

NOTE: There is a three-minute time limit on all comments from the public, regardless of the subject matter. A request form is available from the Deputy Town Clerk; please fill it in and return it to her prior to the start of the meeting if you would like to speak during public comment. When you speak, you must come to the podium in the front and clearly state your name and address for the record. Please turn off or mute your cell phone or pager at the start of the meeting. Thank you.

TOWN OF BAY HARBOR ISLANDS

SPECIAL COUNCIL MEETING AGENDA

May 26, 2021

SPECIAL NOTICE – HYBRID MEETING

The Town of Bay Harbor Islands Special Council Meeting will take place in a Hybrid format where a quorum of the Town Council will be physically present at the Town Hall Council Chambers. Members of the public are welcome to participate in person or virtually via the Zoom platform.

Zoom Link: <https://zoom.us/j/93608356256>

Meeting ID: 936 0835 6256

To request to speak during Zoom Public Comment, please utilize the “raise your hand” Zoom feature on your electronic device. You will be recognized at the direction of the Zoom Meeting Host.

Members of the Public may also be admitted to the Council Chambers in person, for Public Comment, subject to social distancing and facial covering.

In addition, any member of the public who does not wish, or is unable to participate through the Zoom video conferencing platform, but would still like to participate can do so by listening to the meeting as it happens by dialing the Toll-free number below:

US Toll Free Number: 877 853 5247 or 888 788 0099

For higher quality, dial a number based on your current location.

US: 1 646 558 8656 or 1 301 715 8592 or 1 312 626 6799

Meeting ID: 936 0835 6256

Participant ID: Press the # key

To request to speak: Dial *9 on your telephone device to activate the “Raise your Hand” feature on the zoom platform.

Members of the Public can also submit their request to speak and/or comments via e-mail to the Office of the Town Clerk at achang@bayharborislands-fl.gov

CALL TO ORDER: 6:00 p.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

1. **Consideration and approval** of an ordinance on **second** reading amending Section 23-21(e) of the Town Code to modify the Kane Concourse setback requirements for ground level restaurants and certain weatherization. Enclosed is a copy of the proposed ordinance and staff report provided by Town Planner Michael Miller.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S ZONING AND PLANNING CODE TO MODIFY THE GATEWAY (G) ZONING DISTRICT, AMENDING SECTION 23-21(e) OF THE CODE OF ORDINANCES TO MODIFY THE KANE CONCOURSE SETBACK REQUIREMENTS FOR GROUND LEVEL RESTAURANTS AND CERTAIN WEATHERIZATION, PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE TOWN CODE; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

2. **Consideration and Approval** of an ordinance on **second** reading authorizing the use of Communication Media Technology (CMT) during periods when the Town's Mayor or the Governor declares a Local Public Health Emergency or local State of Emergency. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AUTHORIZING THE USE OF COMMUNICATION MEDIA TECHNOLOGY AND FOR ATTENDANCE BY USE OF SUCH TECHNOLOGY BY ELECTED AND APPOINTED OFFICIALS AND MEMBERS OF THE PUBLIC UNDER SUCH CIRCUMSTANCES AS IS APPROPRIATE AND AUTHORIZED BY LAW, INCLUDING DURING PERIODS WHEN THE TOWN MAYOR OR GOVERNOR DETERMINES AND DECLARES A LOCAL PUBLIC HEALTH EMERGENCY OR STATE OF EMERGENCY AND FURTHER DETERMINES AND DECLARES THAT IT IS NECESSARY TO PROTECT THE HEALTH AND SAFETY OF TOWN OFFICIALS, TOWN STAFF, AND THE PUBLIC; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

3. **Consideration and possible action** of assignment and assumption of a Transfer of Development Rights (TDR) contract between Casa Capri South, LLC formerly known as Island Club Towers, LLC (assigner) and Bay Harbor Islands Property Owner I, LLC (assignee). Enclosed is a copy of the proposed contract.

STAFF RECOMMENDATION: Council Discretion

4. **Consideration and Approval** for a Request for Proposals (RFP) for the On-demand Shuttle Service.
Enclosed is a copy of the proposal package material.

STAFF RECOMMENDATION: Approval

ADJOURNMENT: Approximately 8:00 p.m.

Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Town Council with respect to any matter to be considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AGENDA ITEM REPORT

May 26, 2021

ITEM NUMBER: 1.

ITEM: Consideration and approval of an ordinance on **second** reading amending Section 23-21(e) of the Town Code to modify the Kane Concourse setback requirements for ground level restaurants and certain weatherization. Enclosed is a copy of the proposed ordinance and staff report provided by Town Planner Michael Miller.

DESCRIPTION:

At the February 10th, 2021 Regular Council Meeting, the Town Council held a discussion at the request of One Kane Concourse, LLC relating to possible code amendments affecting the Gateway properties. As requested by the Town Council, the Town Planner and Town Attorney hereby present the proposed code amendments as follow:

- * Kane Concourse building setbacks
- * language relating to weatherization (such as panels for the outdoor restaurant)

Enclosed is a copy of the proposed ordinance and staff report provided by Town Planner Michael Miller.

PREVIOUS MEETING VOTE:

COUNCIL VOTE			
NAME	FOR	AGAINST	ABSTAINED
Mayor J. Fuller	x		
Vice Mayor E. Tricoche	x		
Council Member S. Bruder	x		
Council Member M. Diallo	x		
Council Member J. Leonard	x		
Council Member I. Salver		x	
Council Member Robert Yaffe	x		

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

N / A

BUDGET IMPACT:

Submitted By: Alba L. Chang, Town Clerk

ATTACHMENTS

1. BHI Gateway Proposed Ordinance 2021
2. BHI TC Staff Report Gateway Rev Staf Report Feb 25 2021
3. BHI Gateway Zone Rev Illustrations Feb 25 2021
4. OKC_East-West_low-res
5. OKC_West-East_low-res

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S ZONING AND PLANNING CODE TO MODIFY THE GATEWAY (G) ZONING DISTRICT, AMENDING SECTION 23-21(e) OF THE CODE OF ORDINANCES TO MODIFY THE KANE CONCOURSE SETBACK REQUIREMENTS FOR GROUND LEVEL RESTAURANTS AND CERTAIN WEATHERIZATION, PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE TOWN CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands adopted the first Zoning and Planning Code for the community in June 1957; and

WHEREAS, the Town Council periodically studies various land development trends and issues and amends the Zoning and Planning Code accordingly; and

WHEREAS, the Town's 1995 Evaluation and Appraisal Report (EAR) of the adopted Comprehensive Plan concluded that the Town should consider strategies to encourage the re-development of lands on the eastern island of the Town; and

WHEREAS, the Town subsequently retained the services of several urban planning professionals to study land development activities and land development regulations and recommend strategies and Code modifications to address identified problems; and

WHEREAS, one of the primary land development issues identified by the urban planning professionals are the so-called "Gateway" properties, being those properties abutting the Kane Concourse at the bridges to the Town's eastern island; and

WHEREAS, the Town's Comprehensive Plan identifies the need to address the "Gateway" properties by studying the land areas and considering special land development regulations for these strategic properties; and

WHEREAS, the Town Council amended the Town's Zoning and Planning Code in 2004 to create a Gateway "G" Zoning District and has occasionally updated certain provisions of the district regulations; and

WHEREAS, the Gateway "G" District regulations have proven to be a successful zoning tool for the Town to guide desired development scale, form and urban design for 3 of 4 gateway sites including two hotels and commercial complex to date; and

WHEREAS, the Town has been approached to consider modifying certain regulations for the commercial gateway site to facilitate desired tenant operations; and

WHEREAS, a meeting was held before the Local Planning Agency for the Town to review the proposed modifications to the Town's Zoning and Planning Code; and

WHEREAS, the Town Council held duly advertised public hearings to consider the proposed modifications to the Town's Zoning and Planning Code.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

Section 1: That the Town of Bay Harbor Islands Zoning and Planning Code is hereby amended to modify provisions in Section 23-21, the Gateway "G" Zoning District to address the unique attributes of the subject sites which provide for a method for the Town to consider land development applications, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 2: That is any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 3: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections

of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this ____ day of _____, 2021.

PASSED on Second Reading this ____ day of _____, 2021.

STEPHANIE BRUDER
Mayor

ATTEST:

ALBA L. CHANG, CMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

FRANK SIMONE, ESQ.
Town Attorney

Exhibit “A”

Amendments to the Town of Bay Harbor Islands Zoning and Planning Code

Sec. 23-21. Gateway (G) Zoning District.

(a) *Purpose and intent.* The purpose and intent of the Gateway (G) District is to create a set of design standards for the properties at the entrances to the eastern island of the Town that are to scale with the established and desired urban form and compatible with the Town's desire to have a substantial and elegant pedestrian promenade along the Kane Concourse roadway frontage; to establish a living and working environment that are responsive to the needs of the Town's inhabitants; to provide flexibility in planning, design and development; to encourage innovative approaches to the design of the properties; to provide efficient use of land; to provide an environment compatible with surrounding land use; to adapt the zoning process to changes in construction and development technology; and to promote the public health, safety and general welfare of the town.

(b) *Location of District.* The Gateway District is applicable to the following properties: Lot 1 and 2 of Block 1; Lot 1 of Block 2; Lot 32 of Block 3; and Lot 37 of Block 4.

(c) *Permitted Uses.* In the Gateway District, no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed or structurally altered which is designed, arranged or intended to be used or occupied for any purpose, excepting for one (1) or more of the following uses:

- 1) For Lots 1 and 2 of Block 1 – those uses listed in Section 23-5 of the Town's Code.
- 2) For all other Lots referenced in subsection (b) above – those uses listed in Section 23-4 of the Town Code.

(d) *Town Approval.* The property shall be planned and developed according to detailed plans including site plans, floor plans, phasing plans and elevations showing all proposed development on the property as approved by the Town Council.

(e) *Building Setbacks, Building Height and Maximum Density.*

- 1) Kane Concourse - All properties shall have a building setback of not less than twenty (20) feet from the Kane Concourse right-of-way line. In addition, for any structure over twenty-five (25) feet in height, the setback shall be increased one (1) foot for each two (2) feet of building height for that portion of the building over 25 feet in height. A pedestal underground parking structure with no more than five (5) feet of the structure above grade (not including an inclined bridge) but completely opaque to the adjoining roadway by earthen berms and landscaping may encroach into the above building setback, but in no case less than fifteen (15) feet from the Kane Concourse right-of-way. Notwithstanding the above provision, a pedestal parking structure may be constructed within the above setback area to the Kane Concourse right-of-way line for Lot 1 in Block 1 and Lot 37 in Block 4 adjoining the bridge rising eastward towards and across the Indian Creek Waterway, provided that any such development shall provide for a continuous pedestrian environment at

least thirty (30) feet in width, including the sidewalk on the bridge, and continuing flush into the adjoining property appearing as a continuous plaza on the roof of a parking garage and tapered to be not visible toward East Bay Harbor Drive, except as otherwise allowed below. The area must appear as a common open plaza with both visual and physical access to the waterway as approved by the Town. Also, notwithstanding the above provision, a ground level restaurant may extend an enclosed air-conditioned building area closer toward Kane Concourse, but it shall not extend farther than ten (10) feet from the Kane Concourse right-of-way line. Any such ground level restaurant building extension may have a solid covered roof, but the exterior façade shall be primarily transparent (fixed or retractable glass / other clear weather barrier). An indemnification and hold-harmless agreement shall be required for any such extension in a form acceptable to the Town Attorney.

- 2) East Bay Harbor Drive / West Bay Harbor Drive – All properties shall have a minimum setback of twenty (20) feet for buildings up to twenty-five (25) feet in height. In addition, for any structure over twenty-five (25) feet in height, the setback shall be increased one (1) foot for each two (2) feet of building height for that portion of the building over 25 feet in height with a maximum setback of thirty (30) feet. A pedestal underground parking structure with no more than five (5) feet of the structure above grade but completely opaque to the adjoining roadway by earthen berms and landscaping may encroach into the above building setback but in no case less than fifteen (15) feet from the adjoining roadway. To accommodate the need to provide access from East Bay Harbor Drive to the top of any parking structure as the bridge rises toward the Indian Creek waterway, stairs, ramps, lifts and/or supportive walls shall be permitted within the fifteen (15) foot setback area specified herein, provided they are located within twenty-five (25) feet of the Kane Concourse right-of-way and provided the design and appearance are approved by the Town during the Site Plan approval process. Notwithstanding the above, an extended structure covering a drop-off / lobby area may be permitted if approved as part of the site plan.
- 3) Side Property Lines - All properties shall have a minimum setback of ten (10) feet for buildings up to twenty-five (25) feet in height. In addition, for any structure over twenty-five (25) feet in height, the setback shall be increased one (1) foot for each two (2) feet of building height for that portion of the building over 25 feet in height with a maximum setback of twenty-five (25) feet. Notwithstanding the above provision, for developments located on single lots, the maximum setback shall be twenty (20) feet. Pedestal parking structures must be completely screened to the adjoining property by earthen berms and landscaping.
- 4) Waterfront Property Lines - All properties shall have a minimum setback of twenty (20) feet, regardless of building height. This shall also apply to underground parking structures. Notwithstanding the above, if an exterior seating area for a ground level restaurant is provided, an extended roof canopy over the seating may be provided, but the roof canopy shall not extend farther than ten (10) feet from the property line. Clear retractable weather barriers may be affixed thereto.

- 5) Flex setbacks - A project designer has the option to offer creative design solutions to the building configurations and the Town Council may allow portions of the building structure over twenty-five (25) feet in height to encroach into the setback requirements above. The total amount of encroachment shall not exceed one-third of the allowable width or length of the building. This provision shall serve to create an architectural opportunity for creative design approaches while promoting the beneficial purposes of building setbacks in the district. In no case shall any portion of a building encroach into the base building setbacks set forth above for portions of buildings below twenty-five (25) feet in height.
- 6) Building Height - On Lot 1 and 2 in Block 1, Lot 1 in Block 2, Lot 32 in Block 3 and Lot 37 in Block 4, no portion of a building or structure shall exceed twenty-five (25) feet within the minimum principal building setback area but may be increased in height at a ratio of one (1) foot for each two (2) feet of building height over twenty-five (25) feet. The maximum allowable height of buildings or structures is seventy-five (75) feet in Block 1 and in Block 4 and the maximum allowable height of buildings or structures is sixty (60) feet in Block 2 and in Block 3. Notwithstanding the above, if rooftop exterior seating areas for a restaurant located in the building is provided after receiving approval by the Town Council as set forth in the Code, clear vertical retractable weather barriers may be provided over seating areas attached to rooftop canopies, trellis or similar structures.
- 7) The maximum allowable residential density shall be in accordance with the adopted Comprehensive Plan provisions as to the base residential density and any additional allocated density as may be approved by the Town Council.

(f) *Pedestrian Promenade.* The Town desires to continue the established pedestrian promenade along Kane Concourse between East Bay Harbor Drive and West Bay Harbor Drive on the Gateway properties to the adjoining waterways. A minimum ten (10) foot wide waterway access and landscape buffer shall be provided adjoining the Kane Concourse right-of-way. A minimum 8-foot wide pedestrian walkway shall be constructed within the corridor from the adjoining roadways to the seawall and shall connect to the sidewalks along the bridges together with such landscaping deemed compatible and consistent with the overall Kane Concourse promenade appearance. These provisions may be modified as provided for in subsection (e) above.

(g) *Public hearing procedure.* At the public hearing, the applicant shall have the burden of proof in demonstrating how the proposed application complies with the purpose and intent of the Gateway Zoning District code provisions. In determining whether to grant approval of the application with or without appropriate and necessary conditions and safeguards, the Town Council shall determine whether the application complies with the purpose and intent of this section and shall make the following findings:

- (1) Whether the site development plan design complies with at least the minimum standards contained herein;
- (2) Whether the application will have a favorable effect on the economy of the Town;

- (3) Whether the application will generate or result in excessive noise or traffic congestion;
- (4) Whether the application will cause an undue or excessive burden on public facilities, including potable water, sanitary sewer, solid waste disposal, community recreation, transportation facilities or other such public facilities which have been constructed or which are planned and budgeted for construction;
- (5) Whether the application will cause excessive overcrowding or concentration of people or population;
- (6) Whether the application will be compatible with the surrounding area and its development in scale and appearance. The Town shall base compatibility on the existing scale of adjoining development and the allowable scale under the applicable zoning district; and
- (7) Whether the application is a reasonable use of property and results in a public benefit including, but not limited to, the enhancement of the subject real property and/or the redevelopment of structures in deteriorated or poor condition.

The Town Council shall have full authority to approve, approve with modifications, or deny a site development plan application based upon its determination that the application, as proposed or modified, serves and protects or does not serve and protect the public health, safety and welfare. Likewise, the Town Council shall have authority to impose reasonable conditions and safeguards necessary to protect the public health, safety and welfare upon the approval of any development application.

(h) *Ownership requirements.* An applicant for approval shall be the owner(s) of record, a contract purchaser of the property (provide consent from owner of record) or an authorized agent thereof of the entire property encompassed by the application (the "property").

(i) *Application procedure.* The applicant shall submit an application to the Town Manager or his or her designee on a form(s) prescribed by the Town Manager. The Town Manager or his or her designee shall require at least the following information with the application:

- (1) Letter of intent.
- (2) A detailed site development plan showing dimensions of all buildings, structures, setbacks, open spaces, landscaping and off-street parking. In the event that sufficient off-street parking is not available on site to meet existing code requirements, the applicant shall furnish to the Town Manager written documentation of a cross parking agreement or other parking arrangement satisfactory to the Town Attorney, which will provide sufficient parking as determined by the Town Council.
- (3) Proposed floor plans and elevations (including signage) for all buildings and structures. Exterior building materials and colors shall be identified.

- (4) A complete list of uses and the square footage for each use requested.
- (5) A certified copy of a land survey of the property (not more than 6 months old).
- (6) Development review and processing fees as established by the Town Council by Resolution shall be charged for all design review services provided by the Town staff and any consultants. In addition, all costs for advertisements and mailing shall be borne by the applicant.
- (7) Such other documentation as the Town Manager reasonably determines is necessary to properly review the proposed project.

(j) *Legal effect of Town Approval.* Notwithstanding anything in the code to the contrary, the approval of the application shall constitute the approved site development plan and the development regulations applicable to the property. The Town Council shall be prohibited from approving an application that would increase the intensity, density or height of development above that which is allowed by the adopted Comprehensive Plan and any Land Development Regulations to implement the intensity standards.

Any prior land development permits issued by the Town, including but not limited to the PUD Overlay designation on Lots 35 through 37 of Block 4, shall remain in effect until such time as the Town or property owner seeks to remove the designation and/or modify the approved development plan. The development criteria contained in this section shall supercede any other code provisions, however, existing development shall be permitted to remain until re-development is requested.

In the event that the owner wishes to modify an approved site development plan application in any fashion which would increase the amount of square footage of the building(s) or lessen landscaping or open space or create an undue burden on any public facilities, a separate and new application shall be filed and shall be subject to the terms and conditions of this section.

In the further event that the owner does not submit complete plans for building permits of the main building to the Town within twelve (12) months and begin development within eighteen (18) months from the date of approval, the Town's approval shall lapse. For the purposes of this section, the term "begin development" shall mean substantial construction such as land clearing, utility construction, foundation work, etc. The term shall not include property fencing, placement of construction trailers, equipment and materials. Once construction commences, construction activities shall occur continuously with regular inspections. The Town, upon a demonstration of just cause by the owner, may grant a reasonable extension of time to commence development. If construction ceases for more than sixty (60) days, the project shall be deemed abandoned and the Town's approval shall lapse.

**TOWN OF BAY HARBOR ISLANDS
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Mayor and Town Councilmembers
Town of Bay Harbor Islands

CC: Maria Lasday – Town Manager
Alba Chang – Town Clerk
Frank Simone, Esq. – Town Attorney

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: February 25th, 2021

Subject: Gateway (G) Zoning District
Proposed Code Amendments
Kane Concourse Setbacks / Outdoor Use Weatherization
Town of Bay Harbor Islands
MMPA Acct. No. 01-0702-0400

ISSUE

On November 11th, 2004, the Town adopted Ordinance No. 753 that created the Gateway (G) Zoning District. There have two minor revisions adopted over the years (2008 / 2015). This zoning classification was initially designated on the first lot of each Block that fronts Kane Concourse and the waterways that surround the East Island (Bay Harbor Waterway / Indian Creek). In Block 1 (One Kane Concourse) the owners requested / Town approved a rezoning to rezone both Lot 1 and 2 to the Gateway District in 2007 primarily to have a consistent set of land development regulations for future development. This was applied in the project's approval. The primary purpose of the Gateway Zoning District was to establish special regulations to these sites as prominent visual "gateways" to the Town's East Island. One of the major goals for the community's urban design zoning criteria for the sites was to have "understated" gateways with wider setbacks adjoining Kane Concourse (20') to provide enough space to establish "pedestrian promenades" with wide walkways and landscaped areas similar to the areas along Kane Concourse in the main commercial areas which exists between East Bay Harbor Drive and West Bay Harbor Drive (wide walkways / outdoor dining / landscaping). As to building heights and setbacks a base building setback of 20' was established. If a building exceeds 2-stories (25') the required setbacks increase 1':1' for the additional height up to the 75' maximum height. This forces the major mass of taller portions of buildings to slope away from the roadways. There is a "flex" setback provision to encourage building undulation.

ANALYSIS

As of 2021 the Town has received and approved three (3) of the gateway sites (the Monarch / TRYP 96-room Hotel / Grand Beach 96-room Hotel / One Kane Concourse commercial complex with offices / restaurant). The Town recently acquired the 4th gateway site (Lot 32 of Block 3) as part of the 1177 Kane Concourse mixed-use development approval. A community park is planned for the Town's gateway site. The two hotels have been built and are operational. The One Kane Concourse commercial complex has not been built as yet – but plans are being made to move forward with the construction of the complex in the near future. The One Kane Concourse commercial development team recently approached the Town with their plans and have requested consideration of a few possible Zoning Code / Site Plan condition modifications primarily for a high-end ground floor restaurant use. Most of the requests can be accommodated via administrative staff approvals. The PZB site plan approval Resolution (Res. No. 2112) has a condition that limits rooftop table service. The owners would like permission to have occasional rooftop dining. The PZB will need to consider this revision. As the proposed building is 75' in height no habitable space is allowed due to the Town Charter building height restriction. Finally, any business activity on a rooftop in the commercial areas requires prior Town Council approval of the use - Sec. 23-5 (15). Even though the Town Code has limitations as to rooftop uses and the project approvals have additional restrictions (i.e. Res. conditions).

At the February 10th, 2021 Town Council meeting a discussion occurred on this topic. It appeared consensus was reached on most items. As the One Kane Concourse site is one of four Gateway District sites, any general Code amendments would apply uniformly to allow sites, in the opinion of the Town Attorney, to avoid an appearance of "spot zoning".

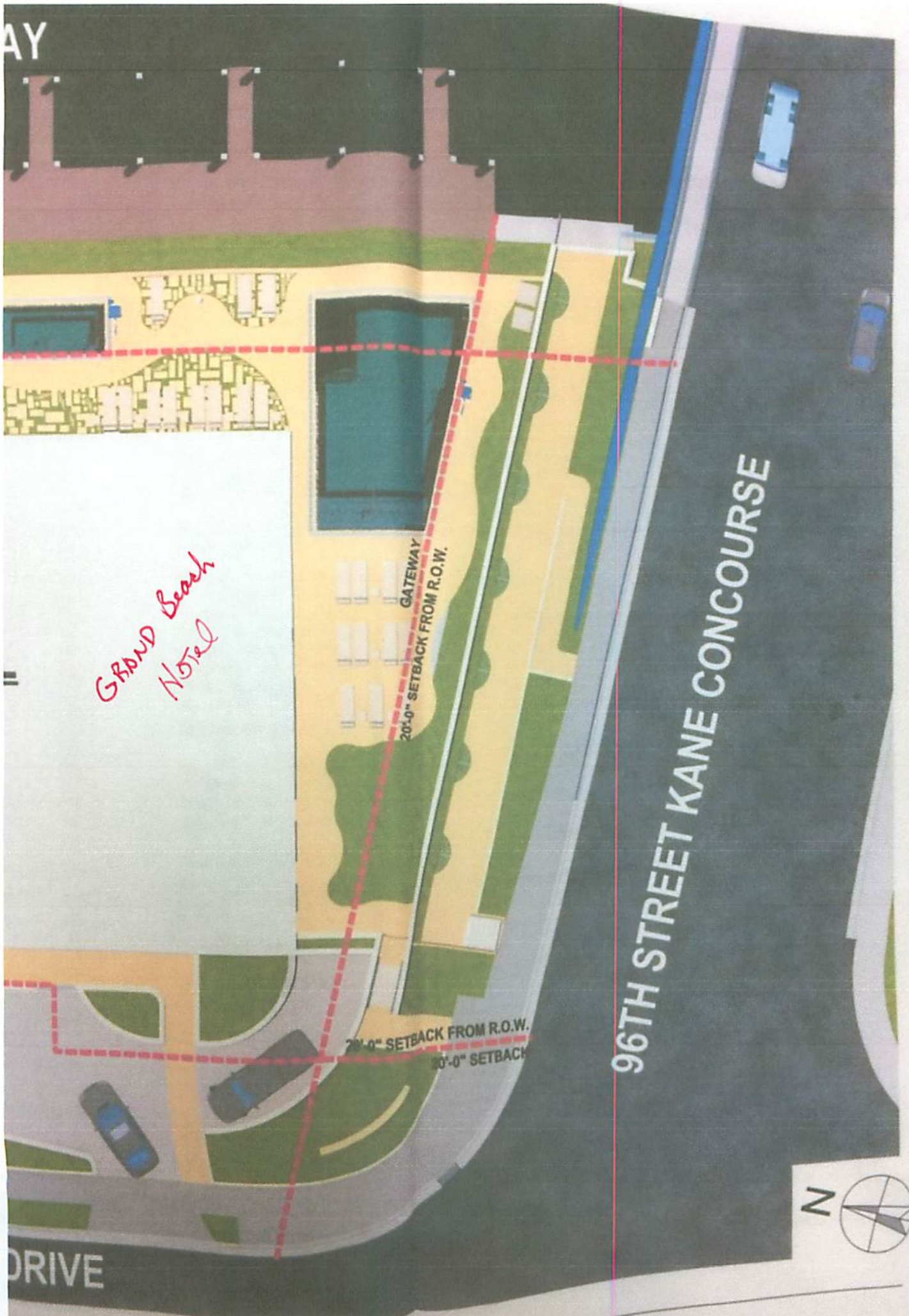
The Code amendments staff feels may be necessary to accommodate the One Kane Concourse developer mostly revolve around a requested reduction in the Kane Concourse ground floor setback. The current Code requires a minimum 20' setback from the Kane Concourse right-of-way to any vertical building surface above the ground. The Code already allows an underground parking garage to extend up to the Kane Concourse road right-of-way line. The intention was the 20' wide pedestrian promenade would be built on top of the parking garage – that is how the One Kane Concourse complex is designed. Adjoining the bridge is a mandatory min. 8' wide walkway with landscaping. The balance of the area next to the building was shown as an outdoor plaza so extra restaurant seats / tables could be added if needed. The developer is seeking to allow a ground floor restaurant to move the vertical wall surface out to a 10' setback from the Kane Concourse right-of-way. While MMPA understands the purpose of their request we are opposed to this Code revision, as it would affect the Town's consistent 30' wide pedestrian promenade corridor and 20' onsite plaza area. We would not be opposed to a cantilevered roof covering with weatherization panels for outdoor seating next to the building. All of the other gateway sites have complied with the Code and built the 20' wide pedestrian promenades (see attached plan excerpts from the Grand Beach Hotel and TRYP Hotel complexes). As a matter of reference 20' is the length of a typical large SUV. 10' is a very short dimension.

If the Town revises the Code, it could be expected that the existing hotels may request similar setback extensions and those plazas would be essentially lost. While staff believes we could administratively approve wider roof overhangs and weatherization panels, a Code clarification would assist us legally, as this is not mentioned.

As instructed MMPA worked with the Town Attorney to draft a proposed Code amendment ordinance to adjust to the Kane Concourse building setback and added weatherization text, that is recommended in any event. MMPA sought to draft new Code amendments very narrowly to apply only to the One Kane Concourse site, as it is the only Gateway site with a commercial land use designation per the Town's Comprehensive Plan Future Land Use Map (FLUM). The Town Attorney has cautioned that site specific Code variations could lead to challenges and allegations of "spot zoning". Based on that legal advice we have drafted the text accordingly.

CONCLUSION AND RECOMMENDATION

Based on the above analysis, MMPA recommends that the Town Council consider the above thoughts on this issue and proceed as desired. MMPA is generally opposed to the requested Kane Concourse setback reduction for the reasons stated (loss of wide pedestrian promenade). Alternatives exist for extended roof covering and weatherization panels. Outdoor dining is encouraged and is prevalent along Kane Concourse with tables / chairs / umbrellas. MMPA / staff recommends the Code be amended regardless of the Kane Concourse setback issue to address weatherization panel allowances, which occurs now with no Code guidance to staff.



Grand Beach
Hotel

GATEWAY
20'-0" SETBACK FROM R.O.W.

20'-0" SETBACK FROM R.O.W.
20'-0" SETBACK

96TH STREET KANE CONCOURSE

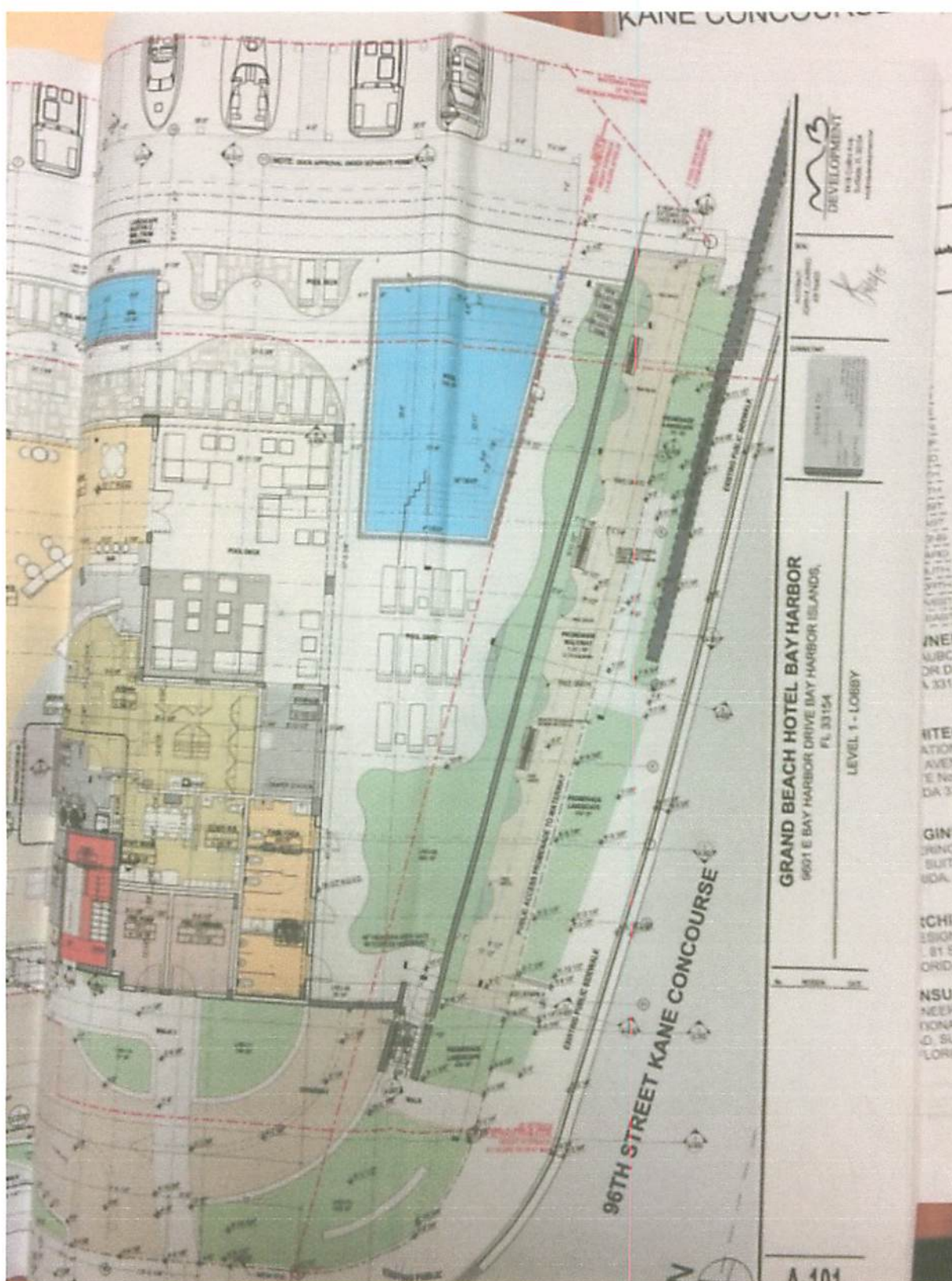


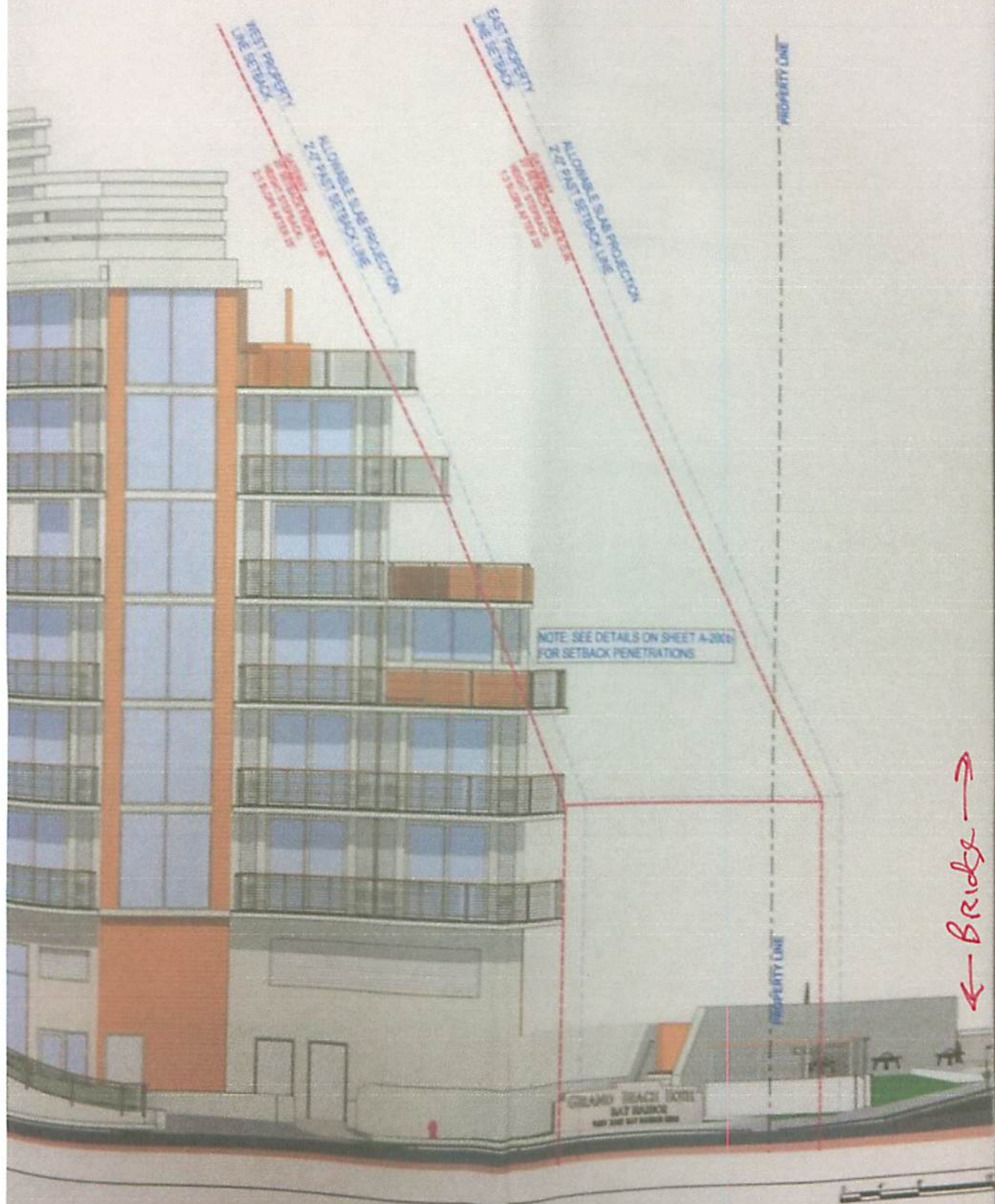
GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33454

Architect:
JOHN L. CAIRNS
A/E 94603

CONSULTANT:
CAIRNS & CO.
ARCHITECTS & ENGINEERS

REVISED





GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

WEST ELEVATION

DEVELOPER
9418 G
SOUTH
WEST

ARCHITECT
JOHN E. CARRO
ARCHITECTS

CONSULTANT

DATE: 11/11/11

BY: [Signature]



PROPERTY LINE 200.00'

BAY HARBOR WATERWAY

DOCKS

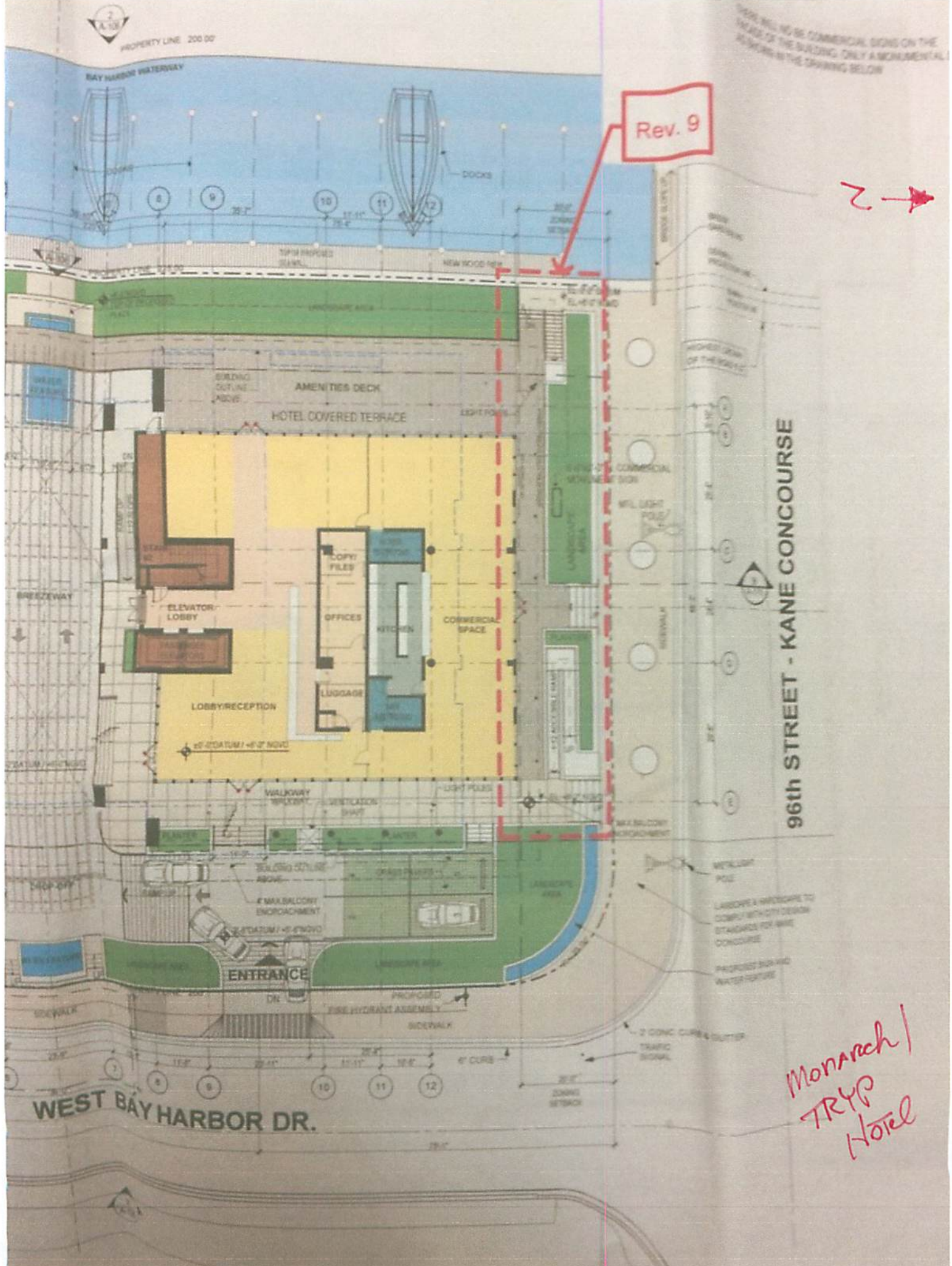
Rev. 9

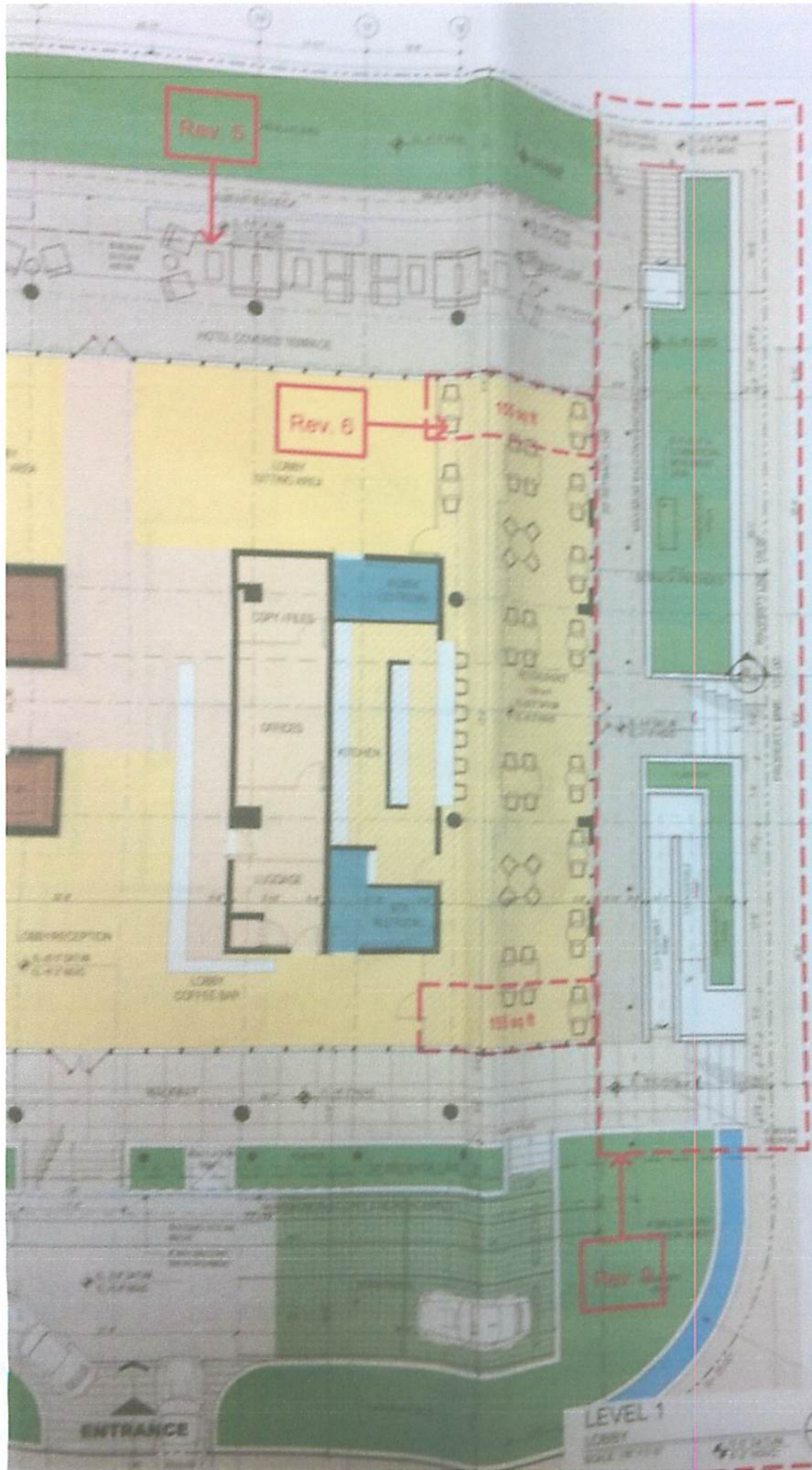
2 →

96th STREET - KANE CONCOURSE

WEST BAY HARBOR DR.

Monarch /
TRYP
Hotel





revuelta
ARCHITECTS
PHOTOGRAPHY

Client
Bay Village Condos, LLC

Project Name
Monarch Hotel
Address
1000 1st St
San Francisco, CA 94104

[Signature]
Date 7.1.20

Scale 1/8" = 1'-0"
North Arrow

MONARCH HOTEL

Bay Village Condos, LLC
1000 1st St
San Francisco, CA 94104

Owner/Developer

BAY VILLAGE
CONDOS, LLC

SCHEMATIC SET

Rev. 1/2020

DATE: 7.1.20

Drawn by
Checked by
Scale
As Shown
Project No.



