

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 5, 2016

CALL TO ORDER: 9:00 a.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

1. Discussion and possible action regarding Town Manager Wasson's annual evaluation.

ADJOURNMENT: Approximately 9:45 a.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.



Date: April 11th, 2016
To: Honorable Mayor and Town Council Members
From: Ronald Wasson, Town Manager
Subject: Annual Manager's Review 2013/2014 (Updated 2015/2016)

As per my employment contract, (Section 2, Item 3), the Council evaluates my performance on or about my date of hire. Enclosed and submitted in this package is the following:

- Evaluation Report
- Manager's Report and Overview 2013/2014 (Updated 2015/2016)
- Manager's Contract

In the Manager's Report for the past two years and the upcoming year, I have included updates on all important matters and issues we have faced. I have also included the accomplishments of our staff and what we are working on this year and into the next year. As I write this memo, I continue to be very proud of everything we have done over these past years and look forward to finishing some of the things we started when I began my employment 9 years ago. When you all read through the report it is obvious a lot has been done and is getting done through staff efforts. Clearly we have more to do and it will be fun bringing whatever new projects the Council wishes to do to fruition.

As always I have to mention that I have the privilege of working with a very engaged and well informed Council; however I must say I do have the best managers and staff in the business. Their daily effort is to make Bay Harbor Islands the best place to live, work and raise a family. They make everything we do here a reality. I could not do it without them all.

Please read the Manager's Evaluation Report and at your discretion, return the evaluation report by Friday April 22nd, 2016, to the attention of Bridget Morin. The forms will then be collated and copies of all reports will be sent out to each Councilmembers prior to Managers Review Meeting which will be scheduled on Thursday May 5th, 2016 @ 9:00 AM at Town Hall Council Chambers.

Respectfully Submitted,

Ronald J Wasson
RW/bm
Attachments

TOWN OF BAY HARBOR ISLANDS

Town Manager's Performance Evaluation

DATE May 8, 2015 DATE OF EMPLOYMENT April 30, 2007
 NAME Ronald J. Wasson DEPARTMENT Administration
 JOB TITLE Town Manager SOCIAL SECURITY # _____
 REVIEW PERIOD: From May 2013 To May 2015 16
 TYPE OF REVIEW: ANNUAL ☒ PROBATION _____ OTHER _____
 SINCE LAST REVIEW: # of SICK LEAVE DAYS USED 0 # of ACCIDENTS SINCE LAST REVIEW 0

SCORING:

- 5 = Superior (consistently exceeds job requirements)
 4 = Excellent (above average, often exceeds job requirements)
 3 = Good (meets job requirements)
 2 = Needs Improvement (Comments required in comment section below)
 1 = Unsatisfactory (fails to meet requirements) (Comments required in comment section below)

In each section, circle the number (between 1 and 5) that best describes the Town Manager's performance.

SCORE	PERFORMANCE FACTORS	COMMENTS (if needed)
	JOB REQUIREMENTS	
5 4 3 2 1	Quality of Work (Overall presentation)	
5 4 3 2 1	Quantity of Work, Productivity	
5 4 3 2 1	Job Knowledge	
5 4 3 2 1	Drive, Initiative, Attitude	
5 4 3 2 1	Accuracy, Thoroughness, Workmanship	
	WORK HABITS	
5 4 3 2 1	Courtesy & Cooperation with Council	
5 4 3 2 1	Work Attitude Overall	
5 4 3 2 1	Adheres to Regular Work Hours	
5 4 3 2 1	Attendance	
5 4 3 2 1	Works Well Under Pressure	
5 4 3 2 1	Volunteers Over & Above	

SCORE	DEPENDABILITY	COMMENTS (if needed)
5 4 3 2 1	Responsibility	
5 4 3 2 1	Reliability	
5 4 3 2 1	Adapts to Change	
5 4 3 2 1	Accepts Constructive Criticism	
5 4 3 2 1	Requires Minimum Supervision	
5 4 3 2 1	Requires Minimum Instruction	

_____ TOTAL POINTS

_____ AVERAGE SCORE (Calculated by Town)

Summary Of Town Manager's Strengths (where the Town Manager is performing to a remarkable degree):

Summary Of Town Manager's Weaknesses (areas that need improvement or which need more attention):

Any Other Information or Comments You May Wish To Include:

This report is based on my observation and knowledge. It represents my best judgement of the Town Manager's performance.

RATED BY: _____
TITLE _____ DATE _____ SIGNATURE _____

I certify that this rating report was reviewed and discussed with me. I further certify that I am aware that, should I disagree with the information contained in this performance evaluation, I have the right to respond in writing within 10 working days.

EMPLOYEE SIGNATURE: _____ DATE: _____

FOR OFFICE USE ONLY: Effective Date _____ SALARY INCREASE: _____ %

APPROVED: _____
Town Mayor's Signature Date

Town Manager Report 2013/2014

(Updated 2015/2016)

Community Enhancements Phase III Completion

Background: Community Enhancements for BHI began many years ago prior to my arrival, however due to lingering questions regarding sidewalks and undergrounding of electrical and communications utilities, the process had stalled and needed to be pushed again to complete a comprehensive overhaul of our roadways, drainage, water and sewer infrastructure and install new landscaping and lighting. Beginning in 2008 plans were approved and with an additional add on to replace and move all the rear yard water mains from behind homes and multifamily properties and place in our ROW. This project would dovetail with our electronic water meter replacement program giving the Town the ability to electronically collect water use information and bill customers accordingly saving time, money and man power. Over the course of the next several years, we have accomplished all of these tasks with the exception of installing the overhead lights on the East Island which was submitted and approved by Council in November 2014 and the installation of the water meters and water main along 96th Street on the West Island. (Note: The water meter/main project was completed in December 2014) On a positive note, the delay installing the overhead lights due to a protracted battle with Atlantic Broadband (ABB) over charging the Town to remove the old wooden poles, has resulted in BHI being able to consider new LED lighting technology which is substantially less expensive to install and uses less energy to operate.

Overall this project has brought BHI forward with better roadways, lighting, drainage and landscaping. We have seen a reduction of water loss due to unreliable water mains and the overall roadway appearance has been improved greatly.

Objective/Issue: This year we are planning to begin replacing approximately .one mile of roadway to keep our roadways looking good and performing up to our standards. We budgeted approximately \$256,000 dollars for that work. In addition to the milling, any defective or broken gutters will be replaced as a first phase of the project. The issue we have to consider is that with the increase of new building activity on both the East and West Islands, we need to be careful as to what roadways are selected. The plan is to work selecting the worst roads first with special attention to areas that are experiencing development or anticipating new development so a new road will stay in good shape.

SunPass Toll Conversion

Background: The Broad Causeway Tolling Operation has provided the funding needed to pay for and maintain the four bridges that connect BHI from the mainland to the barrier islands. Over the years, the toll plaza was rebuilt in the 1980's and in 2007, my first project was to expand the toll lanes going east and west bound to help alleviate increased vehicular traffic. The main issue was the collection of cash tolls from motorists who traditionally needed to make change; they wound up in non-cash lanes causing back-ups and traffic congestion. The BHI BayPass System (Transponders/Computer Systems) was

approaching the end of its useful life so a decision was reached to explore the possibility of utilizing the SunPass AET (All Electronic Tolling) for future tolling operations. After several meetings with SunPass and our consultant engineers from Atkins Engineering, it was deemed AET was in the best interest of the Town in reducing costs, easing traffic congestion and eliminating back office billing and accounting, transferring that responsibility to the SunPass back office. By all accounts, every phase of this process was positive but also came with unexpected issues which had to be resolved before implementation could occur. The main issue identified was changing the Florida Statute which would allow BHI to join the SunPass system. As this was being resolved in Tallahassee with the great help of Dave Caserta, our lobbyist, we moved ahead with securing a design and bid for the gantry system, securing the IT Company responsible for the computer and camera systems which would process the vehicular traffic for billing purposes. Once the change in the Florida Statute was secured, it was full ahead to install the gantry system and tolling equipment. (NOTE: It is my belief because we are a well-organized Town with a strong and supportive Council, the changes and work done by BHI actually helped MD County get their SunPass Conversion project completed. We started several years after them but completed the conversion at the same time) By all accounts the work progressed slowly but steadily. The gantry system and IT Housing was installed followed by the cameras and computer servers and hardware. After all testing of the system was complete; we switched over to the SunPass System in October 2014. To date we have had no service interruptions and all minor transmission issues have been resolved. As of the writing of this report, we have just reached the weekly revenue totals that existed prior to the project.