1001

A-100

LEVEL 1

LOBBY
SCALE 1/8" = 1'-0"

11/10/11
11/30/11
11/30/11

DESIGN BY

Handwritten signature

PROJECT NO. Revuelto
AF-0007872

PROJECT

MONARCH HOTEL

Bay Harbor Islands - FL 33154

OWNER INFORMATION

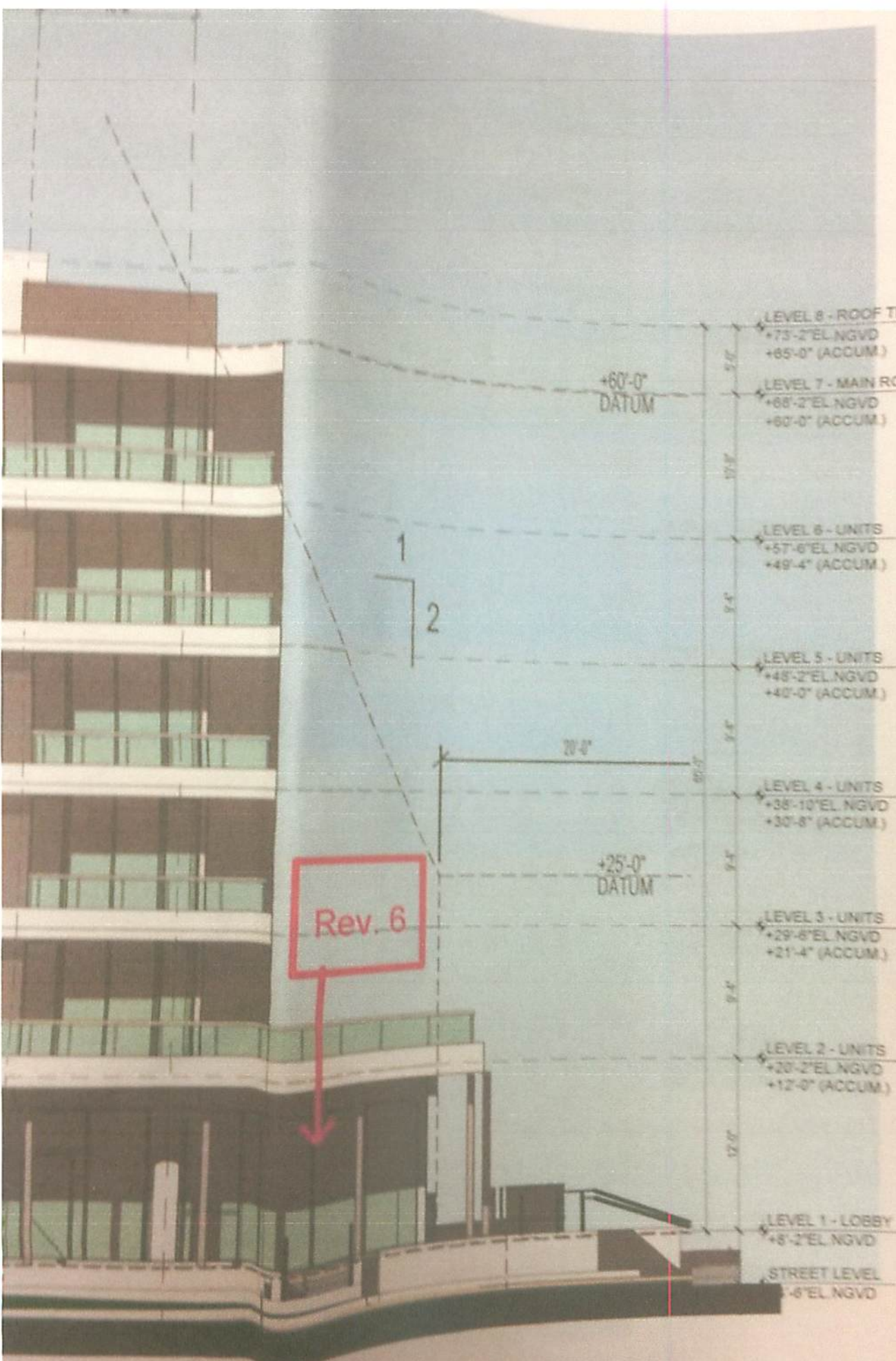
BAY VILL
CONDOS,

SCHEMATIC

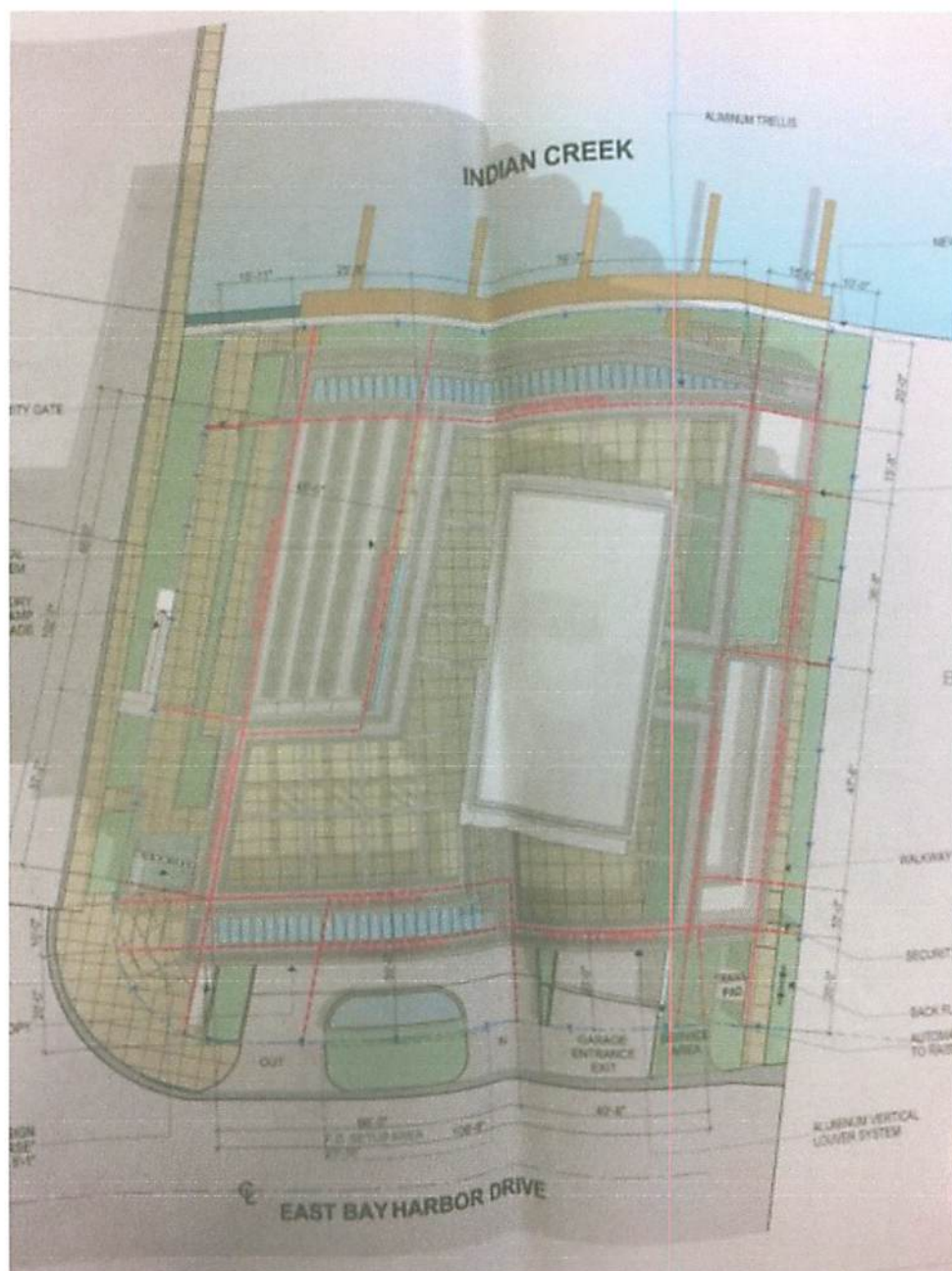
Permit Revisions

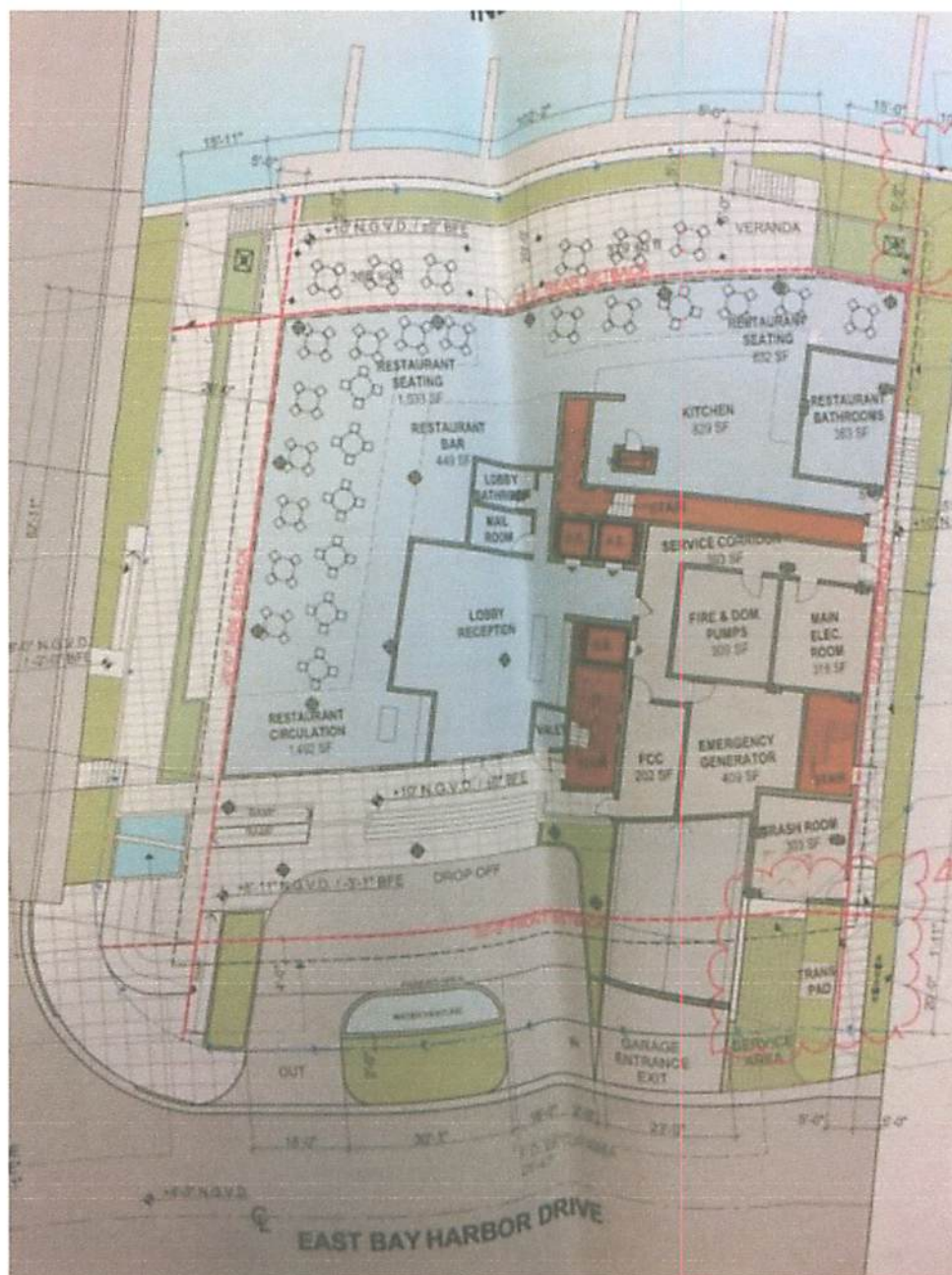
CONSULTANTS

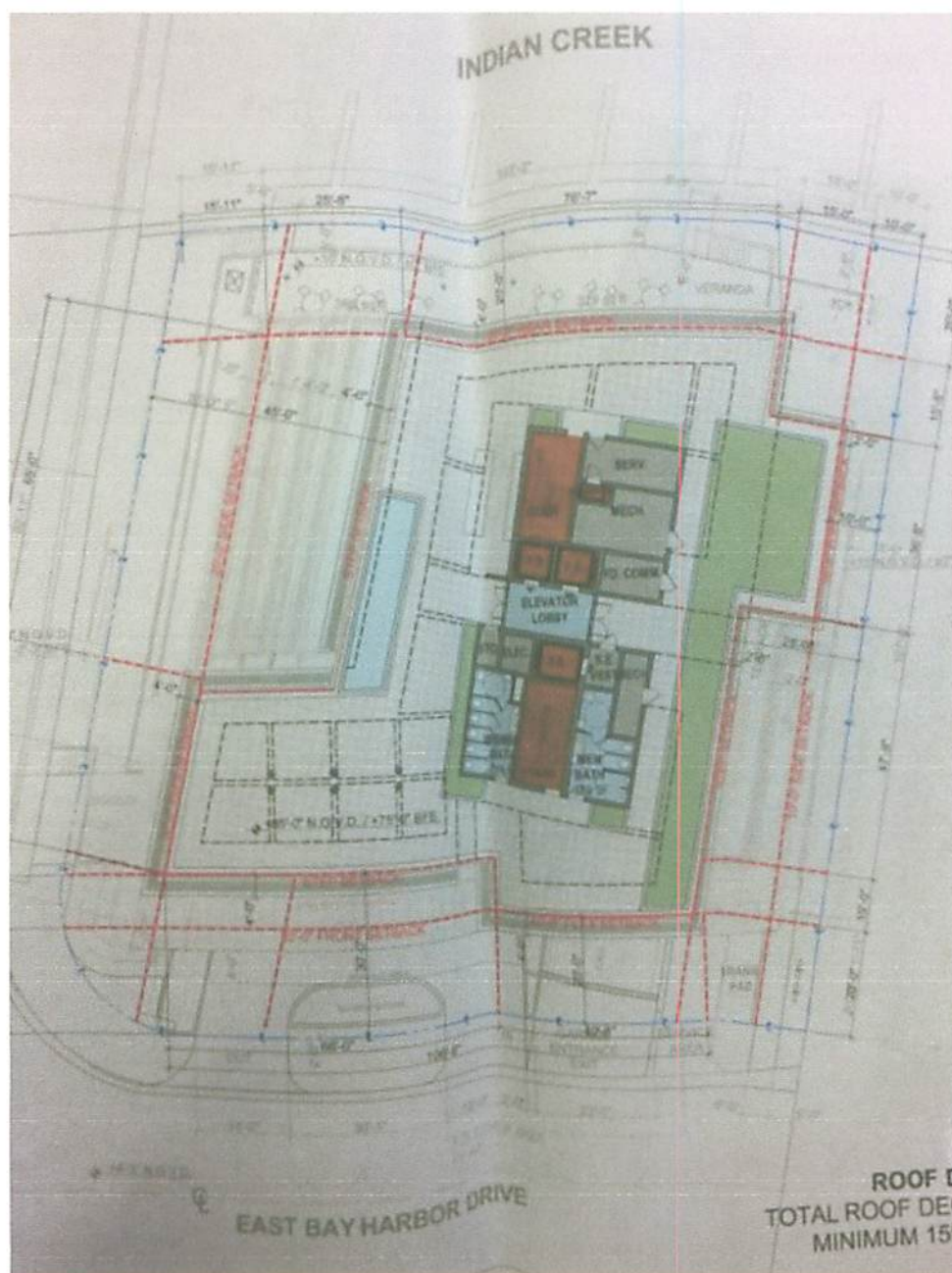
Rev. 6



EAST ELEVATION
11'-0"











AGENDA ITEM REPORT

May 26, 2021

ITEM NUMBER: 2.

ITEM: Consideration and Approval of an ordinance on **second** reading authorizing the use of Communication Media Technology (CMT) during periods when the Town's Mayor or the Governor declares a Local Public Health Emergency or local State of Emergency. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

On May 3, 2021 Governor Ron DeSantis issued two Executive Orders suspending or invalidating local government emergency actions based on the COVID-19 state of emergency.

The proposed ordinance on first reading is being presented by Town Attorney Geller to allow for the Town Council, Boards, and Committees to conduct public meetings utilizing teleconferencing or web based conferencing platforms provided that a physical quorum is present.

Enclosed is a copy of the proposed ordinance.

PREVIOUS MEETING VOTE:

COUNCIL VOTE			
NAME	FOR	AGAINST	ABSTAINED
Mayor J. Fuller	x		
Vice Mayor E. Tricoche	x		
Council Member S. Bruder	x		
Council Member M. Diallo	x		
Council Member J. Leonard	x		
Council Member I. Salver	x		
Council Member Robert Yaffe	x		

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba L. Chang, Town Clerk

Joseph Geller, Town Attorney

ATTACHMENTS

1. Authorizing Public Meetings Via Communication Media (DRAFT)

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AUTHORIZING THE USE OF COMMUNICATION MEDIA TECHNOLOGY AND FOR ATTENDANCE BY USE OF SUCH TECHNOLOGY BY ELECTED AND APPOINTED OFFICIALS AND MEMBERS OF THE PUBLIC UNDER SUCH CIRCUMSTANCES AS IS APPROPRIATE AND AUTHORIZED BY LAW, INCLUDING DURING PERIODS WHEN THE TOWN MAYOR OR GOVERNOR DETERMINES AND DECLARES A LOCAL PUBLIC HEALTH EMERGENCY OR STATE OF EMERGENCY AND FURTHER DETERMINES AND DECLARES THAT IT IS NECESSARY TO PROTECT THE HEALTH AND SAFETY OF TOWN OFFICIALS, TOWN STAFF, AND THE PUBLIC; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Town Council of the Town of Bay Harbor Islands, Florida (“Town Council”) deems it to be in the best interest of the citizens and residents of the Town of Bay Harbor Islands (the “Town”) to make provisions for public meetings by use of communication media technology and for attendance by use of such technology by elected and appointed officials and members of the public during such circumstances as is appropriate and authorized by law, including during periods when the town mayor or governor determines and declares a local public health emergency or state of emergency and further determines and declares that it is necessary to protect the health and safety of town officials, town staff, and the public; and

WHEREAS, Current law allows the attendance of members of the Town Council at official meetings through the use of communication media technology (“CMT”) when “extraordinary circumstances” exist, provided that a quorum is physically present at the meeting site, and further allow for such attendance by other Town officials and by members of the public; and

WHEREAS, The COVID-19 pandemic constitutes “extraordinary circumstances”; and

WHEREAS, On March 11, 2020, the Town Mayor declared a state of emergency pursuant to Section 2.02(b)(2) of the Town Charter; and

WHEREAS, Florida law, including Article 1, Section 24(b) Florida Constitution, and Florida Statutes, Sections 286.011 and 166.041, requires that meetings of elected and appointed officials (“Bodies”), for the conduct of public business, must be held following procedures (notice, access of meetings, opportunity to be heard, the taking of minutes, etc.) that ensure that the public is able to participate in and be aware of the decision-making process (the “Sunshine Law”); and

WHEREAS, The Florida Attorney General (“Attorney General”) has issued various opinions concerning the use of CMT and physical quorum. For example, 06-20 Op. Atty Gen. (2006), the Attorney General stated that:

The use of interactive electronic media to increase public participation in meetings and the use of such media to allow members of a board or commission to participate in a duly noticed public meeting does not necessarily raise Sunshine Law issues, but rather implicates the ability of an entity to conduct official business with a quorum.

WHEREAS, The Town Council possesses broad home rule powers that authorize it to protect the public health, safety, and welfare, declare emergencies, and protect its citizens; and

WHEREAS, The Town Charter does not prohibit attendance at the meeting of Town Council members by electronic media and the Town Council finds that its attendance may be permitted by CMT, provided that physical quorum is present at the meeting site. This same rule of attendance applies to Town board or committee meetings and quasi-judicial hearings; and

WHEREAS, The “preemption” of CMT attendance, if it were to exist, must be expressly set forth in the Florida Constitution or general or special law, not vaguely and ambiguously implied. Thus, the Town Council finds that no preemption exists in state law; and

WHEREAS, The Town Council finds that it is in the best interests of the Town Council, boards, committees, Town personnel, and citizens and residents of the Town to authorize the Town Council to provide for the Town Council, Town staff, and members of the various boards and committees, and members of the public, to be able to attend meetings electronically, providing that a physical quorum is present.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

Section 1. Recitals. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. Authorization for Public Meetings With Physical Presence. The Town Council is hereby authorized, pursuant to the home rule authority of the Town Council, Chapter 252, Florida Statutes, and based upon the Findings set forth in the above-stated recitals, to:

- a. arrange for the Town Council, boards, and committees to meet electronically, provided a physical quorum is present;
- b. promulgate rules of procedure that will ensure compliance with the Sunshine Law; and
- c. provide technology and administrative support as necessary to fulfill these objectives.

Such a meeting may only be conducted with the physical presence of a quorum of the Town Council, boards and committees, so long as (i) the meeting is properly noticed; (ii) minutes are taken; and (iii) the public is permitted to attend via technology such as teleconferencing or web-based conferencing, or in person pursuant to appropriate procedures.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Conflicts and Repealer. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. Codification. If the Official Code of Ordinances of the Town of Bay Harbor Islands Tables of Contents or other reference portions is affected by these provisions, then changes are approved as a part of this Ordinance.

Section 6. Effective Date. This Ordinance shall be in full force and take effect upon its passing and adoption on second reading.

PASSED on First Reading this ____ day of _____, 2021.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2021.

MAYOR

ATTEST:

TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

TOWN ATTORNEY

AGENDA ITEM REPORT

May 26, 2021

ITEM NUMBER: 3.

ITEM: Consideration and possible action of assignment and assumption of a Transfer of Development Rights (TDR) contract between Casa Capri South, LLC formerly known as Island Club Towers, LLC (assigner) and Bay Harbor Islands Property Owner I, LLC (assignee). Enclosed is a copy of the proposed contract.

DESCRIPTION:

On April 20, 2021, the Town Council approved a Transferable Development Rights application from Island Club Towers LLC. and an Agreement for Purchase and Sale of Transferable Development Rights for 13 dwelling units.

Island Club Towers, LLC. is now known as Casa Capri - South LLC. Island Club Towers, LLC.'s name was officially changed in 2016.

Casa Capri - South LLC. is requesting approval by the Town of an Assignment and Assumption of TDR Contract to enable Casa Capri - South LLC to assign their interest in the Agreement for Purchase and Sale of Transferable Development Rights approved on April 20, 2021 by the Town Council. The assignee is Bay Harbor Islands Property Owner I LLC.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba L. Chang, Town Clerk
Maria Lasday, Town Manager

ATTACHMENTS

1. 04.20.2021 Approval
2. 9161-9201 executed Agreement
3. Assignment and Assumption of TDR Contracts (Bay Harbor Island) (Casa Capri-South) 05-20-2021 (002)
4. Articles of Amendment- Island Club - Casa Capri
5. Island Club Towers name change in list

AGENDA ITEM REPORT

April 20, 2021



APPROVED

ITEM NUMBER: 14.

ITEM: Consideration and Approval of a public Transfer of Development Rights (TDR) transaction for thirteen (13) dwelling units from the Town to Island Club Towers, LLC (9161 & 9201 East Bay Harbor Drive). Enclosed find a copy of the application, contract, site plans, and supporting documents.

DESCRIPTION:

The Town Clerk's office received a Transfer of Development Rights (TDR) Application from Island Club Towers, LLC for a public Transfer of Development Rights (TDR) transaction of thirteen (13) dwelling units.

Donor Site: Town TDR Pool

Receiving Site: 9161 & 9201 East Bay Harbor Drive (Island House aka Island Club Towers)

Number of TDR units: 13

Price per unit: \$75,000

Total amount due to the Town: \$975,000

On July 16, 2013, the receiving site (Island Club Towers, LLC) was granted a revised site plan approval to construct a seven story multi-family residential development consisting of 87 units.

All required information was submitted as required by Section 23-22.2 of the Town Code. Staff recommends that if any TDR transaction is approved by the Town Council, the Town Attorney prepare a resolution setting forth the Town Council approval and recommendations.

Enclosed is a copy of the application, staff report and other supporting documents.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba L. Chang, Town Clerk

ATTACHMENTS

1. TDR Application -rev
2. BHI TDR Staff Report Island House 15 DU Apr 7, 2021
2. Island House - site plans 9161-9201ebhd
3. 1170 - A Island House PZ Approval (1)



April 16, 2021

VIA EMAIL: MLASDAY@BAYHARBORISLANDS-FL.GOV
AND ACHANGE@BAYHARBORISLANDS-FL.GOV

Ms. Maria Lasday, Town Manager
Ms. Alba Chang, Town Clerk
TOWN OF BAY HARBOR ISLANDS
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

RE: Purchase of Transfer of Development Rights

Dear Ms. Lasday and Ms. Chang,

Further to my original request dated March 3, 2021 to purchase 15 Transfer of Development Rights from the Town of Bay Harbor Islands, please be advised we are now requesting to purchase thirteen (13) units. I understand the current price of each TDR is \$75,000.00 and therefore the total purchase price will be \$975,000.00.

Enclosed herewith is the TDR Application as well as the Agreement for Purchase and Sale of Transferable Development Rights reflecting this change.

I thank you both for your kind consideration. Please contact me should you have any questions or require any additional information.

Kind regards,

A handwritten signature in blue ink, appearing to read "Laura Tauber", written over a horizontal line.

Laura Tauber
Principal

Enclosures



Application Fee: \$1,000 Private Transaction - \$500 Town Owned Units

(For official use only)

DATE RECEIVED: _____ TDR UNIT COST: \$ 75,000
TDR UNITS REQUESTED 13 PROJECT TOTAL UNITS 86
APPROVAL DATE: 4/20/2021 APPROVED BY: Town Council

TOWN OF BAY HARBOR ISLANDS APPLICATION FORM TRANSFER OF DEVELOPMENT RIGHTS

APPLICANT INFORMATION

Name Island Club Towers, LLC		
Phone (305) 861-8181	e-mail ltauber@taubco.com	Fax (305) 861-9736
Address 1801 NE 123 rd Street, Suite 300		
City and State North Miami, Florida		Zip Code 33181
Relationship to Property: Owner		

RECEIVER SITE INFORMATION

Owner's Name Irwin Tauber, Manager of Island Club Towers, LLC	
Phone (305) 861-8181	e-mail ltauber@taubco.com Fax (305) 861-8181
Address 1801 NE 123 rd Street, Suite 300	
City and State North Miami, Florida Zip Code 33181	
Property Address/Location 9161 & 9201 East Bay Harbor Drive	
Legal Description: LOT(S) 19, 20, 21 & 22 BLOCK 1	
Folio Number(s) 13-2227-001-0170 / 13-2227-001-0180	Current Zoning RM-1
Property Size 1 acre (1.03)	Purchase date 11/01/2001
Existing use of the property Vacant Land (previously 37 residential units)	
Describe Existing Structure on Property Vacant Land (previously 2-story buildings)	
Dwelling units to be received	13
Total Dwelling units including TDR	TDR 86

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

Yes ☒ No ☐

If Yes, then provide date of approval 07/16/2013

If Not, then attach preliminary site plan.

TDR APPLICATION

As per Ordinance No. 769

Required documents to be submitted with application are as follows:

Donor Parcel Application. The owner of lands that are designated as a donor parcel shall request a determination by the Town Manager. The purpose of the determination is to ascertain the exact number of development rights the property owner is entitled to. The application shall include:

- Proof of ownership;
- Legal description or survey of the property;
- Contract or option for the purchase and sale of development rights; and
- An administrative review and processing fee. \$1,000 for private transactions and \$500 for Town owned units.

Receiving Parcel. A receiving parcel applicant requesting a transfer of development rights shall comply with the following:

- The TDR is by deed, and the deed shall be recorded before a development permit is issued.
- The transfer is to a parcel of land designated as a receiving parcel and meets all the requirements of the code.
- The proposed development meets all concurrency requirements at the proposed density and/or mitigation measures are provided as necessary to offset any additional impacts generated by the development.

If the transfer is between two private parties, at the time the transfer is approved by the Town Council, the donor parcel shall be subject to a deed restriction and shall be identified on a TDR map and within the Density Monitoring System (DMS). Pending recordation of the deed restrictions on the donor parcel, no development permits will be issued for the donor parcel or the receiving parcel.

- If the transfer rights are from the TDR Bank, all rights must be accounted for and there must be enough development rights in the bank to permit the project.
- The proposed development and density are compatible with the surrounding area and land use.

Contract for Sale and Purchase of Development Rights and Deed of Transfer of Development Rights. A contract for sale and purchase of development rights and deed of transfer of development rights shall be required as part of the approval of a TDR transfer. The deed transferring the development rights shall be recorded in the public records prior to the issuance of a development permit.

ARE TDRs BEING REQUESTED FROM THE TOWN? Yes ☒ No

If Yes, skip the donor site portion

If Not, then fill in the donor site portion.

DONOR SITE INFORMATION, IF APPLICABLE

Owner's Name		
Phone ()	e-mail	Fax ()
Address		
City and State		Zip Code
Property Address/Location		
Legal Description: LOT(S) BLOCK		
Folio Number	Current Zoning	Year built
Property size	Purchase date	
Existing use of the property		
Describe Existing Structure on Property		
Dwelling units to be transferred to TDR Bank		
Units permitted		

APPRAISAL INFORMATION - IF APPLICABLE

(Appraiser must be approved by the Town)

(Only fill this portion out if purchasing TDRs from the Town and if the amount set by the Town is not accepted by you.)

Name:		
Phone ()	e-mail	Fax ()
Address		
City and State		Zip Code
Date of Appraisal / /	Appraisal Value of TDR unit \$	
Proposed TDR Unit Value \$		

SURVEY COMPANY INFORMATION - (provide survey's for both receiver and donor sites)

Survey must be current (no more than 6 months old)

Name of Surveyor Blanco Surveyors, Inc.		
Address 555 North Shore Drive		
Phone (305) 865-1200	e-mail: blancosurveyorsinc@yahoo.com	Fax ()

Name of Surveyor		
Address		
Phone ()	e-mail	Fax ()

PROPERTY CODE INSPECTION RESULTS - (Donor Site)

The Town requires, as a condition of permitting any transfer or development rights, that the donor parcel and/or receiving parcel improve the site to meet as many current day code requirements as possible, as determined by the Town. This may include the Town's land development code such as zoning, landscaping, signage and property maintenance. It may also include Building Code and Life Safety Code improvements.

Building must have obtained 40 or 50 Year Certification - If Applicable

Outstanding Liens or Code Violations must be cured and/or paid - If Applicable

Other inspections to be performed may include, but are not limited to, the following items:

Exterior paint	Windows	Doors	Elevators
Steps	Railings	Landscaping	Parking area
Pool/Recreation facilities		Fences/Walls	Plumbing
Electrical System	A/C equipment	Roof mounted equipment/screening	
Roofing			

I hereby certify that:

- 1) The information furnished on this application and the attachments is true.
- 2) I am the owner(s) of record of the property described in this application.
- 3) If the application, as modified or amended during the review and approval process, is granted, I agree, in consideration therefore, to indemnify and hold harmless, and promise not to sue, the Town of Bay Harbor Islands, include its officers and employees, in connection with any claims or other actions arising out of said review and approval.

A Contract for Sale and Purchase of Development Rights and Deed of Transfer of Development Rights shall be required as part of the approval of a TDR transfer. The deed transferring the development rights shall be recorded in the public records prior to the issuance of a development permit.

RECEIVER SITE

Signature of Owner (Applicant)

Date

April 15, 2021

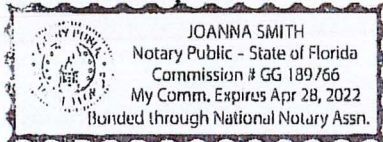
Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 15 day of April, 2021,
By Irwin Tauber on behalf of Island Club Towers, LLC, a Florida (corporation) (partnership) (Other:
Limited Liability Company.) He/She is personally known to me or has produced
(type of identification produced) as identification and did take
an oath.

My Commission Expires:



Notary Public, State of Florida

Print Name: Joanna Smith

DONOR SITE

Signature of Owner (Applicant)

Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ on behalf of
_____, a Florida (corporation) (partnership) (Other:
_____.) He/She is personally known to me or has produced
(type of identification produced) as identification and did take
an oath.

My Commission Expires:

Notary Public, State of Florida

Print Name: _____

L01000009464

Florida Department of State
Division of Corporations
Public Access System
Katherine Harris, Secretary of State

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H01000073487 2)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850) 205-0383

From: Account Name : JAM MARK LIMITED
Account Number : I20000000112
Phone : (305) 789-7758
Fax Number : (305) 789-7709

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

01 JUN 13 AM 8:43

FILED

AL1

LIMITED LIABILITY COMPANY

ISLAND CLUB TOWERS LLC

Certificate of Status	1
Certified Copy	1
Page Count	04
Estimated Charge	\$180.00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

01 JUN 13 PM 2:10

RECEIVED

[Electronic Filing Menu](#)

[Corporate Filing](#)

[Public Access Help](#)

ARTICLES OF ORGANIZATION
OF
ISLAND CLUB TOWERS LLC

The undersigned, being a duly authorized representative of a member, desiring to form a limited liability company under and pursuant to the Florida Limited Liability Company Act, Chapter 608, Florida Statutes, does hereby adopt the following Articles of Organization:

ARTICLE I

NAME

The name of the limited liability company is ISLAND CLUB TOWERS LLC (the "Company").

ARTICLE II

ADDRESS

The principal office and mailing address of the Company is:

701 Brickell Ave.
Suite 3000
Miami, Florida 33131

ARTICLE III

REGISTERED AGENT AND OFFICE

The Company designates 701 Brickell Ave., Suite 3000, Miami, Florida 33131 as the street address of the initial registered office of the Company and names Intrastate Registered Agent Corporation as the Company's initial registered agent at that address to accept service of process within this state.

ARTICLE IV

MANAGEMENT

The Company shall be conducted, carried on, and managed by at least one (1) Manager. The Manager(s) shall also have the rights and responsibilities described in the Operating Agreement of the Company. The Manager(s) shall serve in such capacity until their successor(s) are duly elected and qualified.

FILED
01 JUN 13 AM 8:43
TALLAHASSEE, FLORIDA

ARTICLE V. DURATION AND CONTINUATION

The period of the Company's duration shall commence with the filing of these Articles of Organization with the Secretary of State, and shall continue perpetually, unless terminated (i) in accordance with the Company's Operating Agreement, or (ii) by the written agreement of a majority of ownership interest.

ARTICLE VI. PURPOSE

The purpose for which the Company is being formed is to engage in any activity or business permitted under the laws of the United States and the State of Florida.

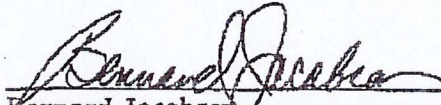
ARTICLE VII. ADDITIONAL MEMBERS

Additional Members may be admitted upon the approval of a majority of the ownership interest of the Company, upon the written application of such new Member, in the manner set forth in the Operating Agreement of the Company.

ARTICLE VIII. OPERATING AGREEMENT

The power to adopt, alter, amend, or repeal the Operating Agreement of the Company shall be vested in the Members of the Company in the manner set forth in the Operating Agreement of the Company.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 13th day of June, 2001.

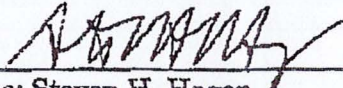

Bernard Jacobson
Duly Authorized Representative of a
Member

FILED
01 JUN 13 AM 8:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACCEPTANCE OF REGISTERED AGENT

The undersigned agrees to act as registered agent for ISLAND CLUB TOWERS LLC to accept service of process at the place designated in these Articles of Organization, and to comply with the provisions of Chapter 608, Florida Statutes, and acknowledge that the undersigned is familiar with, and accepts, the obligations of such position on this 13th day of June, 2001.

INTRASTATE REGISTERED AGENT CORPORATION

By: 
Name: Steven H. Hagen
Title: Vice President

MLA1 #1046920 v1

FILED
01 JUN 13 AM 8:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

OFFICIAL

20136PG4124

This Instrument Prepared by,
Record and Return to:
Mark I. Aronson, Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131

02R022023 2002 JAN 11 14:52

WARRANTY DEED

000STP00E 13,300.00 SURTX 12,500.00
HARVEY RIVIN, CLERK DADE COUNTY, FL

This Warranty Deed is made by Gator Bay Harbor I, L.C., a Florida limited liability company ("Grantor"), whose address is 1595 N.E. 163rd Street, North Miami Beach, Florida 33162, to Island Club Towers LLC, a Florida limited liability company ("Grantee"), whose address is 9700 Collins Avenue, Suite 303, Bal Harbor, Florida 33154 and whose tax I.D. number is 65-1116302.

Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, grants, bargains, sells and conveys to Grantee, Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida:

Lots 19 and 20 of Bay Harbor Islands, according to the Plat thereof, as recorded in Plat Book 46, Page 5 of the Public Records of Miami-Dade County, Florida

Folio No. 13 2227 01 0170

Together With all easements, tenements, hereditaments and appurtenances belonging to the land; and

Together With all buildings and other improvements now or hereafter located on the land; and

Together With all of Grantor's right, title and interest, if any, in and to the streets, avenues, roads, ways, alleys, waterways and canals, open and proposed, in front of or adjoining the land;

To Have And To Hold the same in fee simple forever.

This conveyance is made subject to:

429

20131-4124

19-2

- (a) Taxes for the year 2002 and subsequent years;
- (b) Applicable zoning ordinances;
- (c) Conditions, restrictions, limitations and easements of record, which are not reimposed by this instrument;

Grantor covenants that at the time of delivery of this deed, except as described above, Grantor is lawfully seized in fee simple of the property described above; that Grantor has good right, title and lawful authority to sell and convey said property; the property is free of any encumbrances; the Grantee will have peaceable and quiet possession of the property; and Grantor fully warrants the title to the property and will defend it against the lawful claims and demands of all persons whomsoever.

Grantor has duly executed this instrument on the 5 day of November, 2001.

Signed, sealed and delivered
in the presence of

GATOR BAY HARBOR I, L.C.,
a Florida limited liability Company

Name: Horst Schmidt

By: 
Name: Kurt Dohle
Its: _____

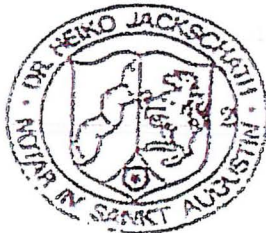
Name: Harold Mischke

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 5th day of November, 2001 by Kurt Bohle, _____ of Gator Bay Harbor I, L.C., a Florida limited liability company, on behalf of the limited liability company. He/she is personally known to me or has produced _____ as identification.

Notary Public: [Signature]
Name: Dr. Heiko Jackschard
Commission No.:
Notary Public:

~~My commission expires~~
MELAN 1081900 VI



**TOWN OF BAY HARBOR ISLANDS
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Alba Chang, CMC - Town Clerk
Town of Bay Harbor Islands

CC: Maria Lasday – Town Manager
Joseph Geller, Esq. – Town Attorney

From: Michael J. Miller, AICP *MB*
Consultant Town Planner

Date: April 7th, 2021

Subject: Island Club Towers – 86 DU Multi-Family Residence
9201 East Bay Harbor Drive
TDR Donor Request – From Town-Owned "Pool"
Bay Harbor Islands Acct. No. BP2016-34
MMPA Acct. No. 01-0702-0961

ISSUE

On July 16th, 2013 a revised Site Development Plan approval was granted by the Town's Planning and Zoning Board for an 87 DU multiple-family complex (Res. No 1170-A). The current request indicates an intent to build 86 DU. The allowable base zoning density of 34 DUA would allow 35 DU on the receiving site ($1.03 \text{ acres} \times 34 \text{ DUA} = 35.02 \text{ or } 35 \text{ DU}$). Since the proposed project now includes 86 total dwelling units, this requires the acquisition of 51 TDR units. The developer of the receiving site (Island House) has been contracting with other nearby privately-owned / fully developed sites (Trio Commons / 9300 WBHD Condo in August / September 2014; 9201 WBH Townhomes in September 2015; Habitat / 1175 101 Street in October 2015; Sereno East & Anchorage Condo in February 2016) to acquire 27 TDR units to date. Therefore, the applicant must still acquire 24 TDR units prior to construction. In September 2016 the developer filed a request with the Town to acquire 20 public Town TDR units. The application form filed in 2016 stated an intent to build only 82 DU and building permit plans were eventually filed for 82 DU. If that acquisition was completed, they would have had enough base / TDR units to proceed (82 DU – 35 Base DU – 27 Private TDR DU - 20 Town TDR DU). On October 17th, 2016 the Town Council adopted Resolution No. 2104 to sell 20 public TDR units from the Town "pool" to the developer for \$1,400,000 (\$70,000 per DU). A condition of the Resolution required the developer to execute and close on the Agreement for Purchase and Sale within 10 business days. These actions (execute agreement / close) never occurred; therefore, the TDR sale was not finalized. As of 2021 it now appears the developer is seeking to build 86 DU which would require more TDR units than in 2016 (24 TDR required).

On March 3rd, 2021 the Town received a new TDR application to acquire the remaining 24 public TDR units. Since that time the applicant has submitted revised TDR applications for 20 TDR units and now 15 TDR units have been received. If the Town agrees to the latest TDR sale application, the developer will still need to acquire an additional 9 TDR units to build 86 total DU.

The applicant is aware that the Town Council has adopted the 50% "public TDR" rule by Resolution and is requesting that the Town Council approve their request to purchase 15 TDR units (29.4% of total TDR DU needed) from the Town-owned "pool". The latest letter submitted by the applicant (still dated 3/03/21) indicates that the intent of the developer is to request only 15 TDR units from the Town-owned "pool".

OPTIONS / ACTIONS

Review the contents of this staff report and, if the Town Council agrees to the request, favorably consider the applicant's offer to acquire fifteen (15) TDR units from the Town-owned "pool" of TDR units for \$75,000 per TDR unit (\$1,125,000). If the Town Council does not like the project and/or does not want to allocate all or portions of Town-owned TDR units, deny the request. In this instance the applicant will need to acquire the additional TDR units from private property owners.

The applicant has offered to acquire the TDR units for the current Town per-unit value (\$75,000) for a waterfront development. Section 23-22.2(d) allows the Town Council to "set the value of any public development rights. The Council may use current market value to set the price or develop an alternative value method consistent with the goals, objectives and vision of the Town including but not limited to capital or land contributions for parks, open space and parking."

BACKGROUND

The Town established its Transfer of Development Rights (TDR) program in 2004-05 via the adoption of the Phase I EAR-Based Comprehensive Plan to the Future Land Use Element. This system was necessary and required by the State (DCA) to ensure a method was in place to regulate the equitable allocation of dwellings units to individual building sites in the Town. The Town's original 1988 Comprehensive Plan included major errors in calculating existing residential densities by utilizing an "average" block-by-block analysis (34 DUA overall average), even though individual project densities ranged from 7 DUA (duplex) to over 70 per acre (midrise).

Over one third of the older existing developments have densities over 34 DUA. Conversely, many properties are "underdeveloped" with villas / duplexes / triplexes / etc., and while 8-9 DU could be built, the original developers chose not to build that many DU. However, those properties are entitled to build more DU if they desire to redevelop their sites. The Town's TDR system ensures that all property owners have the right to build to at least the base density – 34 DUA. If a developer desires to build to a higher residential density than 34 DUA, and they can meet all the Town's land development criteria, the Planning and Zoning Board approves the site design, and the Town Council likes the design and approves TDR allocations, which occur on a case-by-case basis, the project can be built to include additional DU.

On November 12th, 2013, the Town Council amended the Zoning Code to established maximum multifamily residential density limits per Zoning District. Lots zoned RM-1 Multiple Family Residential District (Waterfront lots) now allow for a maximum overall density (includes base density / TDR units) of 70 dwelling units per acre. Lots zoned RM-2 Multiple Family Residential District (non-waterfront lots) now allow for a maximum overall density (includes base density / TDR units) of 60 dwelling units per acre. Lots zoned RM-3 Multiple Family Residential District now allow for a maximum overall density (includes base density / TDR units) of 80 dwelling units per acre. If the Town approves a development in the RM-3 Zoning District with a height exceeding 75 feet in accordance with the Town Charter / Code provisions, the maximum density is determined at the time of Site Development Plan / TDR approval. The Island House project was approved prior to the Town establishing maximum density limits. Applying the current 70 DUA criteria, this site if requested to be approved today (2021) would only be allowed to include 72 DU. With 86 DU as proposed the project density would be 83 DUA. The 2013 PZB Site Development Plan approval has been kept "alive" by a series of extensions granted either by the Town Manager (6 months) or Florida State Statute / Governor's Executive Orders. The current project expiration date has been extended to June 7th, 2022.

At the April 7th, 2014 Town Council meeting a Resolution was adopted setting a 50% "rule" (50% private TDRs first / 50% public TDR second) for TDR units assigned to projects. This was meant to reserve the few remaining Town-owned TDR units over a longer period of time, since there is a large number of privately owned TDR units. As previously stated, the applicant is aware that the Town Council has adopted the 50% rule Resolution and is requesting to purchase 15 TDR units (29.4%) from the Town-owned "pool".

In the earlier years of the Town's TDR program (2004-06+/-) about 40% of the 30+/- new redevelopment projects requested some TDR units. The initial price of publically-owned TDR units was \$75,000 for waterfront sites and \$45,000 for non-waterfront sites, which was based on actual real estate sales at that time. However, due to the real estate market collapse (2006-11) only two (2) TDR allocations were consummated from that time period (total of 13 TDR units). Both TDR transactions were done via private sales for values just below \$70,000 per DU. Both were for waterfront locations and only one was built (Millennium West / Riva).

Due to development inactivity and the cost of appraisal updates the Town did not update the TDR values for several years. In April 2011 due to a perceived increase in development activity the Town requested the original appraiser (Quinlivan) to update the TDR values of publically-owned TDR units. Several price adjustments have been adopted since April 2011. The current Town-owned TDR values set by Resolution No. 2171 on March 11th, 2019 are \$75,000 for waterfront sites and \$65,000 for non-waterfront sites.

Between 2011-2016 there have been numerous Town-owned TDR allocations approved by the Town Council. However, no Town-owned TDR requests have been received / consummated since 2016. Our records note the Town has now sold 250 of the 330 available Town-owned TDR units (East Island multi-family area). As of April 2021, there are only 80 Town-owned TDR units remaining. Of the contracts to sell the TDR units, 165 TDR units are for waterfront sites and 85 are for non-waterfront sites. There have also been several "sales" of TDR units approved by the Town from private property owners. Our records reflect these private "sales" total 263 TDR units from private parties to date. Some have been approved by the Town but not closed as yet. If the Town approves this request (15 Town-owned TDR units) there will be only 65 Town-owned TDR units remaining.

SUMMARY

On July 16th, 2013 a revised Site Development Plan approval was granted by the Town's Planning and Zoning Board for an 87 DU multiple-family complex (Res. No 1170-A). The current request indicates an intent to build 86 DU. The allowable base zoning density of 34 DUA would allow 35 DU on the receiving site (1.03 acres X 34 DUA = 35.02 or 35 DU). Since the proposed project now includes 86 total dwelling units, this requires the acquisition of 51 TDR units. The developer of the receiving site (Island House) has been contracting with other privately-owned / fully developed sites (Trio Commons / 9300 WBHD Condo in August / September 2014; 9201 WBH Townhomes in September 2015; Habitat / 1175 101 Street in October 2015; Sereno East & Anchorage Condo in February 2016) to acquire 27 TDR units to date. Therefore, the applicant must still acquire 24 TDR units prior to construction.

In September 2016 the developer filed a request with the Town to acquire 20 public Town TDR units. The application form filed in 2016 stated an intent to build only 82 DU and building permit plans were eventually filed for 82 DU. If that acquisition was completed, they would have had enough base / TDR units to proceed (82 DU – 35 Base DU – 27 Private TDR DU - 20 Town TDR DU). On October 17th, 2016 the Town Council adopted Resolution No. 2104 to sell 20 public TDR units from the Town "pool" to the developer for \$1,400,000 (\$70,000 per DU). A condition of the Resolution required the developer to execute and close on the Agreement for Purchase and Sale within 10 business days. These actions (execute agreement / close) never occurred; therefore, the TDR sale was not finalized.

As of 2021 it now appears the developer is again seeking to build 86 DU which would require more TDR units than in 2016 (24 TDR remaining to be acquired). The latest revised request is to purchase 15 TDR units from the Town-owned "pool". If the Town Council agrees to this request, the developer will still need to acquire an additional nine (9) TDR units to build 86 total DU.

The Code allows the Town Council to set the current price or use an alternative method to determine the TDR values. The applicant's current offer of \$75,000 per DU matches the current value for waterfront sites set by the Town Council. If the Town Council likes the redevelopment project, favorably consider the applicant's offer to acquire fifteen (15) TDR units from the Town-owned "pool" of TDR units. If the Town Council does not like the project and/or does not want to allocate Town-owned TDR units, deny the request current request. In this instance the applicant will need to acquire all or more of the additional 24 TDR units from private property owners. The Town's 50% rule is met in this instance as this request is for 29.4% of the required TDR units.

If the Town Council approves the request of allocating 15 TDR units at \$75,000 each, the total value would be \$1,125,000.

Suggested Condition - TDR allocations are meant for site specific allocations for the actual number of DU being developed and the intention is the development will move forward. TDR units cannot be "banked" by a party. Once a site plan is approved by the Town a building permit must be requested by a time certain (1 year) and extensions may be granted. MMPA suggests the sales contract include a "reverter" clause that provides that if the project does not proceed within the specified time period, all of the TDR units (or DU not needed) revert back to the Town-owned "pool".

INDEX

	COVER
A-001	DATA SHEET
A-002	LAND USE PLAN DESIGNATION
A-003	PERIMETER SECTIONS
A-004	SETBACKS SCHEME
A-005	BUILDING ARTICULATION SCHEME
A-006	SITEPLAN - CONTEXT
A-100	SITEPLAN
A-101	SUB-T LEVEL 1
A-102	FIRST LEVEL
A-103	SECOND LEVEL
A-104	TYPICAL LEVEL (3rd to 6th LV)
A-105	SEVENTH LEVEL
A-106	EIGHTH LEVEL
A-107	ROOF LEVEL
A-108	MATERIALS
A-401	EAST & WEST ELEVATION
A-402	NORTH & SOUTH ELEVATION
A-501	N-S SECTION
A-502	E-W SECTION

ISLAND HOUSE

ARCHITECT
REVUELTA ARCHITECTURE INTERNATIONAL
2950 SW 27TH AVENUE
SUITE No. 110
MIAMI, FLORIDA 33133

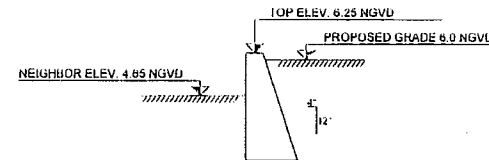
CONSULTANT ARCHITECT
FRANKEL BENAYOUN ARCHITECTS
1177 KANE CONCOURSE
BAY HARBOR ISLANDS, FLORIDA 33154

SITE PLAN APPROVAL REVISION

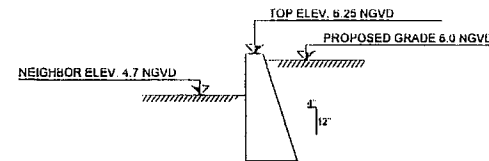
9201 EAST BAY HARBOR DR.

These drawings and documents are the property of the City of San Francisco and are not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the City of San Francisco. The City of San Francisco is not responsible for any errors or omissions in these drawings and documents.

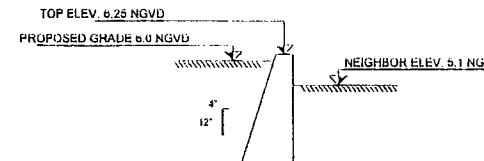
SECTION A-A



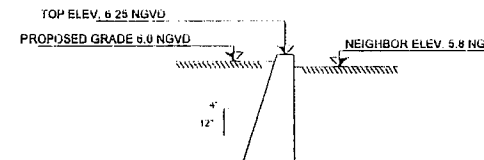
SECTION B-B



SECTION C-C



SECTION D-D



SECTIONS (1) GRAVITY WALL ALONG THE PERIMETER

NOTE:
FOR GRAVITY WALL DETAIL REFER TO SHEET C-4

revuelta
10/13/2014 10:10 AM
10/13/2014 10:10 AM

Revista
10/13/2014 10:10 AM
10/13/2014 10:10 AM

Revista
10/13/2014 10:10 AM
10/13/2014 10:10 AM

Revista
10/13/2014 10:10 AM
10/13/2014 10:10 AM

ISLAND HOUSE
10/13/2014 10:10 AM
10/13/2014 10:10 AM

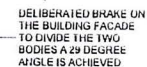
LAUREN
10/13/2014 10:10 AM
10/13/2014 10:10 AM

SCHEMATIC
10/13/2014 10:10 AM
10/13/2014 10:10 AM

10/13/2014 10:10 AM
10/13/2014 10:10 AM
10/13/2014 10:10 AM

10/13/2014 10:10 AM
10/13/2014 10:10 AM
10/13/2014 10:10 AM

A-1003



53'-0" WIDE BREZZEWAY
3 LEVELS IN HEIGHT

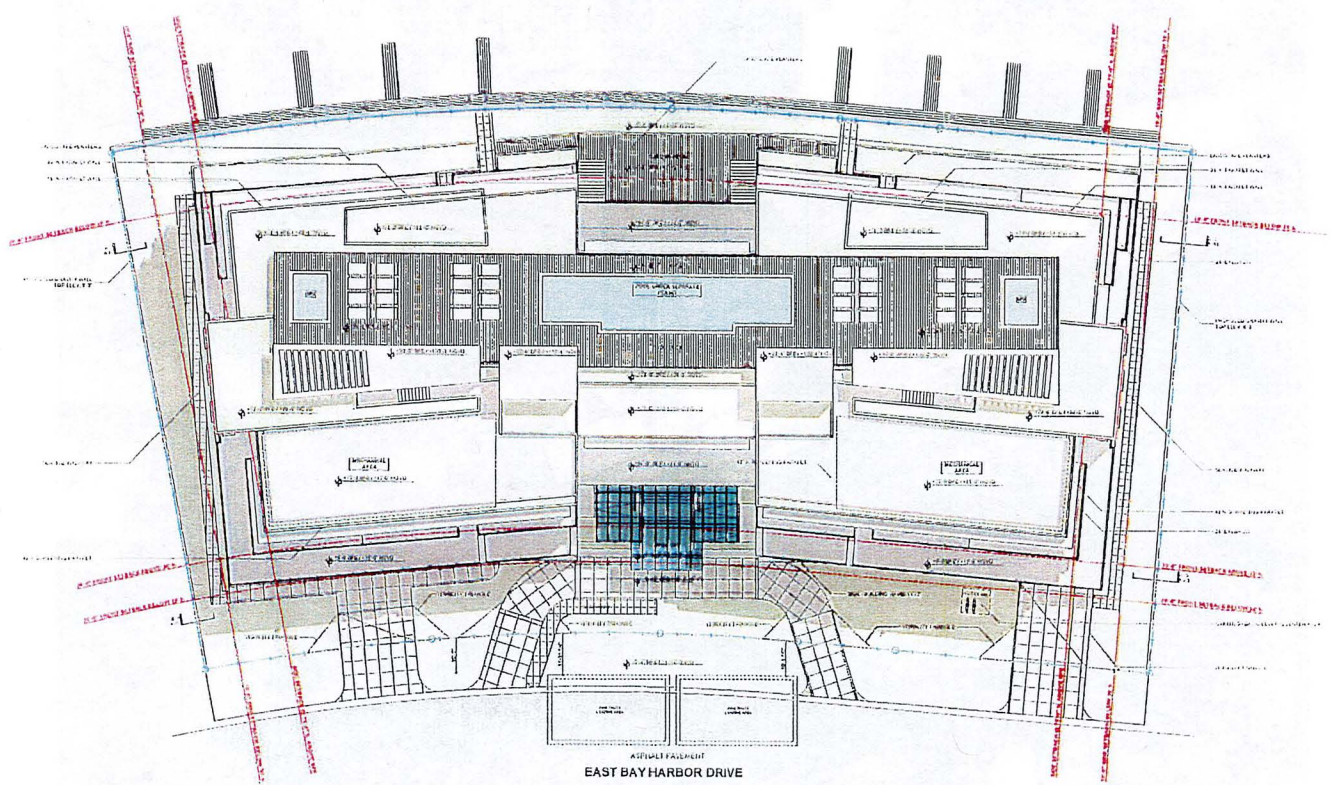
32'-8" FLEX SETBACK

DELIBERATED BRAKE ON
THE BUILDING FACADE
— TO DIVIDE THE TWO
BODIES A 17 DEGREE
ANGLE IS ACHIEVED

SCALE $\text{MIG}^{\circ} = 15$

Building Length:

- The maximum overall length of any single building in a linear shape with no breaks or angles greater than 15 degrees shall not exceed 205 feet

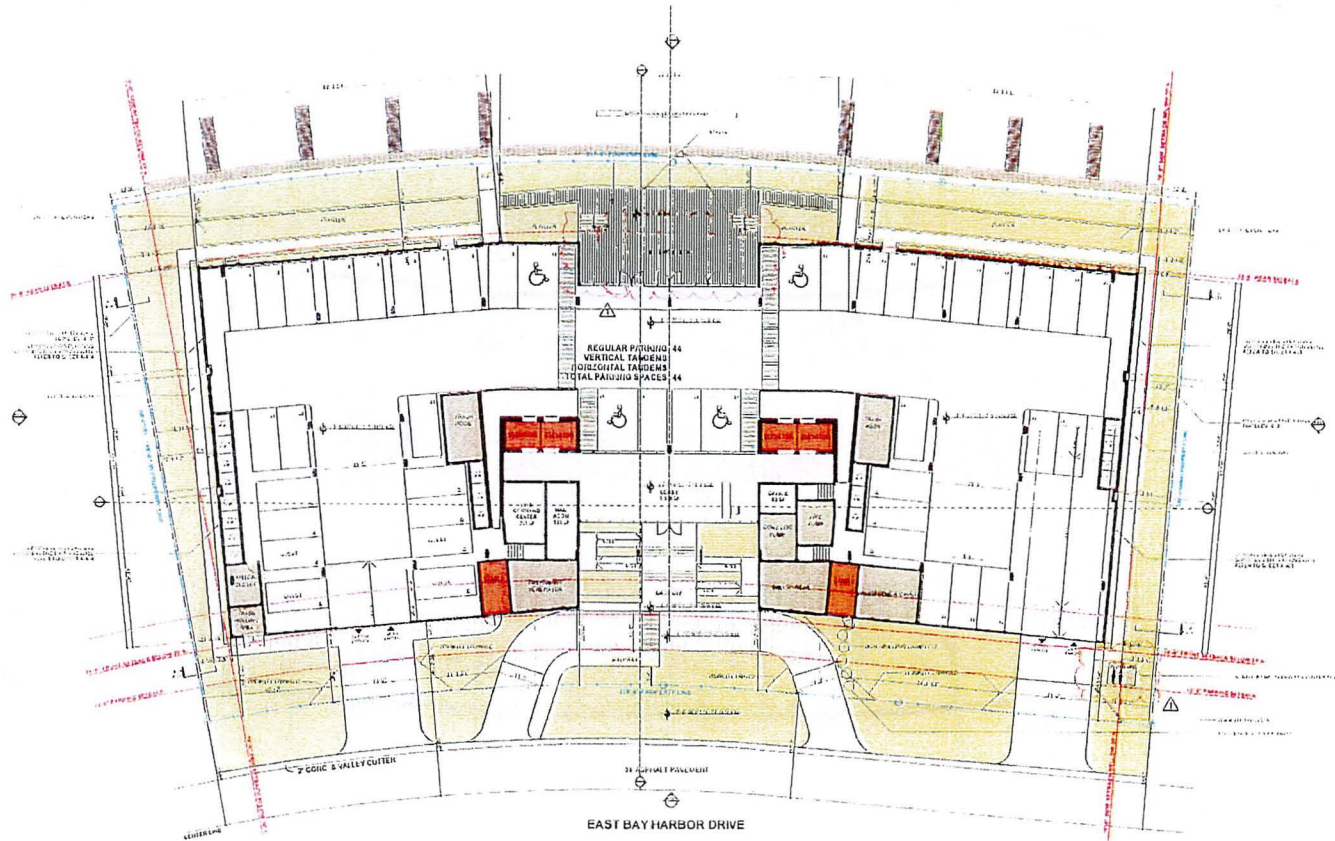


ISLAND HOUSE
SITE PLAN
SCALE 1/8" = 1'-0"

THIS DOCUMENT IS THE PROPERTY OF REVUELTA ARCHITECTURAL STUDIO. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF REVUELTA ARCHITECTURAL STUDIO. ANY VIOLATION OF THIS NOTICE SHALL BE SUBJECT TO LEGAL ACTION.



ISLAND HOUSE
PARKING LEVEL -1
SCALE 1/8" = 1'-0"



ISLAND HOUSE
FIRST LEVEL
SCALE 1/8\"/>

THIS DOCUMENT IS THE PROPERTY OF REVUELTA ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF REVUELTA ARCHITECTS. ANY VIOLATION OF THIS AGREEMENT WILL BE SUBJECT TO LEGAL ACTION.

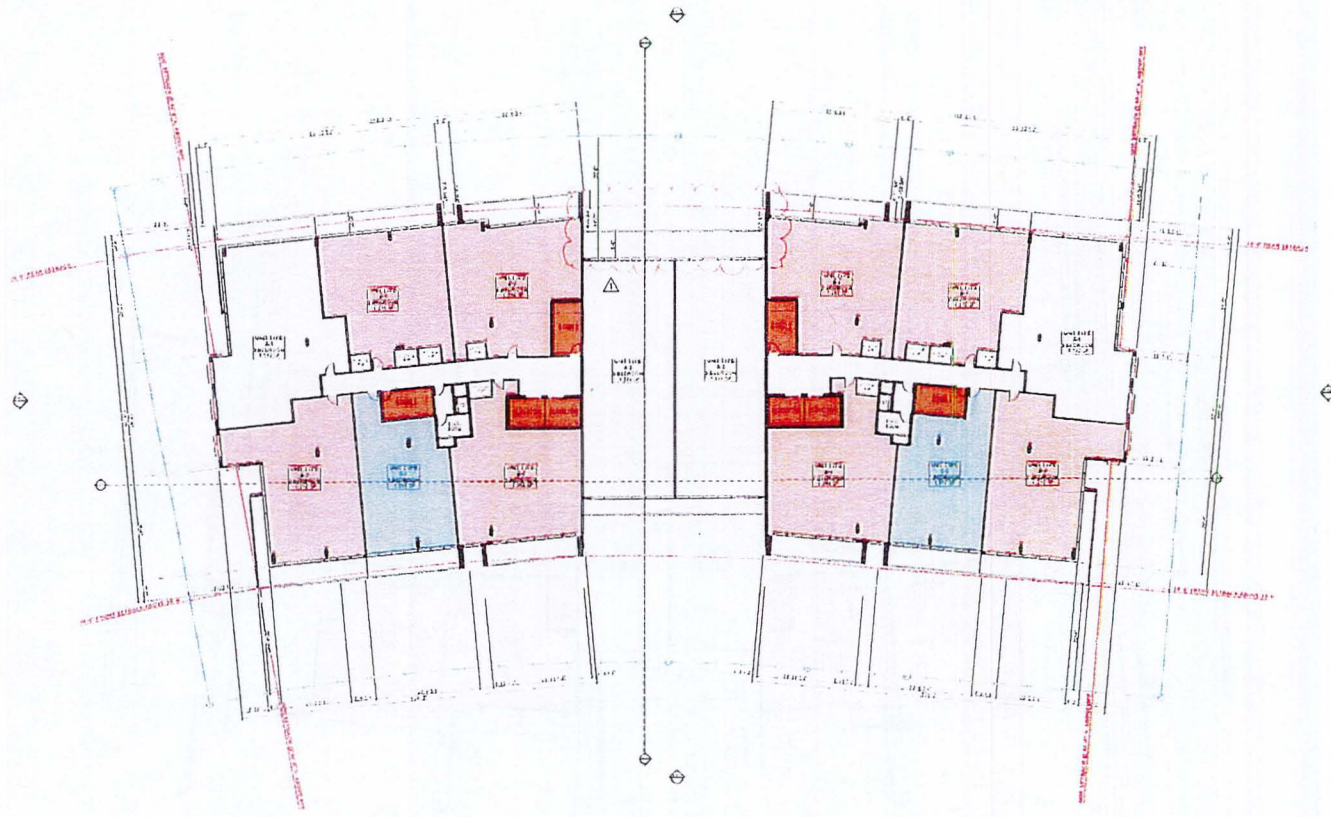
N  (1) ISLAND HOUSE
SECOND LEVEL
SCALE 1/8" = 1'-0"



ISLAND HOUSE
THIRD TO SIXTH LEVEL
SCALE 1/8" = 1'-0"
DATE: 10/10/10
PROJECT NO. 100

THIS DOCUMENT IS THE PROPERTY OF REVUELTA ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF REVUELTA ARCHITECTS. ANY VIOLATION OF THIS AGREEMENT WILL BE SUBJECT TO LEGAL ACTION.

These drawings are prepared by the Architectural Firm of Revuelta y Asociados, S. de RL de CV, and shall not be reproduced or used in any manner without the written consent of Revuelta y Asociados, S. de RL de CV. The drawings are the property of Revuelta y Asociados, S. de RL de CV and shall not be reproduced or used in any manner without the written consent of Revuelta y Asociados, S. de RL de CV.



(1) ISLAND HOUSE
SEVENTH LEVEL
SCALE: 1/8" = 1'-0"

revuelta
ARQUITECTOS
REVUELTA Y ASOCIADOS

PROYECTO: ISLAND HOUSE
UBICACION: CAYMAN ISLANDS
FECHA: 2011
Escala: 1/8" = 1'-0"

PROYECTO: ISLAND HOUSE
UBICACION: CAYMAN ISLANDS
FECHA: 2011
Escala: 1/8" = 1'-0"

ISLAND HOUSE
SEVENTH LEVEL

LAUBCO
LAUBCO

SCHEMATIC
DEVELOPMENT
Revuelta y Asociados

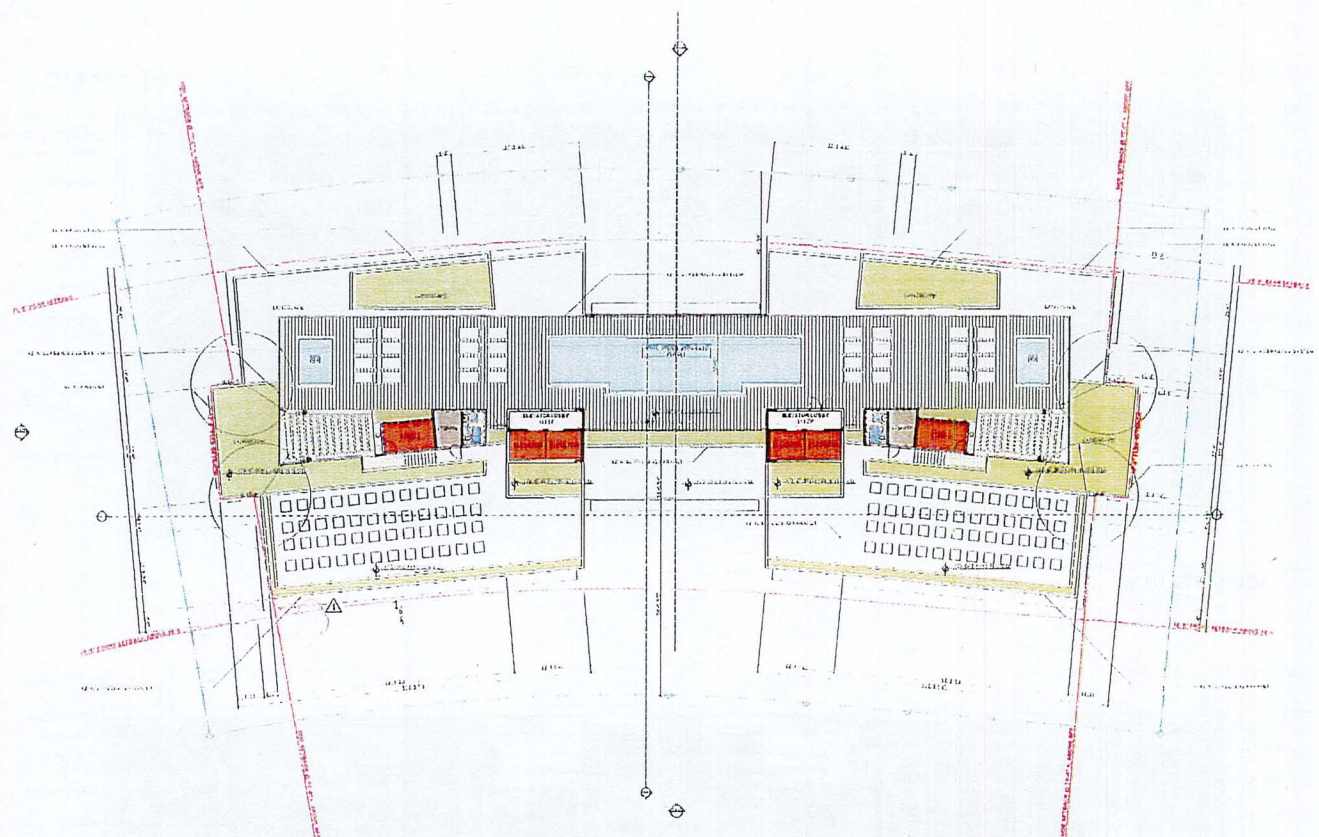
PROYECTO: ISLAND HOUSE
UBICACION: CAYMAN ISLANDS
FECHA: 2011
Escala: 1/8" = 1'-0"

DATE: 2011
DRAWN BY: J. L. L. L.
CHECKED BY: J. L. L. L.
SCALE: 1/8" = 1'-0"

A-105

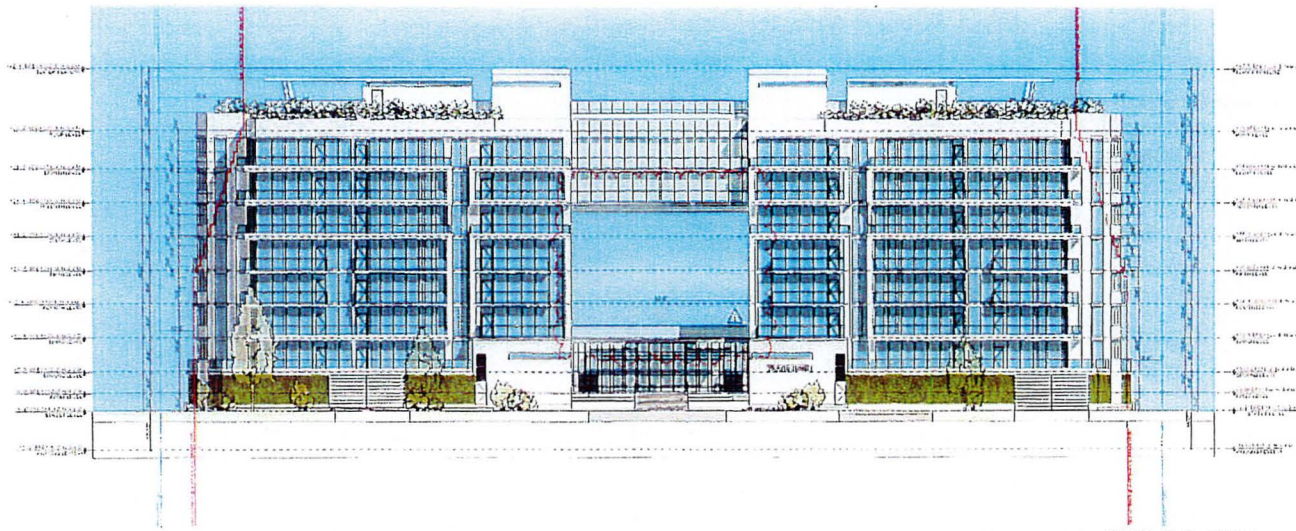


N  (1) ISLAND HOUSE
EIGHTH LEVEL
SCALE 1/16" = 1'-0"

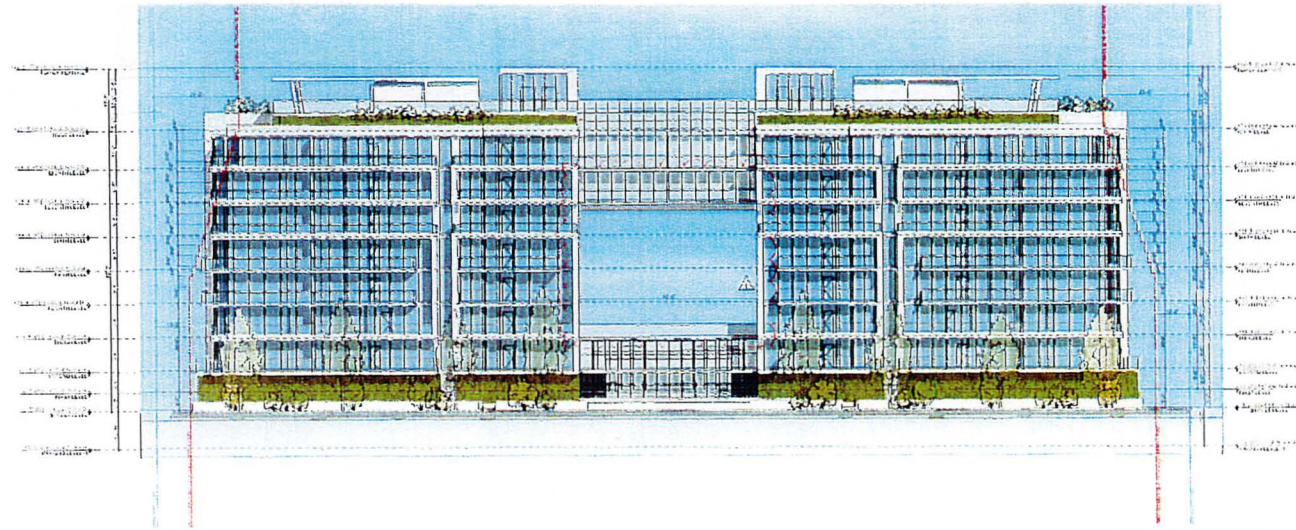


N  (1) ISLAND HOUSE
ROOF LEVEL
SCALE: 3/4" = 1'-0"
ROOF LEVEL +75'-0" BFE / +85'-0" N.G.V.D.

These drawings are the property of the Architect and are to be used only for the project and site specified. No part of these drawings may be reproduced or transmitted in any form or by any means electronic or mechanical, including photocopying, recording, or by any information storage or retrieval system, without the prior written permission of the Architect.



(1) WEST ELEVATION
SCALE 1/8" = 1'-0"



(2) EAST ELEVATION
SCALE 1/8" = 1'-0"

revuelta
ARCHITECTS
P.L.L.C.

1000 N. 10th St.
Suite 100
Miami, FL 33136
Tel: 305.375.1111
Fax: 305.375.1112
www.revuelta.com

© 2014 Revuelta Architects P.L.L.C.

1000 N. 10th St.
Suite 100
Miami, FL 33136
Tel: 305.375.1111
Fax: 305.375.1112
www.revuelta.com

ISLAND HOUSE
1000 N. 10th St.
Suite 100
Miami, FL 33136
Tel: 305.375.1111
Fax: 305.375.1112
www.revuelta.com

1000 N. 10th St.
Suite 100
Miami, FL 33136
Tel: 305.375.1111
Fax: 305.375.1112
www.revuelta.com

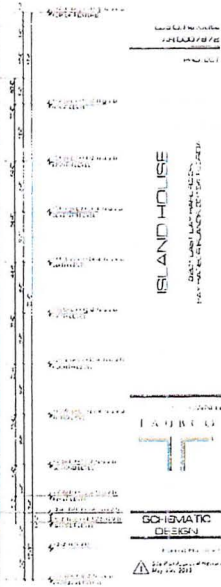
SCHEMATIC
DESIGN
1000 N. 10th St.
Suite 100
Miami, FL 33136
Tel: 305.375.1111
Fax: 305.375.1112
www.revuelta.com

1000 N. 10th St.
Suite 100
Miami, FL 33136
Tel: 305.375.1111
Fax: 305.375.1112
www.revuelta.com

1000 N. 10th St.
Suite 100
Miami, FL 33136
Tel: 305.375.1111
Fax: 305.375.1112
www.revuelta.com

A-401



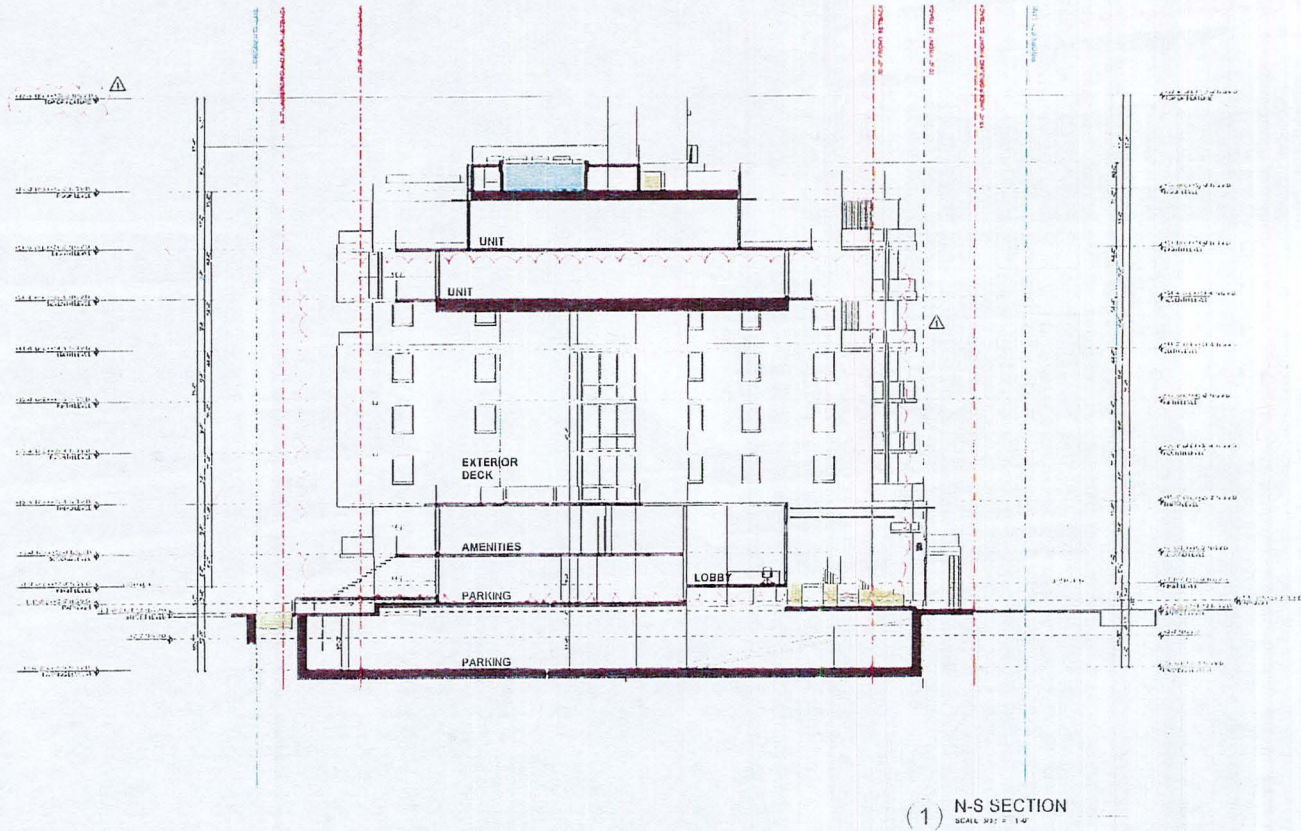


NOTE
 17' MINIMUM BREEZEWAY WIDTH 27'-0" PER CODE
 PROPOSED BIL EYE LAY WIDTH 33'-0"

[illegible]

Dec
 1971
 1216
 A-501

These drawings are the property of the Architect. They are to be used only for the project and location specified. No part of these drawings may be reproduced or transmitted in any form or by any means electronic or mechanical, including photocopying, recording, or by any information storage or retrieval system, without the prior written permission of the Architect. The Architect assumes no responsibility for the construction of the project or for the safety of the project. The Architect is not responsible for the construction of the project or for the safety of the project.



(1) N-S SECTION
SCALE 3/32" = 1'-0"

revuelta
ARCHITECTS
1000 14TH AVENUE
SUITE 1000
DENVER, CO 80202
TEL: 303.733.1111
WWW.REVUELTA.COM

ISLAND HOUSE
1000 14TH AVENUE
SUITE 1000
DENVER, CO 80202
TEL: 303.733.1111
WWW.REVUELTA.COM

TAJCO

SCHEMATIC
DESIGN

DATE: 10/10/2013
BY: [Signature]

DATE: 10/10/2013
BY: [Signature]

DATE: 10/10/2013
BY: [Signature]

DATE: 10/10/2013
BY: [Signature]

DATE: 10/10/2013
BY: [Signature]

DATE: 10/10/2013
BY: [Signature]

DATE: 10/10/2013
BY: [Signature]

DATE: 10/10/2013
BY: [Signature]

DATE: 10/10/2013
BY: [Signature]

DATE: 10/10/2013
BY: [Signature]

DATE: 10/10/2013
BY: [Signature]







RESOLUTION NO. 1170 - A

A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE
SITE DEVELOPMENT PLAN APPLICATION FOR THE ISLAND
HOUSE PROJECT.

WHEREAS, on December 11, 2012, Island Club Towers, LLC ("Applicant"), filed an initial application and, thereafter, filed revised Site Development Plans on April 26, 2013, May 15, 2013, and May 30, 2013, for Site Plan approval for a 87-unit condominium building, with two (2) levels of parking including subterranean parking, and seven (7) stories of habitable units on top of the parking (the "ISLAND HOUSE") located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

Lots 19, 20, 21 and 22 of Block 1, "Bay Harbor Island" Subdivision according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County; and

WHEREAS, a site plan for new construction requires approval by the Planning and Zoning Board pursuant to Section 5-23.1(a) of the Town of Bay Harbor Islands' Code of Ordinances; and

WHEREAS, on July 16, 2013, the Town's Planning and Zoning Board approved the Site Plan for the ISLAND HOUSE Project, pursuant to Sections 5-23.1(a) and 23-11(B1)(6) of the Town's Code of Ordinances with the conditions set forth below.

NOW THEREFORE, be it resolved that:

1. Recitals. The foregoing recitals are hereby ratified as true and correct and incorporated herein by reference.
2. Finding. The Planning and Zoning Board finds that the ISLAND HOUSE Project is consistent with the criteria in Sections 5-23.1 and 23-11(B1)(6) and approves the site plan titled "ISLAND HOUSE" on July 16, 2013, subject to the conditions set forth below for approval.
3. Effective Date. This Resolution shall take effect upon the date of its adoption (the "Effective Date").
4. Conditions of Approval.
 - A. Approval is based on the Site Development Plans dated May 30, 2013. Any changes thereto shall require separate approvals from the Town staff and/or the Planning and Zoning Board as specified in the Town Code.
 - B. Any existing overhead power lines adjoining the site must be placed underground during the redevelopment of the site at the sole expense of the developer.
 - C. The Applicant shall coordinate with the Miami-Dade County School Board staff through the Town staff (Building Dept.) to provide calculations and address any deficiencies at public schools that serve the Town. If mitigation is required an agreement/payment must be finalized prior to the issuance of building permits.
 - D. The ISLAND HOUSE Project is required to obtain 51 additional TDR dwelling units and receive approval from Town Council to utilize such TDRs for the ISLAND HOUSE Project prior to the issuance of a building permit.
 - E. The ISLAND HOUSE Project shall be reviewed by the Miami-Dade County Fire Department. When the Miami-Dade Fire Department formally reviews the Project, if any substantial site design changes are required, further approval of the Site Development Plan may be required by the Town.
 - F. A unity of title joining Lots 19, 20, 21, and 22, acceptable in form by the Town Attorney, shall be prepared by the Applicant and recorded in the Miami-Dade Public Records.
 - G. The Applicant shall make the following revisions to the site plan and such revisions shall be reviewed and approved by the Town's staff:
 1. Applicant shall make the Third Level (above the lobby and within the breezeway) useable space with railings and acceptable landscaping.
 2. Applicant shall further articulate the Parking Garage on the rear of the building (first level) and the second level (referred to as the East Elevation on Page A-

401 of the Site Plan), by the indentation of 14'7" from the rear set back to align with the breezeway units on the upper floors and to encase the articulation (indentation) with glass (this articulation may cause a loss of two (2) parking spaces).

3. Applicant shall further articulate (break up) the balconies on the West Elevation (referred to as the West Elevation on Page A-401 of the Site Plan) similar to the balconies on the East Elevation (referred to as the East Elevation on Page A-401 of the Site Plan).
4. Applicant shall eliminate both units referred to as A-2 on the sixth (6th) level on page A-105 of the Site Plan (located above the breezeway). Applicant may, however, convert the Penthouse Unit on the eighth (8th) level (referred to as PH Unit on the Page A-106 of the Site Plan) into two (2) units.
5. Applicant shall move the back flow preventer to the side of the building.
6. Applicant shall add fenestration to the units facing the breezeway.

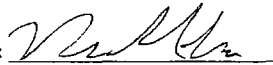
H. The Applicant shall submit final working plans within 180 days after the Effective date of this Resolution, unless extended by the Town Manager, or his designee, for up to 180 days. The Applicant shall obtain a building permit within 90 days after the approval of final working plans, unless extended by the Town Manager, or his designee, for up to 90 days. Failure to obtain a building permit within the prescribed time shall result in the invalidation of the site plan, except and unless this Resolution is extended pursuant to the Town's Code of Ordinances or other valid extension as prescribed by Florida law.

5. Severability. If any provision, section, phrase or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

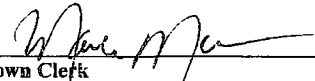
6. Effective Date. This Resolution shall become effective immediately upon its adoption, unless a timely appeal is filed with the Town Council.

PASSED and ADOPTED this 16th day of July, 2013.

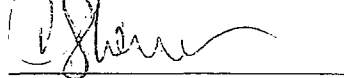
**PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS**

By: 
Chair Person

ATTEST:


Town Clerk

APPROVED AS TO FORM:


Town Attorney

revuelta

ARCHITECTS

1000 10th Street, Suite 100

San Francisco, CA 94103

Phone: (415) 774-1111

Fax: (415) 774-1112

Website: www.revuelta.com

Project: ISLAND HOUSE

Location: 1000 10th Street, Suite 100

Scale: 1" = 10' - 0"

Date: 10/10/08

Sheet: A-008

Project: ISLAND HOUSE

Location: 1000 10th Street, Suite 100

Scale: 1" = 10' - 0"

Date: 10/10/08

Sheet: A-008

Project: ISLAND HOUSE

Location: 1000 10th Street, Suite 100

Scale: 1" = 10' - 0"

Date: 10/10/08

Sheet: A-008

Project: ISLAND HOUSE

Location: 1000 10th Street, Suite 100

Scale: 1" = 10' - 0"

Date: 10/10/08

Sheet: A-008

Project: ISLAND HOUSE

Location: 1000 10th Street, Suite 100

Scale: 1" = 10' - 0"

Date: 10/10/08

Sheet: A-008

Project: ISLAND HOUSE

Location: 1000 10th Street, Suite 100

Scale: 1" = 10' - 0"

Date: 10/10/08

Sheet: A-008

Project: ISLAND HOUSE

Location: 1000 10th Street, Suite 100

Scale: 1" = 10' - 0"

Date: 10/10/08

Sheet: A-008

Project: ISLAND HOUSE

Location: 1000 10th Street, Suite 100

Scale: 1" = 10' - 0"

Date: 10/10/08

Sheet: A-008

Project: ISLAND HOUSE

Location: 1000 10th Street, Suite 100

Scale: 1" = 10' - 0"

Date: 10/10/08

Sheet: A-008

Project: ISLAND HOUSE

Location: 1000 10th Street, Suite 100

Scale: 1" = 10' - 0"

Date: 10/10/08

Sheet: A-008

Project: ISLAND HOUSE

Location: 1000 10th Street, Suite 100

Scale: 1" = 10' - 0"

Date: 10/10/08

Sheet: A-008

Project: ISLAND HOUSE

Location: 1000 10th Street, Suite 100

Scale: 1" = 10' - 0"

Date: 10/10/08

Sheet: A-008

Project: ISLAND HOUSE

Location: 1000 10th Street, Suite 100

Scale: 1" = 10' - 0"

Date: 10/10/08

Sheet: A-008

Project: ISLAND HOUSE

Location: 1000 10th Street, Suite 100

Scale: 1" = 10' - 0"

Date: 10/10/08

Sheet: A-008

Project: ISLAND HOUSE

Location: 1000 10th Street, Suite 100

Scale: 1" = 10' - 0"

Date: 10/10/08

Sheet: A-008

Project: ISLAND HOUSE

Location: 1000 10th Street, Suite 100

Scale: 1" = 10' - 0"

Date: 10/10/08

Sheet: A-008

Project: ISLAND HOUSE

Location: 1000 10th Street, Suite 100

Scale: 1" = 10' - 0"

Date: 10/10/08

Sheet: A-008

Project: ISLAND HOUSE

Location: 1000 10th Street, Suite 100

Scale: 1" = 10' - 0"

Date: 10/10/08

Sheet: A-008

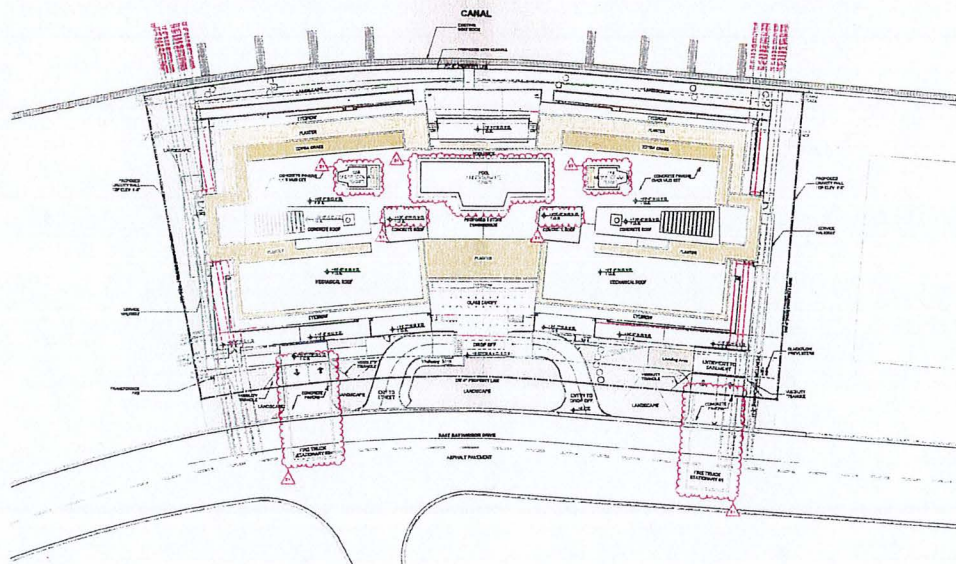
Project: ISLAND HOUSE

Location: 1000 10th Street, Suite 100

Scale: 1" = 10' - 0"

Date: 10/10/08

Sheet: A-008



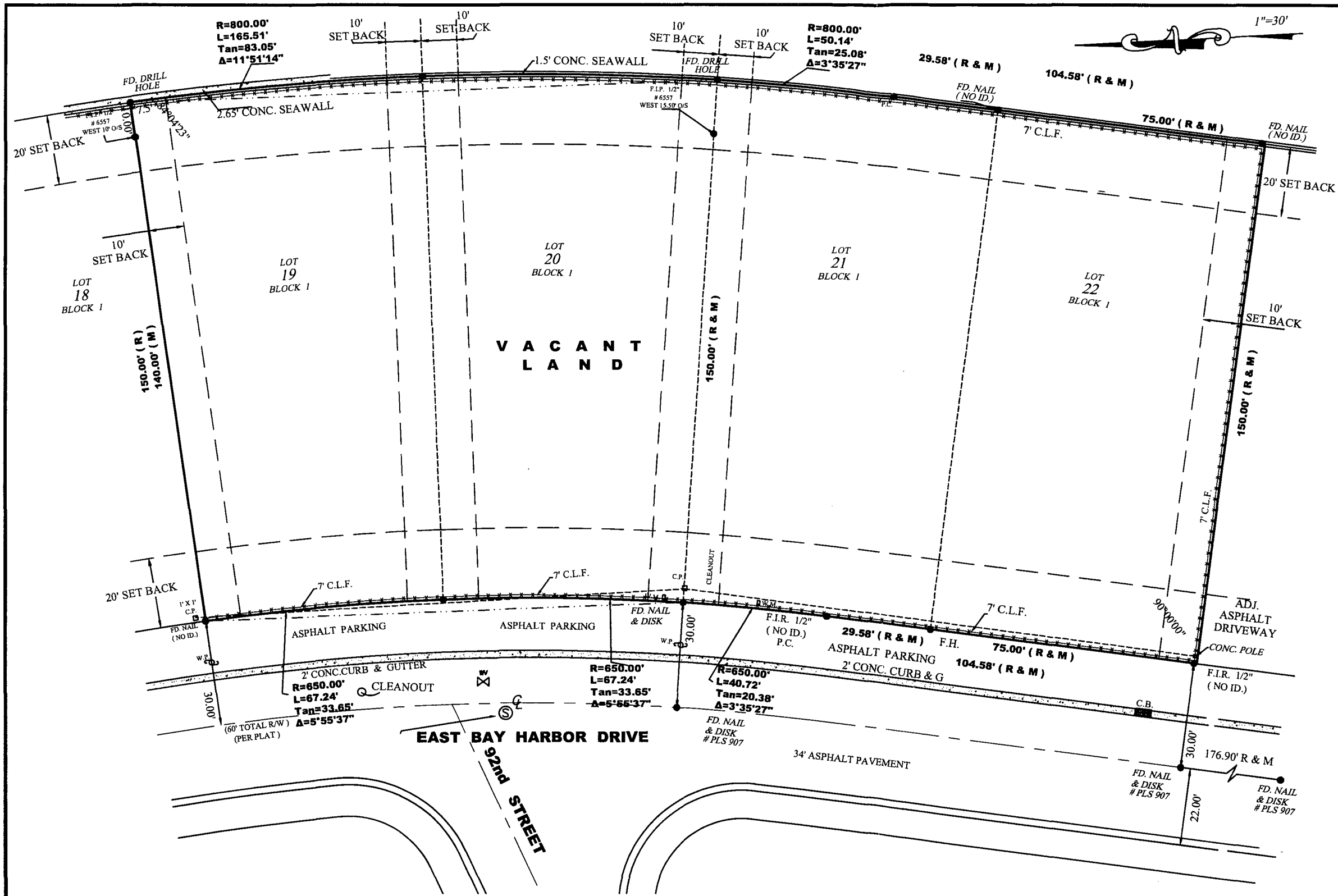
NOTES

- * Refer to landscape plan for landscaping
- * Refer to civil drawings for utilities, grading and site details
- * Refer to survey for lot dimensions and legal description

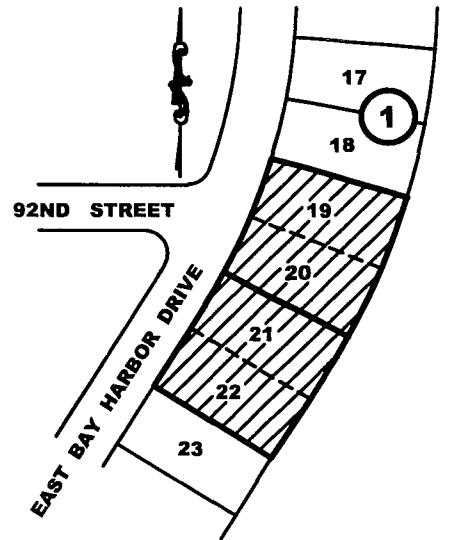
1 SITE PLAN



A-008



LOCATION MAP
NOT TO SCALE



BOUNDARY SURVEY

PROPERTY ADDRESS: 9161, 9201 & 9221 E. BAY HARBOR DR., BAY HARBOR ISLANDS, FL. 33154.

LEGAL DESCRIPTION:

PARCEL 2: LOTS 19 AND 20, BLOCK 1, OF BAY HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. (FOLIO# 13-2227-001-0170)

PARCEL 3: LOTS 21 AND 22, BLOCK 1, OF BAY HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. (FOLIO# 13-2227-001-0180)

AKA
CONDOMINIUM UNITS 1A, 1B, 2A, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, AND 9B, OF BAY ISLE CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 10335, PAGE 262, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND ANY AMENDMENTS THERETO, TOGETHER WITH ITS UNDIVIDED SHARE IN THE COMMON ELEMENTS.

SURVEYOR'S NOTES:

- 1) OWNERSHIP SUBJECT TO OPINION OF TITLE.
- 2) NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 3) THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.
- 4) LEGAL DESCRIPTION PROVIDED BY CLIENT.
- 5) UNDERGROUND ENCROACHMENTS NOT LOCATED.
- 6) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929.
- 7) OWNERSHIP OF FENCES ARE UNKNOWN.
- 8) THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 9) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK FOR BUILDING AND ZONING INFORMATION.
- 10) EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THIS PROPERTY.
- 11) ELEVATIONS BASED OFF OF BM# N/A

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
BEARINGS WHEN SHOWN ARE REFERRED TO AN ASSUMED VALUE OF SAID PB: 46 PG: 5

LEGEND & ABBREVIATIONS:

CONCRETE
CONC. BLOCK WALL
WOOD DECK
COVERED AREA
ASPHALT
CHAIN LINK FENCE (CLF)
WOOD FENCE (WF)
IRON FENCE (IF)
ARC DISTANCE
LENGTH
CENTRAL ANGLE / DELTA
RADIUS
TANGENT
POINT OF TANGENCY
POINT OF CURVATURE
POINT OF COMPOUND CURVE
CATCH BASIN
CABLE UTILITY BOX

B.C. = BLOCK CORNER
P. = PROPERTY LINE
C. = CENTER LINE
M. = MONUMENT LINE
CALC. = CALCULATED
M. = FIELD MEASURED
P. = PER PLAT
TYP. = TYPICAL
P.R.M. = PERMANENT REFERENCE MONUMENT
P.C.P. = PERMANENT CONTROL POINT
FD. NAIL = FOUND NAIL
FD. D/H = FOUND DRILL HOLE
FD. 1/2" I.P. = FOUND IRON PIPE 1/2" DIAMETER
C.M. = CONCRETE MONUMENT
W.M. = WATER METER
R/W = RIGHT OF WAY

U.E. = UTILITY EASEMENT
A.E. = ANCHOR EASEMENT
D.E. = DRAINAGE EASEMENT
ENCR. = ENCROACHMENT
F.F. ELEV. = FINISHED FLOOR ELEVATION
N.T.S. = NOT TO SCALE
P.B. = PLAT BOOK
O.R.B. = OFFICIAL RECORD BOOK
M.H. = MAN HOLE
C.B.S. = CONCRETE BLOCK STRUCTURE
BLDG. = BUILDING
O.H.L. = OVERHEAD UTILITY LINES
TEL. = TELEPHONE FACILITIES

P.R.C. = POINT OF REVERSE CURVE
CH. = CHORD
CH. BRG. = CHORD BEARING
B.M. = BENCH MARK
B.R. = BEARING REFERENCE
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
T.B.M. = TEMPORARY BENCH MARK
P.O.B. = POINT OF BEGINNING
T.B.M. = TEMPORARY BENCH MARK
FD. I.R. = FOUND IRON REBAR
FD. P.K.NAIL = FOUND PARKER-KALON NAIL
P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
A/C = AIR CONDITIONER PAD
TX. = TRANSFORMER
P.P. = POWER POLE
D.M.E. = DRAINAGE & MAINTENANCE EASEMENT
+ 0.0' = EXISTING ELEVATION

ELEV. = ELEVATION
SEC. = SECTION
TWS. = TOWNSHIP
RG. = RANGE
SWK. = SIDEWALK

I HEREBY CERTIFY THAT THE SURVEY REPRESENTED THEREON MEETS THE MINIMUM TECHNICAL REQUIREMENTS ADOPTED BY THE STATE OF FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.027 FLORIDA STATUTES. THERE ARE NO ENCROACHMENTS, OVERLAPS, EASEMENTS APPEARING ON THE PLAT OR VISIBLE EASEMENTS OTHER THAN AS SHOWN HEREON.

ADIS NUNEZ

ADIS N. NUNEZ
REGISTERED LAND SURVEYOR
STATE OF FLORIDA #5824

Digitally signed by ADIS NUNEZ
DN: cn=ADIS NUNEZ, o=ADIS NUNEZ, email=ADISNUNEZ@YAHOO.COM, Date: 2021.04.02 13:46:19 -0400

SINCE 1987

BLANCO SURVEYORS INC.

Engineers • Land Surveyors • Planners • LB # 0007059

555 NORTH SHORE DRIVE
MIAMI BEACH, FL 33141

(305) 865-1200

Email: blancosurveyorsinc@yahoo.com

Fax: (305) 865-7810

FLOOD ZONE: AE

PANEL: 0144

DATE: 4/1/21

SCALE: 1" = 30'

SUFFIX: L

FEMA DATE: 09/11/09

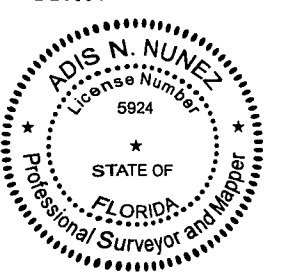
BASE: 9' & 10'

COMMUNITY # 120637

DWN. BY: R.BELLO

JOB No. 21-230

SURVEYOR'S SEAL



**AGREEMENT FOR PURCHASE AND SALE OF
TRANSFERABLE DEVELOPMENT RIGHTS**

THIS AGREEMENT FOR PURCHASE AND SALE OF TRANSFERABLE DEVELOPMENT RIGHTS (the "Agreement") is made and entered into as of the _____ day of April, 2021 (the "Effective Date") by and between the TOWN OF BAY HARBOR ISLANDS (the "Town" or "Seller") and ISLAND CLUB TOWERS, LLC, (the "Buyer"). Buyer and Seller are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS:

A. Buyer is the owner of that certain real property located in Miami-Dade County, Florida more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property") and seeks to purchase thirteen (13) transferable development rights (collectively, the "TDRs") from Seller for and in connection with the development and construction of the Project (defined below) on the Property.

B. Buyer has submitted a Site Development Plan to the Town for the approval of a Project known as Island House having 86 units to be developed on the Property (the "Project").

C. The Site Development Plan was approved by the Town's Planning and Zoning Board by Resolution Number 1170-A (the "Resolution").

D. The Resolution contains certain conditions for approval of the Project including, but not limited to, the number of TDRs required for the Project and the period of time in which Buyer must obtain the building permit for the Project.

E. Seller has agreed to sell the TDRs to Buyer, and Buyer has agreed to purchase the TDRs from Seller, upon the terms and conditions contained hereinafter.

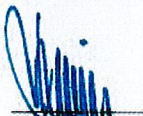
NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

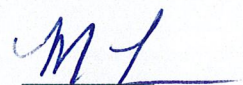
1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Agreement to Sell and Purchase. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, upon the terms and conditions set forth herein, thirteen (13) TDRs. In the event that the number of units in the Project or the density of the Project decrease prior to the Closing Date and, thus, the Project requires less TDRs, the number of TDRs sold by the Town to the Buyer shall be decreased accordingly -- as the Town shall sell Buyer only the number of TDRs that are necessary to construct the Project.

3. Purchase Price; Deposit.

(a) Subject to the credits set forth in this Agreement, Buyer shall pay Seller \$75,000.00, per TDR -- for a total purchase price of \$975,000.00 (the "Purchase Price") for the TDRs at "Closing" (as hereinafter defined) in good and immediately available United States funds by wire transfer to an account designated by Seller.


Buyer


Town

(b) Buyer shall deliver to Genovese Joblove & Battista (the "Escrow Agent"), within three (3) business days after the Effective Date, a "Deposit" in the amount equal to 40% of the Purchase Price to be held in escrow by the Escrow Agent. The Escrow Agent shall hold and disburse the Deposit in and from escrow pursuant to the terms and provisions of this Agreement. Provided this Agreement is not earlier terminated, the Escrow Agent shall hold the Deposit in escrow until Closing, and at Closing: (i) the Escrow Agent shall deliver the Deposit to Seller in good and immediately available United States funds by wire transfer to an account designated by Seller; and (B) Buyer shall receive a credit against the Purchase Price in the amount of the Deposit.

4. Fees, Costs, Expenses, Credits and Prorations. The Parties agree that:

(a) Seller shall pay all fees, costs, expenses and other charges payable to the consultants, attorneys and other third parties retained by Seller in connection with the transaction contemplated by this Agreement.

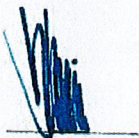
(b) Buyer shall pay: (i) all fees, costs, expenses and other charges payable to the consultants, attorneys and other third parties retained by Buyer in connection with the transaction contemplated by this Agreement; and (ii) the cost of all documentary stamp tax, surtaxes and other governmental impositions due on the "Deed" (as hereinafter defined), including the cost to record the Deed.

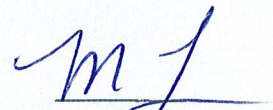
5. As-Is, Where-Is; No Representations. Buyer acknowledges that it is purchasing the TDRs in their "AS-IS, WHERE-IS" condition. Buyer also acknowledges that, except only for the specific representations, warranties, covenants, statements and agreements expressly made by Seller in this Agreement and in the documents executed and delivered by it at Closing, Seller has not made, does not make, and specifically negates and disclaims any and all other representations, warranties, covenants, statements and agreements of any kind, nature or character whatsoever, whether express or implied, oral or written, concerning or relating to the TDRs.

6. Representations, Warranties, Covenants and Agreements of Seller. Seller hereby represents, warrants, covenants, agrees and states to and with Buyer as follows:

(a) Seller shall convey to Buyer good and marketable fee simple title to the TDRs free and clear of any and all claims, liens, mortgages, security agreements, financing statements and other encumbrances.

(b) Seller has the full right, power, and authority to enter into and perform under this Agreement and to consummate the transaction contemplated herein. Upon approval of this Agreement, by the Town Council, Seller does not need any further consent, joinder or other authorization from any governmental/quasi-governmental entity or authority, court, corporation, partnership, company, entity, trust, person or individual to: (i) execute and deliver this Agreement or any agreement, document or instrument executed or to be executed in connection herewith; or (ii) perform any of its obligations under this Agreement or any agreement, document or instrument executed or to be executed in connection herewith. The person executing this Agreement on behalf of Seller is duly authorized to execute and bind Seller to this Agreement and all other agreements, documents and instruments executed and to be executed in connection with the transaction contemplated herein, and upon such execution and delivery, this Agreement and such other agreements, documents and instruments shall be valid, binding and enforceable against Seller.


Buyer


Town

(c) Neither the entering into of this Agreement, nor the performance any obligation under this Agreement, nor the consummation of the transaction contemplated herein, will: (i) constitute a violation or breach by Seller of (A) any agreement, document or instrument to which Seller is a party or by which Seller or the TDRs is subject or bound, or (B) any judgment, order, writ, injunction or decree issued against or imposed upon Seller or the TDRs; or (ii) result in the violation of any law, rule, regulation, ordinance, code or order promulgated or issued by any governmental/quasi-governmental entity or authority or court of competent jurisdiction that is applicable to Seller or the TDRs.

All of the representations, warranties, covenants, agreements and statements of Seller set forth in this Section shall be true and correct at all times from the Effective Date through and including the "Closing Date" (as hereinafter defined) and shall survive Closing.

7. Representations, Warranties, Covenants and Agreements of Buyer. Buyer hereby represents, warrants, covenants, agrees and states to and with Seller as follows:

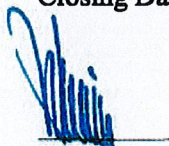
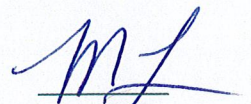
(a) Buyer is a validly formed business entity in good standing in the state of its formation and is duly authorized to conduct and transact business in the State of Florida. Buyer has the full right, power and authority to enter into and perform under this Agreement and consummate the transaction contemplated herein. Buyer does not need any further consent, joinder or other authorization from any governmental/quasi-governmental entity or authority, court, corporation, partnership, company, entity, trust, person or individual to: (i) execute and deliver this Agreement or any agreement, document or instrument executed or to be executed in connection herewith; or (ii) perform any of its obligations under this Agreement or any agreement, document or instrument executed or to be executed in connection herewith. The person executing this Agreement on behalf of Buyer is duly authorized to execute and bind Buyer to this Agreement and all other agreements, documents and instruments executed and to be executed in connection with the transaction contemplated herein, and upon such execution and delivery, this Agreement and such other agreements, documents and instruments shall be valid, binding and enforceable against Buyer.

(b) Neither the entering into of this Agreement, nor the performance any obligation under this Agreement, nor the consummation of the transaction contemplated herein, will: (i) constitute a violation or breach by Buyer of (A) any agreement, document or instrument to which Buyer is a party or by which Buyer is subject or bound, or (B) any judgment, order, writ, injunction or decree issued against or imposed upon Buyer; or (ii) result in the violation of any law, rule, regulation, ordinance or order promulgated or issued by any governmental/quasi-governmental entity or authority or court of competent jurisdiction that is applicable to Buyer.

(c) Buyer understands and agrees that this Agreement shall not become effective until it is ratified and approved by the Town Council, and the Town Council has the sole and exclusive right to approve or deny the approval of this Agreement and the TDRs contemplated in this Agreement in its sole and absolute discretion.

(d) Buyer understands and agrees to comply with all conditions set forth in the Resolution including, but not limited to, timely obtaining a building permit for the Project.