Other issues that were dealt with successfully were on the personnel side reducing/eliminating the workforce headcount. This was a matter that was handled with good communication and sensitivity to those persons who had worked with the Town for many years. A severance package was developed with a financial, medical insurance and referral service for individuals who would/could not be absorbed into the Town staff. One of the priorities was to keep as many of the best employees with the Town from the Toll Plaza Staff as possible. To that end, seven full time employees and three part-time employees were retained and are doing a great job. (Bridget Morin, Assistant to the Mgr., Alba Chang, Recording Secretary to the Clerk, Sergey Koretko and Grant Grimsley, DPW general service)

Issues:

1. **Demolition:** Toll Plaza Building did take what seemed like a very long time and became an annoyance due mostly the unsightliness of the property. The problem stemmed from the fact the electrical wiring supplying power to the Toll Plaza, Hwy. Lighting, the Gas & Service Station and the Bridge was very complicated. New electrical diagraming and panel had to first installed and then transferred to the new service panel. During demolition, the hwy. lights were knocked out several times which made it necessary to move more deliberately or I was concerned we would interrupt power to something more critical. Currently, the roadway has been restored and accepted and we are now working on completing the landscaping portion of the project. Grass and irrigation will be the largest part of the project, however we will be moving some trees and getting the area ready for a future entryway signage feature. Currently, we are working on a presentation of a possible design feature for an upcoming Council meeting. Expectation

is that the Toll Plaza area will be sodded and finished by the end of May.

2. **Financial:** There have been concerns the toll revenue would be affected negatively after the conversion, however after about 3 months we have seen the revenue numbers come in consistent with the pre-conversion revenue numbers. Going forward, once the current FDOT project and the BHI Bridge Rehab Project are completed, we are optimistic we will see revenue increase. The cost saving from the reduction of employees has given the Town a good buffer if toll revenue had fallen off. Thankfully, that has not been the case. I will be able to give a better forecast of future revenue after we get a good year under our belt.

2016 Update: The concerns regarding revenue generation thankfully have not been realized; even with the extensive construction work being done to the ICW Broad Causeway which requires restricting vehicular traffic causing delays to motorists. The electronic tolling equipment and computer infrastructure has been working with no interruptions to service and collections are being handled as expected by Sunpass. Going forward I will be recommending increasing the 3rd axle charge for larger trucks and vehicles from \$1.50 per axle to \$5.00 per axle. This should reduce the amount of heavy truck traffic coming over our bridge system, effectively reducing wear and tear on the bridge while still maintaining revenue to the Town. The last item to be completed on the Causeway Sunpass Conversion Project will be to relocate several light poles which are not effectively being utilized because of the new roadway layout. This work will be done over the next several months. Note: Council approved the increase of the 3rd and additional axle rate to \$5.00 at the April 11th Council meeting. It will take about 45 days to go into effect.

BHIICW Bridge Rehab Project

Background: BHI is connected to the Florida mainland via a series of four bridges; West Relief, ICW Bascule, Waterway and Indian Creek. These bridges are all regularly maintained for service and we generate a capital project repair schedule based on an annual engineering report supplied by our bridge engineering consultants Hardesty and Hanover. Since 2007, the bridges have been repaired and maintained on a regular schedule; however the bridge needing the most work has been the ICW. We have completed two major projects on this bridge in the amount of 2.8 million dollars. The entire underdeck of the bridge was repaired for spalling of concrete. That project took approximately 2 years to complete. The second project was the replacement of the sidewalk/handrail and light system on the

bascule span. That project took approx. 15 months to complete at a cost of \$650,000. There were also several smaller updates such as the class 5 finish which was applied to the walkway retaining walls.

Because of the age of the bridge, it was becoming apparent a major rehab should be considered to keep the bridge in serviceable condition and get another 25 to 30 years of service. The cost of a new bridge would be in the area of 120 million dollars. Thankfully after doing an exploratory engineering survey, it was determined the ICW was worth the investment so the process of designing and planning for the renovation began. After approximately 2.5 years of planning and developing the construction plans, M&M Marine Engineering was awarded the contract of \$14,000,000 to make the following repairs;

- Fully replace the bascule deck span
- Fully replace handrails n/s walkway sidewalk
- Replace traffic control gate arms
- Replace submarine power and control cables
- Rehab Bridge Tender/Generator Building
- Rehab of all support columns
- Provide electrolysis protection to underlying support steel
- Replace all lock bars, drive units and mechanical systems including breaks and electrical systems
- Paint all exposed steel structure

As the planning and engineering was going forward, it was estimated this project would cost approximately 10 million dollars. When the bid submissions were opened! The bid prices were significantly higher. (13.5 to 15 million dollars) Thankfully, we had planned for a contingency fund and then added another million from FDOT funding adding 1 million dollars for the project. **Special Note:** The FDOT funding was from the result of two years of lobbying by the Town Council and our legislators understanding the importance of this project

Issues: The project began just after January 1st, 2015 and is expected to take approximately 18 months to complete. So far there have been no major issues and the work is proceeding on schedule. The coordination of all the subcontractors has been very good. In a project of this magnitude, it was expected to find additional work outside the scope of the project which would need to be addressed during construction. So far we have found the following which has resulted in additional work which must be performed;

- **Heat Straightening:** CO#1 (\$100,000) Required because of earlier boat accident with the Yacht Rockstar. The main North Girder was bent as ~ result of the collision and will be straightened before installation of the new lock bar equipment.

- **Trunion Pull Test:** CO#2 (\$2,500) Required because of Rockstar accident. This test was required to make sure the anchor bolts were not affected and still serviceable for bridge operation. The test showed no damage to the trunion anchor bolts.
- **Bridge Lock-Bar Shimming:** CO#3 (\$7,800) Required due to excessive movement in the leaf spans which could cause damage to the steel. This was related to the Rockstar accident.
- **Support Plinth Rehab:** CO#4 (\$275,000) When removal of concrete began to expose the supporting "H" Steel support columns, there has been a greater amount of deterioration than was originally expected. The deterioration on eight of the columns were greatest near the roadway supporting plinth which require special support bracing to be installed and the replacement of rebar and concrete to support the roadway girders. While this was not the best news for the project, it is good the advanced deterioration was discovered, is being removed so we will now have a much safer and stronger bridge as a result. The worst deterioration so far has been where the roadway closest to the water.

It is expected that going forward we will likely find additional issues that only will be discovered as concrete is removed and unseen areas are exposed. It will be our challenge to keep the project on schedule and moving forward without delays. Most of all, we will try to keep bridge closures to a minimum and keep traffic interruptions down to a reasonable time frame. Our contractor is being very cooperative in keeping the staff notified of any bridge activity which could impact traffic and cause delays.