All of the representations, warranties, covenants, agreements and statements of Buyer set forth in this Section shall be true and correct at all times from the Effective Date through and including the Closing Date and shall survive Closing.


Buyer
Town

8. Closing Conditions. Notwithstanding anything to the contrary contained in this Agreement, it shall be a condition precedent (each, a "Condition Precedent") to the Parties' obligation to close on the transaction contemplated by this Agreement that as of the "Closing Date" (as hereinafter defined): (i) the Town Council approves the instant Agreement and adopts a resolution approving this Agreement and the transaction contemplated herein (the "TDR Approval"), which TDR Approval shall be held by the Escrow Agent subject to Closing; and (ii) Buyer complies with all conditions set forth in the Resolution including, but not limited to, timely obtaining a building permit for the Project.

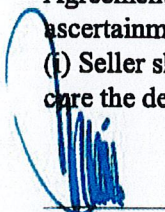
9. Documents to be Delivered at Closing. At Closing: (a) Seller shall execute and deliver to Buyer a Warranty Deed for Transfer of Development Rights (the "Deed"), in recordable form, conveying the TDRs to Buyer in fee simple free and clear of any and all claims, liens, mortgages, security agreements, financing statements and other encumbrances. The Deed shall be approved by the Town Attorney and shall restrict the future use of both the donor and receiving lands; and (b) Seller shall execute and deliver to Buyer a resolution evidencing its authority to execute and deliver the Deed.

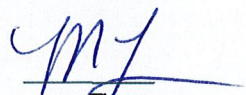
10. Closing. The "Closing" subject to the terms and provisions of this Agreement, shall take place within ten (10) business days of the date of written notice from the Town to the Buyer that the Town is able to issue the building permit for vertical construction of the Project (the "Closing Date"). However, notwithstanding anything set forth above or below, in no event shall the Closing Date occur more than one (1) year from the Effective Date of this Agreement, unless Buyer receives a six (6) month Closing Date extension from the Town (the "Closing Date Extension"). In order to receive a Closing Date Extension from the Town, Buyer shall execute an Addendum (in the form approved by the Town Attorney) to this Agreement prior to one (1) year from the Effective Date of this Agreement wherein the Buyer agrees upon execution of the Addendum to:

a) pay the Town 5% of the Purchase Price each month until the Closing as a Closing Date Extension Fee; and b) pay the balance of the Purchase Price into escrow. In the event that Buyer does not Close on this Agreement within one (1) year from the Effective Date of this Agreement or before the expiration of the Closing Date Extension (if applicable), Buyer shall be in Default of this Agreement and Seller shall retain the Deposit and all TDRs contemplated for sale by this Agreement.

11. Default.

(a) If Buyer defaults on any term, covenant, condition or other provision of this Agreement and the Resolution, then Seller shall have as its sole and exclusive remedy for such default the right to terminate this Agreement by giving a written notice of termination to Buyer and retain the Deposit as full and agreed upon liquidated damages in full and final settlement of any and all claims for damages Seller has or may have against Buyer and, upon the giving of such termination notice and the delivery of the Deposit to Seller, this Agreement shall terminate and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination. The Parties acknowledge and agree that this provision for liquidated damages is a fair and reasonable measure of the damages to be suffered by Seller in the event of Buyer's default under this Agreement based on the fact that the exact amount of damages that Seller may incur is incapable of ascertainment. Notwithstanding the foregoing, Buyer shall not be in default under this Agreement unless (i) Seller shall have first provided written notice of the default to Buyer, and (ii) Buyer shall have failed to cure the default within fourteen (14) days of the date of the notice of such default.


Buyer


Town

(b) If Seller defaults on any material term, covenant, condition or other provision of this Agreement, then Buyer shall have the following remedies: (i) to terminate this Agreement by giving a written notice of termination to Seller and receive the return of the Deposit, and upon the giving of such termination notice and the delivery of the Deposit to Buyer, this Agreement shall terminate and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination; and/or (ii) to commence an action for specific performance against Seller to compel Seller to perform in accordance with the terms and provisions of this Agreement. Notwithstanding the foregoing, Seller shall not be in default under this Agreement unless (1) Buyer shall have first provided written notice of the default to Seller, and (2) Seller shall have failed to cure the default within a period of sixty (60) days after receiving notice of such default.

12. Notices. All notices to be given under this Agreement shall be in writing and sent to the Parties at the addresses set forth below, by hand delivery; by email with any attachment thereto in PDF format, provided that the Party receiving such email confirms receipt thereof by return email and the Party sending such email notice also delivers a second form of notice by hand delivery or overnight mail that is received the following day; or by a nationally recognized overnight courier service. Any such notice shall be deemed received upon the earlier of receipt or refusal by the addressee.

Notices to Buyer shall be sent to 1801 NE 123rd Street, Suite 300, North Miami, Florida 33181 Attn: Irwin Tauber; Phone No. 305-861-8181, email address: itauber@taubco.com; together with a copy to Bilzin Sumberg Baena Price & Axelrod, LLP, Attn: Suzanne Amaducci-Adams, Esq.; 1450 Brickell Avenue, 23rd Floor, Miami, Florida 33131; Phone No. (305) 374-7580, email address: samaducci@bilzin.com.

Notices to Seller shall be sent to 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154, Attn: Maria Lasday, Phone No. (305) 866-6241, email address mlasday@bayharborislands-fl.gov with a copy to agonzalez@gjb-law.com.

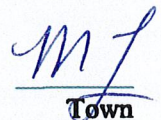
Notices to Escrow Agent shall be sent to Genovese Joblove & Battista., 100 SE 2nd Street, Suite 4400, Miami, Florida 33131 Attn: Alfredo L. Gonzalez, Esq., Phone No. (305) 349-2300, email address agonzalez@gjb-law.com; together with a copy to the other Party and any person designated by such other Party to receive notice on its behalf.

The place to which any Party, or person designated to receive any notice on behalf of any Party, is entitled to receive any notice may be changed by such Party by giving notice thereof in accordance with the foregoing provisions. The attorneys for the Parties are authorized to send and receive notices and demands for and on behalf of their respective clients under this Agreement.

13. Broker. Each Party represents and warrants to the other that there are and have been no real estate brokers, agents or finders involved with respect to this Agreement or the transaction contemplated herein. Each Party (the "Indemnifying Party") shall indemnify, defend and hold the other Party (the "Indemnified Party") harmless from and against any claim, cause of action, loss, damage, liability, fee, cost or expense incurred by the Indemnified Party (including reasonable attorneys' fees and costs through all trial, appellate and post-judgment levels and proceedings) as a result of any breach by the Indemnifying Party of the foregoing representation and warranty. This Section shall survive Closing or any earlier termination of this Agreement.



Buyer



Town

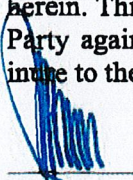
14. Escrow Agent. The Escrow Agent shall hold in and disburse from escrow any monies and documents delivered to it by the Parties in accordance with the terms and provisions of this Agreement. The Escrow Agent is authorized and directed to place the Deposit in a non-interest bearing escrow account with any financial institution having branches in Miami-Dade County, Broward County and/or Palm Beach County. The Escrow Agent shall not be liable for any actions taken by it in good faith, but only for its gross negligence or willful misconduct. Each Party agrees to indemnify and hold the Escrow Agent harmless from and against any and all claims, demands, losses, liabilities, damages, fees, costs and expenses (including reasonable attorneys' fees and costs through all trial, appellate and post-judgment levels and proceedings) which the Escrow Agent may incur in its capacity as escrow agent under this Agreement, except for any such claim, demand, loss, liability, damage, fee, cost and/or expense incurred as a result of the Escrow Agent's gross negligence or willful misconduct. If there is any dispute as to the disposition of any monies or documents held by the Escrow Agent, then the Escrow Agent is hereby authorized to interplead such monies and/or documents into any court of competent jurisdiction and thereby be released from all obligations and liabilities hereunder. Seller hereby acknowledges that the Escrow Agent represents Buyer in the transaction contemplated by this Agreement and hereby consents to and approves of such representation.

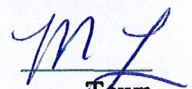
15. Miscellaneous.

(a) This Agreement shall be governed by, enforced and construed under the laws of the State of Florida. Venue for all actions, litigation and/or other proceedings arising out of this Agreement shall be exclusively in Miami -Dade County, Florida. The Parties hereby knowingly and voluntarily waive the right to a trial by jury of any claim, controversy or disputed matter between them. The prevailing Party in any action, litigation or other proceeding that is based on any claim, controversy or other disputed matter arising under, out of or in connection with this Agreement (or any agreement, document or instrument executed or contemplated to be executed in conjunction herewith) shall recover from the non-prevailing Party all fees, costs and expenses (including, without limitation, reasonable attorneys' fees and costs through all trial, appellate and post-judgment levels and proceedings) incurred by the prevailing Party in such action, litigation or other proceeding. This Section shall survive Closing or any earlier termination of this Agreement.

(b) The Parties hereby acknowledge and agree that each has had an opportunity to be represented by or consult with independent legal counsel and that any rule of construction which provides that ambiguities are to be construed against the drafter shall not apply in the interpretation or construction of this Agreement. If any term, provision or portion of this Agreement is for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, then such term, provision or portion of this Agreement shall be given it nearest valid, legal and enforceable meaning, or construed as deleted, whichever such court may determine, and the same shall not invalidate the remaining terms, provisions and/or portions of this Agreement, which remaining terms, provisions and portions of this Agreement will remain in full force and effect.

(c) This Agreement includes all exhibits and amendments that are executed in connection herewith, whether executed simultaneously with or subsequent to the execution of this Agreement. This Agreement, together with all such now or hereafter existing exhibits and amendments, contains the entire agreement and understanding between the Parties relating to the subject matter of this Agreement, and all prior or contemporaneous terms, covenants, conditions, representations, warranties, statements, agreements and understandings made by or on behalf of the Parties, whether oral or written, are merged herein. This Agreement may not be amended or modified except by a written instrument executed by the Party against whom enforcement of such amendment or modification is sought. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.


Buyer


Town

(d) No default, term, covenant, condition or other provision of this Agreement may be waived by a Party, except by a written instrument executed by the Party against whom enforcement of such waiver is sought.

(e) Time is of the essence with respect to each and every term, covenant and condition of this Agreement and the Parties' performance of the same; provided, however (i) any reference in this Agreement to a time period of less than six (6) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays, (ii) any reference in this Agreement to a time period of six (6) days or more shall, in computation thereof, include Saturdays, Sundays and legal holidays, and (iii) if the last day of any time period is a Saturday, Sunday or legal holiday, then such period shall be extended to 5:00 PM. Eastern Standard Time on the next day that is not a Saturday, Sunday or legal holiday.

(f) Buyer may not assign this Agreement without prior written approval from Seller, which approval shall be in Seller's sole and absolute discretion. Notwithstanding the foregoing, Seller's approval shall not be withheld for an assignment to a successor-in-interest to the Property for which the TDRs attach. This Section shall survive Closing.

(g) Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. The Section and paragraph headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the terms or provisions set forth therein.

(i) This Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement. The signature of any Party on copies of this Agreement (or any exhibit or amendment hereto) may be signed by electronic signature, such as facsimile transmission or electronic mail by PDF format, and any such electronic signature shall be deemed to be an original for all purposes.


Buyer

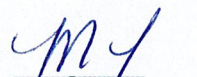

Town

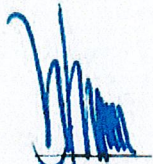
EXHIBIT "A"

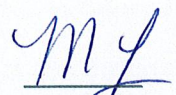
The Legal Description of the Property

BAY HARBOR ISLAND PB 46-5 LOTS 21 & 22 LESS WLY11FT FOR ST
BLK 1 LOT SIZE 20850 SQ FT FAU 13 2227 064 0001 FKA BAY ISLE CONDO

and

26-27-34-35 52 42 BAY HARBOR ISLAND PB 46-5 LOTS 19 & 20 BLK 1
LOT SIZE 155.270 X 150 OR 20136-4124 1101 6


Buyer


Town

ASSIGNMENT AND ASSUMPTION OF TDR CONTRACT

THIS ASSIGNMENT AND ASSUMPTION OF TDR CONTRACT (this “**Assignment**”) is entered into on as of May ____ 2021, between **CASA CAPRI – SOUTH, LLC (formerly known as Island Club Towers, LLC¹)**, a Florida limited liability company (“**Assignor**”), and **BAY HARBOR ISLANDS PROPERTY OWNER I LLC**, a Delaware limited liability company (“**Assignee**”).

1. Reference to Sale Agreement. Reference is made to a Purchase and Sale Agreement effective as of March 19, 2021, between Assignor and Assignee to sell the improved real property located at 9161 and 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida (the “**Property**”), and other assets described therein (as amended, the “**Purchase Agreement**”). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement. The Assignee has acquired the Property from Assignor and is Assignor’s successor in interest to the Property.

2. Assignment. For good and valuable consideration received by Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, transfers and assigns to Assignee, as successor-in-interest through the Purchase Agreement, all right, title and interest of Assignor, as buyer, in and to the Agreement for Purchase and Sale of Transferable Development Rights (TDRs) for 13 TDRs for approved development on the Property dated April 26, 2021 as approved by the Town Council on April 20, 2021 (the “**TDR Contract**”) attached hereto as Exhibit A to this Assignment, including all deposits thereunder, and Assignee has agreed to reimburse Assignor with respect to the deposits under the TDR Contract that Assignor has paid.

3. Assumption. Assignee hereby assumes, and agrees to be bound by, all of the covenants, agreements and obligations of Assignor, as buyer, under the TDR Contract which shall arise or be incurred, or which are required to be performed, on and after the date of this Assignment, and Assignee further assumes all liability of Assignor under and/or required by the TDR Contract or otherwise by law.

4. Indemnity. Assignor hereby agrees to defend, indemnify and hold Assignee harmless from and against any and all claims, losses, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs at trial and appellate levels) asserted against or incurred by Assignee due to, following, or arising out of any default on the part of Assignor to perform said terms, covenants and conditions of the TDR Contract occurring or alleged to have occurred prior to the Closing Date (as defined in the Purchase Agreement). Assignee hereby agrees to defend, indemnify and hold Assignor harmless from and against any and all claims, losses, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs at trial and appellate levels) asserted against or incurred by Assignor due to, following, or arising out of any default on the part of Assignee to perform said terms, covenants and conditions of the TDR Contract occurring or alleged to have occurred from and after the Closing Date (as defined in the Purchase Agreement).

¹ Formal name change effective February 8, 2016 through Articles of Amendment to Articles of Organization and filed with the Florida Department of State, Division of Corporations under Document Number L01000009464.

5. Binding Effect. This Assignment shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the
day and year first above written.

ASSIGNOR

CASA CAPRI – SOUTH, LLC,
a Florida limited liability company

By: _____

Name: Irwin Tauber

Title: Manager

[Signatures continue on following page]

ASSIGNEE

**BAY HARBOR ISLANDS PROPERTY
OWNER I LLC**, a Delaware limited liability
company

By: _____

Name:

Title:

ACKNOWLEDGED AND CONSENTED TO BY:

TOWN OF BAY HARBOR ISLANDS, FLORIDA

By: _____

Name:

Title:

[End of Signatures]

EXHIBIT A
TDR CONTRACT

See attached.

L01000009464

**Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet**

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((F16000032428 3)))



H16000032428ABC

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations **792.9-esp**
Fax Number: (850) 637-6084

From:
Account Name: DUTTS, SCHILLER & FLEMMING
Account Number: 119999990150
Phone: (205) 520-3400
Fax Number: (205) 520-1707

****Select the email address for this business entity to be used to receive annual report mailings. Enter only one email address please.**

Email Address: mkosnitzky@bsfllp.com

**LLC AMND/RESTATE/CORRECT OR M/MG RESIGN
ISLAND CLUB TOWERS LLC**

Certificate of Status	1
Certified Copy	1
Page Count	01
Estimated Charge	\$60.00

RECEIVED

2016 FEB -8 PM 1:56

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FEB-09 2016

J SHIVERS

Electronic Filing Menu

Corporate Filing Menu

Help

FAB: H16-32428 3

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
(Name Change)

Pursuant to the provisions of Section 605.0202 of the Florida Revised Limited Liability Company Act, the undersigned limited liability company hereby amends its Articles of Organization as follows:

FIRST. The name of the Limited Liability Company is: Island Club Towers, LLC.

SECOND. Article 1 of the Articles of Organization of the Limited Liability Company is amended and restated to read in its entirety as follows:

ARTICLE 1

NAME

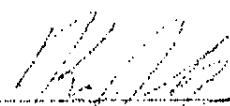
The name of the limited liability company is **Casa Capri - South, LLC** (the "**Company**").

THIRD. The effective date of this amendment is: February 8, 2016.

Executed:

Dated: February 8, 2016

By


Keith J. Blum, An Authorized Person

FILED
16 FEB -8 AM 9:11
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search By Entity Name](#) /

[Next List](#)

island club towers

Entity Name List

Corporate Name	Document Number	Status
ISLAND CLUB TOWERS LLC	L01000009464	NAME HS
ISLAND CLUB TWO, INC.	720016	Active
THE ISLAND CLUB OF UPPER CAPTIVA, INC.	J48830	INACT
ISLAND CLUB VACATIONS, INC.	P99000071094	NAME HS
ISLAND CLUB OF VERO, INC.	L77030	INACT
THE ISLAND CLUB OF VERO BEACH HOMEOWNERS ASSOCIATION, INC.	N96000001938	Active
ISLAND CLUB WEST 1 CLUBHOUSE, INC.	P04000024559	INACT
ISLAND CLUB WEST 2 CLUBHOUSE, LLC	L05000038946	INACT
ISLAND CLUB WEST CLUBHOUSE, INC.	P99000081653	INACT
ISLAND CLUB WEST CONDOMINIUM ASSOCIATION, INC.	N99000003840	INACT
ISLAND CLUB WEST DEVELOPMENT, INC.	P99000051018	INACT
ISLAND CLUB WEST HOMEOWNER'S ASSOCIATION, INC.	N00000000423	Active
ISLAND CLUB WEST PHASE III HOMEOWNERS, L.L.C.	L04000046348	INACT
ISLAND CLUB YACHTS LLC	L08000010816	INACT
ISLAND COACHES, INC.	V71743	INACT
ISLAND COACH WORKS, INC.	P06000127226	INACT
ISLAND COAST LLC	L14000132000	InActive
ISLAND COAST ACCOUNTING, INC.	P96000049218	INACT
ISLAND COAST ADVERTISING, INC.	P03000092825	INACT
ISLAND COAST AIDS NETWORK, INC.	N34517	INACT/MG

[Next List](#)

island club towers

AGENDA ITEM REPORT

May 26, 2021

ITEM NUMBER: 4.

ITEM: Consideration and Approval for a Request for Proposals (RFP) for the On-demand Shuttle Service. Enclosed is a copy of the proposal package material.

DESCRIPTION:

Consideration of a Request For Proposals for a Modified Shuttle and On-Demand Transit Services is on the agenda for your approval. The Town is seeking proposals to implement Modified Shuttle and On-Demand Transit Services in the Town of Surfside, Bal Harbour Village, and Bay Harbor Islands. The Modified Shuttle and On-Demand Transit Services includes two main components: (1) Shuttle Transit Services and (2) On-Demand Transit Services (“Services”). The Shuttle Transit Service component consist of the use of shuttle vehicles to provide transit services for the Town, the Village of Bal Harbour, and the Town of Surfside (collectively, the “Surf-Bal-Bay Community”) . The On-Demand Transit Service component consist of operating electric vehicles to provide the Surf-Bal-Bay Community first/last mile transportation when requested through a ride-hailing application within the area shown on the On-Demand Transit Service Map.

The selected contractor shall operate a single fixed route called the Surf-Bal-Bay shuttle, serving three municipalities, and an on-demand (door-to-door) service. The contractor would operate a minimum of two (2) mini-buses every 60 minutes from 9:00 a.m. – 5:00 p.m., weekdays only, commencing , 2021 until , 2022, in accordance with the service hours specified in a Shuttle Route Schedule. The route terminuses would be from the North Miami Target store on Biscayne Boulevard/NE 143rd Street and the Collins Avenue underpass in Bal Harbour. This route would provide first mile/last mile capability for regional trips.

On-Demand low speed electric vehicles would provide door-to-door service throughout all three municipalities. Two vehicles would be assigned to provide the on-demand service from 9:00 a.m. to 5:00 p.m., seven days a week. Passengers would request a ride through an app on their smartphone or by calling a phone number. The Town may request changes to the hours (before 9:00 a.m. and after 5:00 p.m.).

On-Demand Transit Service Area would go outside the municipalities. On the mainland, North to 151st street from Biscayne Boulevard and the future Brightline transit stop on NE 151st street to the Northwest, to the end of 151st street to the Northeast and South to Biscayne Boulevard to the Southwest and Sans Souci Boulevard to the Southeast. On the Islands, North to Haulover Park to the Northwest and Haulover Beach to the Northeast and South to 72nd street on Collins/Harding in Miami Beach from A1A South (Harding) to the Southwest to Ocean Terrace to the Southeast.

Areas completely included are the Town of Bay Harbor Islands, Village of Bal Harbour, Town of Surfside and Indian Creek Village.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The Town will need to budget \$50,000 a year for the next 3 fiscal years, beginning Fiscal Year 2021/2022.

BUDGET IMPACT:

Submitted By: Alba L. Chang, Town Clerk

ATTACHMENTS

1. 2021.05.18 Modified Shuttle and On-Demand Transit Services -

**ADVERTISEMENT FOR REQUEST FOR PROPOSALS NO. BHI-215
TOWN OF BAY HARBOR ISLANDS**



**MODIFIED SHUTTLE AND
ON-DEMAND TRANSIT SERVICES**

ADVERTISEMENT DATE:	Friday, May 28, 2021
SUBMISSION DUE DATE:	Wednesday, June 23, 2021
ANTICIPATED TOWN COUNCIL MEETING:	TBD
SUBMIT TO:	Attn: Office of the Town Clerk Town of Bay Harbor Islands 9665 Bay Harbor Terrace Bay Harbor Islands, FL 33154

**TOWN OF BAY HARBOR ISLANDS
REQUEST FOR PROPOSALS FOR MODIFIED SHUTTLE AND
ON-DEMAND TRANSIT SERVICES**

NOTICE IS HERBY GIVEN that the Town of Bay Harbor Islands (“Town”) is accepting sealed proposals until **3:00 P.M.** local time, **Wednesday, June 23, 2021**, at the Town Clerk's office, 9665 Bay Harbor Terrace, FL 33154, at which time they will be opened and read aloud for the following project:

**MODIFIED SHUTTLE AND
ON-DEMAND TRANSIT SERVICES**

The Town is seeking proposals to implement Modified Shuttle and On-Demand Transit Services in accordance with “Alternative 1A” listed in the Town of Surfside, Bal Harbour Village, and Bay Harbor Islands Interlocal Shuttle System Final Report. The Modified Shuttle and On-Demand Transit Services includes two main components: (1) Shuttle Transit Services and (2) On-Demand Transit Services (“Services”). The Shuttle Transit Service component shall consist of the use of shuttle air-conditioned vehicles to provide transit services for the Town, the Village of Bal Harbour, and the Town of Surfside (collectively, the “Surf-Bal-Bay Community”) along a Surf-Bal-Bay Shuttle Route. The On-Demand Transit Service component shall consist of operating air-conditioned electric vehicles to provide the Surf-Bal-Bay Community first/last mile transportation when requested through a ride-hailing application.

The Town intends to enter into agreement(s) with one or more qualified and successful Proposers to provide one or both components listed above for the Modified Shuttle and On-Demand Transit Services to the Surf-Bal-Bay Community. The Town reserves the right to cancel this solicitation, award any or all of the Services requested, reject any or all submissions, with or without cause, to waive technical errors and informalities, and to accept any proposal from a proposer which is qualified and best serves the interests of or represents the best value to the Town.

Interested Proposers may obtain a copy of the Request for Proposals (“RFP”) on the Town’s website. Documents in person from the Town Clerk’s office on or after **Friday, May 28, 2021**. Copies of the RFP Documents are non-returnable and non-refundable. A proposal and performance bond is required . The proposal bond will be returned after 90 days if not selected. **The Town will not send the package via courier.** All interested Proposers who obtain the RFP Package must register with the Town Clerk and provide contact information and an email address. All notices and any addenda issued by the Town with respect to the RFP will be sent via electronic mail to registered Proposers.

A non-mandatory pre-proposal conference, followed by a site visit for interested Proposers will be held at Town Hall at 10:00 a.m. on **Wednesday, June 9, 2021**. All Proposers planning to submit proposals are encouraged to attend this meeting.

The Town hereby provides notice to all proposers of the imposition of a Cone of Silence for this solicitation, as set forth in Section 2-1.4 of the Town Code. “Cone of Silence,” as used herein, means a prohibition on communication regarding a competitive bid or solicitation including, but

not limited to, a particular request for qualifications ("RFP") between (1) A potential respondent, vendor, service provider, proposer, bidder, lobbyist, or consultant, and (2) Town Council Members, Town's staff including, but not limited to, the Town Manager and his or her staff, and any member of the Town's selection or evaluation committee. Please contact the Town Clerk and/or Town Attorney with any questions on the Cone of Silence.

Any or all questions or requests for interpretations or clarifications pertaining to the RFP must be directed via email to Town Clerk Alba Chang at achang@bayharborislands-fl.gov by **Monday, June 14, 2021**. All proposals shall be submitted in accordance with the requirements of this RFP and the Specifications. The Town reserves the right to waive any informality in any proposal, and the Town Manager may reject any or all proposals and re-advertise the Project.

Town of Bay Harbor Islands
Alba L. Chang
Town Clerk

REQUEST FOR PROPOSALS MODIFIED SHUTTLE AND ON-DEMAND TRANSIT SERVICES

GENERAL INFORMATION

A. SCOPE OF SERVICES

The Town of Bay Harbor Islands, Florida (“Town”) is requesting sealed Proposals from qualified firms to provide Modified Shuttle and On Demand Transit Services (“Services”) to the Town, Bal Harbor Village, and the Town of Surfside (collectively, the “Surf-Bal-Bay Community”) in accordance with “Alternative 1A” listed in the Town of Surfside, Bal Harbour Village, and Bay Harbor Islands Interlocal Shuttle System Final Report dated October 2019, attached hereto as Exhibit “A.”. The Services shall include two main components: (1) Shuttle Transit Services and (2) On-Demand Transit Services. The Shuttle Transit Service component shall consist of the use of shuttle vehicles to provide transit services along the Surf-Bal-Bay Shuttle Route, attached hereto as Exhibit “B.”

B. PROPOSAL DUE DATE

Sealed Proposals will be received at the Office of the Town Clerk, Town of Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154, until **3:00 p.m. local time, Wednesday, June 23, 2021** (the “Submission Deadline”), at which time all Proposals will be publicly opened.

Proposals must be addressed and delivered to:

RFP #BHI-215 On-Demand Transit Services
Office of the Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

C. PRE-PROPOSAL CONFERENCE AND SITE VISIT

A pre-proposal non-mandatory conference, followed by a site visit for interested Proposers will be held at the Town of Bay Harbor Islands, Town Hall at 10:00 a.m. on **Wednesday, June 9, 2021**. If the pre-proposal conference cannot be held in person due to COVID-19 restrictions and/or developments, virtual participation by zoom meeting may be available and will be noticed by the Town Clerk. All Proposers planning to submit proposals are encouraged to attend this meeting.

Prior to submitting a proposal, each proposer is required to visit the service areas and become familiar with any conditions that may, in any manner, affect the work or Services to be performed by Contractor or affect the equipment, materials and labor required. The Proposer is also required to carefully examine the Specifications set forth in Section 3 of this RFP and be thoroughly informed regarding any requirements or conditions that may affect the provision of the Services. No allowances will be made because of lack of knowledge of any conditions or requirements.

D. QUESTIONS, REQUESTS FOR INTERPRETATION, AND CLARIFICATIONS

Questions or Requests for Interpretations and Clarifications concerning this RFP should be directed via email to:

Alba Chang
Town Clerk
Email: achang@bayharborislands-fl.gov

Material issues to this RFP that are brought to the attention of the Town will be responded via Addenda and sent via email to all firms who have received copies of the RFP and registered with the Town.

E. SUBMISSION FORMAT

In order to facilitate review of the proposals, each proposer **must** submit one (1) original proposal, ten (10) additional copies of the proposal, PLUS a USB containing all documents of the proposal in response to this RFP, on or before the Submission Deadline indicated herein.

THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING A PROPOSAL TO THE OFFICE OF THE TOWN CLERK ON OR BEFORE THE SUBMISSION DEADLINE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE TOWN IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE SUBMISSION DEADLINE STATED IN THIS RFP WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. FACSIMILE AND EMAILED PROPOSALS SHALL NOT BE CONSIDERED.

Hand-delivered Proposals may be delivered to the above address during the Town's regular business hours, Monday through Friday, excluding holidays observed by the Town, but not beyond the Submission Deadline. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer label or envelope used by such service.

The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to bind the Proposer and enter into a contractual relationship in the name of the Proposer. The submittal of a Proposal by a Proposer will be considered by the Town as constituting an offer by the Proposer to perform the required Services, upon the terms and at the prices stated by the Proposer.

SECTION 1
REQUEST FOR PROPOSALS

MODIFIED SHUTTLE AND ON-DEMAND TRANSIT SERVICES

1.1 INTENT.

The Town of Bay Harbor Islands, Florida (“Town”) has issued this Request for Proposals (“RFP”) to invite qualified firms to submit proposals for Modified Shuttle and On-Demand Transit Services (“Services”). A complete Scope of Services is included under Section 3 of this RFP.

1.2 SCHEDULE OF EVENTS.

The following schedule is anticipated for this RFP process, but is subject to change by the Town, in its sole discretion, at any time during the RFP procurement process.

No.	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of RFP	May 28, 2021	3:00 PM
2	Non- Mandatory Pre-Proposal Conference Office of the Town Clerk Town of Bay Harbor Islands 9665 Bay Harbor Terrace Bay Harbor Islands, Florida 33154	June 9, 2021	10:00 AM
3	Deadline to Submit Questions / Requests for Clarification	June 14 2021	5:00 PM
4	Town Issues Addenda and Responds to Questions	June 18. 2021	TBA
5	Deadline to Submit RFP - Submission Deadline	June 23, 2021	3:00 PM
6	Evaluation of Proposals		TBA
7	Period to request additional information or clarification from Proposers. The Town may interview Proposers		TBA
8	Award Proposal and Contract at Town Council Meeting	TBD	7:00 PM
9	Contract begins		TBA

1.3 Cone of Silence.

The provisions of Town's Cone of Silence are applicable to this RFP. The Town's Cone of Silence provisions can be found under Section 2-1.4 of the Town Code of Ordinances. Questions regarding the Cone of Silence may be sent to:

Joseph S. Geller, Esq.
Town of Bay Harbor Islands Attorney
600 Brickell Avenue, Suite 3600
Miami, FL 33131
joseph.geller@gmlaw.com

The Cone of Silence prohibits any communication regarding a competitive bid or solicitation for including, but not limited to, a particular RFP, RFQ, solicitation or bid, between:

- (1) A potential respondent, vendor, service provider, proposer, bidder, lobbyist, or consultant; and
- (2) The Town Council Members, Town Staff, including but not limited to, the Town Manager and his or her staff, or any member of the Town's Selection Committee or Evaluation Committee.

The Cone of Silence shall be imposed upon this RFP upon advertisement of the RFP. The Cone of Silence shall terminate at the beginning of the Town Council meeting at which time the Town Manager makes his or her written recommendation to the Town Council Members. However, if the Town Council refers the Town Manager's recommendation back to the Town Manager or staff for further review, the Cone of Silence shall be re-imposed until the meeting at which the Town Manager's subsequent recommendation is before the Town Commission.

The Cone of Silence shall not apply to:

- (1) Oral communications at pre-bid conferences;
- (2) Oral presentations before selection or evaluation committees;
- (3) Public presentations made to the Town Council Members during any duly noticed public meeting;
- (4) Written communications at any time with any Town employee, unless specifically prohibited by the applicable solicitation documents. The respondent, bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
- (5) Written communications regarding a particular solicitation between a potential respondent, vendor, service provider, proposer, bidder, lobbyist or consultant and the Town's purchasing agent or Town employee designated responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (6) Communications with the Town Attorney and his or her staff;

1.4 SUBMISSION OF PROPOSAL.

One (1) original and ten (10) copies of the Proposal PLUS a USB Drive containing all documents submitted shall be submitted no later than **Wednesday, June 23, 2021, at 3:00 PM** in a sealed envelope which must be plainly marked on the outside "RFP BHI-215 On-Demand Transit Services" to:

Alba Chang, Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154
Email: achang@bayharborislands-fl.gov

Proposals will be publicly opened and read. All Proposers and their representative are invited to be present. Proposals shall be typed or printed in ink. Use of erasable ink is **not** permitted. All blanks on the proposal form(s) must be completed. Names must be typed or printed below the signature. Facsimile proposals will **not** be accepted.

It shall be the sole responsibility of the Proposer to ensure that the sealed proposal is submitted by the time and date specified. Any proposal received after the appointed time, whether by mail or otherwise, shall **not** be accepted. Such proposals will be returned to the vendor unopened. Any uncertainty regarding the time a proposal is received shall be resolved against the Proposer.

Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. If the Town determines that any Proposer has interest in more than one (1) proposal for work contemplated; all proposals in which such a Proposer is interested will be rejected. Proposer by submitting this proposal certifies that this proposal is made without previous understanding, contract, or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion of fraud.

1.5 PROPOSAL REQUIREMENTS & FORMAT.

Proposers must submit one (1) original copy of the proposal, ten (10) copies of the proposal, PLUS a USB Drive containing all documents of the proposal to the Town Clerk on **Wednesday, June 23, 2021**, by 3:00 P.M. Proposals must be typed or filled in with ink and submitted on 8 ½" x 11" size paper, using a single method of fastening. Each Proposer must present its products, services, and applicable features in a clear and concise manner that demonstrates the proposer's capabilities to satisfy the requirements of this RFP. The emphasis should be on accuracy, clarity, comprehensiveness and ease of identifying pertinent information and suitability of the Services. Proposals MUST include the following:

1.5.1. Proposer shall provide complete and accurate copies, with all required signatures and notarizations, for all the forms in the Proposal Package:

- | | |
|-------------------|---|
| 1.5.1.1. Form 1. | Proposal Form Package Acknowledgement. |
| 1.5.1.2. Form 2A. | Proposer's Certification (if Company or Corporation) |
| 1.5.1.3. Form 2B. | Proposer's Certification (if Partnership) |
| 1.5.1.4. Form 3. | Single Execution Affidavits |
| 1.5.1.5. Form 4. | Dispute Disclosure |
| 1.5.1.6. Form 5. | Certification Regarding Debarment, Suspension, & Other
Responsibility Matters Primary Covered Transactions |

- 1.5.1.7. Form 6. Proposer's Qualifications Questionnaire
- 1.5.1.8. Form 7A. Price Submittal Schedule Form – Shuttle Transit Service Component
- 1.5.1.9. Form 7B. Price Submittal Schedule Form – On Demand Transit Service Component
- 1.5.1.10. Form 8. Reference List
- 1.5.1.11. Form 9. Proposal Bond
- 1.5.1.12. Form 10. Performance Bond

1.5.2. Proof of Experience. Provide documentation evidencing the experience of the Proposer and demonstrating that the Proposer has successfully provided Services similar to those specified herein to other agencies of similar size and needs as the Town. The Proposer firm shall be currently engaged in providing the Services on a full time basis and shall have been in existence and continuous operation providing the Services for a minimum of five (5) years.

1.5.3. Safety Record. Proposer shall provide documentation evidencing the safety record of the Proposer in performing the Services or similar services, including information as to any safety violations, assessments or citations issued by applicable governmental agencies in the past five (5) years.

1.5.4. Proposer's Qualifications. Include name, function, and qualifications of personnel in the organization who will be involved in the provision of the Services. The key person or contact assigned to manage the Services shall within the past five (5) years have conducted and been responsible for providing the Services in a similar project or environment. Please note, to receive further consideration, all proposers must provide the necessary documentation to demonstrate that they meet the following minimum qualifications:

1.5.4.1. Service and Incorporation – Proposer shall have been in business and continuous operation and service and incorporated in the State of Florida for a minimum of five (5) years.

1.5.4.2. Licenses – Proposer must be fully licensed with all applicable and required licenses, certifications, and permits from Florida, Miami-Dade County, the Town, and any other governing governmental regulatory authorities that are necessary to perform the Services.

1.5.4.3. Florida Commercial Driver's License – Proposer's vehicle operators must have valid Florida Commercial Driver's License necessary to operate the Services.

1.5.5. Insurance Certificates. Proposer shall provide certificates of insurance as follows:

- 1.4.5.1. Commercial General Liability
- 1.4.5.2. Workers Compensation & Employer's Liability
- 1.4.5.3. Business Automobile Liability

1.5.6. Proposer may provide any additional information that highlights experience or expertise, which is relevant and directly applicable to this RFP.

1.6 ADDENDA, CHANGES, OR REQUESTS FOR INTERPRETATION DURING PROPOSAL PROCESS.

The Town will not respond to oral inquiries or questions concerning this RFP. All written inquiries, requests for interpretation or clarification shall be sent to:

Alba Chang, Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154
Email: achang@bayharborislands-fl.gov

Any written inquiry or request for interpretation or clarification must be sent by e-mail or written correspondence and received by the Town no later than **June 14, 2021**.

All such interpretations or clarifications will be made in writing in the form of an Addendum to this RFP issued by the Town to all known and registered prospective proposers. Each prospective proposer shall acknowledge receipt of such Addenda by including it in the Proposal Form. All Addenda shall be a part of this RFP and a part of the Agreement and each proposer will be bound by such Addenda, whether or not received by him. It is the responsibility of each prospective proposer to verify that he has received all Addenda issued before proposals are submitted and opened.

1.7 EVALUATION PROCESS.

1.7.1 Evaluation Committee.

The Town shall be sole judge of its best interests in evaluating proposals deemed most advantageous to the Town, and the resulting Agreement to be entered into between the Town and the Contractor. The Town Manager shall select and appoint an Evaluation Committee to evaluate proposals.

1.7.2 Initial Screening (Step 1).

The Evaluation Committee will review proposals for an initial determination on minimum qualifications, responsiveness and responsibility. The proposals initially determined to be responsive and submitted by responsible proposers will proceed to Step 2.

[Remainder of page intentionally left blank.]

1.7.3 Evaluation of Proposals (Step 2).

The Evaluation Committee may interview proposers, request additional information or clarification of proposals and information submitted, and will evaluate proposals using the criteria herein. Due to the multi-task nature of the Services, the evaluation of all proposals will not be based solely on quantity and price. All of the factors contained herein and demonstrated in each proposal will be taken into consideration and evaluated. Proposals will be scored and ranked in accordance with the following criteria:

<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
Qualification and experience of personnel who will be directly involved in all elements of the Services.	10
Firm size, age, and organizational structure.	5
Firm's experience with projects that are similar to the Services requested in this RFP.	15
Safety record.	20
Proposal price or fees for services.	50
Total	100

The three (3) highest ranked proposals will be identified and those firms may be requested to make a formal presentation before the Evaluation Committee and/or the Town Council. The Evaluation Committee will score and rank the proposers and provide same to the Town Manager. The Town Manager will then make a recommendation to the Town Council and reserves the right to reject any or all proposals, to waive any informality, irregularity, or technicality in any proposal, to re-advertise for proposals, or take any other such actions that may be deemed to be in the best interests of the Town.

The Town Council, in its sole discretion, shall select and approve one or more proposals and shall authorize the award of an Agreement to the Successful Proposer(s).

1.8 TOWN'S RIGHTS.

The Town reserves the right to: (1) accept or reject any and/or all proposals or parts of proposals, (2) award the Services to one or more Proposers, (3) award one or more Proposers a contract for the Services or for either the Shuttle Transit Service component or the On-Demand Transit component of the Services; (4) workshop or negotiate any and all proposals; (5) to waive irregularities in proposals; (6) cancel or discontinue this RFP process; and (7) to request new proposals on the required work or Services. The Town Council shall make the final determination and award of proposal(s).

All materials submitted in response to this Request for Proposals become the property of the Town and will be returned only at the option of the Town. The Town has the right to use any or all ideas presented in any response to the RFP, whether amended or not, and to selector reject all or any part of the Services requested.

1.9 AWARD OF PROPOSAL.

The Town anticipates entering into an Agreement with the Successful Proposer(s) determined by the Town to be in compliance with the requirements of this RFP and in the best interest and most advantageous to the Town. The Town reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive any irregularities, to cancel or discontinue this RFP, and to request new proposals on the required materials or Services. The Town also reserves the right to waive minor variations to the Specifications (interpretation of such to be made by the applicable Town department personnel). Final determination and award of proposal(s) shall be made by the Town Council.

Neither this RFP, nor the notice of award of the Agreement constitutes an agreement or contract with the Successful Proposer(s). An agreement or contract is not binding until a written agreement or contract, in substantially the form attached hereto as Exhibit "E," has been executed by the Town and the Successful Proposer and approved as to form, content, and legal sufficiency by the Town Attorney.

END OF SECTION 1

SECTION 2

TERMS AND CONDITIONS

INTRODUCTION

All proposals submitted in response to this RFP and any Agreement awarded to the Successful Proposer(s) must conform to the following terms and conditions.

2.1. PURPOSE OF PROPOSAL.

The Town of Bay Harbor Islands, Florida (“Town”) requests proposals from qualified firms to provide Modified Shuttle and On-Demand Transit Services for the Town, Bal Harbor Village, and the Town of Surfside (collectively, the “Surf-Bal-Bay Community”). The frequency, nature, scope and definition of the Services desired or required by the Town may change from time to time, at the Town’s discretion. The Town reserves the right to modify the designated service areas delineated on the Surf-Bal-Bay Shuttle Route, attached hereto as Exhibit “B,” and the On-Demand Transit Service Area, attached hereto as Exhibit “C.”

The Town intends to secure a source of supply(s) for the Services from a qualified contractor that conforms to the requirements of this RFP and is most advantageous to the Town and in its best interest. The Town reserves the right to award the proposal considered to best serve the Town’s interests.

In the event of any conflicts between provisions contained in the General Conditions and Specifications, the provisions contained in the Specifications shall govern and prevail. The Town further reserves the right to award one or more Proposers for all or part of the services.

2.2. SUBMISSION OF PROPOSALS.

Proposers must use the proposal form(s) furnished by the Town with this RFP, as well as provide any information requested by this RFP. Failure to do so may cause the proposal to be rejected. Removal of any part of the proposal may invalidate the proposal. Incomplete, unresponsive, irresponsible, vague or ambiguous responses to this RFP may be just cause for rejection, as determined by the Town.

Proposer warrants that the terms and conditions quoted in the proposal, including pricing, will be firm for a period of one hundred eighty (180) days from the date of the proposal opening unless otherwise stated by the Town.

Proposals having an erasure or corrections must be initialed by the proposer in ink. Proposals shall be signed in ink. All quotations shall be typewritten or filled in with ink.

2.3. DELIVERY.

Any materials and goods in connection with the Services shall be delivered F.O.B. destination (i.e., at a specific Town address), and delivery costs and charges (if any) will be included in the proposal price. Exceptions should be noted.

2.4. MATERIALS.

Any materials or products delivered by Contractor pursuant to this RFP shall remain the property of the Contractor or vendor until accepted to the satisfaction of the Town. In the event material(s) or products supplied to the Town are found to be defective or do not conform to the requirements

of this RFP or the Specifications, the Town reserves the right to return the materials or product(s) to the vendor or Contractor, at the Contractor's expense.

2.5. PRICING.

The price schedule forms attached to this RFP under Section 4 and to be included with each proposal shall specify the Proposer's pricing and/or fees for the Services requested herein. Proposer should include any and all applicable taxes in proposal prices. If the proposer is awarded a contract or Agreement pursuant to this RFP, the prices and fees quoted in the proposal shall remain fixed and firm during the term of the contract or Agreement.

2.6. PROPOSAL COSTS.

Proposers submitting proposals do so entirely at their own cost and expense. There is no expressed or implied obligation by the Town to reimburse any individual or firm for any costs or expenses incurred in preparing or submitting proposals, providing additional information when requested by the Town, or for participating in any selection interviews.

2.7. LICENSES AND PERMITS.

Proposer shall secure any and all necessary and required licenses, certifications and permits to conduct the Services including, but not limited to, all Federal, State, County and Town licenses and Permits. All Proposers must provide the necessary documentation to demonstrate that they meet all applicable licensing and permitting requirements, including the following:

2.7.1. Licenses – Proposer must be fully licensed with all applicable and required licenses, certifications, and permits to provide the Services, including all Federal, State, Miami-Dade County and local government licenses, certifications, and permits.

2.7.2. Commercial Driver's License – Proposer must have valid Florida Commercial Driver's License necessary to operate the Services.

By submitting a proposal in response to this RFP, Proposer represents and warrants to the Town that it holds all licenses, certifications, and permits, including Commercial Driver's Licenses, ("Licenses") required by applicable law and by any other governmental authority or agency to perform the Services. Proposer represents and warrants to the Town that the Licenses shall be in full force and effect on the date of performance of the Services and further represents that it holds and will hold all Licenses throughout the term of the Agreement. Proposer shall provide the Town with copies of all Licenses and any additional permits that may be required for performance of the Services with its proposal and during the term of the Agreement.

Where the Contractor is required to enter onto Town property, public right of way or other property to deliver materials or to perform the Services as a result of a proposal award, the Contractor will assume the full duty, obligation and expense of obtaining all necessary approvals, licenses, permits, inspections and insurance required. The Contractor shall be liable for any damages or loss to the Town, property or person occasioned by the acts or omissions, or the negligence of the proposer, (or their agent) or any person the proposer has designated in the completion of the Services, as a result of the proposal.

2.8. INSURANCE.

2.8.1 Contractor shall secure and maintain throughout the duration of this RFP and agreement, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured,

underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary and noncontributory insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured on a primary and noncontributory basis. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent. Copies of Contractor's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory and the Contractor shall provide a waiver of subrogation for the benefit of the Town. The Contractor shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Project.

2.8.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

2.8.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this RFP who is not covered by Worker's Compensation insurance.

2.8.1.3. Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

2.8.2 The Contractor agrees to indemnify, defend and hold harmless the Town from and against any and all claims, suits, judgments, losses, damages, executions and/or liabilities as to bodily injuries and/or property damage which arise or grow out of the Agreement or Contractor's performance of the Services required by this RFP.

2.8.3 The Contractor shall also, upon request by the Town, provide copies of all official receipts and endorsements as verification of Contractor's timely payment of each insurance policy premium as required by the Agreement.

2.9. PROPOSAL BOND.

Each Proposal must be accompanied by a Proposal Bond or Cashier's Check, in an amount of **Fifteen Thousand and NO/100 (\$15,000.00)**. All Proposal Bonds shall be valid for a period of at least one hundred eighty (180) days from the proposal submission date. The Proposal Bonds for all unsuccessful Proposals shall be returned after the ninety (90) day period. The purpose of the

Proposal bond is to ensure that proposals are honored and that they remain valid for the required period. Accordingly, Proposal bonds are subject to forfeiture any time proposers refuse to honor their proposals for at least sixty (60) days after proposal opening.

2.10. PERFORMANCE BOND.

Within 72 hours of issuance of Notice to Proceed, the successful Proposer shall furnish to the Town a Performance Bond in the amount of **Two Hundred Fifty Thousand and NO/100 (\$250,000.00)** for the period of the contract (to be determined at the time of award). The Performance Bond can be in the form of a Cashier's Check, made payable to the Town (Please note that Cashier's Checks will be deposited into an escrow account for the term of the contract); a bond written by a surety company authorized to do business in the State of Florida and shall comply with F.S. § 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written from a bank located in Miami-Dade County, be in the amount of the contract, and should clearly and expressly state that it cannot be revoked until express written approval has been given by the Town. The Town, to draw on same, would merely have to give written notice to the bank with a copy to the successful contractor.

2.10.1. Attorney's-in-fact, who sign the Proposal Bond and Performance Bond, must file with such Bonds, certified copies of their current power of attorney to sign such Bonds. All Bonds must be countersigned by an agent of the Surety licensed in the State of Florida, with a copy of the agent's current identification card, as issued by the State of Florida Insurance Commissioner, attached hereto.

2.10.2. Proposer must submit Bond forms attached hereto or such other acceptable bond forms as approved by the Town, in its sole discretion.

2.11. QUALIFICATION OF SURETIES.

2.11.1. General: The following requirements shall be met by all surety companies furnishing proposal, performance payment or other type of bonds.

2.11.2. Qualifications: As to companies being rated acceptable:

2.11.2.1. The Surety shall be rated as "A" or better as to General Policyholders Rating and Class V or better as to Financial Category by Best's Key Rating Guide, published by Alfred M. Best Company, Inc., of 75 Fulton Street, New York, New York, 10038.

2.11.2.2. The Surety shall be listed on the U.S. Department of the Treasury, Fiscal Service, Bureau of Government Financial Operations, Circular 570, (1982 Revision) entitled, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

2.11.2.3. All Surety Companies are subject to approval and may be rejected by the Owner without cause, in the same manner that proposals may be rejected.

2.11.3. Limitations: Bonding Limits or Bonding Capital refer to the limit or amount of Bond acceptable on any one risk. 1. The bonding limit of the Surety shall not exceed ten percent (10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on anyone risk (penalty or amount of any one bond).

2.11.4. Requirements:

2.11.4.1. Policy Holders Surplus is required to be 5 times the amount of any one bond.

2.11.4.2. The Agent countersigning the bond shall be a resident of Miami-Dade County.

2.12. COMPLIANCE WITH LAW AND OTHER REQUIREMENTS.

Contractor shall conduct its operations in compliance with all applicable federal, state, county and local laws in providing the Services required by this RFP, including specifically, Chapter 316, "State Uniform Traffic Control," of the Florida Statutes; Chapter 30, "Traffic and Motor Vehicles," of the Miami-Dade County Code of Ordinances; and Section 13-24, "Identification on Commercial Vehicles." of Chapter 13 of the Town's Code of Ordinances. Proposer shall also assist the Town in complying with requests for information in connection with Section 29-124, "Special fund created; uses of surtax proceeds; and role of Citizens' Independent Transportation Trust," of the Miami-Dade County Code of Ordinances.

2.13. ASSIGNMENT.

The Contractor shall not transfer or assign the performance of the Services required by this RFP and the Agreement without the Town's prior written consent. Any award issued pursuant to this RFP and monies which may be payable by the Town, are not assignable except with the Town's prior written approval.

2.14. ATTORNEY'S FEES.

If the Town incurs any expense in enforcing the terms of the Agreement, whether suit be brought or not, Contractor agrees to pay all such costs and expenses including, but not limited to, court costs, interest and reasonable attorney's fees.

2.15. CONTRACTOR'S RELATION TO THE TOWN.

It is expressly agreed and understood that the Contractor is in all respects an independent contractor as to all Services hereunder, and that the Contractor is in no respect an agent, servant or employee of the Town. This RFP specifies the Services to be performed by the Contractor, but the method to be employed to accomplish the Services shall be the responsibility of the Contractor, unless otherwise provided in the Agreement or by the Town.

2.16. DISCRIMINATORY PRACTICES.

The Contractor shall not discriminate against or deny service, access, or employment to any person on the basis of race, color, creed, sex, sexual orientation religion or national origin. The Contractor will strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida or the Federal Government.

2.17. TIME IS OF THE ESSENCE; DELIVERY OF SERVICES.

The Contractor acknowledges and agrees that time is of the essence in the performance and delivery of the Services hereunder.

2.18. CANCELLATION.

Failure on the part of the Contractor to comply with the conditions, specifications, requirements and terms as determined by the Town, shall be just cause for cancellation of the award, with the Contractor holding the Town harmless.

2.19. DISPUTES.

If any dispute concerning a question of fact arises under the resulting Agreement, other than termination for default or convenience, the dispute will be handled by the Town Manager.

2.20. TERMINATION FOR DEFAULT.

In the event of default by the proposer or Contractor, the Town may terminate the Agreement, procure the Services from other sources and hold the proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

2.21. TERMINATION FOR CONVENIENCE.

The Town may terminate the Agreement, in whole or in part, for convenience upon thirty (30) days prior written notice to the Contractor. Upon such termination, the Town shall be responsible to the Contractor only for payment in accordance with the payment provisions of the Agreement for those Services rendered prior to and through the date of termination.

2.22. INDEMNIFICATION.

The Contractor shall indemnify, save harmless and defend the Town, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of any act, error, omission, negligent act, conduct or misconduct of the Contractor, his agents, servants or employees, in the performance of the Services pursuant to this RFP and/or from any procurement decision of the Town including without limitation, awarding the Agreement to a Contractor.

2.23. SECONDARY/OTHER VENDORS.

The Town reserves the right in the event the primary proposer cannot provide the Service(s) in a timely manner as requested, to contact the second best proposer of this RFP to perform the Services. If the secondary contractor is unavailable, the Town reserves the right to seek and obtain other sources.

As tasks and schedules are identified, substantial completion times will be mutually agreed upon between the Contractor and the Town.

2.24. PUBLIC ENTITY CRIME/DISQUALIFICATION.

Pursuant to Section 287.133(3)(a), Florida Statute, all proposers are advised as follows:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

2.25. NO CONTINGENT FEE.

Proposer shall warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure the Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making the Agreement. For the breach or violation of this provision, the Town shall have the right to terminate the Agreement,

without liability, at its discretion.

2.26. PUBLIC RECORDS; CONFIDENTIALITY.

Proposers are hereby notified that all information submitted as part of or in support of proposals submitted pursuant to this RFP are public records subject to public disclosure in accordance with Chapter 119, Florida Statutes. If there is any apparent conflict between Florida's Public Records Law and this RFP, Florida Law will govern and prevail.

All proposals submitted in response to this RFP shall become the property of the Town. Unless the information submitted is proprietary, copyrighted, trademarked, or patented, the Town reserves the right to utilize any or all information, ideas, conceptions, or portions of any proposal in its best interest. Acceptance or rejection of any proposal shall not nullify the Town's rights hereunder.

END OF SECTION 2

SECTION 3 SCOPE OF SERVICES

3.1 INTRODUCTION.

The Town is seeking proposals from qualified firms to provide vehicles, maintenance, personnel, and operations for Modified Shuttle and On-Demand Transit Services (“Services”) in the Town, Bal Harbor Village, and the Town of Surfside (collectively, the “Surf-Bal-Bay Community”), in accordance with the terms, conditions, and specifications contained in this RFP.

3.2 SUMMARY.

The Town objectives for the Modified Shuttle and On-Demand Transit Services is to provide an efficient and cost-effective transit system that is reliable, safe, comfortable and, accessible to residents and visitors of the Surf-Bal-Bay Community. Toward that end, the Town is seeking a Modified Shuttle and On-Demand Transit Services consisting of combined (1) Shuttle Transit Services and (2) On-Demand Transit Services.

3.3 SHUTTLE TRANSIT SERVICES.

3.3.1 Scope of Work.

Proposer shall operate a single fixed route called the Surf-Bal-Bay shuttle, serving three municipalities, and an on-demand (door-to-door) service. Proposer agrees to operate a minimum of two air-conditioned (2) mini-buses every 60 minutes from 9:00 a.m. – 5:00 p.m., weekdays only, commencing [MONTH/DATE], 2021 until [MONTH/DATE], 2022, in accordance with the service hours specified in the SBB Shuttle Route Schedule, attached hereto as Exhibit “D.” The route terminuses would be from the North Miami Target store on Biscayne Boulevard/NE 143rd Street and the Collins Avenue underpass in Bal Harbour. This route would provide first mile/last mile capability for regional trips. The Surf-Bal-Bay Community Shuttle Route is attached hereto as Exhibit “B” (the “SBB Shuttle Route”). The Town may request changes to the SBB Shuttle Route (“Route Changes”), extended times of the SBB Shuttle Route (before 9:00 a.m. and after 5:00 p.m.) (“Extended Route Times”), and additional days (on weekends) (“Additional Route Days”).

On-Demand low speed air-conditioned electric vehicles would provide door-to-door service throughout all three municipalities. Two vehicles would be assigned to provide the on-demand service from 9:00 a.m. to 5:00 p.m., seven days a week. Passengers would request a ride through an app on their smartphone or by calling a phone number. The Town may request changes to the hours (before 9:00 a.m. and after 5:00 p.m.).

Passengers shall be picked up and discharged only at those designated shuttle stops. Four-way flashers shall be used whenever the vehicle is stopped to load or unload passengers. Proposer shall be responsible for the installation and maintenance of shuttle bus benches and route stop signs at the fixed-route stops listed in the SBB Shuttle Route Schedule, attached hereto as Exhibit “D.” The Town may add or remove proposed shuttle stops along the route provided in Exhibit “B.”

3.3.2 Operation.

3.3.2.1 Facilities.

Proposer is required to provide the following facilities to effectively manage and operate the Surf-Bal-Bay Shuttle Route:

- 3.3.2.1.1 Dispatch and supervisor Station,
- 3.3.2.1.2 Facility for maintenance of shuttle vehicles,
- 3.3.2.1.3 Secure storage for the Proposer's shuttle vehicles and maintenance equipment,
- 3.3.2.1.4 Daily fueling for Proposer's shuttle vehicles and also to provide a dedicated source of fuel during emergencies/disasters,
- 3.3.2.1.5 Break rooms for drivers and staff, and
- 3.3.2.1.6 Restroom facilities for drivers and staff.

3.3.2.2 Operating Procedures.

Proposer shall prepare and submit with its proposal written procedures for the operation of the SBB Shuttle Route. Standard Operating Procedures shall include:

- 3.3.2.2.1 Procedures and plans on maintaining thirty (30) minute headways based on the SBB Shuttle Route Schedule, attached hereto as Exhibit "D."
- 3.3.2.2.2 Plans for replacement of disabled shuttle vehicles;
- 3.3.2.2.3 Procedures for notifying Town of delays and cancellation;
- 3.3.2.2.4 A list of contact persons with the authority to make operating decisions and can be reached before and after service hours.
- 3.3.2.2.5 Accident review procedures and corrective processes;
- 3.3.2.2.6 Radio check in and coordination procedures for maintaining shuttle vehicle headways, including GPS and/or automated vehicle location reporting;
- 3.3.2.2.7 Description of shuttle vehicle operator training;
- 3.3.2.2.8 Procedures for operating vehicles and providing service, including procedures to insure that stop announcements are made by shuttle vehicle operators.
- 3.3.2.2.9 Procedures for daily servicing;
- 3.3.2.2.10 Fare collection and accounting procedures, and fare payment validation and enforcement procedures, if fares are implemented by the Town;
- 3.3.2.2.11 Shuttle vehicle dispatch procedures to achieve balanced accumulation of mileage for each shuttle vehicle in the fleet and as necessary to accomplish shuttle vehicle maintenance;
- 3.3.2.2.12 Contingency plans in the event of emergencies, such as accidents, fires, mechanical failures, inclement weather, and criminal activity;
- 3.3.2.2.13 Procedures for handling of public and internal comments and complains;
- 3.3.2.2.14 Shuttle vehicle operator safety, recognition, rewards, and disciplinary programs;

- 3.3.2.2.15 Customer service guidelines;
- 3.3.2.2.16 Supervisory procedures, including supervision of personnel, performance schedules, and performance monitoring.

3.3.3 Vehicles.

Proposer's shuttle vehicles shall comply with the following specifications:

- 3.3.3.1 Shuttle vehicle shall provide seating for at least 20 individuals.
- 3.3.3.2 Shuttle vehicles shall comply with the Americans with Disabilities Act and toward that end shall be equipped with either a hydraulic wheelchair lift or a ramp.
- 3.3.3.3 Shuttle vehicles shall comply with the requirements provided by law (Approved Equal Busses) and the Florida Administrative Code 14-90 (i.e. passenger door, mirror height, etc.). Fleets must meet all local, state, and federal requirements as applicable to public transit vehicles.

3.4 ON-DEMAND TRANSIT SERVICES.

3.4.1 SCOPE OF WORK.

On-Demand low speed air-conditioned electric vehicles would provide door-to-door service throughout all three municipalities. Two (2) vehicles would be assigned to provide the on-demand service from 9:00 a.m. to 5:00 p.m., seven days a week. The Town may request additional vehicle(s) and hours (before 9:00 a.m. and after 5:00 p.m.). Passengers would request a ride through an app on their smartphone or by calling a phone number. On-Demand Transit Service, focusing on short first/last mile trips, using a minimum of two (2) On-Demand Transit vehicles within the area described in Exhibit "C." The Proposer shall operate the On-Demand Transit Service as a continuous vanpool, dynamically adjusting vehicle routing to meet ridership demand and service needs within the service area, minimizing wait times and trip length times.

3.4.2 SERVICE DAYS.

Proposer shall operate On-Demand Transit Service seven days per week, commencing [Month/Date], 2021, until [Month/Date], 2022. Service hours shall be held from 9:00 AM to 5:00 PM, seven (7) days a week. The Town may request additional hours (before 9:00 a.m. and after 5:00 p.m.).

3.4.3 VEHICLE SPECIFICATIONS.

Proposer's vehicles shall meet the minimum vehicle specifications listed below:

- 3.4.3.1 Vehicle Type: Electric vehicle with full doors, air-conditioned, windows and seatbelts. At least one vehicle will be wheelchair accessible.
- 3.4.3.2 Vehicle Year: 2017 or newer.
- 3.4.3.3 Seating Capacity: Minimum of six seats (five passenger seats and one vehicle operator seat).
- 3.4.3.4 Vehicle Charging: Charges shall be provided, installed, operated, and maintained by the Proposer during the entire program. Cost of electricity shall be covered. Charging equipment shall remain property of the Proposer.

- 3.4.3.5 Vehicle must be motorized and street legal.

3.4.4 TECHNOLOGY.

Proposer shall use a technology platform that supports on-demand responsive operations. Features of the technology platform shall include, but are not limited to:

- 3.4.4.1 Routing and dispatching of vehicles in the form of a mobile application.
- 3.4.4.2 Remote real-time tracking of service for both users and dispatch.
- 3.4.4.3 Customer-friendly mobile application available for download in the Apple and Android stores, downloadable at no cost to riders.
- 3.4.4.4 Dashboard for analysis of service operations available to Town staff.
- 3.4.4.5 Application Programming Interface (API) enabled to connect with Town transit applications, Miami-Dade Transit Application, and Google Maps.

Proposer shall provide a real-time online data portal where all relevant data sourced are housed, and Town staff can track pre-determined metrics. Proposer shall be responsible for tracking and reporting data including, but not limited to, hourly, daily, weekly, monthly ridership, vehicle occupancy, trip origins and destinations, heat maps, minimum, maximum, and average wait times, minimum, maximum, and average trip length, passenger demographics, rider request methods utilized, number of canceled trips (by riders or vehicle operators), numbers of missed trips (if vehicle did not serve customer and customer never cancelled request, and similar statistics. For cancelled trips, information as to duration of time between when the ride was requested and cancelled shall be reported. Additionally, the Proposer shall report drivers' ratings and feedback received from passengers.

3.5 OPERATIONAL REQUIREMENTS FOR SHUTTLE VEHICLES AND ON-DEMAND TRANSIT VEHICLES.

3.5.1 Licenses. Vehicle operators must have a valid Florida Commercial Driver's License (Chauffeurs or commercial) as well as any other licenses required by federal, state, and local regulations.

3.5.2 Maintenance.

- 3.5.2.1 Vehicle Maintenance and Repairs. Proposer shall be responsible for all maintenance activities including, but not limited to, replacement of parts, tires, oil, fluid changes, filters, and cleaning of vehicle. Proposer shall be responsible and provide all general repairs to all vehicles operated pursuant to this Contract. Town shall not be responsible or required to provide any repairs, replacements, or maintenance for any vehicle at any time.
- 3.5.2.2 Preventative Maintenance. Proposer shall design and implement a preventative maintenance program that will

combine regular inspections with scheduled interval-related servicing needs and warranty requirements as provided by manufacturer. Elements of the preventative maintenance program shall include:

3.5.2.2.1 Daily pre- and post-pullout safety instructions.

3.5.2.2.2 Daily servicing of fluid levels, tires, lights, and minor mechanical problems. Brakes shall be checked weekly.

3.5.2.2.3 Periodic mechanical and safety inspections by mechanics and supervisors. Such inspections shall be documented and completed monthly or more often as indicated necessary by recurring problems.

3.5.2.2.4 Interval related servicing should be scheduled to reduce downtime and ensure maximum life and performance of vehicle components.

3.5.2.2.5 Proposer shall be responsible for the required inspections of all vehicles used for the services, if and when applicable. Proposer shall schedule and deliver vehicles to a certified inspection station, if and when applicable.

3.5.2.2.6 Repairs to non-working items that relate to safety shall be completed prior to returning the vehicle to service. Failure of safety related items on a vehicle while performing service shall require immediate removal of the vehicle from service for repair. These items shall include legally required lights, working brakes, tire tread depth or condition, or any other mechanical condition that may have an effect on the continued safe operation of a vehicle.

3.5.2.2.7 Proposer shall be responsible for providing any towing services necessary to complete repairs required.

3.5.2.3 Mechanical and Body Repairs. Within three days of learning of damage or the need for any repairs, Proposer shall complete all mechanical repairs found necessary to maintain the function of all components and features of the vehicles, unless otherwise permitted by the Town. Mechanical and body repairs shall be conducted as follows:

3.5.2.3.1 Body and frame repairs, inclusive of necessary painting, will be inspected and certified in writing as completed by the garage performing work prior to returning the vehicle to service.

3.5.2.3.2. Minor body damage repairs shall be repaired as soon as possible, but shall not exceed two weeks, subject to availability of OEM parts when needed.

3.5.2.3.2 Major body damage shall be repair before returning the vehicle into service, not to exceed five weeks out of service, subject to availability of OEM parts when needed.

3.5.2.4 Vehicle Cleaning. Proposer shall provide all labor and materials necessary to keep all vehicles clean at all times. Proposer shall wash the exterior of the vehicles, including support vehicles, at least weekly, and shall clean the interiors

of the vehicles daily by picking up all litter, sweeping/cleaning the floor, and cleaning the windows if required. Proposer shall wash all vehicle interior items, including, for example, seats, handrails, armrests, etc. Vehicle interiors shall be free from vermin, insects, noxious odors, and similar conditions. Proposer shall remove all graffiti from vehicles, whether on the vehicles interior or exterior, immediately or as soon as is practicable, but no later than the start of the next days' service. If the graffiti is offensive or vulgar and cannot be removed, the vehicle shall be taken out of service immediately.

3.5.2.5 Preventative Maintenance of Heating and Air Conditioning for Shuttle Vehicles. Periodic inspection and servicing checklists will be developed that conform to manufacturer's most severe service recommendations and generally accepted best industry practices. The Proposer shall properly maintain operating HVAC systems on all shuttle vehicles at all times. No shuttle vehicle shall be permitted to enter service without properly functioning heating or air conditioning systems and the Proposer shall be expected to make all reasonable efforts change out a shuttle vehicle that experiences a malfunctioning heating or air-conditioning system while in service.

3.5.2.6 Vehicles in need of Repair or Cleaning. Proposer shall immediately remove from operation any vehicle deemed to be in need of repair, cleaning, or other action by the Town.

3.5.3 Air Conditioning. Shuttle and On-Demand Vehicles air condition units must function properly at all times in all vehicles, and shall operate at an internal ambient temperature of 75 degrees Fahrenheit.

3.5.4 Records.

3.5.4.1 Vehicle Records. Proposer shall maintain a complete individual vehicle history of every vehicle used. The Proposer shall be responsible for keeping the vehicle maintenance current throughout the term of the Contract for the Services and shall make available complete copies of all files available to the Town at the end of the Contract. The Town or its agent shall have reasonable access to all vehicle maintenance records during planned or unannounced visits or inspects of the Proposer's facility for the duration of the Contract. The Proposer shall maintain records including, but not limited to:

- 3.5.4.1.1 Completion of required inspections.
- 3.5.4.1.2 Timely execution of scheduled services.
- 3.5.4.1.3 Major repairs and replacements.

- 3.5.4.1.4 Use of parts and components.
 - 3.5.4.1.5 Unscheduled maintenance.
 - 3.5.4.1.6 Accident repairs and body work.
 - 3.5.4.1.7 Warranty work and claims.
 - 3.5.4.1.8 Fuel and oil and fluids consumption on a unit per vehicle basis;
 - 3.5.4.1.9 Vehicle mileage and hours of operation.
 - 3.5.4.1.10 Tire and brake life.
 - 3.5.4.1.11 Hours of operation.
 - 3.5.4.1.12 Frequency of service provided.
 - 3.5.4.1.13 Days of operation.
 - 3.5.4.1.14 Total actual vehicle miles.
 - 3.5.4.1.15 Total vehicle revenue miles, if applicable.
 - 3.5.4.1.16 Total vehicle revenue miles, if applicable.
 - 3.5.4.1.17 Unlinked passenger trips (number of passengers who board the public transportation vehicle determined by an actual 100% count or by a Federal Transit Administration approved sampling procedure).
 - 3.5.4.1.18 Passenger miles (Sum of distance ridden by each passenger).
 - 3.5.4.1.19 Ridership for each route.
- 3.5.4.2 Proposer shall maintain records regarding any vehicle defect that occurs. Vehicle defect cards shall be made available to vehicle operators and staff on all vehicles. A vehicle defect report shall be completed as part of pre-trip inspections on each vehicle and after service and filed chronologically by vehicle number. Vehicle operators will turn in defect cards prior to and after each shift to the Proposer's staff person charged with reviewing each card to prevent vehicles with problems from being assigned to any following trip.
- 3.5.4.3 Proposer shall also be responsible for documenting, filing, and executing all warranty claims with the OEM component manufacturers. Proposers must ensure that all vehicle manufacturer warranty work is accomplished to guarantee the Town compliance with necessary warranty requirements. Proposer shall track all warranty work, including parts and labor, and submit claims for reimbursement to the manufacturer/supplier. The Town may have its staff review Proposer's vehicle records to ensure warranty claims are being properly recorded, submitted, and defended.
- 3.5.4.4 Town shall have immediate and unrestricted access to all vehicles and vehicle maintenance records during planned or unannounced visits or inspections to vehicles and Proposer's facility for the duration of awarded Contract for the duration of the Contract.

3.5.5 Identification Tags. Proposer's vehicle operators and other staff that come in contact with the public shall wear identification tags clearly stating their first name at all times while performing their duties.

3.5.6 Accident and Incident Procedures.

3.5.6.1 The Proposer shall develop, implement, and maintain formal and expedient procedures to respond to all accidents, disturbances, passenger injuries/fatalities, and any other service interruptions/failures, subject to approval by the Town.

3.5.6.2 Proposer shall be responsible for reporting to the Town any and all incidents that occur, as described below.

3.5.6.3 All traffic accidents involving vehicles/pedestrians, irrespective of injury, shall be immediately notified to the Town Police Department. The Proposer will advise such agency of the accident and request a police unit to investigate the accident.

3.5.6.4 The Proposer shall immediately notify the Town of any accident or incident, especially those resulting in injury, in loss or damage to the Town and /or private property. Written notification shall be sent within 48 hours. The written notice shall describe the sequence of events and include reports by the vehicle operator, attendant, witnesses, and any other relevant individuals. In addition, the Proposer shall notify the Florida Department of Transportation verbally within 48 hours thereafter the incident, followed by a written report within 48 hours. Proposer shall notify the Florida Department of Transportation of any fatalities verbally within 24 hours, followed by a written report within 24 hours. Proposer shall be responsible for providing follow-up reports, both verbally and in writing, within the required hours of the reported incident.

3.5.6.5 Proposer must implement a written Drug and Alcohol Testing program.

3.5.7 Vehicles in Need of Repair or Cleaning. Proposer shall immediately remove from operation any vehicle deemed to be in need of repair, cleaning, or other action by the Town.

3.5.8 Service Standards. Proposer shall operate the Modified Shuttle and On-Demand Transit Services in a manner that will maximize the efficiency of the service while achieving excellent customer service. Proposer's technical performance and customer service performance will be periodically evaluated by the Town. The Proposer and the Town shall meet periodically to evaluate the performance and effectiveness of the Modified Shuttle and On-Demand Transit Services. If

applicable, Proposer will take all reasonable actions requested by the Town to immediately correct deficiencies in performance after review of the performance evaluation.

3.5.9 Additional Operating Procedures. Proposer shall observe all safety rules and other requirements of regulatory bodies having jurisdiction over the service area and operate all vehicles with the highest regard for all aspects of safety. Additionally, Proposer will comply with the following requirements:

- 3.5.9.1 Proposer shall not use vehicles for illegal purposes.
- 3.5.9.2 Proposer shall not use vehicles for towing, pushing, or any purpose other than transportation of passengers.
- 3.5.9.3 Proposer shall not overload vehicles beyond their specified carrying capacity, nor operate a vehicle in an unsafe manner.
- 3.5.9.4 Proposer shall not use vehicles in any way except as specifically authorized by the Town.
- 3.5.9.5 All vehicles shall operate with headlights and taillights turned on while in service.
- 3.5.9.6 Service shall be provided to all orderly persons who pay the proper fare, if applicable, and comply with ridership rules and regulations established by the Town. Proposer shall not discriminate against any passenger on the basis of race, color, religion, country of origin, age, gender, sexual preference, or disability.
- 3.5.9.7 Proposer's vehicles shall not play music while servicing customers/riders.

3.5.10 Reporting Requirements. Proposer shall maintain and provide to the Town and/or Miami-Dade County with the following information each month:

- 3.5.10.1 On time performance.
- 3.5.10.2 Average vehicle speed, per rout.
- 3.5.10.3 Revenue miles.
- 3.5.10.4 Revenue hours.
- 3.5.10.5 Number of incidents.
- 3.5.10.6 Number of complaints.

3.6 PERSONNEL.

3.6.1 Proposer's dispatch personnel shall be bilingual for English and Spanish, and shall be trained for the special needs of elderly and disabled individuals. Dispatchers shall respond to questions concerning the service with courtesy, respect, sensitivity, and effectiveness.

3.6.2 Proposer's vehicle operators shall comply with the following requirements:

- 3.6.2.1 Vehicle operators must have a medical examination certificate and pass drug testing. Proposer shall not allow any vehicle operator to operate a vehicle if the vehicle operator does not pass the medical and drug examination.

- 3.6.2.2 Vehicle operators shall be trained in all operational procedures, including thorough knowledge of the service area street network.
- 3.6.2.3 Vehicle operators shall be fully trained in defensive driving and vehicle handling.
- 3.6.2.4 Vehicle operators shall be trained in the special skills required to provide transportation to the elderly and disabled individuals, including customer service, assisting elderly and disabled riders enter and exit the vehicle, operation of hydraulic wheelchair lift or use of a wheelchair ramp in order for disabled persons to enter and exit vehicles, and proper use of wheelchair harnesses.
- 3.6.2.5 Vehicle operators shall assist passengers confined to wheelchairs in boarding and shall perform the tie downs.
- 3.6.2.6 Vehicle operators shall be trained to operate all types of vehicles (including reserve vehicles owned by the Proposer) in the service, wheelchair lifts and harness systems, and other equipment that they may be expected to use during service hours.
- 3.6.2.7 Regularly assigned vehicle operators or trained back-up vehicle operators shall be available and on-time on a daily basis to ensure consistent and reliable service.
- 3.6.2.8 Vehicle operators shall not take lunch hour or breaks inside or close by the Proposer's vehicles.
- 3.6.2.9 Passengers must never be kept waiting, except for scheduled headways.
- 3.6.2.10 Each vehicle operator shall have an accurate timepiece available and in clear sight at all times while operating a vehicle.
- 3.6.2.11 Vehicle operators must have a thorough knowledge of and abide by all traffic regulations.
- 3.6.2.12 Vehicle operators shall be sensitive to ridership comforts, such as interior temperatures of their vehicle, cleanliness of their vehicles, etc.

3.6.3 Proposer's staff and vehicle operators shall be trained to understand and practice the high quality of customer service required by the Town. Proposer shall provide adequate customer service training to its employees and demonstrate to the Town that vehicle operators have attended and successfully completed customer service trainings.

3.7 MISCELLANEOUS.

3.7.1 Fares. The Proposer shall operate the Shuttle Transit Services and On-Demand Transit Services at no cost to the riders, unless the Town, at its sole discretion, elects to impose fares on riders. Proposer's vehicle operators or staff shall not display tip jars or solicit tip acceptance, unless desired by the passenger for exceptional service. If the Town elects to impose fares on either Shuttle Transit or On-Demand Transit services, the Proposer shall collect such fares for the Town at no additional cost to the Town or riders.

3.7.2 Staff Uniforms. Proposer shall submit staff uniforms to the Town for acceptance.

3.7.3 Road Supervision. Proposer shall provide road supervision as required to monitor vehicle operators, vehicles, quality of service, and adherence to all established routes, time schedules, and/or response times, and respond to all emergency calls.

3.7.4 Branding and Advertising.

3.7.4.1 Vehicle exterior branding and design will be provided by the Proposer to the Town for prior written approval. Once approved, Proposer shall install exterior branding/wrapping on vehicles. Maintenance of branding/wrapping on vehicles shall be borne by the Proposer. Proposer shall bear the cost of initial branding/wrapping installation. If the Town changes the Town branding/wrapping design, the Town shall cover the cost of production and installation.

3.7.4.2 Proposer shall maintain a pleasant and aesthetic image and ensure the quality of life of its residents. Proposer shall have the right to solicit and sell advertising to be installed on vehicles and negotiate advertising rates. Proposer, at its sole cost and expense, shall be responsible for the design, development, production, redesign, removal and installation of such advertising.

3.7.4.3 Proposer shall adhere to generally accepted principles of advertising in relation to good taste and truth in advertising. No advertising that is considered objectionable or offensive in its content or method of presentation shall be displayed.

3.7.4.4 Prior to installation of advertising, the Proposer shall submit advertisement content to the Town for review and prior written approval, subject to the sole discretion of the Town. The Town, at its discretion, may request removal of any advertisement it deems offensive, objectionable, or inappropriate. Removal of any and all non-compliant advertisement content will be removed within twenty-four hours after receipt of official notice from the Town.

3.7.4.5 Proposer advertising shall comply with the following requirements:

3.7.4.5.1 All advertisements accepted for placement by the Town must comply with Federal, State, County, and Town laws, ordinances, rules, and regulations.

3.7.4.5.2 No advertisements shall be permitted that advertise:

- 3.7.4.5.2.1 Unlawful or illegal goods, services, or activities;
- 3.7.4.5.2.2 E-cigarettes, tobacco, or tobacco-related products;
- 3.7.4.5.2.3 Firearms;
- 3.7.4.5.2.4 Sexual services, programs, or products;
- 3.7.4.5.2.5 Political candidates or political issues;
- 3.7.4.5.2.6 Competitive products for any Townwide exclusive sponsorship agreements; and
- 3.7.4.5.2.7 Alcoholic beverages, as defined by F.S. § 561.01.

3.7.4.6 No advertisements shall contain the words “STOP,” “LOOK,” “DANGER,” “DRIVE IN” or any other word, symbol, or displays designed to distract vehicular traffic.

3.7.4.7 No advertising shall contain material that is immoral, lascivious, or obscene, as defined in F.S. § 847.001; businesses engaged in any activity requiring the exploitation of minors, pursuant to Ch. 847, F.S.; or libelous material or material detrimental to the operation or goals of the Town.

3.7.5 Provision of Parking Spaces. The Town, at its sole discretion, may provide the Proposer with dedicated parking spaces or similar storage locations for the Proposer’s vehicles at a mutually agreed upon rate.

3.7.6 Exclusive Use. Proposer shall not enter into an agreement with any other party for use of equipment, personnel, or vehicles dedicated to providing the Services without approval from the Town.

3.7.7 Service Marketing. Proposer shall coordinate with the Town to develop a strategy and schedule for public outreach and marketing of Modified Shuttle and On-Demand Transit Services. The strategy should address both service launch phase and how to ensure continued promotion of the Services throughout the contract. The strategies shall be coordinated, reviewed, and approved by the Town.

END OF SECTION 3

SECTION 4
PROPOSAL FORM PACKAGE

As provided in the RFP, the following items must be attached to this Proposal:

FORMS	STATUS
Form 1 – Proposal Form Package Acknowledgement	☐
Form 2A. Proposer’s Certification (if Company or Corporation)	☐
Form 2B. Proposer’s Certification (if Partnership)	☐
Form 3. Single Execution Affidavits	☐
Form 4. Dispute Disclosure	☐
Form 5. Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions	☐
Form 6. Proposer’s Qualifications Questionnaire	☐
Form 7A. Submittal Schedule Form – Shuttle Transit Service Component	☐
Form 7B. Price Submittal Schedule Form – On Demand Transit Service Component	☐
Form 8. Reference List	☐
Form 9. Proposal Bond	☐
Form 10. Performance Bond	☐

FORM 1
PROPOSAL FORM PACKAGE ACKNOWLEDGEMENTS

I hereby propose to furnish the goods and services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of 180 days after opened by the Town in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Firm named as the Proposing Firm and that said Firm is ready, willing, and able to perform if awarded the Agreement.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal; no officer, employee or agent of the Town of Bay Harbor Islands or any other proposer has an interest in said proposal. Furthermore, I certify that the undersigned executed this Proposal Form with full knowledge and understanding of matters therein contained and was duly authorized.

I further certify that the Proposer acknowledges receipt of all Addenda issued by the Town in connection with the RFP (Check the box next to each addendum received).

Addendum 1	_____ Addendum 6
Addendum 2	_____ Addendum 7
Addendum 3	_____ Addendum 8
Addendum 4	_____ Addendum 9
Addendum 5	_____ Addendum 10

Attached hereto are the following forms/documents which form a part of this proposal:

Form 1.	Proposal Form Package Acknowledgement.
Form 2A.	Proposer's Certification (if Company or Corporation)
Form 2B.	Proposer's Certification (if Partnership)
Form 3.	Single Execution Affidavits
Form 4.	Dispute Disclosure
Form 5.	Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions
Form 6.	Proposer's Qualifications Questionnaire
Form 7A.	Price Submittal Schedule Form – Shuttle Transit Service
Form 7B.	Price Submittal Schedule Form – On Demand Transit Service
Form 8.	Reference List
Form 9.	Proposal Bond
Form 10.	Performance Bond

[SIGNATURE PAGE FOLLOWS.]

Form 1 – Proposal Form Package Acknowledgements (continued)

NAME OF PROPOSER FIRM

SIGNATURE OF PROPOSER

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

(____) _____
TELEPHONE NUMBER

STATE OF _____)
COUNTY OF _____) SS

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2021 by _____ who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, State of _____

Print Name: _____

Commission No.: _____

Commission Expires: _____

(SEAL)

**FORM 2A
PROPOSER'S CERTIFICATION**

(if Company or Corporation)

CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____
a corporation or company existing under the laws of the State of _____,
held on _____, 2021, the following resolution was duly passed and
adopted:

RESOLVED, that, as _____ of the Corporation/Company, be and is hereby
authorized to execute the proposal dated, _____, 2021 to the Town of Bay Harbor
Islands for RFP Modified Shuttle and On-Demand Transit Services, and that this execution
thereof, attested by the Secretary of the Corporation/Company, and with the
Corporate/Company Seal affixed, shall be the official act and deed of this
Corporation/Company.

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of
corporation/company on this the _____ of _____, 2021.

Secretary

(SEAL)

**FORM 2B
PROPOSER'S CERTIFICATION**

(if Partnership)

CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Partners of _____, a partnership existing under the laws of the State of _____, held on _____, 2021, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as _____ of the Partnership, be and is hereby authorized to execute the proposal dated _____, 2021, to the Town of Bay Harbor Islands for RFP Modified Shuttle and On-Demand Transit Services from this partnership and that his execution of thereof, attested by the shall be the official act and deed of this Partnership.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 2021.

Secretary

(SEAL)

FORM 3
SINGLE EXECUTION AFFIDAVITS

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID. THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE TOWN OF BAY HARBOR ISLANDS AND ARE STATEMENTS MADE:

By: _____

For (Name of Proposing or Bidding Entity): _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity does not have a FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: _____)

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 29 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Proposer Initials

Public Entity Crimes Affidavit

I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a “person” as defined in Paragraph 287.133(1)©, Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime

subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the Town of Bay Harbor Islands (the "Town") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods

or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town.

Proposer Initials

Anti-Collusion Affidavit

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town or any person interested in the proposed Contract.

Proposer Initials

Scrutinized Company Certification

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Proposer Initials

Drug-Free Workplace Affidavit

Proposer hereby recognizes that, pursuant to F.S. § 287.087, preference shall be given to businesses with drug-free workplace programs when two bids/proposals are equal with respect to price, quality, and service. Proposer understands that in order to qualify as a drug-free workplace, proposer must:

- a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b) Inform employees about the dangers of drug abuse in the workplace, the Proposer's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - 1) Give each employee engaged in providing commodities or contractual services under the RFP a copy of the statement specified in subsection (1).
 - 2) Notify employees that, as a condition of working on the commodities or contractual services under the RFP, the employee must abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 - 3) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
 - 4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

- ☐ The entity submitting this sworn statement is a drug-free workplace and is in full compliance with the requirements set forth under F.S. § 287.087.
- ☐ The entity submitting this sworn statement is not a drug-free workplace.

Proposer Initials

Town Non-Discrimination Requirements Affidavit

Proposer understands that pursuant to Section 2-4 of the Code of the Town of Bay Harbor Islands, the Town will not enter into or award a contract to an entity engaged in a boycott.

Proposer understands that "Boycott" as defined under Section 2-4 of the Code of the Town of Bay Harbor Islands means to blacklist, divest from, or otherwise refuse to deal with a person or entity when the action is based on race, color, religion, gender, sexual orientation, marital status, or

national origin of the targeted person or entity. The term boycott does not include a decision based upon business or economic reasons, or boycotts or divestments that are specifically authorized or required by federal law or state law.

Proposer certifies that it is not engaged in a boycott and is in full compliance with Section 2-4 of the Code of the Town of Bay Harbor Islands.

Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. Contractor warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. Contractor warrants that it has read, understands, and is willing to comply with all requirements of **RFP No. BHI-215** and any addendum/addenda related thereto.
3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town Council or Town Manager, as applicable.
4. Contractor warrants that all information provided by it in connection with this Proposal is true and accurate.

Proposer Initials

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 20____, before me the undersigned, personally appeared _____, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

**FORM 4
DISPUTE DISCLOSURE**

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the Services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal or Bid for the Town of Bay Harbor Islands.

Signature

Sworn to and subscribed before me this _____ day _____, 20_____.

Personally known ☐

OR

Produced identification

Type of identification

Notary Public – State of _____

My commission expires: _____

*Printed, typed or stamped commissioned name of
notary public*

FORM 5
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - © Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this Statement of Qualifications.

Business Name_____

Date_____

By:_____
Signature of Authorized Representative

Name and Title of Authorized Representative

FORM 6
PROPOSER'S QUALIFICATIONS QUESTIONNAIRE

NOTE: This statement of Proposer's Qualification must be completely filled out, properly executed and returned as part of your Proposal.

[Provide documentation evidencing the experience of the proposer and demonstrating that the proposer has successfully provided services similar to those specified herein to other agencies of similar size and needs as the Town. The proposer firm shall be currently engaged in providing Modified Shuttle and On-Demand Transit Services, Shuttle Transit Services, or On-Demand Transit Services on a full time basis and shall have been in existence and continuous operation providing these services for a minimum of five (5) years]

1. List the true, exact and proper names of the company, partnership, corporation, and trade or fictitious name under which you do business and principals by names and titles:

Name of Firm: _____

Address: _____

Principals: _____ Titles: _____

2. a. Are you licensed, as may be required, in the designated area(s) of Miami-Dade County, Florida?

YES _____ NO _____

- b. List Principals Licensed:

Name(s): _____ Title: _____

Remarks: _____

3. How long has your Firm been in business and so licensed? _____

4. If Proposer is an individual, corporation, company or a partnership, answer the following:

a. Date of Organization _____

b. Name, address and ownership units of all directors, officers, members, principals or partners: _____

Form 6 – Proposer’s Qualifications Questionnaire (continued)

- b. State whether general or limited partnership: _____
- c. State whether a corporation or company _____. Date and State of incorporation_____.

If Proposer is other than an individual, corporation, company or partnership, describe the organization and give the name and address of principals.

- 5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

- 6. How many years has your firm been in business under its present business name?
-

- a. Under what other former names has your firm operated?

- b. Is the firm or its principals now or in the past five (5) years been involved as a defendant in litigation concerning the performance of your Firm’s operations? If so list:

- 7.
 - a. List the pertinent experience of the key individuals of your Firm (continue on insert sheet, if necessary).

- b. State the name of the individual(s) who will have personal supervision and key roles of the Services:

Form 6 – Proposer’s Qualifications Questionnaire (continued)

c. List the key individuals of your Firm that hold a Florida Commercial Driver’s License, including proof of such Florida Commercial Driver’s License (continue on insert sheet, if necessary).

8. List name and title of persons in your Firm who are authorized to enter into an Agreement with the Town of Bay Harbor Islands, Florida for the proposed Services should your Firm be the successful Proposer.

Name _____

Title _____

-
10. Describe your Firm’s experience in providing Services to other municipalities or governmental agencies similar to the Services to be provided herein.

Attach additional sheets if necessary.

FORM 7A
PRICE SUBMITTAL SCHEDULE FORM
SHUTTLE TRANSIT SERVICE COMPONENT

Cost to the Town to Provide Vehicles, Maintenance, Storage, Security, Fuel, Personnel, Drivers, Insurance, and Operations:

	Town of Surfside Shuttle Section	Bal Harbour Village Shuttle Section	Town of Bay Harbor Islands Shuttle Section
Number of Vehicles Needed To Meet Weekday Headways			
Number of Vehicles Needed To Meet Weekend Headways			
Service Costs per Hour	\$	\$	\$
Total Cost per Week	\$	\$	\$
Total Cost per Year	\$	\$	\$
Cost, per additional hour requested by the Town (Extended rout Times)	\$	\$	\$
Cost, per additional mile requested by the Town (Rout Changes)	\$	\$	\$
Cost, per additional days requested by the Town (Additional Route days)	\$	\$	\$

FORM 7B
PRICE SUBMITTAL SCHEDULE FORM
ON DEMAND ELECTRIC VEHICLE TRANSIT SERVICE COMPONENT

Pricing	Surf-Bal-Bay On-Demand Transit Service Area
Service Costs per Hour for airconditioned electric vehicle	\$
Service Costs per Hour for non-airconditioned electric vehicle	
Total Cost per Week	\$
Total Cost per Year	\$
Cost, per hour, for additional hours (before 9:00 a.m. and after 5:00 p.m.)	\$

FORM 8
REFERENCE LIST
IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM,
CONTRACTOR TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.

REFERENCE #1

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

Is the Contract still Active? Yes _____ **No** _____

REFERENCE #2

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

Is the Contract still Active? Yes _____ **No** _____

REFERENCE #3

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

Is the Contract still Active? Yes _____ **No** _____

FORM 9
PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
as Principal and Contractor, and _____

Hereinafter called Surety, are held and firmly bound unto Town of Bay Harbor Islands, a political subdivision of the State of Florida, and represented by its Town Manager, in the sum of **Fifteen-Thousand Dollars (\$15,000.00)** lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a Proposal to the Town of Bay Harbor Islands for the furnishing of all labor, materials (except those to be specifically furnished by the Town), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

TOWN OF BAY HARBOR ISLANDS RFP NO. BHI-215
SHUTTLE AND ON-DEMAND TRANSIT SERVICES

WHEREAS, it was a condition precedent to the submission of said Proposal that a cashier's check, certified check, or Proposal bond in the amount of fifteen thousand dollars (\$15,000.00) of the proposal amount be submitted with said Proposal as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the Town for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Town of Bay Harbor Islands and furnishes the Proposal Bond, in an amount equal to **Fifteen Thousand and NO/100 (\$15,000.00)**, satisfactory to the Town, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Town of Bay Harbor Islands and the Surety herein agrees to pay said sum immediately upon demand of the Town in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said _____, as Principal herein, has caused these presents to be signed in its name by its _____ and
attested by its _____ under its corporate seal, and the said _____
_____ as Surety herein, has caused these presents to be signed in its

FORM 9 – Proposal Bond (continued)

name by its and attested in its name by its _____ under its corporate seal, this
_____ day of _____, 2021.

Signed, sealed and delivered
in the presence of:

PRINCIPAL: _____

BY: _____

As to Principal

NAME: _____

Surety

As to Surety

BY: _____
Attorney-in-Fact
(Power-of-Attorney to be attached)

BY: _____
Resident Agent

**FORM 10
PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESIDENTS:

That we, as Principal, hereinafter Called Contractor, and _____, as
Surety, are bond to the Town of Bay Harbor Islands, Florida, as Obligee, hereinafter called Owner,
in the amount of **Two Hundred Fifty Thousand and NO/100 (\$250,000.00)** for the payment
whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract **TOWN OF BAY
HARBOR ISLANDS RFP NO. BHI-215, MODIFIED SHUTTLE AND ON-DEMAND
TRANSIT SERVICES**, awarded via Town of Bay Harbor Islands Resolution # _____ the ____
day of _____, 2021 with Owner for _____ in
accordance with specifications prepared by the Town of Bay Harbor Islands and made part hereof,
and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the Owner for Modified Shuttle
and On-Demand Transit Services ongoing after the date of Contract commencement as specified
in the Notice to Award and in the manner prescribed in the Contract; and
2. Indemnifies and pays Owner all losses, damages (specifically including, but not limited to,
damages for non-performance and other consequential damages caused by or arising out of the
acts, omissions or negligence of Contractor), expenses, costs and attorney's fees and costs,
including attorney's fees incurred in appellate proceedings, that Owner sustains because of default

by Contractor under the Contract; and

3. Upon notification by the Owner, corrects any and all defective or faulty work or materials.
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

4.1. Complete the Contract in accordance with its terms and conditions; or

4.2 Obtain a proposal or proposals for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Proposer, or, if the Owner elects, upon determination by the Owner and Surety jointly of the best, lowest, qualified, responsible and responsive Proposer, arrange for a Contract between such Proposer and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

FORM 10 – Performance Bond (continued)

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 2021.

Signed in the presence of:

PRINCIPAL: _____

BY: _____

NAME: _____

As to Principal

As to Surety

Surety

BY: _____
Attorney-in-Fact
(Power-of-Attorney to be attached)

BY: _____
Resident Agent

Street Address

City, State, and Zip Code

Telephone Number

EXHIBIT A

**TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND BAY HARBOR ISLANDS
INTERLOCAL SHUTTLE SYSTEM FINAL REPORT DATED OCTOBER 2019**

**Town of Surfside, Bal Harbour Village, and
Bay Harbor Islands Interlocal Shuttle System**

Final Report

Submitted by

Transit Program
Lehman Center for Transportation Research (LCTR)
Florida International University (FIU)

Submitted to:

Town of Surfside
Bal Harbour Village
Bay Harbor Islands

October 2019

Table of Contents

BACKGROUND	5
PROJECT OBJECTIVES	6
DATA COLLECTION	6
COMMUNITY OUTREACH.....	7
SURVEY DATA ANALYSIS.....	7
Town of Surfside.....	7
On-Board Survey	8
Online Survey	10
Bal Harbour Village.....	11
On-Board Survey	12
Bay Harbor Islands	15
On-Board Survey	15
RIDERSHIP ANALYSIS	18
Surfside Shuttle.....	18
Bal Harbour Shuttle	19
Bay Harbor Islands Shuttle	19
SERVICE ANALYSIS AND OBSERVATIONS	20
Surfside Shuttle.....	20
Bal Harbour Shuttle	21
Bay Harbor Islands Shuttle	22
PROPOSED SERVICE PLAN	23
Surfside	26
Bal Harbour.....	26
Bay Harbor Islands	27
On-Demand Service.....	27
Low Speed Electric Vehicle Operators.....	28
First Mile/Last Mile	29
Mount Sinai Medical Center	29
Haulover Skate Park	30
CONCLUSIONS AND RECOMMENDATIONS	31
Recommended Service Plan	31
Resource Impacts of Recommended Plan.....	32
Action Steps.....	33

Future Considerations	34
APPENDIX A.....	36
APPENDIX B.....	43
APPENDIX C	52

Figure 1 Reasons for using the Surfside Shuttle.....	8
Figure 2 Frequency of Usage of the Surfside Shuttle.....	9
Figure 3 Rating of the Shuttle system.....	9
Figure 4 Most Important Shuttle Improvements.....	10
Figure 5 Ages of Current Riders.....	10
Figure 6 Reasons for using the Bal Harbour Shuttle	12
Figure 7 Frequency of Usage of the Bal Harbour Shuttle	13
Figure 8 Rating of the Shuttle system.....	13
Figure 9 Most Important Shuttle Improvements.....	14
Figure 10 Ages of Current Riders.....	14
Figure 11 Reasons for using the Bay Harbor Islands Shuttle.....	15
Figure 12 Frequency of Usage of the Bay Harbor Islands Shuttle.....	16
Figure 13 Rating of the Shuttle system.....	16
Figure 14 Most Important Shuttle Improvements.....	17
Figure 15 Ages of Current Riders.....	18
Figure 16 Proposed Surf-Bal-Bay Shuttle Route.....	24
Figure 17 Surf-Bal-Bay Shuttle Route: Blown-up Area.....	25

BACKGROUND

Town of Surfside

Incorporated in 1935, Surfside is a town in Miami-Dade County, Florida. As of 2010, the population recorded by the U.S. Census Bureau was approximately 5,800. The total land area of the Town is approximately 0.6 square miles. This population is a varied mix of ethnicity and culture. The Town of Surfside encompasses the area from 87th Terrace to 96th Street, and it is situated between the City of Miami Beach and the Village of Bal Harbour.

The Town of Surfside operates a shuttle route that provides service within two blocks of every resident. The Surfside Shuttle operates weekdays from 7:30 a.m. to 5:16 p.m. and Saturdays from 8:00 a.m. to 1:30 p.m. This circulator route also serves the North Shore Library in Miami Beach.

Bal Harbour Village

Bal Harbour is a village in Miami-Dade County, Florida. The population in 2010 was approximately 2,500, according to the United States Census Bureau. The village has a total land area of approximately 0.3 square miles. Bal Harbour, Florida is located on the northern tip of the barrier island commonly referred to as Miami Beach. The main traffic corridor running south to north through Bal Harbour, as well as the Town of Surfside, is Collins Avenue, also known as Florida State Highway A1A.

The Bal Harbour Village Shuttle serves the commercial section of 96th Street, including Bal Harbour Shops and the residential condominiums and hotels along Collins Avenue. Each trip is extended with limited stops to Sunny Isles Beach and Aventura Mall. The shuttle route runs from 9:00 a.m. to 5:00 p.m. Sunday through Thursday and from 9:00 a.m. to 9:00 p.m. on Friday and Saturday.

Bay Harbor Islands

Bay Harbor Islands is a town in Miami-Dade County, Florida. The population was approximately 5,600 according to the 2010 census and it has an approximate total land area of 0.4 square miles. It is separated from the mainland by Biscayne Bay, with which it is connected via the Broad Causeway. On the mainland side, Bay Harbor Islands is bordered by the city of North Miami, while to the east it borders with the Village of Bal Harbour and the Town of Surfside; to the south lies the exclusive Indian Creek Village.

The Bay Harbor Islands Town Minibus operates from 9:00 a.m. to 5:00 p.m. Monday through Friday. This shuttle service serves the residential areas of both islands with an extension to stops in North Miami including Costco.

Community Coordination

Surfside, Bal Harbour, and Bay Harbor Islands provide no fare (free) shuttle bus service to their passengers. All three shuttle routes have a common transfer point at the Surfside Publix located at

94th Street and Harding Avenue. The three communities have collaborated on the preparation of a colorful, high quality brochure showing the route alignments and stops of all three shuttles and detailed schedules of each service.

PROJECT OBJECTIVES

The Town of Surfside, Bal Harbour Village, and Bay Harbor Islands' provide mobility to its residents and visitors connecting them to municipal offices, libraries, and popular shopping. However, there is a need for revising the current transit service to a more efficient and cost-effective system that provides better service to all three communities. An efficient transit system should provide mobility through reliable, safe, comfortable, and accessible service to its residents and visitors. The main objective of this project is to develop a more efficient and cost-effective public transportation operation in Surfside, Bal Harbour, and Bay Harbor Islands that better meets the mobility needs of residents and visitors. The focus will also be on identifying improvements at no additional cost for the municipalities.

To achieve this, the FIU research team conducted a series of tasks that included meeting with staff and other officials, collecting data and information, conducting a community outreach meeting, analyzing the data and information, and preparing the final report.

DATA COLLECTION

This task provides useful information for the next tasks of this project. The FIU team conducted passenger on-board surveys of the three shuttle services. In addition, the team collected manual passenger counts of each shuttle route to determine ridership and productivity of service. Data were collected as follows:

- o On-board self-administered survey of current riders on each shuttle route. Surveys were prepared in English and Spanish and were distributed and collected by FIU staff. Nearly all trips were surveyed. The survey questions were shared with each municipality for review prior to printing the survey forms.
- o Ridership by trip and bus stop as well as schedule performance were collected on forty trips, weekday, Saturday, and Sunday, of the three shuttle routes.

All the information and survey data provided by each municipality for this project was collected, analyzed, and considered in the proposed redesign of the Shuttle service and recommendations in this report.

Appendix A contains the blank on-board surveys (in English and Spanish) that were used to collect data for all three municipalities.

COMMUNITY OUTREACH

In coordination with the three municipalities, the FIU team participated in a community meeting that took place on February 27, 2019 at the Surfside Town Hall. The meeting was conducted for residents and stakeholders, so that they could provide feedback regarding the needs and potential improvements of the different shuttle services. The following were the main items discussed at the community meeting:

- In general, users are satisfied with the service.
- The cost of the shuttles was discussed.
- Those in attendance were interested in on-demand service; although one attendee was concerned that the low speed vehicles being considered was not conducive for the elderly.
- Low ridership and schedule performance were brought up by two attendees.

An additional meeting between FIU staff and Citizens' Independent Transportation Trust (CITT) as well as the Department of Transportation and Public Works (DTPW) took place to discuss funding opportunities, existing ordinances, and related transit service requirements. The following were the main items discussed at these meetings:

- Compliance with current ordinances including the requirements for fixed route circulators and on-demand service.
- Current Funding.
- Alternatives to current shuttle services.
- Opportunities for Pilot/Demonstration Projects such as FDOT's Service Development grant.
- Significant modifications to current service require an amendment to existing interlocal agreements.

SURVEY DATA ANALYSIS

This section presents the data analysis task. The data and information collected from the previous tasks and will be used in the preparation of the proposed system improvements. It analyzes the data and information of each municipality including on-board surveys, ridership data, information provided by the municipalities, and feedback from the community meeting and project management team. To better organize this section, data analysis was divided in segments, one per each municipality.

Town of Surfside

For the Town of Surfside, both on-board and online surveys as well as ride checks were conducted. The on-board survey and ride checks were conducted by the FIU team. The online survey to the general public was conducted by the Town of Surfside. The following figures present the results from the surveys:

On-Board Survey

The following charts present the results of the Surfside Shuttle on-board survey conducted by the FIU team.

Figure 1 clearly shows that the majority (69%) of the survey participants use the Shuttle because it is convenient. Other reasons (15%) are because they don't drive or because the Shuttle is economical.