2016 Update: As I write this update we are expecting to see several more change orders (CO's) from the original quantity estimates due to need to replace much more delaminated/deteriorated concrete on the roadway support structures. At the February Town Council meeting the manager reviewed all the change orders to date which included 3x CO's resulting from the "Rockstar" accident from 2014. **Note:** These CO's were covered by BHI bridge insurance. 3x CO's were cost reductions/credits to the Town and the remaining were to pay for additional steel, concrete and metalizing the support structure of the bridge. We are expecting additional concrete quantity costs of approximately 2 million dollars. This material was required to replace the deficient concrete and to make the bridge safe. All other scheduled repair and replacement of old bridge systems are going as expected and we do expect to reach substantial completion of the work at the end of August. As the work continues, we hope there will be no more surprises and unexpected repairs.

Operationally the bridge has had several electric related problems causing traffic delays. These are being monitored and the Police Department is always ready to implement the emergency traffic plan in the event of an unplanned bridge closure. Thankfully that has not been the case. The main issue we have encountered for the increased vehicle traffic is due to more volume. Once the bridge work is completed, even the increased volume will not cause unreasonable traffic delays.

Finally, the last issue we will be monitoring closely will be the ongoing maintenance of the bridge with special attention to concrete delamination. (Spalling) In addition to the normal yearly engineering report which includes a full structural inspection of the bridges looking for potential delamination issues; we are going to be contracting with a bridge engineer inspector who will do weekly inspection of all the mechanical infrastructure of the bascule spans to ensure we are ahead of any possible problem before it can become a major issue. It is always important to realize that there is going to be maintenance costs every year to keep the bridge fully operational and working 100%.

Scott Winters Park

Background: The 98th Street Park, (Scott Winter's Park), land was purchased in 2007 for 3.7 million dollars. Over the next several years the park was maintained and improved with fencings, grass and a walking path. Additionally, a dog park was included in the park layout which remains to date, a very popular feature. Due to the economic downturn in the economy, the Town was limited in what resources we could spend on making improvements and overall enhancements. The Parks and Recreation Committee worked for several years to come up with a design plan which when funding became available, could be implemented. In 2014, the Council set aside \$650,000 to implement a plan to enhance the park with two child play areas for different age children. Also included was a shaded picnic pavilion as well as a splash pad water feature. Perhaps the most debated feature was including male/female bathrooms for the residents. The project was bid and after some modifications to the bathroom structure the project began to go forward. During the time the park was being constructed, it was suggested we name the park for a former BHI Police Officer was killed in the line of duty in Palm Beach. The Officer, Scott Winters was a former resident and Ruth K Broad Elementary School student so it was very fitting to name the park after Scott.

The opening ceremony was held on March 8th and well over 200 people attended the park ceremony. Fellow officers who knew Scott Winters were in attendance which made it a very touching and beautiful celebration.

Issues: The project took approximately 10 months to complete because of the redesign of the bathroom facilities. This was done to keep the costs to under the budgeted amount of \$650,000. In the redesign, additional trees were added for shading and better irrigation was included to ensure the grass is properly watered.

- **Grass:** The selection of Bermuda Sod offers a much higher grade grass which will require higher than normal maintenance. Some of the areas of the open field need to be leveled. Brickman will accomplish this through sanding and aggressive turf maintenance. The irrigation heads and locations are being changed to allow for greater water coverage. The grass will be closely monitored going forward.
- **Park Use:** The Park so far has had tremendous attendance so far with the water splash pad being the most popular attraction. The children truly have a great time

running in and out of the water cooling off. Unfortunately, with that amount of use we can expect the regular maintenance costs to be higher for the landscaping and water feature.

- Note: After a few weeks of use the water feature splash pad controller needed to be replaced and moved into a more secure location. Additionally the water valve manifolds were relocated above ground for better servicing and protection from the elements. The splash pad had to be modified to allow for better drainage which was completed. Lastly, additional shade trees, ground landscaping and walkways were added after we received recommendations to make the park better and more enjoyable. This work has been completed.

2016 Update: Scott Winters Park continues to be our newest and most popular park with families and children in BHI. There have been several landscaping improvements for additional shading and creating walking paths connecting more heavily used areas to each other. One major decision was to deploy a full time park supervisor to be at the park at all times. We experienced some damage to the fences and landscaping by children who were not aware of our basic park rules. Once the new landscaping was installed and new park supervisor on site, we have a dramatic change in the cleanliness of the park and less inadvertent damage to the landscaping. **Note:** While the RKB K to 8 Elementary has been under construction for their new artificial turf field, we have been utilizing Scott winters Park as an alternative site for our soccer and flag football programs. I expect this park to continue to be one of our best park assets. Additionally, the fence along 98th Street continues to be an issue because soccer balls strike the fence and damage the posts. We will be seeking to replace the fence with a stronger and higher grade option that will stand up to the soccer players and keep the balls from going into the street.

Community Center

Background: Bay Harbor Islands has wanted a Community Center for its residents for many years. There was a time in the past where the current building department is located; the Town had a Community Center which was geared to younger children. Because of the location and possible lack of participation of the town, that function was eliminated. In 2007 when planning began for the 95 St. Parking Garage, it was suggested we include space for a Community Center. Over the next 2 years, between bringing a MD Fire Station into the facility and deciding just how large of a Community Center was needed, the actual plan of the garage space changed several times. The Parks and Recreation Committee and residents gave valuable input to what they felt should be included in the plan. Additionally, there was interest in getting the MD Library System to place a small library in the space which could be integrated into the Community Center creating a shared space where learning and community could come together and fully use the space to its greatest capacity. It was the opinion of the Council and staff that having a full service library would bring something special to the Town as an

additional service for residents. Staff did initiate meetings with the County Staff at the Library which was very positive. BHI brought preliminary design plans to the Library meeting so as the design of the Community Center was developed, the Library could have input on what would work for them to bring a library into the new space. It should be recognized that during this time economic conditions throughout Florida and the Country were terrible and impacted BHI and all aspects of government. So for reasons of budget, it was not certain if the MD Library System could bring a new library into BHI. Also, during these very difficult budgetary times, MD County held hearings to review then entire MD Library System to determine if they could reduce the number of physical libraries and still deliver quality service. Because BHI was and still is interested in having a library component in the Community Center, we had our designer also present at our meeting so we could move forward with our Community Center and build into the design space for a library with the hope in the future a library could in fact be built~ In the meantime, the proposed library space in the Community Center will be used as a learning area for reading, tutoring and other educational activities.

Coming to the present status of the Community Center Project; we have had several Council meeting in which the design was finalized and ensured the lighting design would be adequate for interior spaces. Also several other suggested improvements were added such as covered walkways from the parking garage and covered outdoor seating areas. The estimated cost for this project is approximately 1.5 million which was supplied from our design engineers Stantec. Normally a project of this size would be bid out and the lowest responsible bidder would be chosen, however to ensure this project would be done quickly and on budget, it was recommended to use "Design Build" method of construction. As of the writing of this report, the materials to be utilized are being evaluated for cost but the budget for the project is 1.5 million dollars. Note: The BHI Council through lobbying efforts secured a \$500,000 grant to be used for this project which will ensure we can build this project to the expectations of the Community. The expected completion time for this project will be in January 2016.

Issues: The Community Center will be the first significant town project that will grow the need for additional personnel. That is a consideration the FY2016 budget will have to deal with. There will be a need for staff to be present always when the Community Center is opened. Security and maintenance will some of the new areas we will need to address. Please know this was an expected area where growth in personnel would be seen. The Town decided last year to fully invest in developing and operating a recreation program after the retirement of the PAL director. I will address Parks and Recreation personnel later in this report.

2016 Update: The Community Center (CC) has begun construction which incorporated several suggested modifications by Council and plan designer. As of the writing of this update, the Council has joined the MD Library Taxing District which would make the BHI Community Center a real integrated facility opening up the Town to a fully operating lending library and all the programs that come with the County Library System. Additionally, specialty programs tailored to the BHI community will also be developed as the Library comes online and we see what specific needs are identified. There was an increase to the budget of \$500,000 which has brought the entire cost of the project to approximately 1.9 Million dollars. (Note: \$500,000 dollars is coming from a state grant) We expect substantial construction to be completed by

August/September 2016. The work is currently well under way with the installation of the foundation work for the covered walkways and plumbing for the kitchen and bathrooms.

Parks & Recreation

Background: BHI began a standalone Parks and Recreation Department last year when the SURF/BAL/BAY PAL program came to a close when the director retired to pursue other career opportunities. The Town did try to continue a joint PAL Program but it became clear there was minimal support for that from the other towns so it was decided to create a program that would continue offering much of the same programming, offer a summer camp and after school care component. The new director selected for this undertaking was Regine Choute who was well known for her excellent work with the Managers office, organizing special events for the Town and handling many of the programs we added to our town programming. (Such as Senior Tai Chi, Senior Computer Classes) As with most start up programs, we hit a few bumps in the road but they were mainly trying to integrate the former PAL (instructors into the BHI Program. There was a lot of "That's not how we did it in PAL" kind of issues which needed to be ironed out. Over the course of the summer when we ran our first summer program, the teachers realized we had to operate with more accountability from every aspect of the child going through the program. Getting younger kids from their school classes to their BHI Program classes had to be done with child safety in mind. Over the course of this school year several adjustments to staff were made enhancing the supervision of our staff greatly. We added a new basketball coach and athletic director to the staff which has allowed more time to focus on the programming and working on creating the best experience for the kids as we can provide.

When the PAL program ended there were approximately 210 kids in the program. Today the program has 265 children. Additionally, the Basketball Team went undefeated and won their division championship, our Cheerleaders won their last completion by coming in first place and our Football Team won their league division championship. On May 17th, we are hosting our first awards breakfast at the Sea View Hotel and we are expecting almost three hundred children and parents. The one thing that has made our program successful is our decision to include children from all our surrounding communities and not overcharging out of town participants. This decision has allowed children to stay together with their friends which make a difference in the experience. In this summer camp which is in the final' planning phase, we expect to see about 80 to 100 children, which is a big increase in enrollment. We are interviewing for seasonal camp counsellors and junior counsellors. The junior counsellors will be HS students and those who show promise will hopefully be our senior staff counsellors in the future.

Historically, Parks and Recreation Departments run financially in the red. With this new Department, I am trying to establish a system which breaks even so we do not create a big financial drag or obligation on the residents. Our program pricing is very competitive and judging by demand, we are below most of our neighboring communities. So far we have remained revenue neutral and we will continue to work towards that goal.

Special Note: This year we added two events that were new for BHI, a Halloween Parade and a BHI Snow Day. Both events were very successful in both attendance and resident feedback. The costs of putting on the events were reasonable. This year however I expect to increase the budget for these events due to anticipated increased participation of residents.

Issues: This year we will see the new BHI Community Center come on line. We expect to move the Parks and Recreation staff into that location, but it will also require expanding the staff by several positions mainly to deal with maintaining the new space and providing for onsite personnel for activities and security. At this time I do not have a hard number to work with but a minimum of 3/4 persons can be expected. Normally, I like to add personnel as demand is increased or we can see a long term need develop for a new employee. This will be addressed during the budget process. .

2016 Update: The Parks and Recreation Department has done an outstanding job creating a wonderful recreation and park program, taking over where our PAL program left off. All the existing programs were carried forward and improved. We are currently servicing over 280 children which is a significant increase from last year. The Department is running zero deficits with a small operating surplus. We are working currently with RKB Elementary School getting our 2016 summer program ready for implantation in which will include field trips, pool days and various athletic and game activities. This year RKB is planning on doing their own summer program focusing on academic and game activities. We are coordinating with the school so there is no duplication of activities. We plan as always to keep our pricing as reasonable as possible to keep the best instructors and staff available for residents. We are very excited about the upgraded field with the new artificial turf. This improvement will dramatically improve the safety for all the children giving them a great field free from rocks and stones. **Note:** Perhaps consideration should be given to exploring a "field turf" option for the Scott Winters Park. We will look at this during budget development.

Police Department

Background: This year marks the second anniversary of Chief Hemingway taking over the reins of the BHI PD. One thing became very obvious from the outset, Chief Hemingway believes in a hands-on approach in dealing with department issues and well as interacting with residents and various police agencies. He has been very proactive setting up goals for bringing our officers to a higher level of professionalism through training, mentoring and being on the street leading by example. One of the true benefits of living, working and raising a family here in BHI is the knowledge it is one of the safest places in Florida. The crime rate is extremely low with domestically related crime being the most prevalent. Other notable types of crime have traditionally been seen here is vehicle related property theft where property is taken from unlocked autos. Often, these crimes occur randomly and over short time periods. By quickly shifting patrol coverage and changing deployment tactics, arrests are made or the possible suspects are put on notice and the activity ends. Thankfully, violent street level crime is almost nonexistent, however the few cases we did have, arrests were quickly affected because of our investment in new technology; specifically LPR (License Plate Readers) Burglary is another crime which is not prevalent here but it does happen. Recently, two successful high-end break-ins occurred where the apartments on the East Island where entry was by force and large amounts of cash and jewelry were

removed. In both cases the security systems were bypassed and disabled and the residents were going to be away for extended period of time allowing the suspects to work undisturbed. The Chief, after exhausting all local investigatory leads, continued to proactively work on the case enlisting the help of surrounding departments and local media which lead to the identification of possible suspects and the additional information these individuals were operating all along the east coast from Dade to Palm Beach County. The use of LPR technology was helpful in developing more information linking these crimes to others committed outside our jurisdiction. We are hopeful a break in the case will occur and we can close this case with the arrests the perpetrators.

Over the past two years the following improvements and upgrades to our department have been implemented or considered:

- **Assault Rifle Program:** Officers wishing to be trained to carry a long gun (Assault Rifle) as part of their patrol equipment were given the opportunity to be trained and then purchase their weapon. The Town funded the initial purchase of the weapon and the officer pays back the cost of the gun to the Town from a payroll deduction. The weapon is securely stored out of site, normally in the trunk of the police car. So far six officers have been trained and turn out on patrol with this equipment. The need for this improvement was seen after observing many tragic situations across the country in where a deranged individual armed with heavy weapons; caused multiple deaths to innocent people. The responding police officers often did not have the ability to face these suspects with similar types of weapons. Hopefully we will never have to use them but it would be in our best interest to be ready. Additionally, active shooter training with our neighboring departments is conducted regularly at Ruth K Broad Elementary School so we can react quickly should such an event occur in BHI.
- **Mobile Computer Program:** This technology improvement was a long time coming, however utilizing grant funding, BHI was able to purchase laptop computers for each officer and then outfit all the patrol vehicles to utilize the computers from their RPM's. (Radio Mobile Patrol) The officers can assess all crime data bases, run computer checks on individuals, warrant checks, vehicle checks for anything and also write their reports in their car, not having to come into the police station. The computers are linked also to our LPR system which will alert all the patrol officers when a vehicle comes into Town that is stolen, wanted for investigation or has some other alert associated with the vehicle.
- **License Plate Reader Program:** This program was initially begun three years ago when several of the surrounding communities looked into a possible joint venture of creating a zone utilizing this technology making a large electronic surveillance zone for keeping out stolen vehicles which bring in criminals into the area. Due to various reasons, many of the original communities dropped out, but BHI kept moving forward. Chief Hemmingway took over the project and saw the implementation of the technology. The first phase was to get the system installed and integrated with all of the various data bases in the state and country. The second phase is to install another array of cameras

throughout Town to make our defense even stronger. Currently, we are expecting the new cameras to be installed shortly. Over the past year, several serious crime events were solved directly as a result of having the LPR system identify the vehicle which lead us right to the suspects. Special Note: The SunPass Gantry and camera system is also utilized by our BHI PD to run plates against known/ suspected vehicle plates.