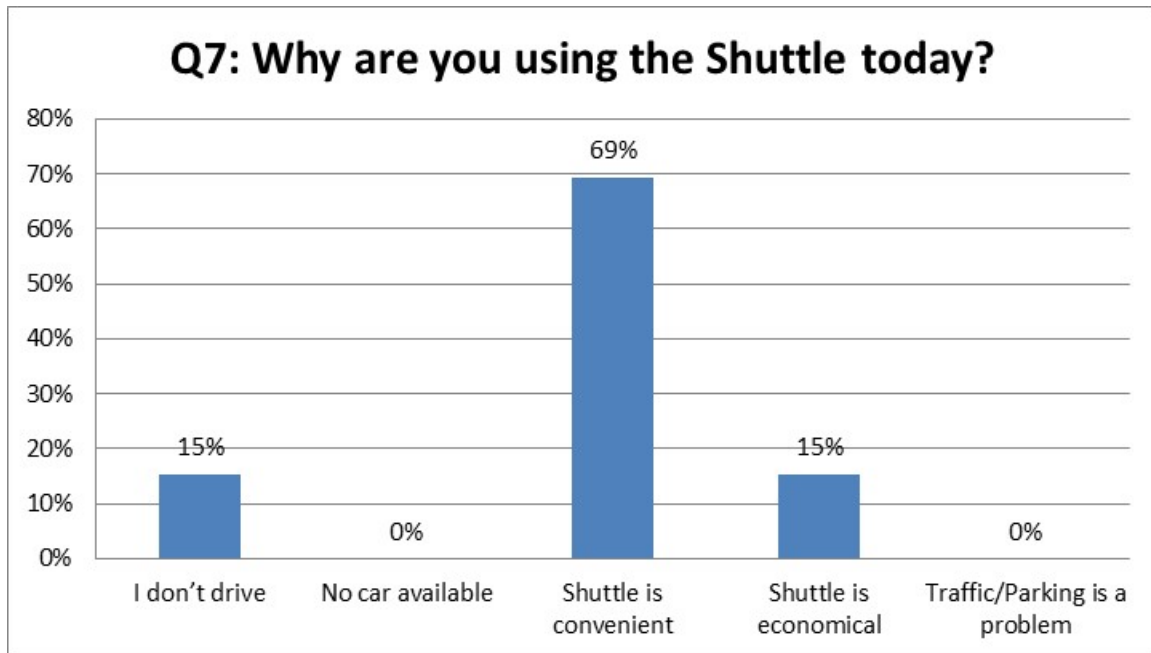


Figure 1 Reasons for using the Surfside Shuttle.

To the question of how often they ride the Shuttle (Figure 2), 81% of the riders said that they ride the Shuttle at least once a week. This shows the loyalty of the riders who continue using the Shuttle on a regular basis.

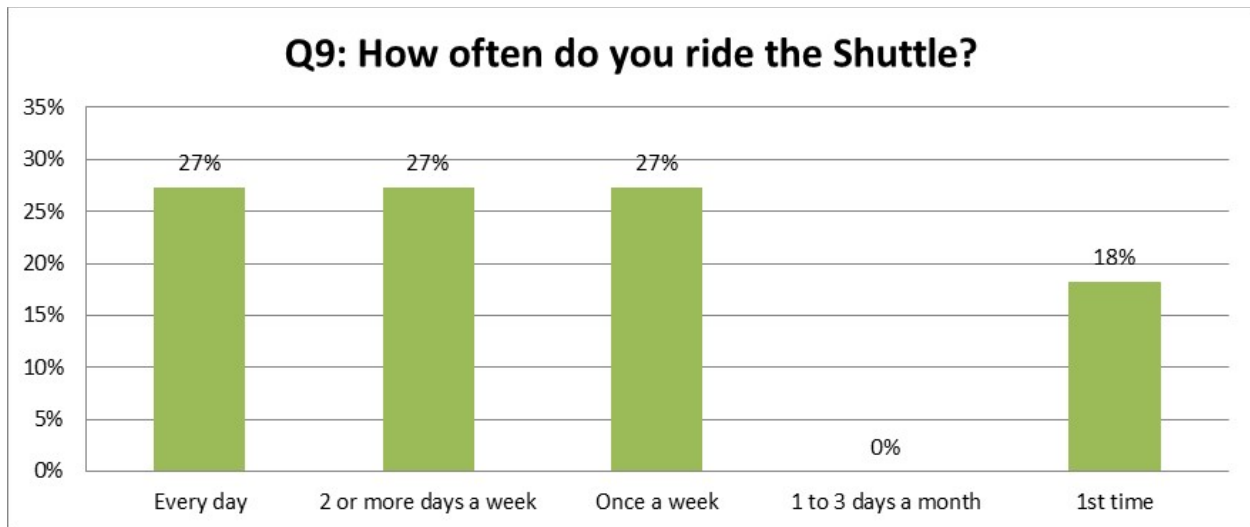


Figure 2 Frequency of Usage of the Surfside Shuttle.

Figure 3 presents a chart with the rating of the system. This type of chart can help get a sense of areas that function well and areas that need to be improved. For example, driver friendliness is valued highly among the riders. In general, according to the on-board survey, the surveyed riders gave the good or very good ratings to the Surfside Shuttle.

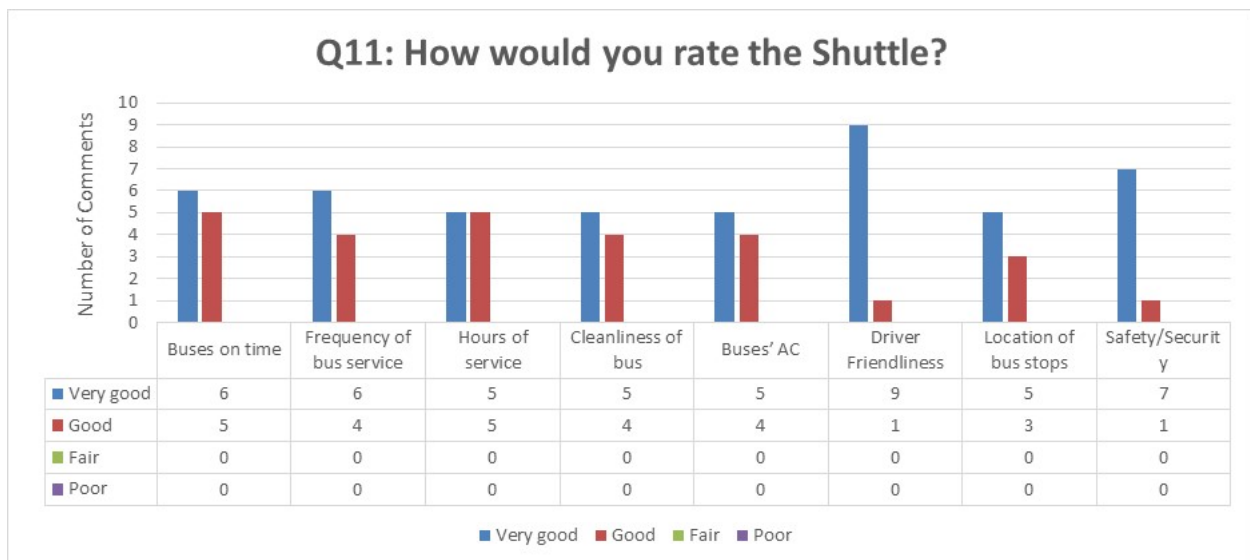


Figure 3 Rating of the Shuttle system.

With survey question 12, riders were asked to select the three most important improvements for the shuttle. This is presented in Figure 4. Although the participation was rather low, the top improvements include more frequent service, extension to other locations, and provide more stops.

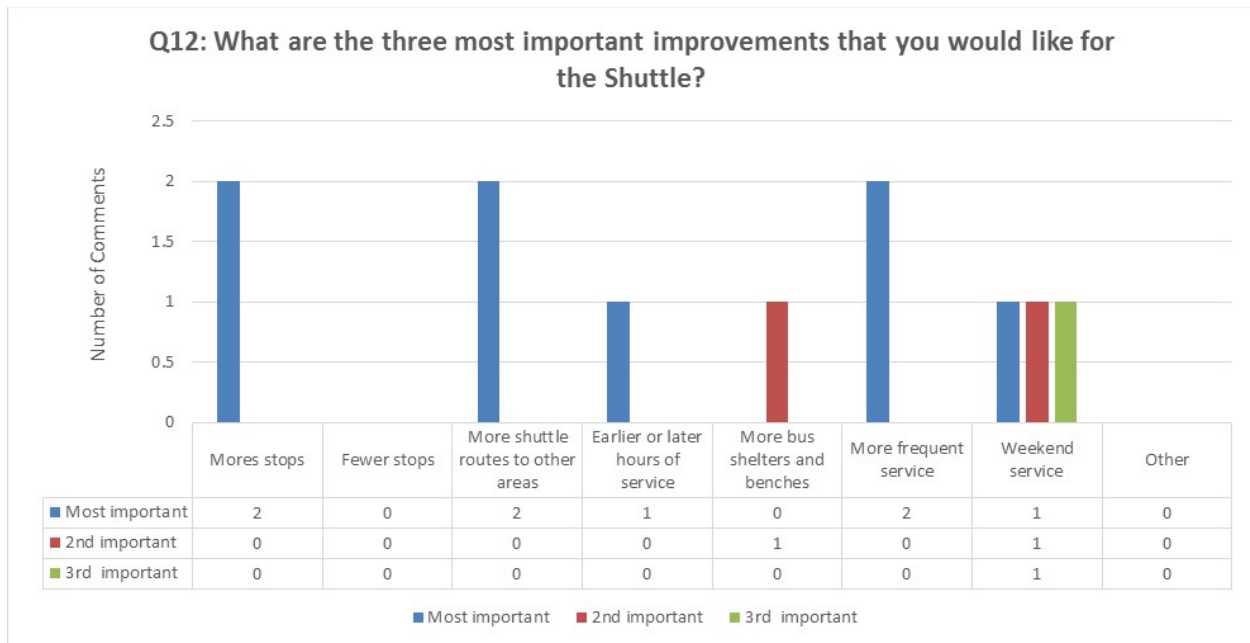


Figure 4 Most Important Shuttle Improvements.

As expected, Figure 5 shows that the majority of the Shuttle riders (78%) were 55 years of age and older and 56% were over 65. The results are somewhat similar to the Surfside online survey.

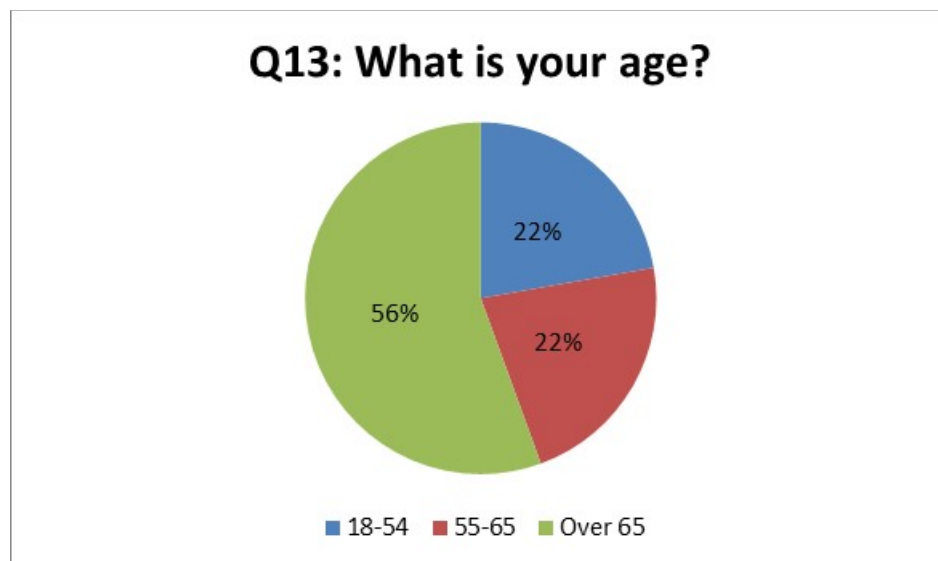


Figure 5 Ages of Current Riders.

Online Survey

The Town of Surfside conducted an online survey to get feedback from the residents regarding the current Shuttle system. The survey was targeted to the whole community, whether they use the Shuttle or not. The following bullets present a summary of the results from the online survey:

- 35% the online survey participants indicated that they use the Surfside Shuttle. This shows that there is a good number of the community members that use the transit service offered by the Town of Surfside.
- The frequency of usage of the Surfside Shuttle service varies: approximately 11% use it daily, 28% weekly, 22% monthly, and 39% at least once. In other words, 39% of the riders use the shuttle system at least once a week and the majority (61%) at least once a month.
- For those who do not ride, the primary reasons they don't use the shuttle are because they prefer to use a personal vehicle (32%), prefer to walk (23%), or the shuttle does not take them where they want to go (38%).
- Survey participants said that the main improvements they would like to see is more frequent service (58%) and door to door service (48%). Other responses included earlier and later service (38%), weekend service (33%), and buses on-time (31%). Note that the survey participants were allowed to answer more than one response, so the percentages do not add up to 100%.
- The following are the top seven destinations survey participants would like the Shuttle to travel to:
 - Costco
 - Miami Beach
 - South Beach
 - Aventura Mall
 - Mount Sinai Hospital
 - Sunny Isles
 - CVS/Walgreens
- In regards to the age of the persons who use the shuttle bus, the vast majority are age 55 and older (79%), with people over 65 as the largest segment (50%). This is important, as it helps the Town of Surfside focus on this segment of the population. Note that the survey participants were allowed to answer more than one response per household, so the percentages do not add up to 100%.

Bal Harbour Village

Bal Harbour Village also conducted on-board and online surveys. However, there were only six respondents which are insufficient for any kind of reasonable analysis. The following figures present the results from on-board passenger survey.

On-Board Survey

Figure 6 shows that 43% of the survey participants use the Shuttle because it is convenient. Other reasons are because they don't drive (23%) or because the Shuttle is economical (14%).

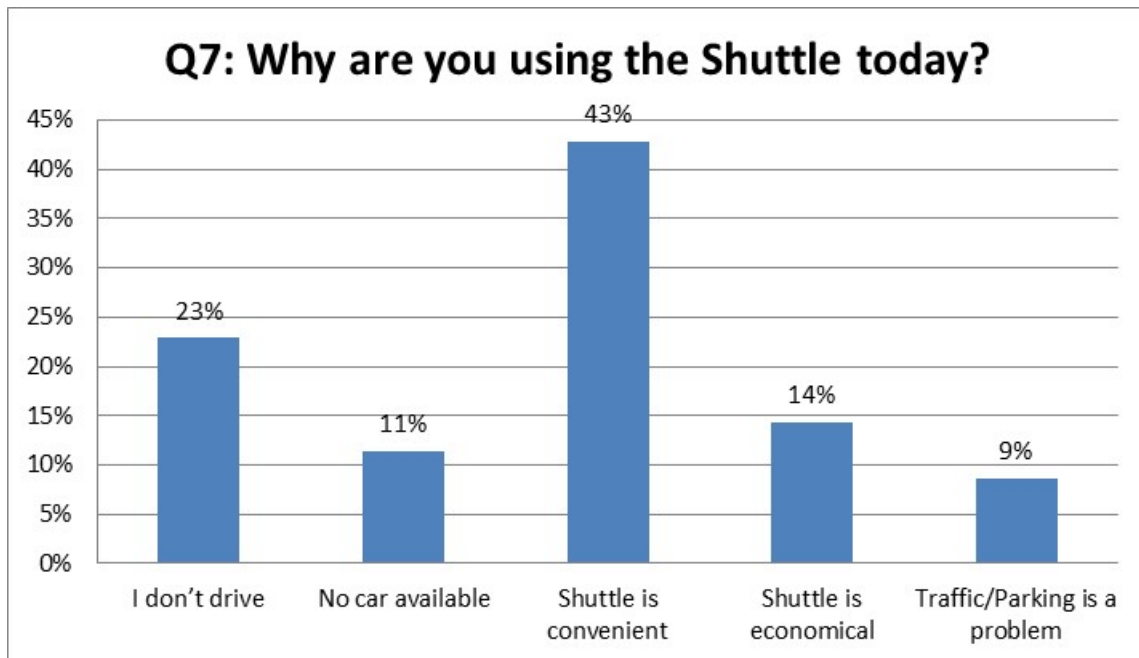


Figure 6 Reasons for using the Bal Harbour Shuttle

To the question of how often they ride the Shuttle (Figure 7), 92% of the riders said that they ride the Shuttle at least once a week. This shows the loyalty of the riders who continue using the Shuttle on a regular basis.

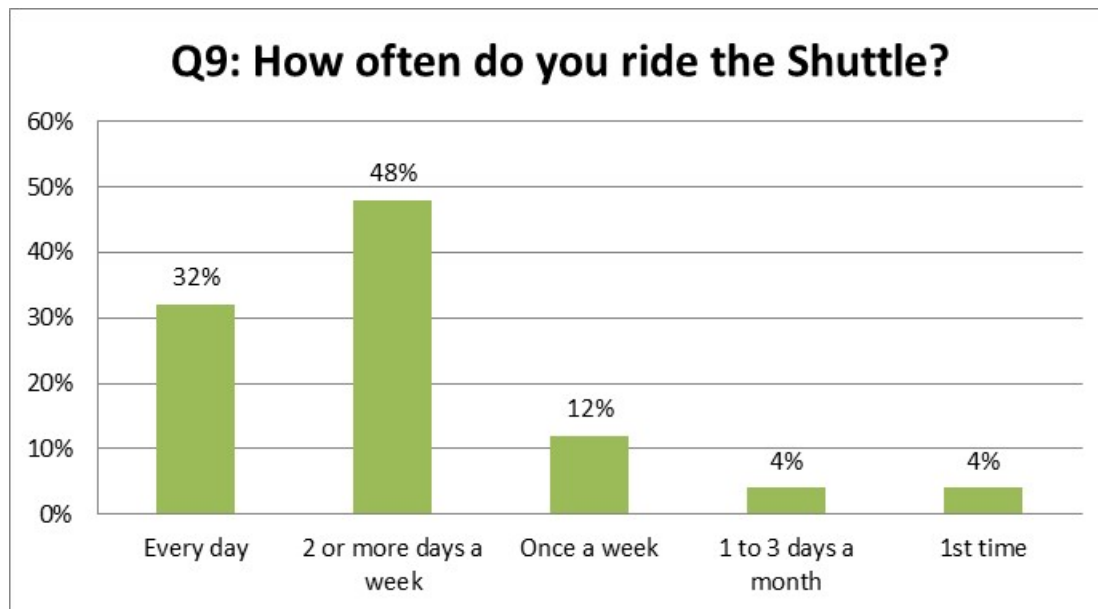


Figure 7 Frequency of Usage of the Bal Harbour Shuttle

Figure 8 presents a chart with the rating of the system. This type of charts can help get a sense of service areas that function well and the areas that need to be improved. Buses on time, Safety/Security, and Driver friendliness are valued highly among the riders. In general, according to the on-board survey, an overwhelming majority of the surveyed riders gave good or very good ratings to the Bal Harbour Shuttle.

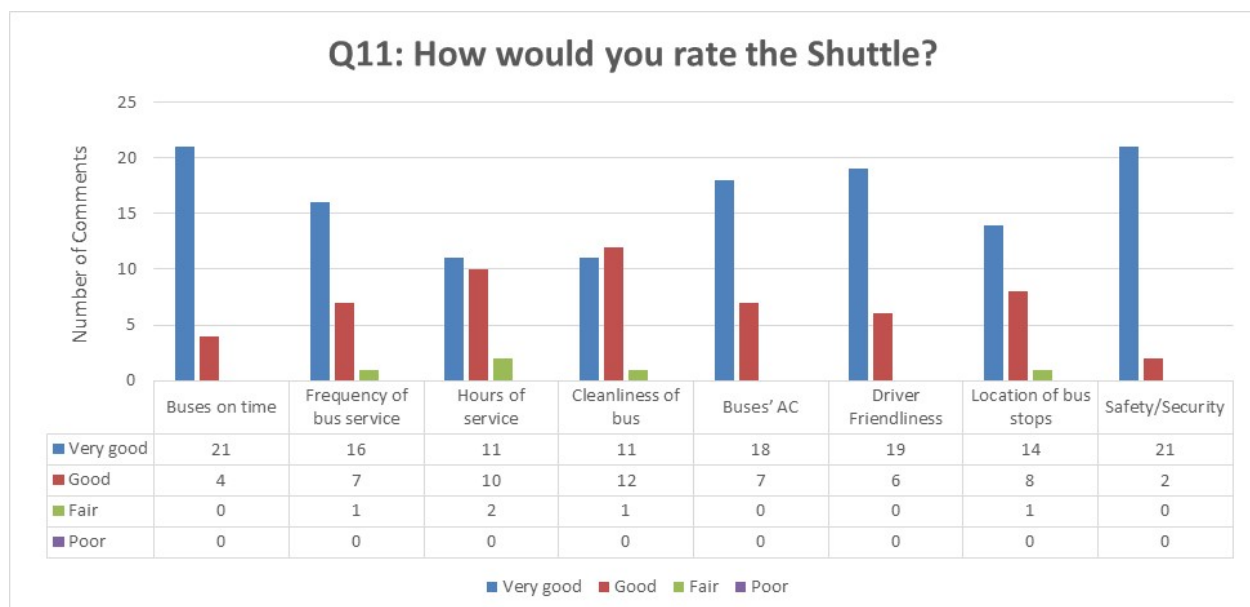


Figure 8 Rating of the Shuttle system.

According to survey question 12, riders were asked to select the three most important improvements, see Figure 9. The top improvements include earlier or later hours of service, more

shuttle routes to other areas, and weekend service. Other improvements include more frequent service and adding more stops.

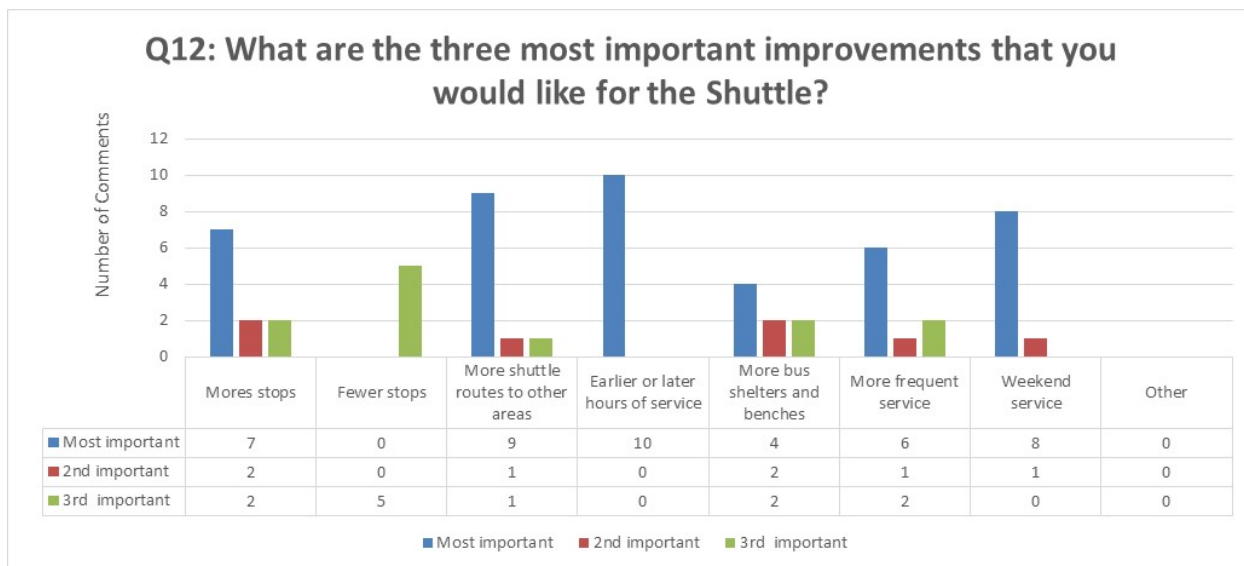


Figure 9 Most Important Shuttle Improvements.

Figure 10 shows that the majority of Shuttle riders (60%) are younger than 55 years of age. This survey result indicates that the riders of the Bal Harbour Shuttle are younger than the ones from the other two municipalities.

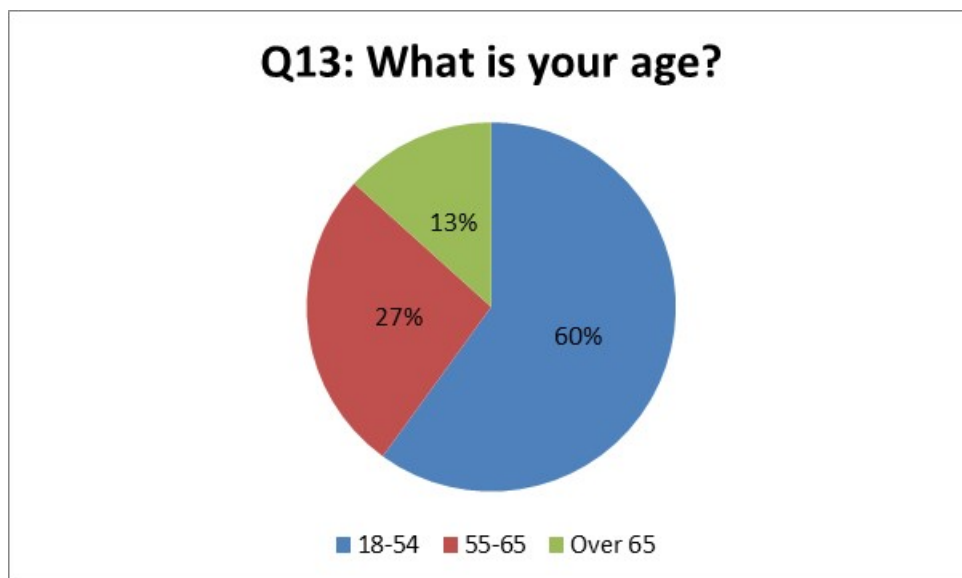


Figure 10 Ages of Current Riders

Bay Harbor Islands

The following figures present the results from passenger on-board survey.

On-Board Survey

Figure 11 shows that 41% of the survey participants use the Shuttle because it is convenient. Other reasons are because they don't drive (31%), there is no car available (21%), or the Shuttle is economical (8%).

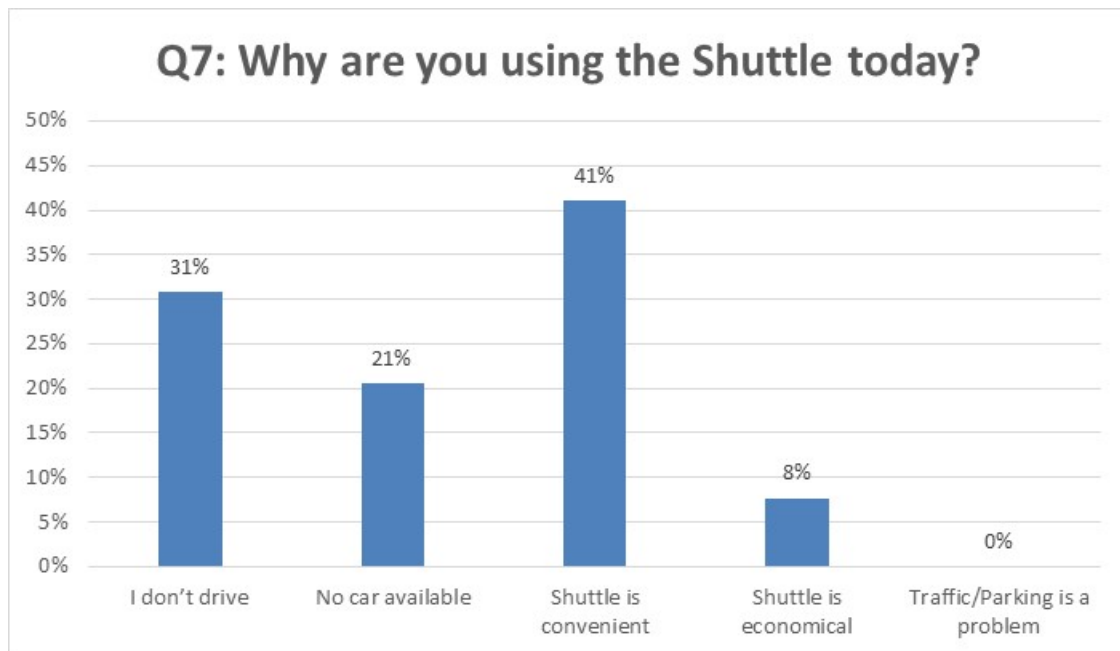


Figure 11 Reasons for using the Bay Harbor Islands Shuttle.

To the question of how often they ride the Shuttle (Figure 12), 82% of the riders said that they ride the Shuttle at least once a week. This shows the loyalty of the riders who continue using the Shuttle on a regular basis.

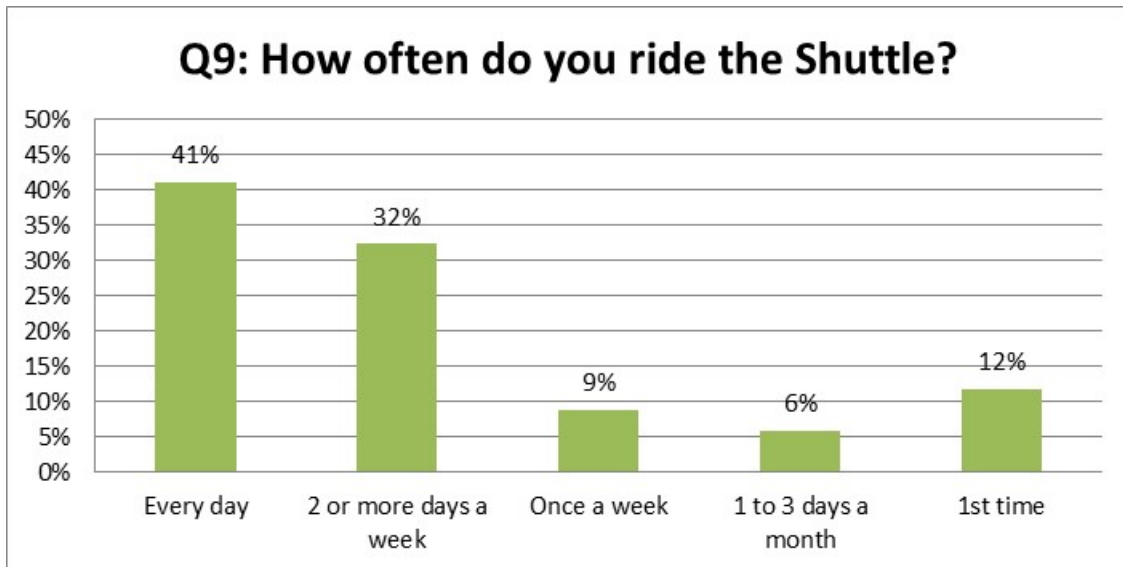


Figure 12 Frequency of Usage of the Bay Harbor Islands Shuttle.

Figure 13 presents a chart with the rating of the system. This type of charts can help get a sense of areas that function well and the areas that need to be improved. For example, driver friendliness is valued highly among the riders. In general, according to the on-board survey, most of the surveyed riders gave the good or very good ratings to the Bay Harbor Islands Shuttle.

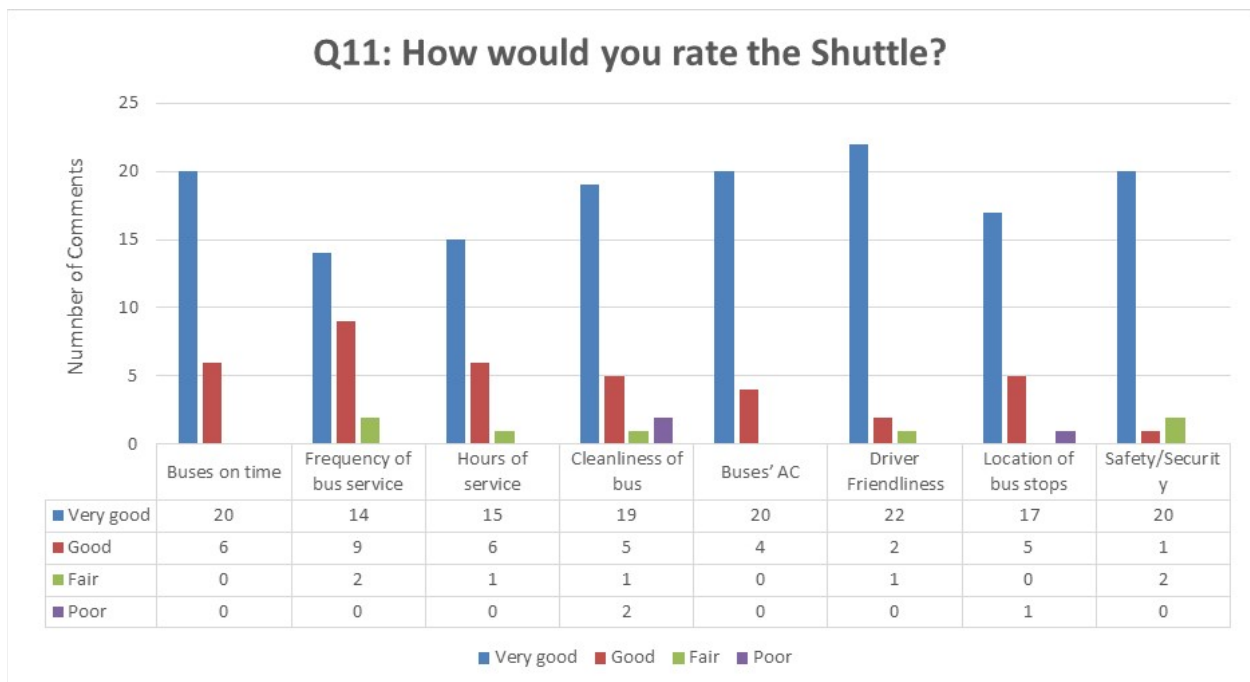


Figure 13 Rating of the Shuttle system.

According to survey question 12, riders were asked to select the three most important improvements, see Figure 14. The top improvements include weekend service, more shuttle routes to other areas, and more frequent service. Other improvements include adding more stops and earlier or later hours of service.

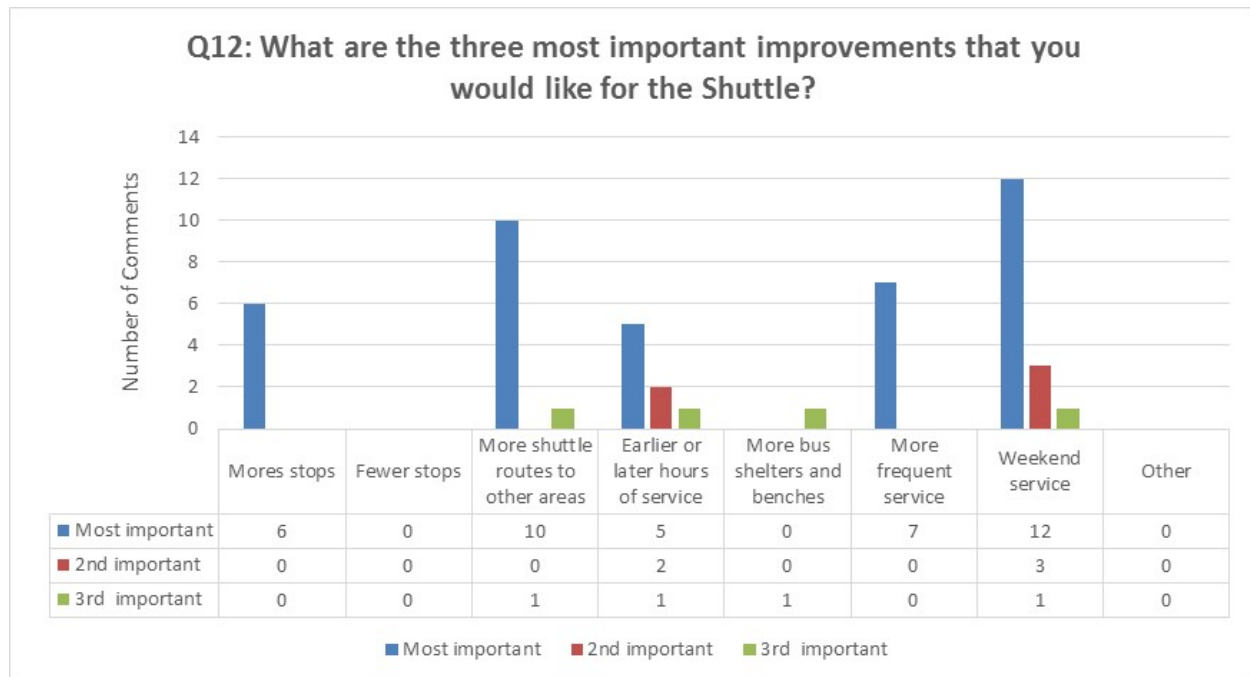


Figure 14 Most Important Shuttle Improvements.

As expected, Figure 15 shows that the more than half of the Shuttle riders (53%) were 55 years of age and older and 32% were over 65. The results show that the age of the Bay Harbor Islands riders were somewhat between the age of the Surfside and Bal Harbour riders.

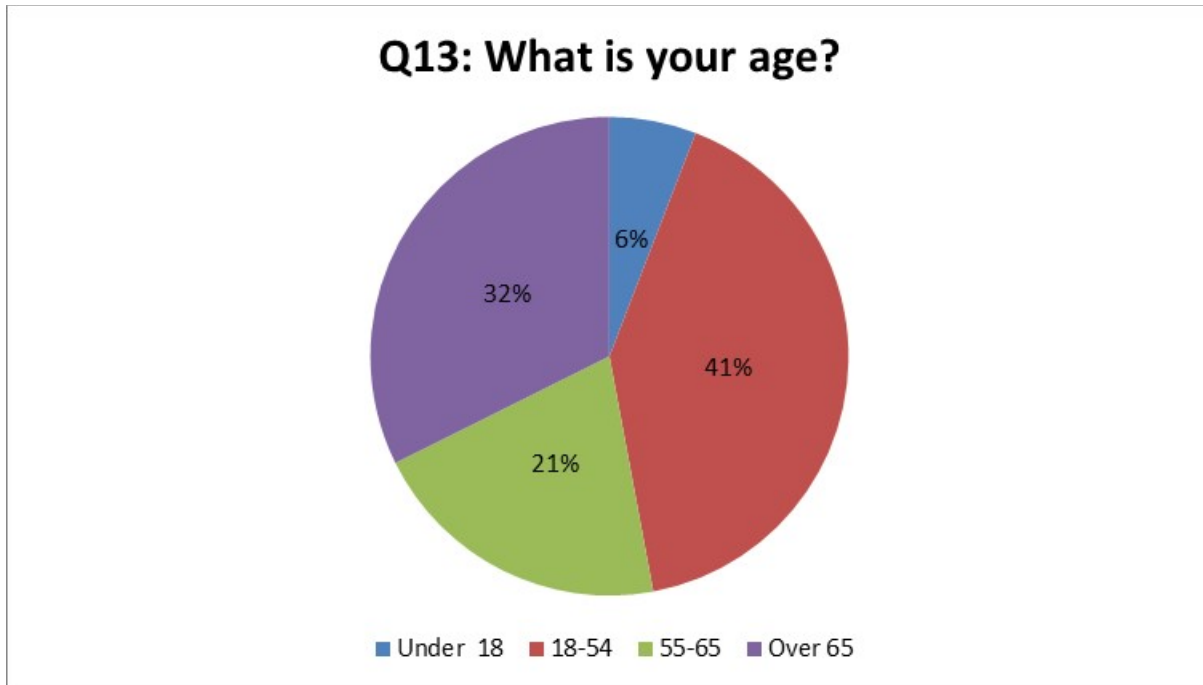


Figure 15 Ages of Current Riders.

RIDERSHIP ANALYSIS

Ridership data from both the FIU Team ride checks and the records collected by the contractors of the shuttle services were analyzed. Highlights of this data analysis are presented for each shuttle route.

Surfside Shuttle

Based on the contractor's January, 2019 passenger counts, rider boardings and boarding per hour are as follows:

	<u>Avg. Boardings/Day</u>	<u>Avg. Boardings/Hour</u>
Weekday	92	9.5
Saturday	54	5.6

A study performed by Kimley-Horn titled "Guidelines for Transit Programs in Miami-Dade County" in 2016 recommended the baseline threshold for Boardings per Service Hour to be 6.9. The Surfside Shuttle weekday performance meets this threshold, but the Saturday service does not.

The busiest stops of the Surfside Shuttle are the Surfside Publix on 94 Street, Stella Maris House (senior housing) in Miami Beach, and the North Shore Library in Miami Beach. Eighty-three percent of the ridership of the Surfside Shuttle either gets on or off the Shuttle at these three stops. The lowest ridership of the route is the residential area of single family homes west of Abbott

Avenue. Along busy Collins Avenue from the North Shore Library to 94 Street, ridership is moderate with about five boardings per day.

On the days the FIU team checked, there were no riders on the first morning trip for both weekdays and Saturday.

Bal Harbour Shuttle

Bal Harbour provides service seven days a week and on Fridays and Saturdays extends service until 9:00 p.m. Using ridership counts by the operators of the route, average daily boardings and route productivity in February, 2019 are as follows:

	<u>Avg. Boardings/Day</u>	<u>Avg. Boardings/Hour</u>
Monday – Thursday	26	3.1
Friday	25	2.1
Saturday	31	2.6
Sunday	34	5.1

Comparing the boardings per hour for the Bal Harbour Shuttle with the recommendation in the 2016 Kimley-Horn report referenced previously, the average ridership does not meet the recommended baseline threshold on any day of the week.

The Bal Harbour Shuttle operates a significant portion of route miles outside of the Village limits. The operator and rider checks for this project found that only 31% of the boardings or about nine per day are boarding the Shuttle within Village limits. The busiest stops on the Bal Harbour Shuttle are the Surfside Publix and Aventura Mall.

The survey team found that 20% of the total ridership travelling to and from Aventura Mall is getting on and off the Shuttle north of the Bal Harbour Village limits. Metrobus operates frequent service along Collins Avenue, so it can be assumed that these riders may be taking advantage of the free service provided by the Shuttle.

Evening ridership on Fridays and Saturdays is very low with, at most, two or three riders per round trip. The last trip never carries a passenger.

Bay Harbor Islands Shuttle

The Bay Harbor Islands Shuttle has the highest daily ridership of the three shuttles with 81 boardings last June, 2018 and estimated 104 boardings in February, 2019.

	<u>Avg. Boardings/Day</u>	<u>Avg. Boardings/Hour</u>
Weekdays	104	13.2

The Bay Harbor Shuttle easily meets the boardings per hour threshold recommended by Kimley-Horn for municipal circulators.

About one-third of the ridership travels outside of town limits to and from North Miami. The bus stops at NE 123 Street and Biscayne Boulevard, which serves a Walgreens store, have the highest ridership of the mainland bus stops. Also served along the North Miami segment is the heavily commercialized stretch of Biscayne Boulevard including with the Biscayne Commons shopping area and Target on NE 143 Street.

Nearly half of the total ridership board or disembark the Shuttle within the Town limits. The Surfside Publix is also a frequent destination of this route.

Very low ridership occurs on Broadview Island as only two riders (students) were observed using the Shuttle during the two days of surveying and counting riders by the FIU Team.

SERVICE ANALYSIS AND OBSERVATIONS

The FIU Team spent approximately 120 hours surveying, counting passengers, and observing the operation of the three shuttle routes. The current service is highly appreciated by the passengers and they gave the Shuttles high ratings for every service related characteristic of the on-board survey. Although the FIU Team observed the satisfaction of the riders, there are several concerns with the design, scheduling, and operation of the shuttles that affects the effectiveness of the service and may be restricting ridership.

Surfside Shuttle

- The Surfside Shuttle operates approximately every 30 minutes in the morning and every 40 minutes in the afternoon. Schedule performance data and observations indicated that there is too much time in the schedule resulting in the bus running early at several time points and having to kill time at the Surfside Publix. Schedule performance of this route is related to the boarding and disembarking time of older passengers at Stella Maris House. However, the average weekday round trip time is 28 minutes in the morning and 32 minutes in the afternoon. The Saturday service which operates from 8:00 a.m. to 1:30 p.m. required an average of 22 minutes for each round trip.
- The route alignment that the driver followed was consistent with every trip but was not the same as what is shown in the Surf-Bal-Bay brochure. Although the Surfside Shuttle is to serve the bus stop on 95th Street next to the Post Office, the driver would turn a block short

from Collins Avenue to 94th Street. If a passenger requested, the driver would then follow the route to 95th Street.

- Surfside does not have bus stop signage although the stops are shown in the Surf-Bal-Bay brochure. In general, the operator stops on hail or request along the route alignment west of Abbott Avenue. Along Collins Avenue, the Shuttle stopped to pick up or drop off passengers at existing Metrobus stops. The Collins Avenue bus stops do not include any decal or signage of being a Surfside Shuttle bus stop.
- There were suggestions in both the online and on-board surveys to extend the Surfside Shuttle further into Miami Beach. More feasible options are to transfer to a Metrobus Routes S and 115 or the Miami Beach Trolley North Loop and Collins Express at the Harding and 87th Street sheltered bus stop.
- The regular bus driver of the Surfside Shuttle shared that he has received suggestions from riders to extend the Shuttle to the Walgreens at Collins and 73rd Street. In addition, he has observed that ridership to/from Stella Maris House has declined from a year ago as younger residents are moving in with personal vehicles. The Surfside Shuttle connects with frequent, high ridership Metrobus routes operating along Collins Avenue.
- The bus used on the Surfside Shuttle has adequate A/C. However, in serving Stella Maris the bus must travel through the parking lot with speed bumps. Going over the speed bumps is very loud and jarring to the riders perhaps due to poor shock absorbers.
- Section 31-102 of the County Code requires at least 70% of the route miles to be within the municipality limits. Appendix B contains information on Amended Section 31-102 of the Code of Miami-Dade County and Amended Section 29-124 of the Code of Miami-Dade County.

Bal Harbour Shuttle

- The current route design of the Bal Harbour Shuttle has the bus entering all the driveways along Collins Avenue from 96th Street to the Haulover underpass. While this provides front door service for the residents and visitors, it adds an inordinate amount of travel time to the route. The schedule provides 17 to 25 minutes to travel the one mile from 96th Street to the Haulover underpass while entering all the driveways. An average of eight passengers per day board the Shuttle at the front door of the hotels and condos.
- The schedule of the Bal Harbour Shuttle can be confusing. Regular passengers may be familiar but tourists and new residents would find the schedule and route alignment complex. On each trip, the bus operates northbound on Collins Avenue into the driveways, heads back to the Surfside Publix on southbound Collins and Harding Avenues then returns northbound on Collins Avenue without serving the driveways unless a passenger on-board requests entry to a hotel or condo. The schedule shows no stops along northbound Collins

Avenue from the Publix to Sunny Isles Beach. Upon returning from Aventura Mall, the southbound bus U-turns at 95th Street and the operator takes a break. After the break, the Bal Harbour Shuttle returns to northbound Collins Avenue entering all the driveways.

- The door-to-door feature of the Bal Harbour Shuttle along Collins Avenue is not compatible with the fixed alignment operation of this route and is most likely limiting the number of passengers using the Shuttle daily.
- The alignment of the Bal Harbour Shuttle north of the Village overlaps frequent Metrobus service on Collins Avenue to the Aventura Mall.
- If the Bal Harbour Shuttle were to continue to serve Aventura, realigning the route alignment, in both directions to U.S. 1 to serve the bus terminal, instead of using West Country Club Drive, should save about five minutes of travel time.
- The bus used for the Bal Harbour Shuttle is in very good condition.
- Section 31-102 of the County Code requires at least 70% of the route miles to be within the municipality limits. Appendix B contains information on Amended Section 31-102 of the Code of Miami-Dade County and Amended Section 29-124 of the Code of Miami-Dade County.

Bay Harbor Islands Shuttle

- The route alignment and schedule of the Bay Harbor Islands Shuttle can be confusing to potential new riders. The first stop is Town Hall and the route loops through both Bay Harbor and Broadview Islands then heads back east to the Surfside Publix. Leaving Publix westbound, the Shuttle loops through Bay Harbor Island but does not serve Broadview Island on its way to North Miami. The map and schedule brochure does not adequately describe how this Shuttle route alignment is designed, however, there seemed to be minimal confusion except that some passengers asked the driver which way he was going.
- The route operates along Biscayne Boulevard southbound from Costco/Target/Publix in the inside lane and does not pick up riders, therefore, passengers must board a northbound trip to return to Bay Harbor Islands. The bus operator takes a 40 minute lunch break at Costco/Target/Publix at 12:49 p.m. so any passengers boarding to return to Bay Harbor Islands must wait through the lunch break.
- As mentioned in the Ridership Analysis, the route rarely picks up or drops off a passenger in Broadview Island and six minutes could be saved minutes in the schedule without the Broadview Island loop. The average walking time from the 96th Street stop to the far end of the north Broadview Island would be 10 minutes. The south Broadview Island would have a maximum walking time of five minutes. This change also would make the route easier to understand.

- Although there are some marked bus stops in Bay Harbor Islands, most of the riders hail or request the bus to stop.
- Section 31-102 of the County Code requires at least 70% of the route miles to be within the municipality limits. Appendix B contains information on Amended Section 31-102 of the Code of Miami-Dade County and Amended Section 29-124 of the Code of Miami-Dade County.

PROPOSED SERVICE PLAN

Based on the data and ridership analysis, the FIU team first developed a series of possible alternatives that included the service plans, headways, and span of service in the same range as the current operating cost. These options were submitted to the project management team prior to completion of the final report. With their feedback, a recommended service plan has been developed that consists of a combined fixed route shuttle serving the three municipalities and an on-demand (door-to-door) service. Based on the information gathering of this project and with attention for a more efficient operation, a new single fixed route called the Surf-Bal-Bay Shuttle for this study. The new route incorporates an improved alignment and better scheduling. The changes from each municipality operating its own shuttle route to the new Surf-Bal-Bay shuttle will reduce overall service hours and costs. This allows for the introduction of a new on-demand service that will provide door-to-door service throughout Bal Harbour, Bay Harbor Islands, and Surfside.

The new Surf-Bal-Bay shuttle route would operate with two minibuses every 60 minutes from 9:00 a.m. to 5:00 p.m., weekdays only. The route terminuses would be from the North Miami Target store on Biscayne Boulevard/NE 143rd Street and the Collins Avenue underpass in Bal Harbour. This new combined shuttle route would provide first mile/last mile capability for regional trips.

On-Demand low speed electric vehicles would provide door-to-door service throughout all three municipalities. Two vehicles would be assigned to provide the on-demand service from 9:00 a.m. to 5:00 p.m., seven days a week. Passengers would request a ride through an app on their smartphone or by calling a phone number.

Figure 16 shows the proposed Surf-Bal-Bay Shuttle route and Figure 17 is an enlarged area around Publix for easy visualization of the route and its turns. Appendix C depicts the proposed schedule for the new Surf-Bal-Bay Shuttle route.