- **BHI Electric PD Vehicle:** This vehicle was bought from the Town of Indian Creek for \$500 dollars at the request of the Chief. He has restored the vehicle for approximately \$1,500. (A new electric car costs about \$10,000) The police use the vehicle at Town functions but it has been highly effective in getting police/resident dialogue started. This vehicle has really been a very successful in having our officers interact with residents. We are exploring getting another electric vehicle for the Town use.
- **Automated Vehicle Tracker:** This technology has been around for a while, however utilizing the vehicle tracker we can better deploy our resources and ensure we are patrolling all areas of BHI consistently and where our presence is needed. The vehicle tracker does more than just tell where the patrol car is, it lets you know where it has been, how fast it travels, when it leaves BHI, regular maintenance and if there is a problem with the car it alerts the driver and the program monitor to ensure the vehicle is fixed. As we consider take home patrol vehicles for the officers, the tracker would be essential for monitoring the vehicles. Lastly and 'most importantly, if something were to happen where an officer were incapacitated for any reason, we would alerted where the car is. **Note:** If a patrol vehicle is parked or stationary for a predetermined amount of time, dispatch is alerted and the officer is called over the radio.
- **Youth at Risk Program:** This program was started after BHI started our own Park and Recreation Department. Because the BHI PD was involved as a PAL prior to our program, Chief Hemingway, working with one of our councilors, began this program to target teenagers who were identified as problematic and in need of supervision or what we consider guidance. Mr. Harris, has been working with these youngsters showing them what can happen if they break the law. Visits to police facilities, juvenile detention facilities, the MD County jail system to show where they could possibly wind up if they are not careful. In addition to visiting police facilities, they attend activities outside of school. So far we have eight children in the program.
- **Police Explorer Program:** Police departments started this program to give younger adults who were interested in law enforcement exposure to policing and a view of what a career in policing is about. They go to an Explorer Academy and after approximately three months graduate and work with our officers doing volunteer work such as helping With traffic details, crossing children at school and working in administrative jobs within the station to name a few. BHI PD started our first Explorer post working with Surfside and Bal Harbour Police Departments. Chief Hemingway took the lead organizing the Explorer Post and getting children into the program. BHI already graduated three explorers.

- **Community Policing and Crime Watch:** Both, residential and multi-family dwelling security and crime prevention surveys have been implemented and are now being offered to our community. A team of CPTED (Crime Prevention Through Environmental Design) certified officers will conduct surveys on any home or condominium building and offer professional advice relating to the hardening building and surveillance equipment security. Additional topics such as fraud prevention and diversion crimes will also be covered as we have experienced these types of crimes in the past few years. In fall of 2015, the BHIPD will begin offering Crime Watch meetings and a limited citizen on patrol program for carefully vetted residents.
- **Dog Registration:** BHIPD has implemented the Dog registration program. Residents are now able to bring a photo of their dog to the BHIPD and receive a free registration tag. This will help our officers identify the pet and prevent the dog to be sent to Miami-Dade Animal Control.

2016 Update: The BHI police department continues to move forward in all aspects of improving policing in BHI by being proactive and engaging the residents to be more careful in their daily activities. While we are still at risk for crime to occur, reductions in crime have been realized once again making BHI, already once of the safest places to live, work and raise a family in Florida, even safer. Chief Hemmingway has continued to enhance the police station installing new floors, updated the locker facilities and detective, administrative and executive offices. The officer muster room has been refitted with new desks and chairs for training and new TV monitors have been installed to allow the police officers to see and read the latest crime information and police policies and updates as they became available. Training has been also enhanced this year to include active shooter training and dynamic entry in emergency situations. It is hoped this year we will be able to enhance the police and all town vehicles with GPS Tracker technology to give administration and managers the ability to better utilize our resources to make BHI safer and reduce vehicle costs. I hope to have this to the Council for consideration this year.

This past year, the Chief was able to promote to captain, Sergeant Lindsley Noel and making with the second in command. Captain Noel has proven himself to be a great asset to BHI and the Department and this internal promotion a wise choice. The Chief, along with Captain Noel and Detective Murado, closed one of the largest organized criminal burglary rings in South Florida history connecting several high end burglaries with other seemingly unrelated but similar type crimes throughout the eastern part of the state. After connecting the crimes, getting all the other police agencies involved, arrests were affected closing down what had been a very sophisticated crime operation.

Lastly, this year the Department has revamped all aspects of the policing model as it related to standards accepted in Florida through the accreditation process. Over 280 policies, procedures and internal measures have been updated, enacted or put into place to make BHI one of the smallest departments to get this award. The Department has just passed the first assessment and will go through the most stringent assessment for accreditation later this year. The reason for this accreditation and to be recognized is to show BHI is adhering to all the

accepted best practices of policing and to show we have a professional police department.
Note: As of April 14, 2016, the BHI Police Department passed the initial accreditation inspection and will be recognized by the Florida State in October 2016.

Other Issues:

Code Department: I have added this to my report because I have been approached several times by different people from the Community over the past several months who feel we need more code enforcement and some who feel we have too much code enforcement. Additionally, it has been mentioned by several residents at recent Council meeting. I do realize that having adequate personnel to perform a job task is important and in this department critical considering the activity of building in BHI. Over the past several years I have had issues with employees in this department, one which resulted in termination. At that time Evelyn Merizalde was reassigned from code secretary to code officer. Immediately I received good feedback from residents. To me the most important thing to consider was having someone who wanted to be active, be fair and consistent with residents and get people to follow the code without having to write violations. Over time it became clear that the physical location of the code office was disadvantageous to supervision and getting the most from both officers. When comparing work product, one code officer consistently outperformed in activity and performance evaluations so when it was decided to relocate the office to the main floor, there was no need to keep two officers. While not provided for in this report, when reviewing code department activity, Officer Merizalde has produced in 6 months, (Courtesy Violations, Violations, Fines collected, etc.) more than the entire prior year of both officers put together. I base my decision to make this change on several reasons: first is the physical location of the office. Logistically, from a supervisory point of view having the code officer in the main office is beneficial for faster communication of resident complaints and for follow-up. Also there is more work conducted overall. Secondly, Marlene had discussed this change several months earlier and could show there would not be a need for two full time officers in this new configuration. When developing this plan, the police department was asked to be more vigilant and attentive to certain code issues when the code department is not working; primarily construction related activity. It should be understood that the police department have always been tasked with enforcing code related violations and this kind of work does not in any way detract from or decrease their effectiveness in patrolling BHI for criminal activity. Having the Police monitoring all our active construction sites shows everyone, especially the construction workers, they are being monitored. Just to be clear, once the ground rules are established, compliance to the issues which upset most residents are being followed. (Working to early/late, not keeping the area clean, dirt/garbage in the street, unscreened toilets, unsecured work sites, uncovered dumpsters)

Note: Our Code Officer does work on Saturdays. We normally kept to a non-regular schedule so as not to be predictable; however we have gone to every Saturday.

As you are aware we have pre-construction meetings with all developers before work can begin on a new project. They include all of the staff, particularly Police, Building Department, Administration and Code. The developer, owners, On-site supervisor are all brought up to speed on what the rules are

what to expect from us if they are not followed. We have now started to require pre-demolition meetings to also ensure the demolition companies know what the rules are what to expect if they do not follow them. These meetings are extremely useful for everyone and make compliance much better.

2016 Update: This past year we have moved receptionist Sherri Griffen to the Clerk's office to act as recording secretary and also assist the Code Department with preparing cases and the associated paperwork that is included filing violations for the Town. This arrangement has proven to be successful in that Code Office Evelyn Merizalde is freed up to do more inspections.

Development: Overall new construction projects on the East and West Island have been strong and will likely continue into the new year. This has been good for the Town in many ways; however with new construction comes the aggravation of noise and just the general annoyance of having a project being built. It was not long ago the Council was trying to figure out ways to help interest to develop projects and construction because with it comes higher property values and tax revenue. Currently we have become a very desirable location for business and residential development. In 2006, many projects were approved but because it takes up to two years to get a project to fruition, the economy by 2008 made going forward financially impossible and many of these projects were not completed. One of the good things to come from this new interest in BHI has been the development of much stricter building parameters and code enforcement. The construction sites are better supervised, cleaner and follow our rules. That is not to say there are times people will try to get away with something from time to time; but overall the builders have responded positively to the increased scrutiny. The Council has revised the code several times to enhance the design, scope and scale of the new projects: Floor to Ceiling Heights were increased, Side Set Backs on multi lot projects increased, Density of Units per acre decreased, Visitor Parking and Drop Off requirements were added, 20% landscaping coverage in addition to the already existing two parking spaces per unit make projects make BHI one of the most progressive in Dade County. As these new projects and homes are finished, we can expect our property values to rise and keep our millage rate going down. If the Council has reviewed the BHI Comprehensive Annual Financial Report (CAFR), it clearly states that the economic activity for development has given BHI a positive position in just about every fund we control. Taxable property value, building and impact fees and TOR sales have really helped the Town's financial position.

Historical Preservation: This is an area that could potentially be a very negative detractor for BHI from the point of view property owners could lose considerable rights to redevelop properties that are old or just not economically feasible to rehabilitate. The County Administration has taken, in my opinion, a very contrary view of how the Historic Preservation Board and Staff should operate and do their job. They have operated in semi-secrecy and have taken action without consulting with or reaching out to BHI Elected Officials and the Administration. Most of the information we have received has been from one-sided opinion/editorials in local media outlets. After meeting several times with County Staff, it was clear that Town input was not required and was not wanted. Having attended many of the HPB meetings, it is very obvious there is a definite slant to overlook or trivialize opinions which are not in agreement with the preservationist community. Many of the persons who have spoken in favor of making BHI a historical district do not live here or care about the financial impact this could have on our residents, property owners and property values, and not to mention their property rights. The HPB

recently moved to designate the BHI Continental located on 103 St. after hearing overwhelming evidence from owners, experts and residents they were against designation, the building was not significant enough to warrant destination and finally, the economic impact was devastating to the owners and not to mention the Town. Currently, the County HPB Staff is updating a survey of BHI properties on the East Island to include them as MIMO and be considered for either historic or part of a collection as a district. Many of the properties recently demolished have been done so because the lack of communication and true intentions of the HPB. Going forward, BHI will need to closely monitor the activities of the County HPB Staff and HPB, work with our County Commissioners and the Dade League to keep pressure on the "unfriendly designations" from occurring without proper notice and due process. Sadly, I know our Council has never stood in the way of anyone who wished to nominate their own property for Historic Preservation; they have just wanted the property owners to be involved from the outset and not at the end of the process.

2016 Update: This year there were several cases appealed to the MD Commission which ultimately overturned decisions rendered by the MD County Historical Preservation Board. The MD Mayor appointed a civilian committee made up from various persons throughout the County to review and make recommendations to the Mayor to better enhance the Historic Preservation Ordinance and process making it better for property owners and preservation. The BHI Historic Survey is still being compiled but it will not be fully completed until sometime in the future. Several meeting held here in BHI by the MD Historic Preservation Board and Staff, has helped with getting much needed information out to the community and reduce fear created by misinformation being put out in the community.

School Expansion/Construction: BHI Ruth K Broad Elementary School is planning to build new classrooms space over the existing basketball courts. The new building will have additional classrooms and handle the extra capacity of children of certain grades. Class size can be reduced which is beneficial and required by law. The basketball court will also be redone with new surface, seating and bathroom facilities and be covered which will be nicer for the players. The school is also working on a proposal to redo the field area in artificial grass. This will be a tremendous improvement to the facilities and allow for a much safer and nicer experience for the children and athletes' who will be using the field if it comes to pass. It looks very hopeful for now. The PTA is very involved and providing a significant funding infusion which makes this a strong possibility we will see this happen.

Town Hall Renovation: Since coming to BHI in 2007, the Council has had a long list of projects which needed to be addressed and completed to bring us up to date. Roadways, landscaping, parking facilities, fire department station, new park development, SunPass conversion, privatizing landscaping servicing, bike rental stations, street lighting, water mains, sewer mains, sanitary pump stations, infrastructure improvements, new recreational programs and opportunities for residents, rehabilitating the BHI bridge system, build a community center to name some the most important. That said, I have always felt the need to rehab Town Hall and add new space to our current location. Now that most of the larger and important projects are complete or nearing completion, I would ask that we now consider this project. There have been many ideas about the how and where to do this but due to the financial restrictions of the recent past, now is a good time to start planning for project. The current location of Town Hall (TH) I feel is the most appropriate place to remain for many reasons; most everyone knows

where TH is, it is centrally located and very walkable, the sanitary pump station and ejection wells and force main for the Town are located here, we have parking and storage for our DPW department to name a few. The need for rehab and expansion comes from the need to give the Police Department additional space for proper male and female locker room facilities, administrative offices and a detective office with an area to conduct interviews and interrogations. Additionally, we need to relocate most of the vital administrative offices, computer servers and records to a safer area preferably above the flood zone. After considering several options, the one that I feel works the best and will cause the least disruption to the Town Hall operations would be the following:

- Build a one story building over the rear parking lot where the staff and Police Department park now. This would yield approximately 6,000 sq. ft. of new space. The Clerk, Finance, Human Resource, Internet Technology, Town Manager and Code Office would be moved to the new space.
- The Police Department would then move into the old town hall main office which would be renovated into offices, locker rooms. The original police station would also get a face lift and renovated to function better as a police area for public and department activities.

I will address this proposed project during our budget process

2016 Update: A budgeted proposal was submitted to Council which would involve meeting with staff and various MD departments to develop a robust plan to rehab and add to the current BHI Town Hall location. The proposal included doing space allocation and site layout, building renderings, construction phasing and estimated costs. This process is the first real step to substantially update this facility in many, many years. This endeavor of this magnitude, like the community center, will take time to plan and several years to complete. The Council has decided to table this project at this time and carry it forward until next year and will decide at that time to do this project.

Finance: The financial position of the Town continues to be in excellent condition and improving steadily. The Council has made wise decisions in using town reserves and making provisions to replace those funds. For example, the Town used \$650,000 to build Scott Winters Park and is paying the reserves back on a ten year term. I always try to make decisions that are prudent and not make decisions for the short term. I try to do things once and correctly. When the Town took advantage of good pricing of the Community Enhancements Project and decided to upgrade the water system. We immediately saw positive improvement in water loss reduction and more accurate billing. I believe coming through the difficult economic times of recent years has made the Town more efficient and stronger. BHI did not have to borrow to pay loans or reduce the employee count to make ends meet. Our millage rate was effected but not to the extent of many other communities. The Town actually was able to take advantage of great construction pricing and double our capital projects. If there is a down side, now that the economy is improving and construction has taken off, we are seeing much higher prices for projects that we need to do. Thankfully, most of the larger and critical infrastructure work has been completed.

BHI also has strong purchasing oversight and a strong budget process which brings all our managers into the process. All expenditures are reviewed and discussed to determine the next years planned projects and what is needed to get the job done. Over the past several years, we have always operated in the black and increased the reserves by not overspending and watching the little things. This past year we are retuning \$600,000 to reserves. Going forward, we will continue to spend wisely and plan for the future by being careful and keeping to our spending plans.