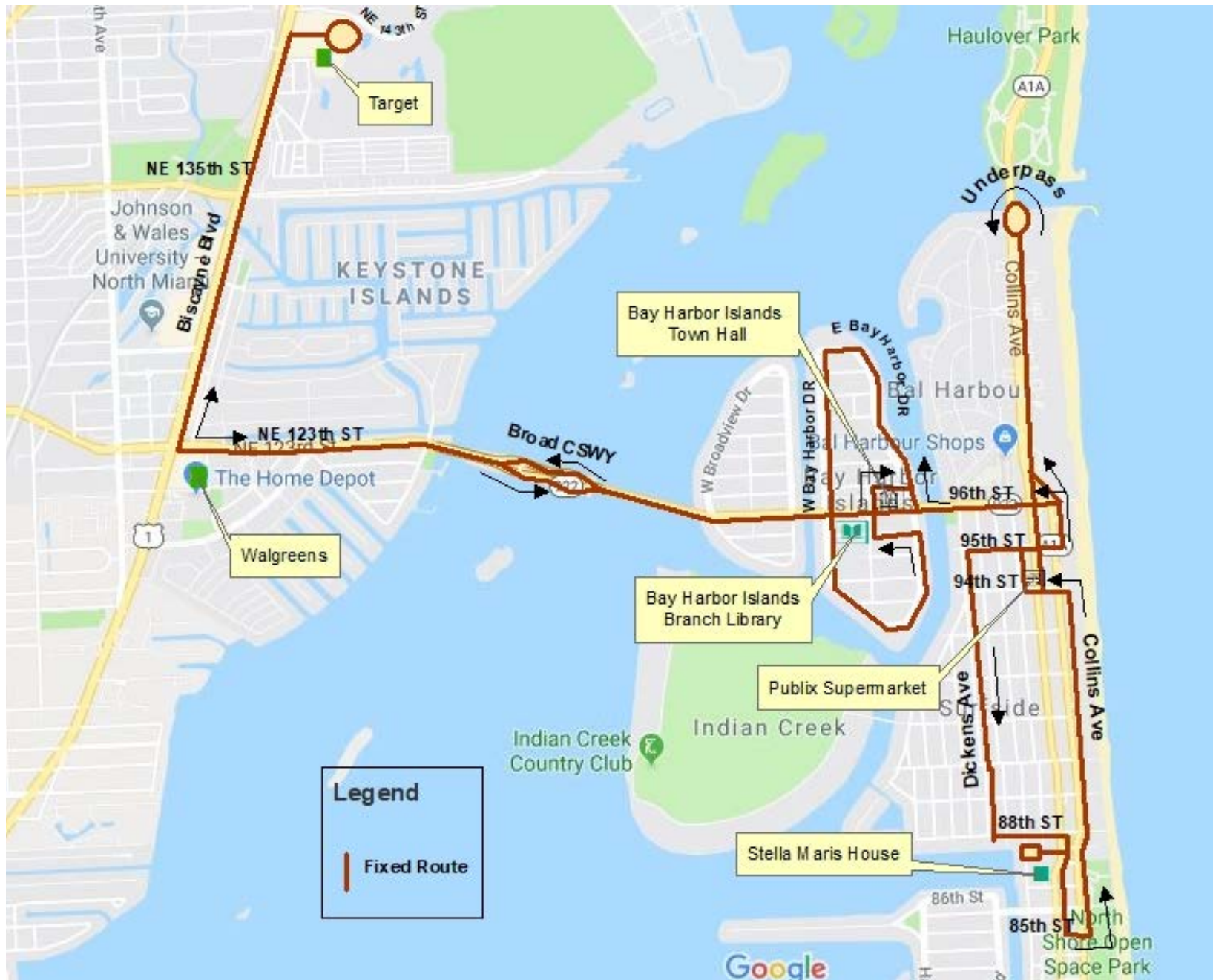


Figure 16 Proposed Surf-Bal-Bay Shuttle Route

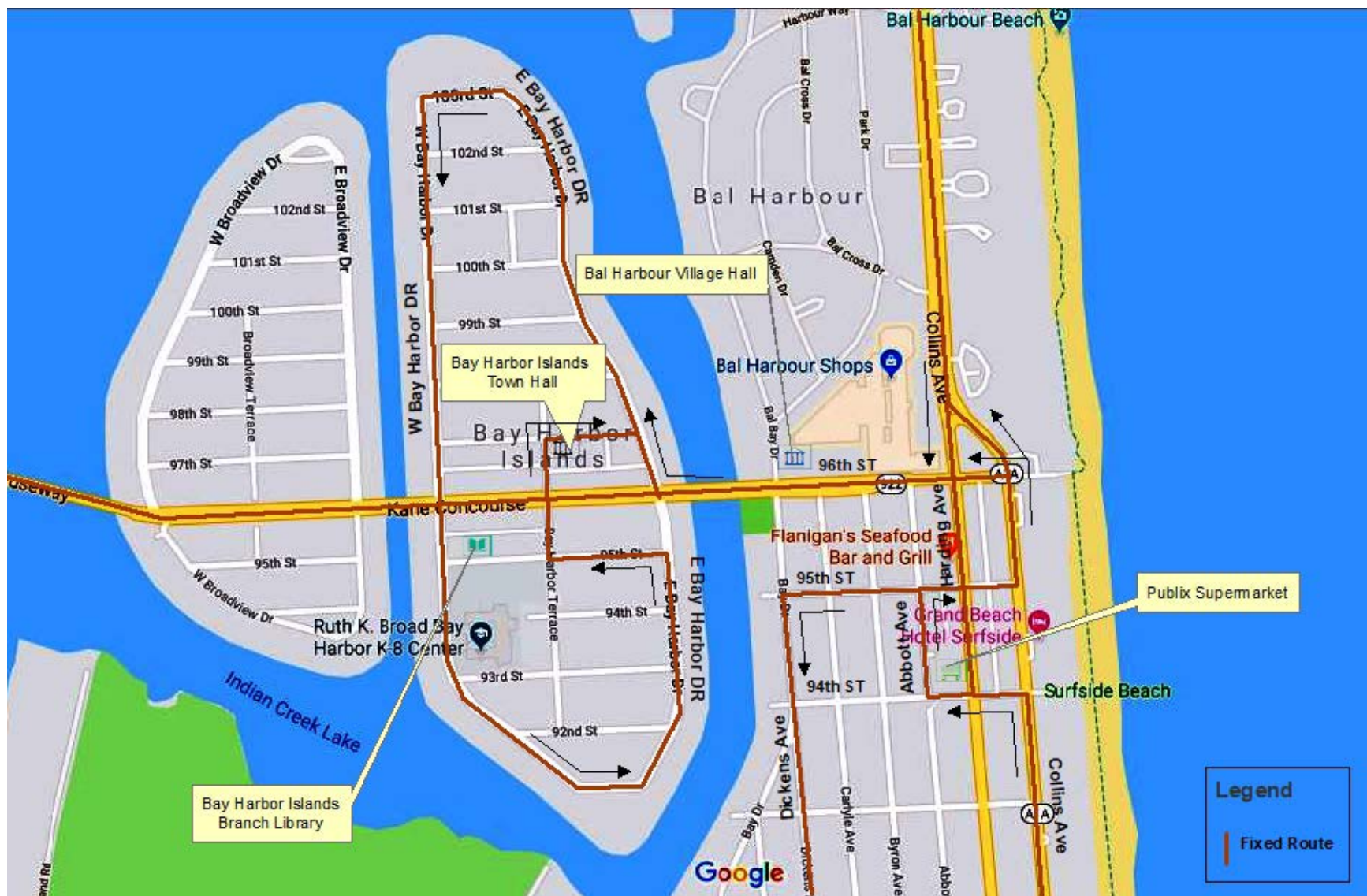


Figure 17 Surf-Bal-Bay Shuttle Route: Blown-up Area

Detailed reasoning for the proposed modifications to the current shuttle services of the Town of Surfside, Bal Harbour Village, and Town of Bay Harbor Islands into a new Surf-Bal-Bay Shuttle are as follows:

Surfside

- Ridership is low prior to 9:00 a.m. with about three boardings per trip. A 9:00 a.m. start time would be consistent with the start times of the current Bal Harbour and Bay Harbor Islands service.
- There is very little ridership in the ‘interior’ of Surfside west of Abbott Avenue. Rather than zig-zagging through this area, it is recommended to use Dickens Avenues between 93rd Street and 88th Street. This would save time and still provide service within walking distance (1/4 mile) for any riders in this area.
- With a library in Bay Harbor Islands, deleting the route segment from the Town line to the North Shore Library is recommended. The new Surf-Bal-Bay Shuttle would serve the Bay Harbor Islands Library. This new route would travel as far south as 85th Street from Harding to Collins Avenue enabling a connection to the Miami Beach Trolley at Harding and 87th Street. Those wishing to go to the North Shore Library can transfer to Metrobus or the Miami Beach Trolley. The new On-Demand service could also provide service to the Library.
- Add designated bus stops for the Surf-Bal-Bay Shuttle along Collins Avenue to serve the hotels and condominiums with signage or decals at existing County bus stops. New bus stops on Collins Avenue are suggested at 89th Street in front of the Mirage and between 91st Street and 92th Street to fill in the gaps of existing Metrobus stops.

Bal Harbour

- The northbound route on Collins Avenue from 96th Street to Haulover Bridge Underpass would stay on Collins instead of turning into every hotel and condo driveway. The Surf-Bal-Bay shuttle can serve County bus stops along Collins Avenue. The current Bal Harbour Shuttle schedule takes too much time to travel along this short section of condos and hotels to the Surfside Publix. About eight passengers per day are boarding the Shuttle inside the driveways off of Collins. The new Surf-Bal-Bay route will provide much more efficient service. Those riders needing front door service will have available the new On-Demand service.
- Later evening service on Fridays and Saturdays after 5:00 p.m. would be discontinued. Nearly all the ridership, which is very minimal, of the evening Friday and Saturday trips

are not coming from or going to Bal Harbour. If someone wants to travel to or from Aventura on Friday and Saturday evenings, Metrobus has service approximately every 15 minutes.

- The current service on the Bal Harbour Shuttle from Haulover to Aventura Mall would be discontinued. Metrobus provides alternative service along Collins Avenue to Aventura Mall about every 15 minutes.

Bay Harbor Islands

- The current Bay Harbor Islands shuttle service to Broadview Island would not be served by the new Surf-Bal-Bay Shuttle. However, the On-Demand vehicles would provide service to the entire island. Ridership checks of every trip found only two riders used the service on Broadview Island. Discontinuing this segment of the route will save time and make the route simpler for passengers.
- Costco moved their store to NE 151st Street east of Biscayne Blvd. Bal Harbor Islands is now providing separate service to Costco twice a week. Expansion of this special service is being discussed with Surfside and Bal Harbour. This is a better solution than operating every trip of the Surf-Bal-Bay Shuttle to Costco, since it would add 10 minutes to the round trip schedule.

On-Demand Service

On-Demand service using low speed electric vehicles has become very popular in several municipalities in Miami-Dade County. The service providers use the latest technology to monitor and streamline the service. The vehicles have no emissions and are very quiet. It is recommended that the vehicles be ADA complaint and one local provider uses a ramp and removes one or two seats for a disabled passenger.

Miami-Dade County adopted an ordinance in 2018 that authorized the use of surtax funds for On-Demand transportation services. The use of surtax funding for on-demand services is limited to trips no greater than a five miles and with the origin or destination be within municipal boundaries. The Miami-Dade County officials consulted for this project seem agreeable to combining the three municipalities into a single transit region.

On-Demand service is flexible to adjust service for the ridership demand that will be generated. The number of vehicles can be modified based on the amount of ridership for a specific day or time period. For example, if ridership is high in the afternoon peak another vehicle could be added and if ridership is low on weekend mornings, the number of vehicles may be reduced. The providers of low speed electric vehicles use technology to track their vehicles to provide real-time information of location and the number of passengers.

On-Demand service would provide First Mile/Last Mile service within the three municipalities. The On-Demand service recommended for Surfside, Bal Harbour, and Bay Harbor Islands along with the proposed minibus route would encourage more ridership of the County public transportation system.

Although it is likely that on-demand, door-to-door service will be accepted by existing riders; a trial period is suggested for those not familiar with this type of service. If a contractor who provides low speed electric on-demand service is willing, a no-cost demonstration should be requested to work out any initial complications with the new type of service.

Low Speed Electric Vehicle Operators

Two local operators of low speed electric vehicles have been providing service in Miami-Dade County. They are Freebee and U-Ride which provide on-demand service using a smartphone app or telephone request.

Freebee

Freebee uses electric transportation that promotes energy efficient service. Their service is currently being used by other municipalities and areas within Miami-Dade County such as Coral Gables, Key Biscayne, Miami, Miami Beach, Wynwood, Downtown, Brickell, Miami Lakes, Coconut Grove, and Hallandale Beach. It is also being tested by other municipalities such as Doral as a means of filling the first and last mile gap by operating as a feeder to the existing transit service.

Freebee provided special service in Surfside to hotels, parking lots, and venue (96th Street Park) for the Paddletopia event in 2019.

The following is the website for Freebee: <https://ridefreebee.com/>

U-Ride

A similar service is U-Ride which provides on-demand transportation service like a taxi, Uber or Lyft in Miami-Dade County. The vehicles are electric and can be used as complementary transportation service.

U-Ride provided special service in Surfside to hotels, parking lots, and venue (96th Street Park) for the Paddletopia event in 2018 and ran a pilot project in Surfside to hotels and the business district in Jan/Feb 2019.

The following is the website for U-Ride: <https://theuride.com/>

Based on the feedback from the three municipalities, a demonstration project should be considered to test the viability of the on-demand system using low speed electric vehicles.

First Mile/Last Mile

An obstacle to public transportation usage is that it's not always accessible for the beginning and end of a person's trip. This dilemma when the distance to or from a public transit stop or station exceeds a person's comfortable walking distance is commonly referred to as the First Mile/Last Mile problem. In general, most prospective transit riders are willing to walk up to ¼ of a mile at the start or end of their trip. Distances greater than ¼ of a mile, poor weather, or walking surfaces in poor condition can make it a challenge to use public transportation.

An emerging solution to the First Mile/Last Mile problem is Microtransit, which is a multi-passenger transportation service with smaller vehicles. In Miami-Dade County, many municipalities are including on-demand transit service to provide First Mile/Last Mile connection. In most cases, the on-demand service is being provided by low-speed electric vehicles. Microtransit companies such as Freebee and U-Ride embrace the latest technology such as smartphone apps and real-time tracking information to provide door-to-door service within minutes of a service request.

Surfside, Bal Harbour, and Bay Harbor Islands are bracketed by two major north-south corridors: U.S. 1 (Biscayne Boulevard) and A1A (Collins Avenue). The U.S. 1 Corridor, which is heavily traveled with high transit (Routes 3 and 93MAX) ridership, is one of the Miami-Dade County SMART Plan corridors, both local and regional for future rapid transit. Although the A1A corridor, is not one of the SMART Plan corridors, it does have very frequent Metrobus service (Routes S and 120 Beach MAX) with more than 15,000 boardings per day from Aventura Mall to South Beach. Improved connectivity between these two major transportation corridors and residents and visitors of these three municipalities would have a positive impact on the SMART Plan.

The recommended service plan to create the Surf-Bal-Bay Shuttle would connect to both the U.S. 1 and A1A Corridors. The new combined Shuttle system and On-Demand service will provide First Mile/Last Mile service within the municipalities to and from transit hubs along these corridors.

Mount Sinai Medical Center

There have been requests to extend shuttle service to the Mount Sinai Medical Center on Alton Road. There are more cost effective options to provide service to Town residents wishing to travel to Mount Sinai as follows:

1. Transfer from the potential Surf-Bal-Bay Shuttle serving the three municipalities to Metrobus Route 115. The transfer point would be at the sheltered bus stop on Harding

Avenue and 87 Street right before the entrance into Stella Maris. Route 115 serves the Medical Center every hour on weekdays.

2. On-Demand transportation service in Miami-Dade County is limited to trip distance no greater than five miles. This is the approximate distance from the center of the Town of Surfside to the Mount Sinai Medical Center.
3. Sunny Isles Beach provides free transportation with two daily round trips to and from Mount Sinai Medical Center on Monday, Wednesday, and Fridays. This service requires for Sunny Isles Beach residents to make reservations for the service. Although Surfside has requested participation with the Sunny Isles Beach service in the past without success, they may wish to try one more time.

Haulover Skate Park

The Haulover Skate Park is on the east side of the park between the Haulover bridge and the traffic signal to Haulover Marina. An option may be to use public transportation to the Skate Park is Metrobus Route S or the Route 120 Beach MAX. Metrobus vehicles have bike racks on the front of all buses. There is a northbound stop next to the skate park; however, getting to the southbound stop by crossing Collins Avenue may not be safe.

Extending the proposed Surf-Bal-Bay Shuttle is another option. Even so, it is suggested to extend the Surf-Bal-Bay Shuttle only on weekends and holidays. The Shuttle could drop off and pick up riders at the same northbound stop, however, to return southbound, a U-turn would be needed west of Collins on the Marina roadways. It is estimated that the additional travel time to the Surf-Bal Bay route would be 7 to 8 minutes which may require changing the weekend frequency from 60 to 65 minutes.

On-demand vehicles are too small for bicycles but should be OK for skateboards. Perhaps one or two bicycles could be brought onto a minibus but that may be hazardous if the bus makes a sudden stop.

CONCLUSIONS AND RECOMMENDATIONS

The Town of Surfside, Bal Harbour Village, and the Town of Bay Harbor Islands provide mobility to its residents and visitors connecting them to municipal offices, libraries, and popular shopping areas. However, the three municipalities realized that there was room for improvement with the current transit service to develop a more efficient and cost-effective system with better service to all three communities. An efficient transit system should provide mobility through reliable, safe, comfortable, and accessible service to its residents and visitors. The main objective of this project is to recommend a more efficient and cost-effective public transportation operation for Surfside, Bal Harbour, and Bay Harbor Islands that better meets improves the mobility of residents and visitors.

This report documents all aspects of this study with feedback from the community and reviews and comments from representatives of the three municipalities. The following are the key findings of this study:

- The three municipalities currently coordinate their systems with a central transfer point (Surfside Publix), and a single transit information brochure.
- All three shuttle routes were rated highly by the passengers.
- Ridership for the Bay Harbor Islands Shuttle is reasonable, while the Surfside Shuttle is a little lower. The Bal Harbour Shuttle has low ridership especially in light that there are more service hours per week as compared to the Surfside and Bal Harbor Islands Shuttles.
- The County has approved the use of surtax proceeds for On-Demand service. Door-to door service would be significant upgrade for the residents and visitors of the three municipalities.

Recommended Service Plan

The recommendation of this study is to implement a combination of fixed route service along with on-demand vehicles providing door-to-door service. The existing three shuttles operated by Surfside, Bal Harbour, and Bay Harbor Islands would be merged into a single fixed route shuttle serving all three municipalities. The new merged route, called the Surf-Bal-Bay Shuttle for this study, would operate with two minibuses every 60 minutes from 9:00 a.m. to 5:00 p.m., weekdays only. The route terminuses would be from the North Miami Target store on Biscayne Boulevard/NE 143 Street and the Collins Avenue underpass in Bal Harbour.

In addition, a new on-demand service using low speed electric vehicles would provide door-to-door service throughout all three municipalities including the Biscayne Boulevard corridor to NE 151 Street and along the Collins/Harding Avenues to 72 Street. Two vehicles would be assigned to provide the on-demand service from 9:00 a.m. to 5:00 p.m., seven days a week. Passengers would request a ride through an app on their smartphone or by calling a phone number. The combination of the new Surf-Bal-Bay Shuttle with the proposed on-demand service would provide

more attractive and efficient transit options within the local communities and an effective first mile/last mile service to the regional transit system. Both the new Shuttle and the on-demand service could connect with the proposed NE 125 Street Station of the future SMART Plan Northeast Corridor.

There should be some routing changes to the new fixed route shuttle for more efficient service as follows:

- The current service on the Bal Harbour Shuttle from Haulover to Aventura Mall would be discontinued. Metrobus provides alternative service along Collins Avenue to Aventura Mall approximately every 15 minutes.
- The current Bay Harbor Islands shuttle service to Broadview Island would not be served by the new Surf-Bal-Bay Shuttle; however, the on-demand vehicles would provide service to the entire island.
- The minibus service provided by the Surfside Shuttle to the North Beach Library in Miami Beach would be discontinued, but the North Beach Library would continue to be served with the new on-demand service.
- The new Surf-Bal-Bay minibus route would serve the Bay Harbor Islands branch library. Because of low ridership, a minor modification of the fixed route service in Surfside would be to operate along Dickens Avenue instead of the current winding Surfside Shuttle alignment west of Harding Avenue.

The new on-demand service using low speed electric vehicles has become very popular in several municipalities of Miami-Dade County. The service providers use the latest technology to monitor and streamline the service. The vehicles have no emissions and are very quiet. It is recommended that the vehicles be ADA compliant. One local provider uses a ramp and removes one or two seats for a disabled passenger. If possible, a no-cost demonstration period should be requested to allow residents to become familiar with new type of service and to assure that it will be accepted especially by current shuttle riders.

Resource Impacts of Recommended Plan

The estimated resource impact of the Recommended Service Plan would be two minibuses and two on-demand vehicles. The estimated hourly cost for the minibus service is based on the average of the current hourly costs for the Surfside and Bal Harbour Shuttles. The on-demand service would operate within the boundaries of the three municipalities with extensions to Biscayne Boulevard and NE 151 Street on the mainland and along Collins/Harding Avenues to 72 Street in Miami Beach. With on-demand service operating on Biscayne Boulevard, one of the two on-demand vehicles would need to be the XL vehicle to allow operation on roadways (Biscayne Boulevard) with speed limits that exceed 35 mph. The XL vehicle, which also has more seating, will increase total costs slightly. The estimated cost for the on-demand service is based on information provided from a local on-demand operator.

Number of Minibuses: 2
Minibus Hours/year: 4,080
Estimated Cost per hour: \$43.00

Number of on-demand vehicles: 2
On-demand hours/year: 5,840
Estimated Cost per hour: Standard Vehicle \$29.55 w/ advertising \$33.88/hour w/o advertising
XL Vehicle \$36.48 w/ advertising \$42.25/hour w/o advertising

Estimated Annual Cost: \$368,200 w/ advertising
Estimated Annual Cost: \$397,700 w/o advertising

Action Steps

It is recommended that, to provide better service to the citizens and visitors of Town of Surfside, Bal Harbour Village, and Town of Bay Harbor Islands, the following action steps should be performed:

- Apply for Pilot/Demonstration Projects such as FDOT's Service Development grant.
- Contact CITT to advise of planned changes to current service and to ensure compliance.
- Public hearings with each Council/Commission with advance notice to residents and current passengers.
- Coordinate with Miami-Dade DTPW to prepare amendment(s) to the existing interlocal agreements, preferably a new single interlocal agreement for all three municipalities.
- If approved by each Council/Commission, commence the procurement process for On-Demand service using low speed electric vehicles either jointly or separately. Consider including a free demonstration with opt-out clause during demo period.
- Meet with current Shuttle operators to advise of the changes in service and either renegotiate or terminate the current agreements with preparation of a new one.
- If changes to fixed route service are accepted, have route operator(s) drive the route to familiarize with the new alignment and to make sure that all turns can be made safely.
- Install or modify bus stop signage along the fixed route shuttle alignment. Stop on hail is reasonable for roadways with light traffic. Major roads such as Collins, Harding, 96 Street, and Biscayne Blvd. should have signed bus stops.

- Prepare a new route/schedule brochure in both English and Spanish including information on how to request and use the on-demand service.
- Promote service changes in Town newsletters and social media and print handouts in English and Spanish to be distributed to passengers by the drivers.
- Update websites with the new transit service changes, including maps, schedules, and on-demand service information
- Prepare maps, schedules, and on-demand service information for Miami-Dade DTPW to include in the County information system.
- Miami-Dade County requires real time tracking equipment for fixed routes and implementation should be synchronized with the start of the new service.
- Arrange for a kick-off event for first day of service including government officials, celebrities, free gifts, discount coupons, etc.
- For the first few days, have city staff riding the modified fixed route to assist passengers with new routing and the on-demand service.

Future Considerations

It is also suggested that the following items be considered to improve the transit service provided:

- Develop standards and a monitoring plan to measure the effectiveness of the new system. Also record and respond to all complaints and comments to determine public acceptance. It is suggested that for effective monitoring of the transit service, the following service standards, need to be taken in consideration: riders per service hour, daily/monthly/yearly ridership, on-time performance, and cost per service hour.
- Provide benches and shelters at locations with high passenger activity.
- Promote the service through marketing campaigns such as website announcement or community newsletters.
- Continue to coordinate with Miami-Dade County and the CITT.

- Consider the use of available technology for vehicle tracking and passenger counting systems. Miami-Dade County passed an ordinance for all municipal systems have a tracking system compatible with the County's system. In addition, ridership counts must be reported to the County on a regular basis.
- Monitor services and conduct periodical surveys to assess the changes in ridership and preferences.

APPENDIX A

On-Board Surveys (English and Spanish) for
Town of Surfside, Bal Harbour Village, and Bay Harbor Islands

On-Board Survey - Surfside Shuttle

Date_____

Surveyor's Initials_____

Time_____

The Town of Surfside needs your assistance to provide improved bus service. Please help us serve you better by completing this survey and returning to the Surveyor. Thank you for your feedback!

1. Where did you board the Surfside Shuttle?
(nearest intersection or major place)

2. How did you get to this shuttle stop?

a) Walked_____ blocks b) Drove or Dropped Off_____

c) Transferred from another bus:

☐ Bal Harbour Shuttle

☐ Bay Harbor Islands Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Ride Share ☐ Other_____

3. Where are you coming from?

a) Home_____ b) Work_____ c) School_____

d) Shopping_____ e) Medical_____ f) Other_____

4. Where are you going on this trip?

a) Home_____ b) Work_____ c) School_____

d) Shopping_____ e) Medical_____ f) Other_____

5. Where will you get off the Surfside Shuttle?
(nearest intersection or major place)

6. After you get off this bus, how will you get from the shuttle stop to the place you are going to?

a) Walk_____ blocks

b) Drive or Dropped Off_____

c) Transfer to another bus:

☐ Bal Harbour Shuttle

☐ Bay Harbor Islands Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Ride Share ☐ Other_____

7. Why are you using the Surfside Shuttle today?

a) I don't drive_____ b) No car available_____

c) Shuttle is convenient_____

d) Shuttle is economical_____

e) Traffic/Parking is a problem_____

8. Are you a full-time or seasonal resident of Surfside?

☐ Yes ☐ No

- If No, do you reside (or a visitor) in one of the following?

☐ Bal Harbour

☐ Bay Harbor Islands

☐ Miami Beach

☐ Other_____

9. How often do you ride the Surfside Shuttle?

a) Every Day_____

b) 2 or more days per week_____

c) Once a week_____

d) 1 to 3 days per month_____

e) This is my first time_____

10. What other places either within or outside of the Town would you like the Surfside Shuttle to travel to?

11. How would you rate the Surfside Shuttle?

	Very Good	Good	Fair	Poor
Buses on time/Reliability				
Frequency of bus service				
Hours of service				
Cleanliness of buses				
Buses' Air Conditioning				
Driver Friendliness				
Location of bus stops				
Safety/Security				

12. What are the three most important improvements that you would like for the Surfside Shuttle?

(1- the most important; 2- the second most important; and 3- the third most important improvement)

More stops_____

Fewer stops_____

More shuttle routes to other areas_____

Earlier or later hours of service_____

More bus shelters and benches_____

More frequent service_____

Weekend service_____

Other_____

13. What is your age?

☐ Under 18 ☐ 18-54 ☐ 55-65 ☐ Over 65

Do you have any comments?_____

Encuesta – Bus de Surfside

Fecha _____

Iniciales del Encuestador _____

Hora _____

La ciudad de Surfside necesita su asistencia para proporcionar un mayor servicio de autobuses. Por favor ayúdenos a servirle mejor completando esta encuesta y regresándola al Encuestador. ¡Gracias por sus comentarios!

1. ¿Dónde abordaste el bus de Surfside?
(intersección más cercana o lugar principal)

2. ¿Cómo llegaste a esta parada de autobús?
a) Caminé _____ cuadras b) Conduje or me dejaron _____ c) Me transferí de otro bus:

☐ Bal Harbour Shuttle

☐ Bay Harbor Islands Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Viaje compartido ☐ Otro _____

3. ¿De dónde vienes?

a) Casa _____ b) Trabajo _____ c) Escuela _____

d) De compras _____ e) Médico _____ f) Otro _____

4. ¿A dónde vas en este viaje?

a) Casa _____ b) Trabajo _____ c) Escuela _____

d) De compras _____ e) Médico _____ f) Otro _____

5. ¿Dónde te bajarás del autobús de Surfside?
(intersección más cercana o lugar principal)

6. Después de bajarse de este bus, ¿Cómo llegarás al lugar de tu destino desde la parada del bus?

a) Caminaré _____ cuadras

b) Conduciré o me llevarán _____

c) Me transferiré a otro bus:

☐ Bal Harbour Shuttle

☐ Bay Harbor Islands Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Viaje compartido ☐ Otro _____

7. ¿Porqué estás usando el bus de Surfside hoy?

a) No conduzco _____ b) No hay un auto disponible _____ c) El bus es conveniente _____

d) El bus es económico _____

e) El tráfico/estacionamiento es un problema _____

8. ¿Es usted residente permanente o temporal de Surfside?

☐ Sí ☐ No

- Si No eres residente de Surfside, ¿resides (o eres un visitante) en uno de los siguientes?

☐ Bal Harbour

☐ Bay Harbor Islands

☐ Miami Beach ☐ Otro _____

9. ¿Con qué frecuencia usas el bus de Surfside?

a) Todos los días _____

b) Dos o más días por semana _____

c) Una vez por semana _____

d) Uno a tres días por mes _____

e) Esta es mi primera vez _____

10. ¿A qué otros lugares, ya sea dentro o fuera de la Ciudad, te gustaría que viajara el bus de Surfside?

11. ¿Cómo calificaría el bus de Surfside?

	Muy Bueno	Bueno	Auto	Deficiente
Puntualidad de los buses				
Frecuencia del servicio				
Horas de servicio				
Limpieza de los autobuses				
Aire acondicionado				
Amabilidad del conductor				
Ubicación de las paradas				
Seguridad				

12. ¿Cuáles son las tres mejoras más importantes que te gustaría para los buses de Surfside?

(1 - la más importante; 2 - la segunda más importante; y 3 - la tercera mejora más importante)

Más paradas _____

Menos paradas _____

Más rutas de transporte a otras áreas _____

Horas de servicio más temprano o más tarde _____

Más paradas de autobuses y bancos _____

Servicio más frecuente _____

Servicio de fin de semana _____

Otro _____

13. ¿Cuál es tu edad?

☐ Menos de 18 ☐ 18-54 ☐ 55-65 ☐ Más de 65

¿Tienes algún comentario? _____

On-Board Survey - Bal Harbour Shuttle

Date _____

Surveyor's Initials _____

Time _____

Bal Harbour Village needs your assistance to provide improved bus service. Please help us serve you better by completing this survey and returning to the Surveyor. Thank you for your feedback!

1. Where did you board the Bal Harbour Shuttle?
(nearest intersection or major place)

2. How did you get to this shuttle stop?

a) Walked _____ blocks b) Drove or Dropped Off _____

c) Transferred from another bus:

☐ Surfside Shuttle

☐ Bay Harbor Islands Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Ride Share ☐ Other _____

3. Where are you coming from?

a) Home _____ b) Work _____ c) School _____

d) Shopping _____ e) Medical _____ f) Other _____

4. Where are you going on this trip?

a) Home _____ b) Work _____ c) School _____

d) Shopping _____ e) Medical _____ f) Other _____

5. Where will you get off the Bal Harbour Shuttle?
(nearest intersection or major place)

6. After you get off this bus, how will you get from the shuttle stop to the place you are going to?

a) Walk _____ blocks

b) Drive or Dropped Off _____

c) Transfer to another bus:

☐ Surfside Shuttle

☐ Bay Harbor Islands Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Ride Share ☐ Other _____

7. Why are you using the Bal Harbour Shuttle today?

a) I don't drive _____ b) No car available _____

c) Shuttle is convenient _____

d) Shuttle is economical _____

e) Traffic/Parking is a problem _____

8. Are you a full-time/seasonal resident of Bal Harbour?

☐ Yes ☐ No

- If No, do you reside (or a visitor) in one of the following?

☐ Surfside

☐ Bay Harbor Islands

☐ Miami Beach

☐ Other _____

9. How often do you ride the Bal Harbour Shuttle?

a) Every Day _____

b) 2 or more days per week _____

c) Once a week _____

d) 1 to 3 days per month _____

e) This is my first time _____

10. What other places either within or outside of Bal Harbour would you like the Shuttle to travel to?

11. How would you rate the Bal Harbour Shuttle?

	Very Good	Good	Fair	Poor
Buses on time/Reliability				
Frequency of bus service				
Hours of service				
Cleanliness of buses				
Buses' Air Conditioning				
Driver Friendliness				
Location of bus stops				
Safety/Security				

12. What are the three most important improvements that you would like for the Bal Harbour Shuttle?

(1- the most important; 2- the second most important; and 3- the third most important improvement)

More stops _____

Fewer stops _____

More shuttle routes to other areas _____

Earlier or later hours of service _____

More bus shelters and benches _____

More frequent service _____

Weekend service _____

Other _____

13. What is your age?

☐ Under 18 ☐ 18-54 ☐ 55-65 ☐ Over 65

Do you have any comments? _____

Encuesta – Bus de Bal Harbour

Fecha _____

Iniciales del Encuestador _____

Hora _____

La ciudad de Bal Harbour necesita su asistencia para proporcionar un mayor servicio de autobuses. Por favor ayúdenos a servirle mejor completando esta encuesta y regresándola al Encuestador. ¡Gracias por sus comentarios!

1. ¿Dónde abordaste el bus de Bal Harbour?
(intersección más cercana o lugar principal)

2. ¿Cómo llegaste a esta parada de autobús?

a) Caminé _____ cuadras b) Conduje or me dejaron _____ c) Me transferí de otro bus:

☐ Surfside Shuttle

☐ Bay Harbor Islands Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Viaje compartido ☐ Otro _____

3. ¿De dónde vienes?

a) Casa _____ b) Trabajo _____ c) Escuela _____

d) De compras _____ e) Médico _____ f) Otro _____

4. ¿A dónde vas en este viaje?

a) Casa _____ b) Trabajo _____ c) Escuela _____

d) De compras _____ e) Médico _____ f) Otro _____

5. ¿Dónde te bajarás del autobús de Bal Harbour?
(intersección más cercana o lugar principal)

6. Después de bajarse de este bus, ¿Cómo llegarás al lugar de tu destino desde la parada del bus?

a) Caminaré _____ cuadras

b) Conduciré o me llevarán _____

c) Me transferiré a otro bus:

☐ Surfside Shuttle

☐ Bay Harbor Islands Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Viaje compartido ☐ Otro _____

7. ¿Porqué estás usando el bus de Bal Harbour hoy?

a) No conduzco _____ b) No hay un auto

disponible _____ c) El bus es conveniente _____

d) El bus es económico _____

e) El tráfico/estacionamiento es un problema _____

8. ¿Es usted residente de Bal Harbour?

☐ Sí ☐ No

- Si No eres residente de Bal Harbour, ¿resides (o eres un visitante) en uno de los siguientes?

☐ Surfside

☐ Bay Harbor Islands

☐ Miami Beach ☐ Otro _____

9. ¿Con qué frecuencia usas el bus de Bal Harbour?

a) Todos los días _____

b) Dos o más días por semana _____

c) Una vez por semana _____

d) Uno a tres días por mes _____

e) Esta es mi primera vez _____

10. ¿A qué otros lugares, ya sea dentro o fuera de la Ciudad, te gustaría que viajara el bus de Bal Harbour?

11. ¿Cómo calificaría el bus de Bal Harbour?

	Muy Bueno	Bueno	Auto	Deficiente
Puntualidad de los buses				
Frecuencia del servicio				
Horas de servicio				
Limpieza de los autobuses				
Aire acondicionado				
Amabilidad del conductor				
Ubicación de las paradas				
Seguridad				

12. ¿Cuáles son las tres mejoras más importantes que te gustaría para los buses de Bal Harbour?

(1 - la más importante; 2 - la segunda más importante; y 3 - la tercera mejora más importante)

Más paradas _____

Menos paradas _____

Más rutas de transporte a otras áreas _____

Horas de servicio más temprano o más tarde _____

Más paradas de autobuses y bancos _____

Servicio más frecuente _____

Servicio de fin de semana _____

Otro _____

13. ¿Cuál es tu edad?

☐ Menos de 18 ☐ 18-54 ☐ 55-65 ☐ Más de 65

¿Tienes algún comentario? _____

On-Board Survey - Bay Harbor Islands Shuttle

Date_____

Surveyor's Initials_____

Time_____

The Town of Bay Harbor Islands needs your assistance to provide improved bus service. Please help us serve you better by completing this survey and returning to the Surveyor. Thank you for your feedback!

1. Where did you board the Bay Harbor Islands Shuttle?
(nearest intersection or major place)

2. How did you get to this shuttle stop?

a) Walked_____ blocks b) Drove or Dropped Off_____

c) Transferred from another bus:

☐ Surfside Shuttle

☐ Bal Harbour Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Ride Share ☐ Other_____

3. Where are you coming from?

a) Home_____ b) Work_____ c) School_____

d) Shopping_____ e) Medical_____ f) Other_____

4. Where are you going on this trip?

a) Home_____ b) Work_____ c) School_____

d) Shopping_____ e) Medical_____ f) Other_____

5. Where will you get off the Bay Harbor Islands Shuttle?
(nearest intersection or major place)

6. After you get off this bus, how will you get from the shuttle stop to the place you are going to?

a) Walk_____ blocks

b) Drive or Dropped Off_____

c) Transfer to another bus:

☐ Surfside Shuttle

☐ Bal Harbour Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Ride Share ☐ Other_____

7. Why are you using the Bay Harbor Islands Shuttle?

a) I don't drive_____ b) No car available_____

c) Shuttle is convenient_____

d) Shuttle is economical_____

e) Traffic/Parking is a problem_____

8. Are you a resident of Bay Harbor Islands?

☐ Yes ☐ No

Do you have any comments?_____

- If No, do you reside (or a visitor) in one of the following?

☐ Surfside

☐ Bal Harbour

☐ Miami Beach

☐ Other_____

9. How often do you ride the Bay Harbor Islands Shuttle?

a) Every Day_____

b) 2 or more days per week_____

c) Once a week_____

d) 1 to 3 days per month_____

e) This is my first time_____

10. What other places either within or outside of Bay Harbor Islands would you like the Shuttle to travel to?

11. How would you rate the Bay Harbor Islands Shuttle?

	Very Good	Good	Fair	Poor
Buses on time/Reliability				
Frequency of bus service				
Hours of service				
Cleanliness of buses				
Buses' Air Conditioning				
Driver Friendliness				
Location of bus stops				
Safety/Security				

12. What are the three most important improvements you would like for the Bay Harbor Islands Shuttle?
(1- the most important; 2- the second most important; and 3- the third most important improvement)

More stops_____

Fewer stops_____

More shuttle routes to other areas_____

Earlier or later hours of service_____

More bus shelters and benches_____

More frequent service_____

Weekend service_____

Other_____

13. What is your age?

☐ Under 18 ☐ 18-54 ☐ 55-65 ☐ Over 65

Encuesta – Bus de Bay Harbor Islands

Fecha_____

Iniciales del Encuestador_____

Hora_____

La ciudad de Bay Harbor Islands necesita su asistencia para proporcionar un mejor servicio de autobuses. Por favor ayúdenos a servirle mejor completando esta encuesta y regresándola al Encuestador. ¡Gracias por sus comentarios!

1. ¿Dónde abordaste el bus de Bay Harbor Islands?
(intersección más cercana o lugar principal)

2. ¿Cómo llegaste a esta parada de autobús?
a) Caminé_____ cuadras b) Conduje or me
dejaron_____ c) Me transferí de otro bus:

- ☐ Surfside Shuttle
☐ Bal Harbour Shuttle
☐ Miami Beach Trolley
☐ Metrobus
☐ Viaje compartido ☐ Otro_____

3. ¿De dónde vienes?

- a) Casa_____ b) Trabajo_____ c) Escuela_____
d) De compras_____ e) Médico_____ f) Otro_____

4. ¿A dónde vas en este viaje?

- a) Casa_____ b) Trabajo_____ c) Escuela_____
d) De compras_____ e) Médico_____ f) Otro_____

5. ¿Dónde te bajarás del autobús de Bay Harbor Islands?
(intersección más cercana o lugar principal)

6. Después de bajarse de este bus, ¿Cómo llegarás al
lugar de tu destino desde la parada del bus?

- a) Caminaré_____ cuadras
b) Conduciré o me llevarán_____
c) Me transferiré a otro bus:

- ☐ Surfside Shuttle
☐ Bal Harbour Shuttle
☐ Miami Beach Trolley
☐ Metrobus
☐ Viaje compartido ☐ Otro_____

7. ¿Porqué estás usando el bus de Bay Harbor Islands?

- a) No conduzco_____ b) No hay un auto
disponible_____ c) El bus es conveniente_____
d) El bus es económico_____
e) El tráfico/estacionamiento es un problema_____

8. ¿Es usted residente de Bay Harbor Islands?

- ☐ Sí ☐ No

¿Tienes algún comentario?_____

- Si No eres residente de Bay Harbor Islands, ¿resides (o
eres un visitante) en uno de los siguientes?

- ☐ Surfside
☐ Bal Harbour
☐ Miami Beach ☐ Otro_____

9. ¿Con qué frecuencia usas el bus de Bay Harbor
Islands?

- a) Todos los días_____
b) Dos o más días por semana_____
c) Una vez por semana_____
d) Uno a tres días por mes_____
e) Esta es mi primera vez_____

10. ¿A qué otros lugares, dentro o fuera de la Ciudad, te
gustaría que viajara el bus de Bay Harbor Islands?

11. ¿Cómo calificaría el bus de Bay Harbor Islands?

	Muy Bueno	Bueno	Auto	Deficiente
Puntualidad de los buses				
Frecuencia del servicio				
Horas de servicio				
Limpieza de los autobuses				
Aire acondicionado				
Amabilidad del conductor				
Ubicación de las paradas				
Seguridad				

12. ¿Cuáles son las tres mejoras más importantes que te
gustaría para los buses de Bay Harbor Islands?
(1 - la más importante; 2 - la segunda más importante;
y 3 - la tercera mejora más importante)

Más paradas_____
Menos paradas_____
Más rutas de transporte a otras áreas_____
Horas de servicio más temprano o más tarde_____
Más paradas de autobuses y bancos_____
Servicio más frecuente_____
Servicio de fin de semana_____
Otro_____

13. ¿Cuál es tu edad?

- ☐ Menos de 18 ☐ 18-54 ☐ 55-65 ☐ Más de 65

APPENDIX B

Amended Section 31-102 of the Code of Miami-Dade County

Amended Section 29-124 of the Code of Miami-Dade County

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(A)
10-2-18

ORDINANCE NO. _____

ORDINANCE RELATING TO MUNICIPAL CIRCULATORS;
AMENDING SECTION 31-102 OF THE CODE OF MIAMI-
DADE COUNTY, FLORIDA; REQUIRING MUNICIPALITIES
TO PROVIDE CIRCULATOR ROUTE INFORMATION FOR
INTEGRATION INTO THE COUNTY'S TRANSIT TRACKER
APPLICATION AND TRANSIT RIDERSHIP INFORMATION
TO THE COUNTY; REQUIRING COUNTY AND MUNICIPAL
TRANSIT RIDERSHIP DATA REPORTS; PROVIDING
SEVERABILITY, INCLUSION IN THE CODE, AND AN
EFFECTIVE DATE

WHEREAS, many municipalities in Miami-Dade County are providing circulator service within their municipal boundaries pursuant to section 31-113 of the Code of Miami-Dade County, Florida and through an interlocal agreement with the County; and

WHEREAS, said service has proven popular with the residents of and visitors to the County; and

WHEREAS, the County currently has a smartphone transit tracker application that allows transit patrons to, among other things, find information regarding Metrobus routes and current time of arrival for Metrorail, Metromover, and Metrobus; and

WHEREAS, integrating the municipal circulator service information as part of the County transit application would provide for better mobility options and help Miami-Dade County and municipal transit services serve as one complementary system; and

WHEREAS, analyzing transit ridership information from Miami-Dade County and municipal transit services in a holistic manner helps transit planners and policymakers make better informed decisions regarding the provision of transit services within Miami-Dade County,

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
MIAMI-DADE COUNTY, FLORIDA:**

Section 1. Section 31-102 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:¹

Sec. 31-102. Definitions.

For the purposes of this article, the following definitions shall apply:

* * *

- (f) *Circulator* service means the provision of fixed route or semi-fixed route transportation service where at least 70 percent of the route is within 1 municipality. Motor vehicles owned, operated by or operated under contract with a municipality in a local public transportation system may provide circulator service when authorized by an interlocal agreement with Miami-Dade County which has been approved by the Board of County Commissioners. The interlocal agreement and any certificate of transportation, chauffeur's registration and permit issued to provide circulator service pursuant to an interlocal agreement shall require, among other things, that the municipality, operator, vehicles and chauffeurs comply with safety, mechanical and vehicular standards mandated by the Department of Transportation and Public Works, and any applicable state or federal requirements. >>Additionally, for any new interlocal agreement or any amendment to an existing interlocal agreement, the agreement (1) must include a provision requiring that the municipality provide to the County the municipality's real time circulator service route information in a format approved by the Department of Transportation and Public Works, or its successor department, such as provided by a Global Positioning System, and which is compatible with, and may be integrated into, the County's smartphone transit tracker application and common third party applications, and (2) must include a provision requiring municipalities to provide

¹ Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

to the County on a quarterly basis municipal daily transit ridership data for both circulator and on-demand services<< >>and a description of any area within the municipal boundaries not being serviced by the municipal transit services<<² >>. Said data shall be due to the County within 15 days from the end of the corresponding quarter. Within 30 days of receipt of the information from a municipality, the County Mayor or County Mayor's designee shall place a report showing the municipal transit service ridership information, in addition to County transit ridership information for the corresponding quarter, on an agenda of the Board of County Commissioners pursuant to Ordinance No. 14-65.<< Where a municipality intends to provide circulator service pursuant to a contract with a third party, said municipality shall give Miami-Dade County the opportunity to submit a bid or proposal to provide that transportation service.

* * *

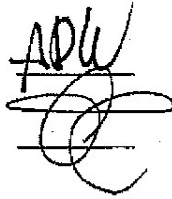
Section 2. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

² Committee amendments are indicated as follows: Words double stricken through and/or [[double bracketed]] are deleted, words double underlined and/or >>double arrowed<< are added.

Section 3. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:

A handwritten signature in black ink, appearing to read 'APL', with a large, stylized flourish underneath.

Prepared by:

Annery Pulgar Alfonso

Prime Sponsor:	Commissioner Daniella Levine Cava
Co-Sponsors:	Vice Chairwoman Audrey M. Edmonson
	Commissioner Eileen Higgins
	Commissioner Dennis C. Moss
	Commissioner Rebeca Sosa

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(B)
1-23-19

ORDINANCE NO. _____

ORDINANCE RELATING TO THE PEOPLE'S
TRANSPORTATION PLAN AND CHARTER COUNTY
TRANSPORTATION SYSTEM SURTAX FUNDS; AMENDING
SECTION 29-124 OF THE CODE OF MIAMI-DADE COUNTY,
FLORIDA, BY A TWO-THIRDS VOTE OF THE COMMISSION
MEMBERSHIP; REQUIRING MUNICIPALITIES TO ENTER
INTO AN INTERLOCAL AGREEMENT WITH THE COUNTY
AUTHORIZING THE USE OF CHARTER COUNTY
TRANSPORTATION SYSTEM SURTAX FUNDS FOR
ON-DEMAND TRANSPORTATION SERVICES; IMPOSING
CERTAIN REQUIREMENTS FOR THE AGREEMENT;
PROVIDING SEVERABILITY, INCLUSION IN THE CODE,
AND AN EFFECTIVE DATE

WHEREAS, section 29-124 of the Code of Miami-Dade County, Florida (the "Code"),
provides that municipalities may fund on-demand transportation services as defined in section
212.055(1)(e), Florida Statutes, with their share of surtax proceeds; and

WHEREAS, on-demand transportation services when coordinated with existing County
transit services may augment transportation options and provide for better mobility solutions for
heavily congested areas; and

WHEREAS, requiring municipalities to coordinate with the County in order to provide
for an implementation plan for surtax funded on-demand transportation services will promote the
efficient use of surtax funds; and

WHEREAS, this Board wishes to ensure that on-demand transportation services funded
by surtax proceeds enhance existing transit services and function as a first-and-last mile solution
for County residents and visitors,

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
MIAMI-DADE COUNTY, FLORIDA:**

Section 1. Section 29-124 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:¹

**Sec. 29-124. - Special fund created; uses of surtax proceeds; and
role of Citizens' Independent Transportation
Trust.**

The surtax proceeds collected by the State and distributed hereunder shall be deposited in a special fund set aside from other County funds in the custody of the Finance Director of the County. Moneys in the special fund shall be expended for the transportation and transit projects (including operation and maintenance thereof) set forth in Exhibit 1 to this article (including those projects referenced in the ballot question presented to the electors to approve this levy) and the adopted Five Year Implementation Plan, subject to any amendments thereto made in accordance with the Transportation Planning Organization ("TPO") process or made in accordance with the procedures specified in subsection (d) of this section.