In conclusion, this is just a brief overview of what the Town and Staff has accomplished over the past two years. It is really amazing how fast the time goes as it is budget time once again. It has been my distinct over the past 9 years to be the manager in BHI and work with a terrific staff and professional Council. If anyone has questions on any of the items I have mentioned here, please feel free to call me at your convenience.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is by and between the Town of Bay Harbor Islands, Florida, a Florida municipal corporation (hereinafter referred to as "Town"), and Ronald Wasson (hereinafter referred to by name or as "Town Manager").

WITNESSETH:

WHEREAS, the Town desires to employ Ronald Wasson as Town Manager of the Town of Bay Harbor Islands, Florida, as provided for in the Town Charter of the Town of Bay Harbor Islands; and

WHEREAS, the Town, through its Town Council, desires to provide for certain benefits and compensation for the Town Manager and to establish conditions of employment applicable to the Town Manager; and

WHEREAS, Ronald Wasson desires to accept employment as Town Manager of the Town of Bay Harbor Islands under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

Section 1. Employment.

A. The Town of Bay Harbor Islands hereby hires and appoints Ronald Wasson as its Town Manager, under the terms established herein, to perform the duties and functions specified in the Town Charter and the Town Code of Ordinances and to perform such other legally permissible and proper duties and functions as the Town Council shall from time to time assign.

B. The Town's employment of Ronald Wasson as Town Manager shall be effective on _____, 2007. This Agreement shall remain in effect until terminated by the Town or by the Town Manager as provided herein.

Section 2. Salary and Evaluation.

A. For the performance of services pursuant to this Agreement, the Town agrees to pay the Town Manager an annual base salary of one hundred and thirty thousand dollars (\$130,000.00) payable in installments at the same time as other Town employees are paid.

B. The Town will provide the Town Manager with the same cost of living adjustments that it provides to the Town's general employees.

C. Additionally, the Town agrees to increase said base salary and/or other benefits of the Town Manager in such amounts and to such an extent as the Town Council may determine desirable on the basis of an annual performance evaluation of the Town Manager. Such



evaluation shall be in such form as the Council deems appropriate and the first evaluation shall be conducted on the one (1) year anniversary of this Employment Agreement and, thereafter, on each annual anniversary of this Employment Agreement.

D. The Town's failure to conduct any of the scheduled evaluations shall not constitute non-compliance with any material provision of this Agreement

Section 3. Duties and Obligations.

A. The Town Manager shall have the duties, responsibilities and powers of said office under the Charter and Ordinances of the Town of Bay Harbor Islands. The Town Manager agrees to perform all duties and responsibilities faithfully, industriously, and to the best of his ability and in a professional and competent manner.

B. The Town Manager shall remain in the exclusive employ of the Town and shall devote all such time, attention, knowledge and skills necessary to faithfully perform his duties under this Agreement. The Town Manager may, however, engage in educational and professional activities and other employment activities upon receipt of approval by the Town Council, provided that such activities shall not interfere with his primary obligation to the Town as its Town Manager. The Town Manager shall dedicate no less than an average of forty (40) hours per week in the performance of his duties hereunder, spread over a five (5) day work week (Monday through Friday). The Town Manager also agrees to make himself accessible to the Town Council during weekends, if necessary.

C. In the event the Town Manager shall serve on any appointed boards or elected boards of any professional organization, or serve on any committees related to his professional activities, in the event any monies are paid, or gifts received, by the Town Manager related to such service, such money or property shall be promptly paid over to or delivered to the Town, unless otherwise provided by the Town Council.

D. In the event the Town Manager is unable to perform his duties for more than fourteen (14) consecutive days, the Town Council shall designate an Acting Town Manager in accordance with the Town Charter and Code of Ordinances.

Section 4. Automobile Allowance and Communications Equipment

The Town Manager is required to be on call for twenty-four hour service. In recognition thereof:

A. The Town shall grant to the Town Manager an automobile allowance of three hundred and fifty dollars (\$350) per month, and the Town Manager shall purchase, maintain, insure said vehicle naming the Town as an additional insured. The Town also agrees to reimburse the Town Manager for mileage for travel outside of Miami-Dade County associated with business of the Town at the same rate as other Town employees are reimbursed provided that the Town Manager furnishes the Town with copies of all receipts for which the Town Manager seeks reimbursement.

B. The Town shall provide the Town Manager with a cell phone allowance of seventy five dollars (\$75) per month to compensate him for the business use on his personal phone.

Section 5. Dues and Subscriptions

The Town agrees to pay the Town Manager's professional dues for membership in the International City/County Management Association, and the Florida City and County Management Association. The Town shall pay other dues and subscriptions on behalf of the Town Manager as are approved in the Town's annual budget (on a line item basis) or as authorized separately by the Town Council.

Section 6. Professional Development

Subject to the Town's prior approval, which shall not be unreasonably withheld, the Town agrees to pay reasonable and customary travel and subsistence expenses for the Town Manager's travel to and attendance at the International City/County Management Association's annual conference, the Florida City and County Management Association's annual conference and the Florida League of Cities' annual conference. The Town may choose to pay for the Town Manager's attendance at other seminars, conferences, and committee meetings as it deems appropriate and approves by Council action.

Section 7. Community Involvement

The Town recognizes the desirability of representation in and before local civic and other organizations, and encourages the Town Manager to participate in these organizations to foster a continuing awareness of the Town's activities as well as the community's attitudes and ideas.

Section 8. Vacation and Sick Leave

Town Manager shall be eligible for four (4) weeks of paid vacation per year and may accrue no more than five (5) days in each year. Sick leave shall be in accordance with Town policy applicable to same.

(for) for a total of no more than five (5) weeks per year

Section 9. Holidays

(for)

The Town Manager is entitled to the same paid holidays as the general Town staff.

Section 10. Health, Dental, Life and Disability Insurance

Participation in the Town's (for) plans,

A. In lieu of health insurance and dental insurance, and for the duration of this Employment Agreement, the Town agrees to pay the Town Manager the sum of twelve thousand dollars (\$12,000.00) annually so that so that he may purchase his own insurance.

B. The Town agrees to purchase a term life insurance equal to one times annual salary on behalf of and for the benefit of the manager.

(for)

C. The Town Manager will participate in the same long-term disability insurance program as the other Town employees.

D. The above listed insurance shall be effective upon employment.

Section 11. Pension/Retirement.

The Town agrees to pay, on an annual basis, an amount equal to ten percent (10%) of the Town Manager's salary into an approved retirement program in order to establish retirement benefits for the Town Manager. The Town's contribution to an approved deferred retirement program shall not exceed the limit established by federal statute and/or regulation. Such payments shall be payable in equal installments. The Town Manager understands and agrees that, for the duration of this Employment Agreement, the Town Manager shall not participate, in any way, in the Town's Retirement System. The Town Manager further understands and agrees that the Town's payments to the Town Manager's retirement program will be made in lieu of any payments that the Town would have otherwise made for the Town Manager's benefit into the Town's Retirement System.

Section 12. Termination by the Town and Severance Pay

A. The Town Manager shall serve at the pleasure of the Town Council, and the Town Council may terminate this Agreement and the Town Manager's employment with the Town at any time, for any reason or for no reason.

B. Should a majority of the entire Council (four (4) members) vote to terminate the services of the Town Manager "without cause", then within ten (10) business days following such vote, the Council shall cause the Town Manager to be paid any accrued and unpaid salary and benefits earned (including personal time off, holiday time and insurance but excluding such items and allowances as are used in conducting Town business such as, but not limited to, the use of the Town computer and the automobile and cell phone allowance) prior to the date of termination based on a forty (40) hour work week. Within forty-five (45) calendar days following the vote to terminate the Town Manager's employment, the Council shall cause the Town Manager to be paid a lump sum severance pay equal to six (6) months of his base salary as full and complete payment and satisfaction of any claims of the Town Manager of whatsoever nature arising out of this Agreement or otherwise. As consideration for such payment, the Town Manager shall, prior to receipt thereof, execute and deliver to the Town a general release of all claims of the Town and its Council members and its officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing), including but not limited to all matters related to, arising out of, or concerning this Employment Agreement or the Town Manager's Employment from the beginning of time until the date of release, said release to be prepared by the Town Attorney. The Town Manager shall also return to the Town any and all Town property for which the Town Manager has in his possession, use and/or control within ten (10) days of his termination.