Expenditure of surtax proceeds for contracts procured by or on behalf of Miami-Dade Transit or for transit-related procurements shall be subject to the following limitations:

* * *

- (h) Twenty percent of surtax proceeds shall be distributed annually to those cities existing as of November 5, 2002 that meet the following conditions:
 - (i) That continue to provide the same level of general fund support for transportation that is in their FY 2001-2002 budget in subsequent Fiscal Years. Any surtax proceeds received shall be applied to supplement, not replace a city's general fund support for transportation;

¹ Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

- ii) That apply 20 percent of any surtax proceeds received to transit uses in the nature of circulator buses, bus shelters, bus pullout bays, on-demand transportation services as defined in Section 212.055(1)(e), Florida Statutes, as may be amended from time to time, or other transit-related infrastructure. >> The use of surtax proceeds for on-demand transportation services must be authorized by an interlocal agreement with the County which has been approved by the Board of County Commissioners. The interlocal agreement shall require, among other things, that the city, operator, vehicles and chauffeurs comply with applicable safety, mechanical and vehicular standards required by the County, and any applicable state or federal requirements, and shall detail the implementation plan and fare structure for the on-demand services. << The use of surtax proceeds for on-demand transportation services shall be limited to providing transportation services where the trip is no greater than 5 miles in distance and (1) where the origination or destination of the trip is solely within city boundaries; (2) where the origination of a trip is within city boundaries and the destination is the nearest Metrorail station or South Dade Transitway bus shelter; (3) where the origination of a trip is the Metrorail station or South Dade Transitway bus shelter closest to the city boundary of the city where the intended destination of the trip is located; or (4) where the origination or destination of the trip is a public transit park-and-ride facility. Each city that uses surtax proceeds for on-demand transportation services shall provide an annual report to the County describing the city's implementation of the on-demand transportation services in accordance with this paragraph. Any city that cannot apply the 20 percent portion of surtax proceeds it receives as provided in this paragraph, may contract with the County for the County to apply such proceeds on a County project that enhances traffic mobility within that city and immediately adjacent areas. If the city cannot expend such proceeds in accordance with this paragraph and does not contract with the County as described in this paragraph, then such proceeds shall

carry over and be added to the overall portion of
surtax proceeds to be distributed to the cities in the
ensuing year and shall be utilized solely for the
transit uses enumerated in this subsection (ii);

* * *

Section 2. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 3. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 4. This ordinance shall become effective six (6) months after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

Section 5. This ordinance may only be amended or repealed by a two-thirds vote of the Board of County Commissioners. Any amendment or repeal of this ordinance shall further require a minimum of six weeks between first and second reading.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:

Prepared by:

Annery Pulgar Alfonso

Prime Sponsor: Commissioner Dennis C. Moss



APPENDIX C

Schedule Information for Proposed Surf-Bal-Bay Shuttle Route

Surf-Bal-Bay Shuttle Proposed Schedule

Run#	Depart Surfside Publix	Haulover Underpass	Surfside Publix	Stella Maris	Surfside Publix	Saks Bal Harbour Shops	Bay Harbor Islands Library	NE 123 St. & Bisc. Blvd.	Arrive Target	Depart Target	Walgreens NE 123 St. & Bisc. Blvd.	Bay Harbor Is. Town Hall	Bay Harbor Islands Library	Arrive Surfside Publix
2										9:25 AM	9:32	9:39	9:47	9:55
1	9:00 AM	9:09	9:17	9:27	9:37	9:43	9:54	10:02	10:12	10:25	10:32	10:39	10:47	10:55
2	10:00	10:09	10:17	10:27	10:37	10:43	10:54	11:02	11:12	11:25	11:32	11:39	11:47	11:55
1	11:00	11:09	11:17	11:27	11:37	11:43	11:54	12:02 PM	12:12	12:30	12:37	12:44	12:52	1:00
2	12:00 PM	12:09	12:17	12:27	12:37	12:43	12:54	1:02	1:12	1:30	1:37	1:44	1:52	2:00
1	1:00	1:09	1:17	1:27	1:37	1:43	1:54	2:02	2:12	2:25	2:32	2:39	2:47	2:55
2	2:00	2:09	2:17	2:27	2:37	2:43	2:54	3:02	3:12	3:25	3:32	3:39	3:47	3:55
1	3:00	3:09	3:17	3:27	3:37	3:43	3:54	4:02	4:12	4:25	4:32	4:39	4:47	4:55
2	4:00	4:09	4:17	4:27	4:37	4:43	4:54X							
1	5:00	5:09	5:17	5:27	5:37	5:43	5:54X							

EXHIBIT B
SURF-BAL-BAY SHUTTLE ROUTE

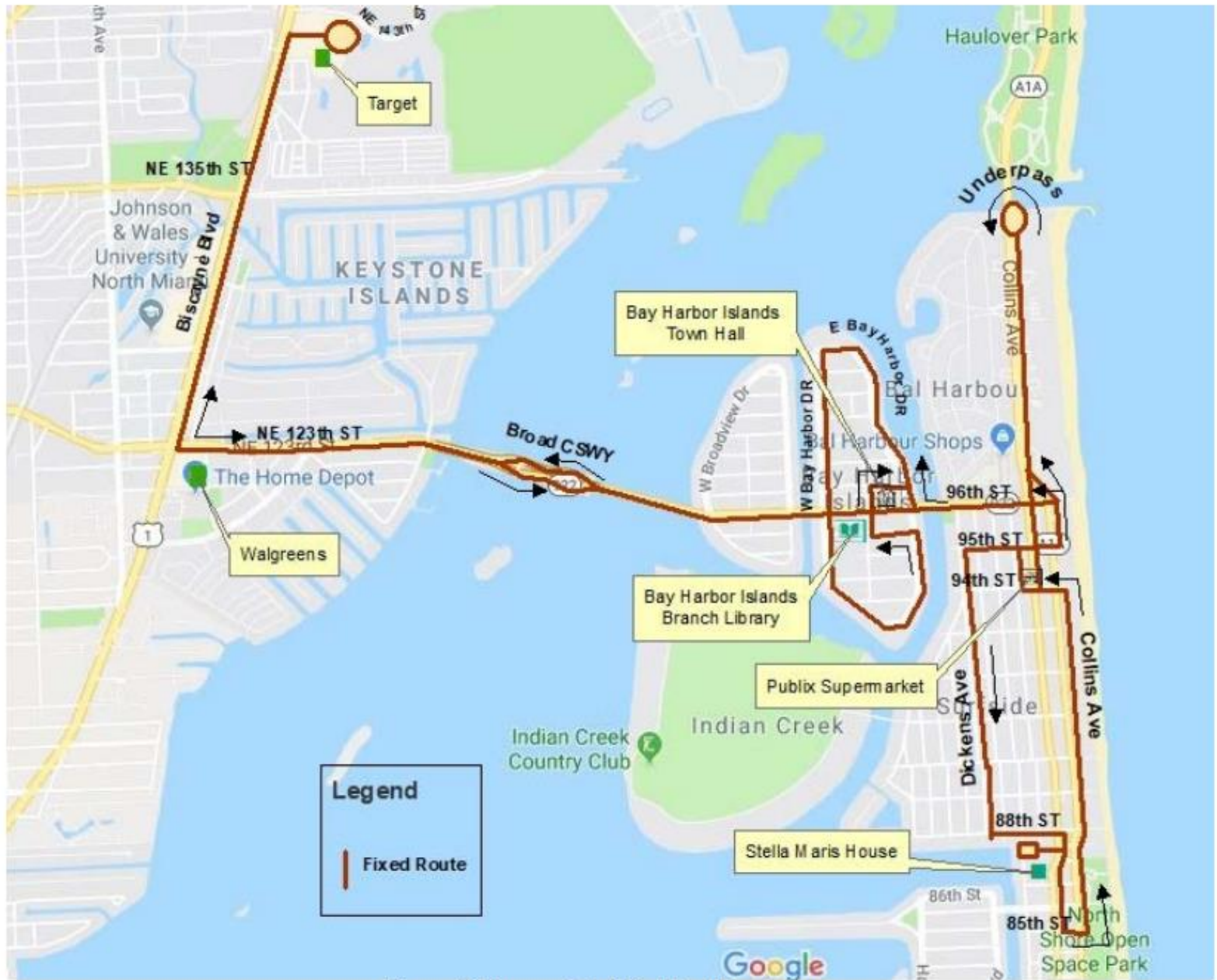


Figure 16 Proposed Surf-Bal-Bay Shuttle Route



Figure 17 Surf-Bal-Bay Shuttle Route: Blown-up Area

Exhibit C

On-Demand Transit Service Area,

On-Demand Transit Service Area would go outside the municipalities. On the mainland, North to 151st street from Biscayne Boulevard and the future Brightline transit stop on NE 151st street to the Northwest, to the end of 151st street to the Northeast and South to Biscayne Boulevard to the Southwest and Sans Souci Boulevard to the Southeast. On the Islands, North to Haulover Park to the Northwest and Haulover Beach to the Northeast and South to 72nd street on Collins/Harding in Miami Beach from A1A South (Harding) to the Southwest to Ocean Terrace to the Southeast.

Areas completely included are the Town of Bay Harbor Islands, Village of Bal Harbour, Town of Surfside and Indian Creek Village.

Exhibit D
SURF-BAL-BAY SHUTTLE PROPOSED SCHEDULE

Surf-Bal-Bay Shuttle Proposed Schedule

										Walgreens				
	Depart Surfside Publix	Haulover Underpass	Surfside Publix	Stella Maris	Surfside Publix	Saks Bal Harbour Shops	Bay Harbor Islands Library	NE 123 St. & Bisc. Blvd.	Arrive Target	Depart Target	NE 123 St. & Bisc. Blvd.	Bay Harbor Is. Town Hall	Bay Harbor Islands Library	Arrive Surfside Publix
Run#														
2										9:25 AM	9:32	9:39	9:47	9:55
1	9:00 AM	9:09	9:17	9:27	9:37	9:43	9:54	10:02	10:12	10:25	10:32	10:39	10:47	10:55
2	10:00	10:09	10:17	10:27	10:37	10:43	10:54	11:02	11:12	11:25	11:32	11:39	11:47	11:55
1	11:00	11:09	11:17	11:27	11:37	11:43	11:54	12:02 PM	12:12	12:30	12:37	12:44	12:52	1:00
2	12:00 PM	12:09	12:17	12:27	12:37	12:43	12:54	1:02	1:12	1:30	1:37	1:44	1:52	2:00
1	1:00	1:09	1:17	1:27	1:37	1:43	1:54	2:02	2:12	2:25	2:32	2:39	2:47	2:55
2	2:00	2:09	2:17	2:27	2:37	2:43	2:54	3:02	3:12	3:25	3:32	3:39	3:47	3:55
1	3:00	3:09	3:17	3:27	3:37	3:43	3:54	4:02	4:12	4:25	4:32	4:39	4:47	4:55
2	4:00	4:09	4:17	4:27	4:37	4:43	4:54X							
1	5:00	5:09	5:17	5:27	5:37	5:43	5:54X							

EXHIBIT E

Agreement Between Contractor and Town of Bay Harbor Islands

AGREEMENT (CONTRACT)
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the ____ day of _____, in the year 2021, by and between the Town of Bay Harbor Islands (hereinafter called OWNER), and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated below in CONTRACT NO. BHI-215. The Work is generally described as follows:

A Modified Shuttle and On-Demand Transit Services that includes two main components: (1) Shuttle Transit Services and (2) On-Demand Transit Services (“Services”). The Shuttle Transit Service component shall consist of the use of shuttle air-conditioned vehicles to provide transit services for the Town, the Village of Bal Harbour, and the Town of Surfside (collectively, the “Surf-Bal-Bay Community”) along the Surf-Bal-Bay Shuttle Route. The On-Demand Transit Service component shall consist of operating air-conditioned electric vehicles to provide the Surf-Bal-Bay Community first/last mile transportation when requested through a ride-hailing application.

The Project is referenced as follows:

TOWN OF BAY HARBOR ISLANDS

Modified Shuttle and On-Demand Transit Services

CONTRACT NO. BHI-215

Article II. SCOPE OF SERVICES

2.1 INTRODUCTION.

Contractor shall provide vehicles, maintenance, personnel, and operations for Modified Shuttle and On-Demand Transit Services (“Services”) consisting of combined (1) Shuttle Transit Services and (2) On-Demand Transit Services in the Town, Bal Harbor Village, and the Town of Surfside

(collectively, the “Surf-Bal-Bay Community”), in accordance with the terms, conditions, and specifications stated below.

2.2 SHUTTLE TRANSIT SERVICES.

2.2.1 Scope of Work.

Contractor shall operate a single fixed route called the Surf-Bal-Bay shuttle, serving three municipalities, and an on-demand (door-to-door) service. Contractor agrees to operate a minimum of two air-conditioned (2) mini-buses every 60 minutes from 9:00 a.m. – 5:00 p.m., weekdays only, commencing [MONTH/DATE], 2021 until [MONTH/DATE], 2022, in accordance with the service hours specified in the SBB Shuttle Route Schedule, attached hereto as Exhibit “A-1.” The route terminuses would be from the North Miami Target store on Biscayne Boulevard/NE 143rd Street and the Collins Avenue underpass in Bal Harbour. This route would provide first mile/last mile capability for regional trips. The Surf-Bal-Bay Community Shuttle Route is attached hereto as Exhibit “B-1” (the “SBB Shuttle Route”). The Town may request changes to the SBB Shuttle Route (“Route Changes”), extended times of the SBB Shuttle Route (before 9:00 a.m. and after 5:00 p.m.) (“Extended Route Times”), and additional days (on weekends) (“Additional Route Days”).

On-Demand low speed air-conditioned electric vehicles would provide door-to-door service throughout all three municipalities. Two vehicles would be assigned to provide the on-demand service from 9:00 a.m. to 5:00 p.m., seven days a week. Passengers would request a ride through an app on their smartphone or by calling a phone number. The Town may request changes to the hours (before 9:00 a.m. and after 5:00 p.m.).

Passengers shall be picked up and discharged only at those designated shuttle stops. Four-way flashers shall be used whenever the vehicle is stopped to load or unload passengers. Proposer shall be responsible for the installation and maintenance of shuttle bus benches and route stop signs at the fixed-route stops listed in the SBB Shuttle Route Schedule, provided in Exhibit “A-1.” The Town may add or remove proposed shuttle stops along the route provided in Exhibit “B-1.”

2.2.2 Operation.

2.2.2.1 Facilities.

Contractor is required to provide the following facilities to effectively manage and operate the Surf-Bal-Bay Shuttle Route:

- 2.2.2.1.1 Dispatch and supervisor Station,
- 2.2.2.1.2 Facility for maintenance of shuttle vehicles,
- 2.2.2.1.3 Secure storage for the Contractor’s shuttle vehicles and maintenance equipment,
- 2.2.2.1.4 Daily fueling for Proposer’s shuttle vehicles and also to provide a dedicated source of fuel during emergencies/disasters,
- 2.2.2.1.5 Break rooms for drivers and staff, and

2.2.2.1.6 Restroom facilities for drivers and staff.

2.2.2.2 Operating Procedures.

Contractor shall prepare and submit with its proposal written procedures for the operation of the SBB Shuttle Route. Standard Operating Procedures shall include:

- 2.2.2.2.1 Procedures and plans on maintaining thirty (30) minute headways based on the SBB Shuttle Route Schedule, attached hereto as Exhibit “A-1.”
- 2.2.2.2.2 Plans for replacement of disabled shuttle vehicles;
- 2.2.2.2.3 Procedures for notifying Town of delays and cancellation;
- 2.2.2.2.4 A list of contact persons with the authority to make operating decisions and can be reached before and after service hours.
- 2.2.2.2.5 Accident review procedures and corrective processes;
- 2.2.2.2.6 Radio check in and coordination procedures for maintaining shuttle vehicle headways, including GPS and/or automated vehicle location reporting;
- 2.2.2.2.7 Description of shuttle vehicle operator training;
- 2.2.2.2.8 Procedures for operating vehicles and providing service, including procedures to insure that stop announcements are made by shuttle vehicle operators.
- 2.2.2.2.9 Procedures for daily servicing;
- 2.2.2.2.10 Fare collection and accounting procedures, and fare payment validation and enforcement procedures, if fares are implemented by the Town;
- 2.2.2.2.11 Shuttle vehicle dispatch procedures to achieve balanced accumulation of mileage for each shuttle vehicle in the fleet and as necessary to accomplish shuttle vehicle maintenance;
- 2.2.2.2.12 Contingency plans in the event of emergencies, such as accidents, fires, mechanical failures, inclement weather, and criminal activity;
- 2.2.2.2.13 Procedures for handling of public and internal comments and complains;
- 2.2.2.2.14 Shuttle vehicle operator safety, recognition, rewards, and disciplinary programs;
- 2.2.2.2.15 Customer service guidelines;
- 2.2.2.2.16 Supervisory procedures, including supervision of personnel, performance schedules, and performance monitoring.

2.2.3 Vehicles.

Contractor’s shuttle vehicles shall comply with the following specifications:

- 2.2.3.1 Shuttle vehicle shall provide air-conditioning and seating for at least 20 individuals.
- 2.2.3.2 Shuttle vehicles shall comply with the Americans with Disabilities Act and toward that end shall be equipped with either a hydraulic wheelchair lift or a ramp.
- 2.2.3.3 Shuttle vehicles shall comply with the requirements provided by law (Approved Equal Busses) and the Florida Administrative Code 14-90 (i.e., passenger door, mirror height, etc.). Fleets must meet all local, state, and federal requirements as applicable to public transit vehicles.

2.3 ON-DEMAND TRANSIT SERVICES.

2.3.1 SCOPE OF WORK.

On-Demand low speed electric vehicles would provide door-to-door service throughout all three municipalities. Two (2) air-conditioned vehicles would be assigned to provide the on-demand service from 9:00 a.m. to 5:00 p.m., seven days a week. The Town may request additional vehicle(s) and hours (before 9:00 a.m. and after 5:00 p.m.). Passengers would request a ride through an app on their smartphone or by calling a phone number. On-Demand Transit Service, focusing on short first/last mile trips, using a minimum of two (2) On-Demand Transit vehicles will operate in the area described in Exhibit C-1. The Contractor shall operate the On-Demand Transit Service as a continuous vanpool, dynamically adjusting vehicle routing to meet ridership demand and service needs within the service area, minimizing wait times and trip length times.

2.3.2 SERVICE DAYS.

Contractor shall operate On-Demand Transit Service seven days per week, commencing [Month/Date], 2021, until [Month/Date], 2022. Service hours shall be held from 9:00 AM to 5:00 PM, seven (7) days a week. The Town may request additional hours (before 9:00 a.m. and after 5:00 p.m.).

2.3.3 VEHICLE SPECIFICATIONS.

Proposer's vehicles shall meet the minimum vehicle specifications listed below:

2.3.3.1 Vehicle Type: Electric vehicle with full doors, air-conditioning, windows and seatbelts. At least one vehicle will be wheelchair accessible.

2.3.3.2 Vehicle Year: 2017 or newer.

2.3.3.3 Seating Capacity: Minimum of six seats (five passenger seats and one vehicle operator seat).

2.3.3.4 Vehicle Charging: Charges shall be provided, installed, operated, and maintained by the Contractor during the entire program. Cost of electricity shall be covered. Charging equipment shall remain property of the Proposer.

2.3.3.5 Vehicle must be motorized and street legal.

2.3.4 TECHNOLOGY.

Contractor shall use a technology platform that supports on-demand responsive operations. Features of the technology platform shall include, but are not limited to:

2.3.4.1 Routing and dispatching of vehicles in the form of a mobile application.

2.3.4.2 Remote real-time tracking of service for both users and dispatch.

2.3.4.3 Customer-friendly mobile application available for download in the Apple and Android stores, downloadable at no cost to riders.

2.3.4.4 Dashboard for analysis of service operations available to Town staff.

2.3.4.5 Application Programming Interface (API) enabled to connect with Town transit applications, Miami-Dade Transit Application, and Google Maps.

Contractor shall provide a real-time online data portal where all relevant data sourced are housed, and Town staff can track pre-determined metrics. Contractor shall be responsible for tracking and reporting data including, but not limited to, hourly, daily, weekly, monthly ridership, vehicle occupancy, trip origins and destinations, heat maps, minimum, maximum, and average wait times, minimum, maximum, and average trip length, passenger demographics, rider request methods

utilized, number of canceled trips (by riders or vehicle operators), numbers of missed trips (if vehicle did not serve customer and customer never cancelled request, and similar statistics. For cancelled trips, information as to duration of time between when the ride was requested and cancelled shall be reported. Additionally, the Contractor shall report drivers' ratings and feedback received from passengers.

2.4 OPERATIONAL REQUIREMENTS FOR SHUTTLE VEHICLES AND ON-DEMAND TRANSIT VEHICLES.

2.4.1 Licenses. Vehicle operators must have a valid Florida Commercial Driver's License (Chauffeurs or commercial) as well as any other licenses required by federal, state, and local regulations.

2.4.2 Maintenance.

2.4.2.1 Vehicle Maintenance and Repairs. Contractor shall be responsible for all maintenance activities including, but not limited to, replacement of parts, tires, oil, fluid changes, filters, and cleaning of vehicle. Contractor shall be responsible and provide all general repairs to all vehicles operated pursuant to this Contract. Town shall not be responsible or required to provide any repairs, replacements, or maintenance for any vehicle at any time.

2.4.2.2 Preventative Maintenance. Contractor shall design and implement a preventative maintenance program that will combine regular inspections with scheduled interval-related servicing needs and warranty requirements as provided by manufacturer. Elements of the preventative maintenance program shall include:

- 2.4.2.2.1** Daily pre- and post-pullout safety instructions.
- 2.4.2.2.2** Daily servicing of fluid levels, tires, lights, and minor mechanical problems. Brakes shall be checked weekly.
- 2.4.2.2.3** Periodic mechanical and safety inspections by mechanics and supervisors. Such inspections shall be documented and completed monthly or more often as indicated necessary by recurring problems.
- 2.4.2.2.4** Interval related servicing should be scheduled to reduce downtime and ensure maximum life and performance of vehicle components.
- 2.4.2.2.5** Contractor shall be responsible for the required inspections of all vehicles used for the services, if and when applicable. Contractor shall schedule and deliver vehicles to a certified inspection station, if and when applicable.
- 2.4.2.2.6** Repairs to non-working items that relate to safety shall be completed prior to returning the vehicle to service. Failure of safety related items on a vehicle while performing service shall require immediate removal of the vehicle from service for repair. These items shall include legally required lights, working brakes, tire tread depth or condition, or any other mechanical condition that may have an effect on the continued safe operation of a vehicle.
- 2.4.2.2.7** Contractor shall be responsible for providing any towing services necessary to complete repairs required.

2.4.2.2.8 Mechanical and Body Repairs. Within three days of learning of damage or the need for any repairs, Contractor shall complete all mechanical repairs found necessary to maintain the function of all components and features of the vehicles, unless otherwise permitted by the Town. Mechanical and body repairs shall be conducted as follows:

2.4.2.2.8.1.1 Body and frame repairs, inclusive of necessary painting, will be inspected and certified in writing as completed by the garage performing work prior to returning the vehicle to service.

2.4.2.2.8.1.2 Minor body damage repairs shall be repaired as soon as possible, but shall not exceed two weeks, subject to availability of OEM parts when needed.

2.4.2.2.8.1.3 Major body damage shall be repair before returning the vehicle into service, not to exceed five weeks out of service, subject to availability of OEM parts when needed.

2.4.2.3 Vehicle Cleaning. Contractor shall provide all labor and materials necessary to keep all vehicles clean at all times. Contractor shall wash the exterior of the vehicles, including support vehicles, at least weekly, and shall clean the interiors of the vehicles daily by picking up all litter, sweeping/cleaning the floor, and cleaning the windows if required. Contractor shall wash all vehicle interior items, including, for example, seats, handrails, armrests, etc. Vehicle interiors shall be free from vermin, insects, noxious odors, and similar conditions. Contractor shall remove all graffiti from vehicles, whether on the vehicles' interior or exterior, immediately or as soon as is practicable, but no later than the start of the next days' service. If the graffiti is offensive or vulgar and cannot be removed, the vehicle shall be taken out of service immediately.

2.4.2.4 Preventative Maintenance of Heating and Air Conditioning for Shuttle Vehicles. Periodic inspection and servicing checklists will be developed that conform to manufacturer's most severe service recommendations and generally accepted best industry practices. The Contractor shall properly maintain operating HVAC systems on all shuttle vehicles at all times. No shuttle vehicle shall be permitted to enter service without properly functioning heating or air conditioning systems and the Contractor shall be expected to make all reasonable efforts change out a shuttle vehicle that experiences a malfunctioning heating or air-conditioning system while in service.

2.4.2.5 Vehicles in need of Repair or Cleaning. Contractor shall immediately remove from operation any vehicle deemed to be in need of repair, cleaning, or other action by the Town.

2.4.3 Air Conditioning. Shuttle Vehicles air condition units must function properly at all times in all vehicles, and shall operate at an internal ambient temperature of 75 degrees Fahrenheit.

2.4.4 Records.

2.4.4.1 Vehicle Records. Contractor shall maintain a complete individual vehicle history of every vehicle used. The Contractor shall be responsible for keeping the vehicle maintenance current throughout the term of the Contract for the Services and shall make available

complete copies of all files available to the Town at the end of the Contract. The Town or its agent shall have reasonable access to all vehicle maintenance records during planned or unannounced visits or inspections of the Contractor's facility for the duration of the Contract. The Contractor shall maintain records including, but not limited to:

- 2.4.4.1.1 Completion of required inspections.
 - 2.4.4.1.2 Timely execution of scheduled services.
 - 2.4.4.1.3 Major repairs and replacements.
 - 2.4.4.1.4 Use of parts and components.
 - 2.4.4.1.5 Unscheduled maintenance.
 - 2.4.4.1.6 Accident repairs and body work.
 - 2.4.4.1.7 Warranty work and claims.
 - 2.4.4.1.8 Fuel and oil and fluids consumption on a unit per vehicle basis;
 - 2.4.4.1.9 Vehicle mileage and hours of operation.
 - 2.4.4.1.10 Tire and brake life.
 - 2.4.4.1.11 Hours of operation.
 - 2.4.4.1.12 Frequency of service provided.
 - 2.4.4.1.13 Days of operation.
 - 2.4.4.1.14 Total actual vehicle miles.
 - 2.4.4.1.15 Total vehicle revenue miles, if applicable.
 - 2.4.4.1.16 Total vehicle revenue miles, if applicable.
 - 2.4.4.1.17 Unlinked passenger trips (number of passengers who board the public transportation vehicle determined by an actual 100% count or by a Federal Transit Administration approved sampling procedure).
 - 2.4.4.1.18 Passenger miles (Sum of distance ridden by each passenger).
 - 2.4.4.1.19 Ridership for each route.
- 2.4.4.2 Contractor shall maintain records regarding any vehicle defect that occurs. Vehicle defect cards shall be made available to vehicle operators and staff on all vehicles. A vehicle defect report shall be completed as part of pre-trip inspections on each vehicle and after service and filed chronologically by vehicle number. Vehicle operators will turn in defect cards prior to and after each shift to the Proposer's staff person charged with reviewing each card to prevent vehicles with problems from being assigned to any following trip.
- 2.4.4.3 Contractor shall also be responsible for documenting, filing, and executing all warranty claims with the OEM component manufacturers. Contractor must ensure that all vehicle manufacturer warranty work is accomplished to guarantee the Town compliance with necessary warranty requirements. Contractor shall track all warranty work, including parts and labor, and submit claims for reimbursement to the manufacturer/supplier. The Town may have its staff review Contractor's vehicle records to ensure warranty claims are being properly recorded, submitted, and defended.
- 2.4.4.4 Town shall have immediate and unrestricted access to all vehicles and vehicle maintenance records during planned or unannounced visits or inspections to vehicles and Contractor's facility for the duration of awarded Contract for the duration of the Contract.

2.4.5 Identification Tags. Contractor's vehicle operators and other staff that come in contact with the public shall wear identification tags clearly stating their first name at all times while performing their duties.

2.4.6 Accident and Incident Procedures.

2.4.6.1 The Contractor shall develop, implement, and maintain formal and expedient procedures to respond to all accidents, disturbances, passenger injuries/fatalities, and any other service interruptions/failures, subject to approval by the Town.

2.4.6.2 Contractor shall be responsible for reporting to the Town any and all incidents that occur, as described below.

2.4.6.3 All traffic accidents involving vehicles/pedestrians, irrespective of injury, shall be immediately notified to the Town Police Department. The Contractor will advise such agency of the accident and request a police unit to investigate the accident.

2.4.6.4 The Contractor shall immediately notify the Town of any accident or incident, especially those resulting in injury, in loss or damage to the Town and /or private property. Written notification shall be sent within 48 hours. The written notice shall describe the sequence of events and include reports by the vehicle operator, attendant, witnesses, and any other relevant individuals. In addition, the Contractor shall notify the Florida Department of Transportation verbally within 48 hours thereafter the incident, followed by a written report within 48 hours. Contractor shall notify the Florida Department of Transportation of any fatalities verbally within 24 hours, followed by a written report within 24 hours. Contractor shall be responsible for providing follow-up reports, both verbally and in writing, within the required hours of the reported incident.

2.4.6.5 Contractor must implement a written Drug and Alcohol Testing program.

2.4.7 Vehicles in Need of Repair or Cleaning. Contractor shall immediately remove from operation any vehicle deemed to be in need of repair, cleaning, or other action by the Town.

2.4.8 Service Standards. Contractor shall operate the Modified Shuttle and On-Demand Transit Services in a manner that will maximize the efficiency of the service while achieving excellent customer service. Contractor's technical performance and customer service performance will be periodically evaluated by the Town. The Contractor and the Town shall meet periodically to evaluate the performance and effectiveness of the Modified Shuttle and On-Demand Transit Services. If applicable, Contractor will take all reasonable actions requested by the Town to immediately correct deficiencies in performance after review of the performance evaluation.

2.4.9 Additional Operating Procedures. Contractor shall observe all safety rules and other requirements of regulatory bodies having jurisdiction over the service area and operate all

vehicles with the highest regard for all aspects of safety. Additionally, Contractor will comply with the following requirements:

- 2.4.9.1 Contractor shall not use vehicles for illegal purposes.
- 2.4.9.2 Contractor shall not use vehicles for towing, pushing, or any purpose other than transportation of passengers.
- 2.4.9.3 Contractor shall not overload vehicles beyond their specified carrying capacity, nor operate a vehicle in an unsafe manner.
- 2.4.9.4 Contractor shall not use vehicles in any way except as specifically authorized by the Town.
- 2.4.9.5 All vehicles shall operate with headlights and taillights turned on while in service.
- 2.4.9.6 Service shall be provided to all orderly persons who pay the proper fare, if applicable, and comply with ridership rules and regulations established by the Town. Contractor shall not discriminate against any passenger on the basis of race, color, religion, country of origin, age, gender, sexual preference, or disability.
- 2.4.9.7 Contractor's vehicles shall not play music while servicing customers/riders.

2.4.10 Reporting Requirements. Contractor shall maintain and provide to the Town and/or Miami-Dade County with the following information each month:

- 2.4.10.1** On time performance.
- 2.4.10.2** Average vehicle speed, per rout.
- 2.4.10.3** Revenue miles.
- 2.4.10.4** Revenue hours.
- 2.4.10.5** Number of incidents.
- 2.4.10.6** Number of complaints.

2.5 PERSONNEL.

- 2.5.1** Contractor's dispatch personnel shall be bilingual for English and Spanish, and shall be trained for the special needs of elderly and disabled individuals. Dispatchers shall respond to questions concerning the service with courtesy, respect, sensitivity, and effectiveness.
- 2.5.2** Contractor's vehicle operators shall comply with the following requirements:
 - 2.5.2.1 Vehicle operators must have a medical examination certificate and pass drug testing. Contractor shall not allow any vehicle operator to operate a vehicle if the vehicle operator does not pass the medical and drug examination.
 - 2.5.2.2 Vehicle operators shall be trained in all operational procedures, including thorough knowledge of the service area street network.
 - 2.5.2.3 Vehicle operators shall be fully trained in defensive driving and vehicle handling.
 - 2.5.2.4 Vehicle operators shall be trained in the special skills required to provide transportation to the elderly and disabled individuals, including customer service, assisting elderly and disabled riders enter and exit the vehicle, operation of hydraulic wheelchair lift or use of a wheelchair ramp in order for disabled persons to enter and exit vehicles, and proper use of wheelchair harnesses.
 - 2.5.2.5 Vehicle operators shall assist passengers confined to wheelchairs in boarding and shall perform the tie downs.

- 2.5.2.6 Vehicle operators shall be trained to operate all types of vehicles (including reserve vehicles owned by the Contractor) in the service, wheelchair lifts and harness systems, and other equipment that they may be expected to use during service hours.
 - 2.5.2.7 Regularly assigned vehicle operators or trained back-up vehicle operators shall be available and on-time on a daily basis to ensure consistent and reliable service.
 - 2.5.2.8 Vehicle operators shall not take lunch hour or breaks inside or close by the Contractor's vehicles.
 - 2.5.2.9 Passengers must never be kept waiting, except for scheduled headways.
 - 2.5.2.10 Each vehicle operator shall have an accurate timepiece available and in clear sight at all times while operating a vehicle.
 - 2.5.2.11 Vehicle operators must have a thorough knowledge of and abide by all traffic regulations.
 - 2.5.2.12 Vehicle operators shall be sensitive to ridership comforts, such as interior temperatures of their vehicle, cleanliness of their vehicles, etc.
- 2.5.3** Contractor's staff and vehicle operators shall be trained to understand and practice the high quality of customer service required by the Town. Contractor shall provide adequate customer service training to its employees and demonstrate to the Town that vehicle operators have attended and successfully completed customer service trainings.

2.6 MISCELLANEOUS.

- 2.6.1 Fares.** The Contractor shall operate the Shuttle Transit Services and On-Demand Transit Services at no cost to the riders, unless the Town, at its sole discretion, elects to impose fares on riders. Contractor's vehicle operators or staff shall not display tip jars or solicit tip acceptance, unless desired by the passenger for exceptional service. If the Town elects to impose fares on either Shuttle Transit or On-Demand Transit services, the Contractor shall collect such fares for the Town at no additional cost to the Town or riders.
- 2.6.2 Staff Uniforms.** Contractor shall submit staff uniforms to the Town for acceptance.
- 2.6.3 Road Supervision.** Contractor shall provide road supervision as required to monitor vehicle operators, vehicles, quality of service, and adherence to all established routes, time schedules, and/or response times, and respond to all emergency calls.
- 2.6.4 Branding and Advertising.**
- 2.6.4.1 Vehicle exterior branding and design will be provided by the Contractor to the Town for prior written approval. Once approved, Contractor shall install exterior branding/wrapping on vehicles. Maintenance of branding/wrapping on vehicles shall be borne by the Contractor. Contractor shall bear the cost of initial branding/wrapping installation. If the Town changes the Town branding/wrapping design, the Town shall cover the cost of production and installation.
 - 2.6.4.2 Contractor shall maintain a pleasant and aesthetic image and ensure the quality of life of its residents. Contractor shall have the right to solicit and sell advertising to be installed on

vehicles and negotiate advertising rates. Contractor, at its sole cost and expense, shall be responsible for the design, development, production, redesign, removal and installation of such advertising.

2.6.4.3 Contractor shall adhere to generally accepted principles of advertising in relation to good taste and truth in advertising. No advertising that is considered objectionable or offensive in its content or method of presentation shall be displayed.

2.6.4.4 Prior to installation of advertising, the Contractor shall submit advertisement content to the Town for review and prior written approval, subject to the sole discretion of the Town. The Town, at its discretion, may request removal of any advertisement it deems offensive, objectionable, or inappropriate. Removal of any and all non-compliant advertisement content will be removed within twenty-four hours after receipt of official notice from the Town.

2.6.4.5 Contractor advertising shall comply with the following requirements:

2.6.4.5.1 All advertisements accepted for placement by the Town must comply with Federal, State, County, and Town laws, ordinances, rules, and regulations.

2.6.4.5.2 No advertisements shall be permitted that advertise:

2.6.4.5.2.1 Unlawful or illegal goods, services, or activities;

2.6.4.5.2.2 E-cigarettes, tobacco, or tobacco-related products;

2.6.4.5.2.3 Firearms;

2.6.4.5.2.4 Sexual services, programs, or products;

2.6.4.5.2.5 Political candidates or political issues;

2.6.4.5.2.6 Competitive products for any Townwide exclusive sponsorship agreements; and

2.6.4.5.2.7 Alcoholic beverages, as defined by F.S. § 561.01.

2.6.4.6 No advertisements shall contain the words “STOP,” “LOOK,” “DANGER,” “DRIVE IN” or any other word, symbol, or displays designed to distract vehicular traffic.

2.6.4.7 No advertising shall contain material that is immoral, lascivious, or obscene, as defined in F.S. § 847.001; businesses engaged in any activity requiring the exploitation of minors, pursuant to Ch. 847, F.S.; or libelous material or material detrimental to the operation or goals of the Town.

2.6.5 Provision of Parking Spaces. The Town, at its sole discretion, may provide the Contractor with dedicated parking spaces or similar storage locations for the Contractor’s vehicles at a mutually agreed upon rate.

2.6.6 Exclusive Use. Contractor shall not enter into an agreement with any other party for use of equipment, personnel, or vehicles dedicated to providing the Services without approval from the Town.

2.6.7 Service Marketing. Contractor shall coordinate with the Town to develop a strategy and schedule for public outreach and marketing of Modified Shuttle and On-Demand Transit Services. The strategy should address both service launch phase and how to ensure continued promotion of the Services throughout the contract. The strategies shall be coordinated, reviewed, and approved by the Town.

Article III. TERMS AND CONDITIONS

Contractor is required to comply with the following terms and conditions:

3.0. PRICING.

The price schedule attached as Exhibit D to this Contract shall specify the Contractor's pricing and/or fees for the Services requested herein. The price schedule shall include any and all applicable taxes in the prices. The prices shall remain fixed and firm during the term of the Agreement.

3.1. LICENSES AND PERMITS.

Contractor shall secure any and all necessary and required licenses, certifications and permits to conduct the Services including, but not limited to, all Federal, State, County and Town licenses and Permits. All Contractor must provide the necessary documentation to demonstrate that they meet all applicable licensing and permitting requirements, including the following:

3.1.1. Licenses – Contractor must be fully licensed with all applicable and required licenses, certifications, and permits to provide the Services, including all Federal, State, Miami-Dade County and local government licenses, certifications, and permits.

3.1.2. Commercial Driver's License – Contractor must have valid Florida Commercial Driver's License necessary to operate the Services.

Contractor represents and warrants to the Town that it holds all licenses, certifications, and permits, including Commercial Driver's Licenses, ("Licenses") required by applicable law and by any other governmental authority or agency to perform the Services. Contractor represents and warrants to the Town that the Licenses shall be in full force and effect on the date of performance of the Services and further represents that it holds and will hold all Licenses throughout the term of the Agreement. Contractor shall provide the Town with copies of all Licenses and any additional permits that may be required for performance of the Services with its proposal and during the term of the Agreement.

Where the Contractor is required to enter onto Town property, public right of way or other property to deliver materials or to perform the Services as a result of a proposal award, the Contractor will assume the full duty, obligation and expense of obtaining all necessary approvals, licenses, permits, inspections and insurance required. The Contractor shall be liable for any damages or loss to the Town, property or person occasioned by the acts or omissions, or the negligence of the proposer, (or their agent) or any person the proposer has designated in the completion of the Services, as a result of the proposal.

3.2. INSURANCE.

3.2.1 Contractor shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary and noncontributory insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured on a primary and noncontributory basis. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent. Copies of Contractor's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory and the Contractor shall provide a waiver of subrogation for the benefit of the Town. The Contractor shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Project.

3.2.1.1 Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

3.2.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

3.2.1.3. Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

3.2.2. The Contractor agrees to indemnify, defend and hold harmless the Town from and against any and all claims, suits, judgments, losses, damages, executions and/or liabilities as to bodily injuries and/or property damage which arise or grow out of the Agreement or Contractor's performance of the Services required in this Agreement.

3.2.3 The Contractor shall also, upon request by the Town, provide copies of all official receipts and endorsements as verification of Contractor's timely payment of each insurance policy premium as required by the Agreement.

3.3. PERFORMANCE BOND.

Within 72 hours of issuance of Notice to Proceed, the successful Contractor shall furnish to the Town a Performance Bond in the amount of **Two Hundred Fifty Thousand and NO/100 (\$250,000.00)** for the period of the contract (to be determined at the time of award). The Performance Bond can be in the form of a Cashier's Check, made payable to the Town (Please note that Cashier's Checks will be deposited into an escrow account for the term of the contract); a bond written by a surety company authorized to do business in the State of Florida and shall comply with F.S. § 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written from a bank located in Miami-Dade County, be in the amount of the contract, and should clearly and expressly state that it cannot be revoked until express written approval has been given by the Town. The Town, to draw on same, would merely have to give written notice to the bank with a copy to the successful contractor.

3.3.1. Attorney's-in-fact, who sign the Proposal Bond and Performance Bond, must file with such Bonds, certified copies of their current power of attorney to sign such Bonds. All Bonds must be countersigned by an agent of the Surety licensed in the State of Florida, with a copy of the agent's current identification card, as issued by the State of Florida Insurance Commissioner, attached hereto.

3.3.2. Proposer must submit Bond forms attached hereto or such other acceptable bond forms as approved by the Town, in its sole discretion.

3.4. QUALIFICATION OF SURETIES.

3.4.1. General: The following requirements shall be met by all surety companies furnishing proposal, performance payment or other type of bonds.

3.4.2. Qualifications: As to companies being rated acceptable:

3.4.2.1. The Surety shall be rated as "A" or better as to General Policyholders Rating and Class V or better as to Financial Category by Best's Key Rating Guide, published by Alfred M. Best Company, Inc., of 75 Fulton Street, New York, New York, 10038.

3.4.2.2. The Surety shall be listed on the U.S. Department of the Treasury, Fiscal Service, Bureau of Government Financial Operations, Circular 570, (1982 Revision) entitled, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

3.4.2.3. All Surety Companies are subject to approval and may be rejected by the Owner without cause, in the same manner that proposals may be rejected.

3.4.3. Limitations: Bonding Limits or Bonding Capital refer to the limit or amount of Bond acceptable on any one risk. 1. The bonding limit of the Surety shall not exceed ten percent (10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on anyone risk (penalty or amount of any one bond).

3.4.4. Requirements:

3.4.4.1. Policy Holders Surplus is required to be 5 times the amount of any one bond.

3.4.4.2. The Agent countersigning the bond shall be a resident of Miami-Dade County.

3.5. COMPLIANCE WITH LAW AND OTHER REQUIREMENTS.

Contractor shall conduct its operations in compliance with all applicable federal, state, county and local laws in providing the Services required by this Agreement, including specifically, Chapter 316, "State Uniform Traffic Control," of the Florida Statutes; Chapter 30, "Traffic and Motor Vehicles," of the Miami-Dade County Code of Ordinances; and Section 13-24, "Identification on Commercial Vehicles," of Chapter 13 of the Town's Code of Ordinances. Contractor shall also assist the Town in complying with requests for information in connection with Section 29-124, "Special fund created; uses of surtax proceeds; and role of Citizens' Independent Transportation Trust," of the Miami-Dade County Code of Ordinances.

3.6. ASSIGNMENT.

The Contractor shall not transfer or assign the performance of the Services required by this Agreement without the Town's prior written consent.

3.7. ATTORNEY'S FEES.

If the Town incurs any expense in enforcing the terms of the Agreement, whether suit be brought or not, Contractor agrees to pay all such costs and expenses including, but not limited to, court costs, interest and reasonable attorney's fees (including paralegal fees) incurred through mediation, arbitration, or the appellate processes.

3.8. CONTRACTOR'S RELATION TO THE TOWN.

It is expressly agreed and understood that the Contractor is in all respects an independent contractor as to all Services hereunder, and that the Contractor is in no respect an agent, servant or employee of the Town. This Agreement specifies the Services to be performed by the Contractor, but the method to be employed to accomplish the Services shall be the responsibility of the Contractor, unless otherwise provided in the Agreement or by the Town.

3.9. DISCRIMINATORY PRACTICES.

The Contractor shall not discriminate against or deny service, access, or employment to any person on the basis of race, color, creed, sex, sexual orientation religion or national origin. The Contractor will strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida or the Federal Government.

3.10. TIME IS OF THE ESSENCE; DELIVERY OF SERVICES.

The Contractor acknowledges and agrees that time is of the essence in the performance and delivery of the Services hereunder.

3.11. CANCELLATION.

Failure on the part of the Contractor to comply with the conditions, specifications, requirements and terms as determined by the Town, shall be just cause for cancellation of the award, with the Contractor holding the Town harmless.

3.12. DISPUTES.

If any dispute concerning a question of fact arises under the resulting Agreement, other than termination for default or convenience, the dispute will be handled by the Town Manager.

3.13. TERMINATION FOR DEFAULT.

In the event of default by the Contractor, the Town may terminate the Agreement, procure the Services from other sources and hold the Contractor responsible for any excess costs occasioned or incurred thereby.

3.14. TERMINATION FOR CONVENIENCE.

The Town may terminate the Agreement, in whole or in part, for convenience upon thirty (30) days prior written notice to the Contractor. Upon such termination, the Town shall be responsible to the Contractor only for payment in accordance with the payment provisions of the Agreement for those Services rendered prior to and through the date of termination.

3.15. INDEMNIFICATION.

The Contractor shall indemnify, save harmless and defend the Town, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of any act, error, omission, negligent act, conduct or misconduct of the Contractor, his agents, servants or employees, in the performance of the Services pursuant to this Agreement.

3.16. SECONDARY/OTHER VENDORS.

The Town reserves the right in the event the Contractor cannot provide the Service(s) in a timely manner as requested, to contact the second contractor to perform the Services. If the secondary contractor is unavailable, the Town reserves the right to seek and obtain other sources.

As tasks and schedules are identified, substantial completion times will be mutually agreed upon between the Contractor and the Town.

3.17. PUBLIC ENTITY CRIME/DISQUALIFICATION.

Pursuant to Section 287.133(3)(a), Florida Statute, all proposers are advised as follows:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

3.18. NO CONTINGENT FEE.

Contractor shall warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure the Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making the Agreement. For the breach or violation of this provision, the Town shall have the right to terminate the Agreement, without liability, at its discretion.

3.19. PUBLIC RECORDS; CONFIDENTIALITY.

Contractor is hereby notified that all information submitted as part of or in support of this Agreement are public records subject to public disclosure in accordance with Chapter 119, Florida Statutes. If there is any apparent conflict between Florida's Public Records Law and this Agreement, Florida Law will govern and prevail.

Article IV. PAYMENT PROCEDURES

Contractor shall submit monthly Applications for Payment. Applications for payment will be processed within 30 days of Town approval of the Contractor's Application for payment provided all the terms of the Agreement are met.

Article 6. INTEREST Not Applicable

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have signed TWO (2) copies of this Agreement. At least one counterpart each has been delivered to TOWN and CONTRACTOR. All portions of the Contract Documents have been signed or identified by TOWN and CONTRACTOR.

TOWN

CONTRACTOR

Town of Bay Harbor Islands _____

ADDRESS

ADDRESS

9665 Bay Harbor Terrace _____

Bay Harbor Islands, FL 33154 _____

BY _____

BY _____

Maria Lasday
Print Name

Print Name

Town Manager
Title

President
Title

Town Clerk

WITNESS _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Exhibit A-1
SURF-BAL-BAY SHUTTLE PROPOSED SCHEDULE

Surf-Bal-Bay Shuttle Proposed Schedule

										Walgreens				
	Depart Surfside Publix	Haulover Underpass	Surfside Publix	Stella Maris	Surfside Publix	Saks Bal Harbour Shops	Bay Harbor Islands Library	NE 123 St. & Bisc. Blvd.	Arrive Target	Depart Target	NE 123 St. & Bisc. Blvd.	Bay Harbor Is. Town Hall	Bay Harbor Islands Library	Arrive Surfside Publix
Run#														
2										9:25 AM	9:32	9:39	9:47	9:55
1	9:00 AM	9:09	9:17	9:27	9:37	9:43	9:54	10:02	10:12	10:25	10:32	10:39	10:47	10:55
2	10:00	10:09	10:17	10:27	10:37	10:43	10:54	11:02	11:12	11:25	11:32	11:39	11:47	11:55
1	11:00	11:09	11:17	11:27	11:37	11:43	11:54	12:02 PM	12:12	12:30	12:37	12:44	12:52	1:00
2	12:00 PM	12:09	12:17	12:27	12:37	12:43	12:54	1:02	1:12	1:30	1:37	1:44	1:52	2:00
1	1:00	1:09	1:17	1:27	1:37	1:43	1:54	2:02	2:12	2:25	2:32	2:39	2:47	2:55
2	2:00	2:09	2:17	2:27	2:37	2:43	2:54	3:02	3:12	3:25	3:32	3:39	3:47	3:55
1	3:00	3:09	3:17	3:27	3:37	3:43	3:54	4:02	4:12	4:25	4:32	4:39	4:47	4:55
2	4:00	4:09	4:17	4:27	4:37	4:43	4:54X							
1	5:00	5:09	5:17	5:27	5:37	5:43	5:54X							

EXHIBIT B-1
SURF-BAL-BAY SHUTTLE ROUTE

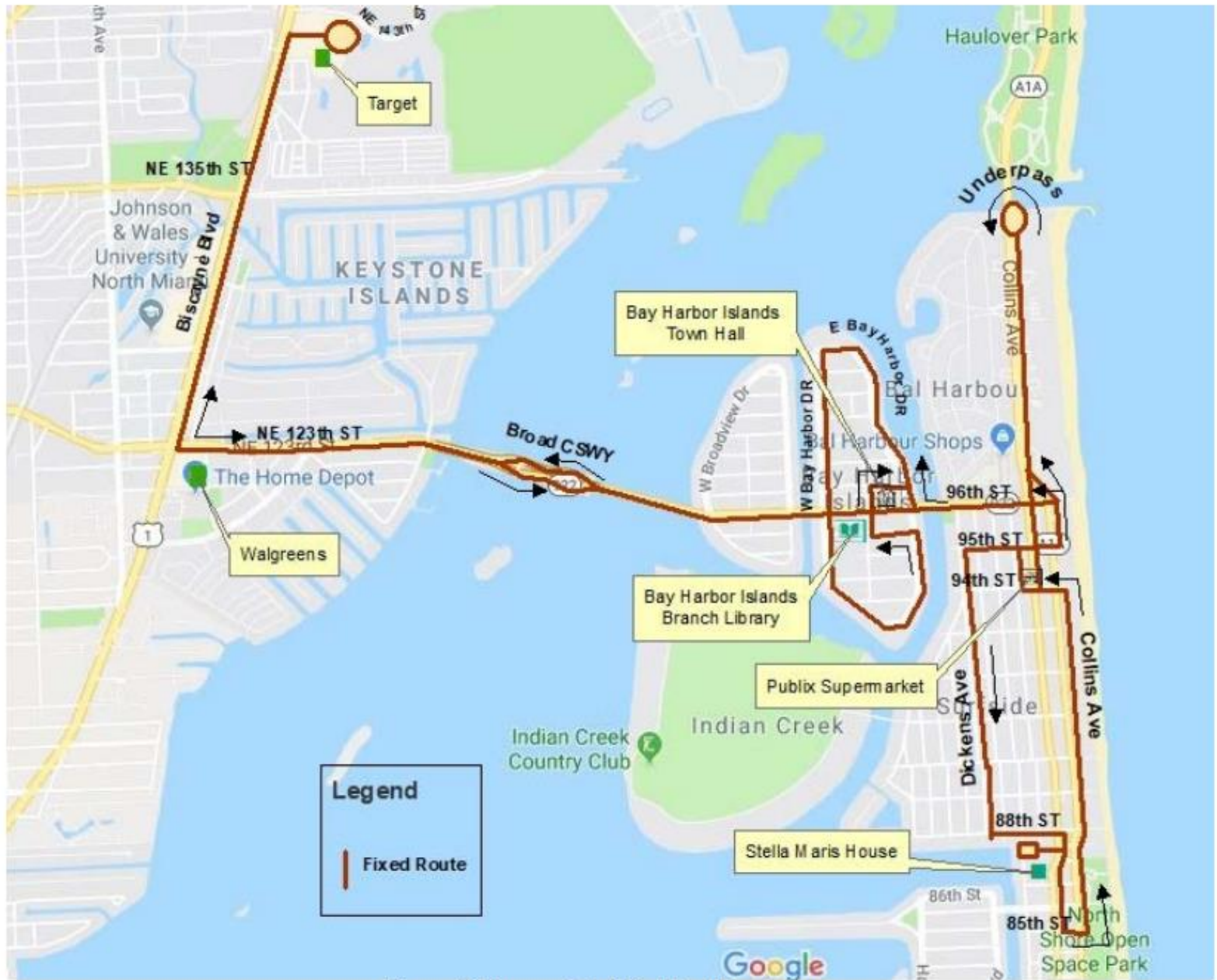


Figure 16 Proposed Surf-Bal-Bay Shuttle Route



Figure 17 Surf-Bal-Bay Shuttle Route: Blown-up Area

Exhibit C-1

On-Demand Transit Service Area

On-Demand Transit Service Area would go outside the municipalities. On the mainland, North to 151st street from Biscayne Boulevard and the future Brightline transit stop on NE 151st street to the Northwest, to the end of 151st street to the Northeast and South to Biscayne Boulevard to the Southwest and Sans Souci Boulevard to the Southeast. On the Islands, North to Haulover Park to the Northwest and Haulover Beach to the Northeast and South to 72nd street on Collins/Harding in Miami Beach from A1A South (Harding) to the Southwest to Ocean Terrace to the Southeast.

Areas completely included are the Town of Bay Harbor Islands, Village of Bal Harbour, Town of Surfside and Indian Creek Village.

Exhibit D

PRICE SUBMITTAL SCHEDULES

**PRICE SUBMITTAL SCHEDULE
SHUTTLE TRANSIT SERVICE COMPONENT**

Cost to the Town to Provide Vehicles, Maintenance, Storage, Security, Fuel, Personnel, Drivers, Insurance, and Operations:

	Town of Surfside Shuttle Section	Bal Harbour Village Shuttle Section	Town of Bay Harbor Islands Shuttle Section
Number of Vehicles Needed To Meet Weekday Headways			
Number of Vehicles Needed To Meet Weekend Headways			
Service Costs per Hour	\$	\$	\$
Total Cost per Week	\$	\$	\$
Total Cost per Year	\$	\$	\$
Cost, per additional hour requested by the Town (Extended rout Times)	\$	\$	\$
Cost, per additional mile requested by the Town (Rout Changes)	\$	\$	\$
Cost, per additional days requested by the Town (Additional Rout days)	\$	\$	\$

PRICE SUBMITTAL SCHEDULE
ON DEMAND ELECTRIC VEHICLE TRANSIT SERVICE COMPONENT

Pricing	Surf-Bal-Bay On-Demand Transit Service Area
Service Costs per Hour for airconditioned electric vehicle	\$
Service Costs per Hour for non- airconditioned electric vehicle	
Total Cost per Week	\$
Total Cost per Year	\$
Cost, per hour, for additional hours (before 9:00 a.m. and after 5:00 p.m.)	\$