C. In the event the Town Manager is terminated for "just cause," the Town shall have no obligation to pay the amounts outlined in Section 12, Paragraph B of this Agreement. For purposes of this Agreement, "just cause" is defined and limited for purposes of this Agreement to any of the following:

1. Misfeasance, malfeasance and/or nonfeasance in performance of the Town Manager's duties and responsibilities.
2. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination.
5. The commission of any fraudulent act against the interest of the Town.
6. The commission of any act which involves moral turpitude, or which causes the Town disrepute.
7. Violation of the International City/County Management Association Code of Ethics.
8. Any other act of a similar nature of the same or greater seriousness.

D. In the event the Council, at any time during the employment term, reduces the salary or other benefits of the Town Manager, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time Town employees, or in the event the Town allegedly refuses to comply with any other material provision of this Agreement benefiting the Town Manager, the Town Manager shall notify the Council in writing of the alleged violation. The Council shall have forty-five (45) days from such notice within which to cure the violation, otherwise, the Town Manager may at his option, consider such violation as termination "without cause" as of the date of such alleged reduction or refusal, and the severance pay provision and other termination provisions contained herein shall become applicable at the annual salary and benefit level in effect prior to the reduction or refusal. Notwithstanding the foregoing, however, any such alleged violation shall not be deemed termination "without cause" unless and until so determined by a court of competent jurisdiction.

Section 13. Termination by the Town Manager

The Town Manager may terminate this Agreement at any time by delivering to the Town Council a written notice of termination not later than sixty (60) days prior to the effective date of the termination. If the Town Manager terminates this Agreement, then the provisions of Section 12, Paragraph B above, shall not apply. If the Town Manager voluntarily



resigns pursuant to this Section, the Town shall pay to the Town Manager all accrued compensation due the Town Manager up to the Town Manager's final day of employment, including any accrued personal time off. The Town shall have no further financial obligation to Employee pursuant to this Agreement. The Town Manager shall also return to the Town any and all Town property for which the Town Manager has in his possession, use and/or control within ten (10) days of his termination.

Section 14. Relocation Expenses.

A. The Town Manager and the Town understand that the Town would prefer the Manager live within the Town boundaries but that it is not required.

The Town agrees to pay the Town Manager up to fifteen thousand dollars (\$15,000.00) to reimburse the Town Manager for the costs associated with the relocation of himself and his family provided that the Town Manager furnishes the Town with copies of all receipts for which the Town Manager seeks reimbursement. Both the Town and the Manager realize that this sum may not cover his full cost of relocation. This money may be spent at the Town Manager's discretion but is generally expected to cover the cost of temporary lodging, transportation of himself and his family, moving family vehicle, moving or replacing furniture, trips to search for housing in the Bay Harbor Islands area and so on.

C. Should the Town Manager resign within two years of his employment with the Town to retire or accept a position elsewhere, he will return to the Town a pro-rated portion of the relocation expenses he received. The amount of the reimbursement shall be arrived at by dividing the number of months he was employed by 24 and multiplying the result by the amount of the relocation expenses. Reimbursement to the Town of relocation expenses is not required if the Manager should die within the first two (2) years or resign within such time due to disability.

Section 15. Disability

If the Town Manager becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks beyond any accrued leave, the Town shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 12, Paragraph B of this Agreement.

Section 15. Indemnification.

A. Town shall defend, save harmless, and indemnify the Town Manager against any action for any injury or damage suffered as a result of any act, event, or omission of action that the Town Manager reasonably believes to be in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful negligence, disregard of human rights, safety, or property. The Town will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The



Town shall not be liable for the acts or omissions of the Town Manager committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful negligence or disregard of human rights, safety, or property. In such instance, the Town Manager shall reimburse the Town for any damages including legal fees and expenses the Town has incurred or otherwise paid, for or on his behalf, in connection with the charged conduct.

B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as Town Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the Town.

Section 16. Bonding

The Town agrees to bear the full cost of any fidelity or other bonds required of the Town Manager under any policy, regulation, ordinance or law.

Section 17. Code of Ethics

Inasmuch as the Town Manager is an active full member of the International City/County Management Association (ICMA), the "Code of Ethics" promulgated by ICMA is incorporated herein, and by this reference made a part hereof. Said "Code of Ethics" shall furnish principles to govern the Town Manager's conduct and actions as Town Manager of the Town.

Section 18. Attorney's Fees

If any litigation is commenced between the parties concerning, relating to, or arising out of any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and expenses incurred in connection therewith, including appellate fees and expenses.

Section 19. General Terms and Conditions

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of Town Manager.



D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in Miami-Dade County, Florida.

F. Upon Town Manager's death, the Town's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries; and
2. Payment of accrued leave balances in accordance with this Agreement.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

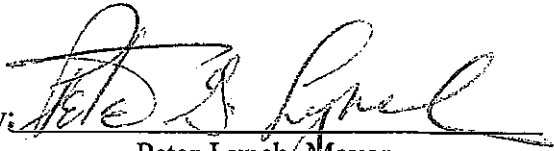
H. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

I. The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

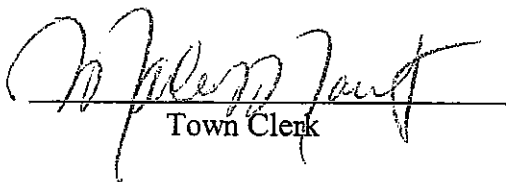
A handwritten signature, possibly reading "Cw", is written in black ink.

Executed by the TOWN this 30th day of March, 2007.

Town of Bay Harbor Islands

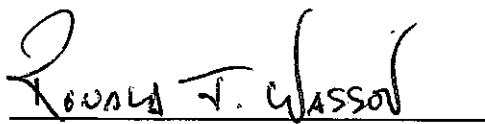
By: 
Peter Lynch, Mayor

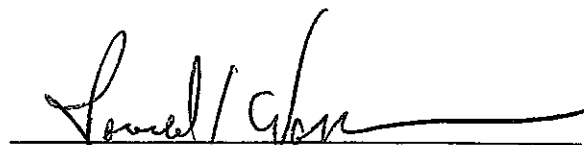
ATTEST:


Town Clerk

Executed by the TOWN MANAGER this 30th day of March, 2007

Witnesses:


Print Name: Ronald T. Wasson


Ronald Wasson, Town Manager


Print Name: FRANK C. SIMONE

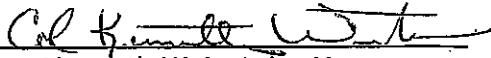
EMPLOYMENT AGREEMENT ADDENDUM

Amendment to the Employment Agreement for Ronald Wasson, Town Manager, of Bay Harbor Islands

As approved at the April 29, 2010 Special Council Meeting, Ronald Wasson, Town Manager, has been given permission to allow his unused vacation time to be rolled over at the end of the year to the next year.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement Addendum to be signed and executed in duplicate on the day and year written below.

Bay Harbor Islands:

By: 
Kenneth Weinstein, Mayor

By: 
Ronald J. Wasson, Town Manager

Executed by the Town and also by the Town Manager this 7th day of July, 2010.

Attest:


Town Clerk

Approved as to Form and Legal Sufficiency
for the Use and Reliance of the Town Only:


Town Attorney

EMPLOYMENT AGREEMENT ADDENDUM

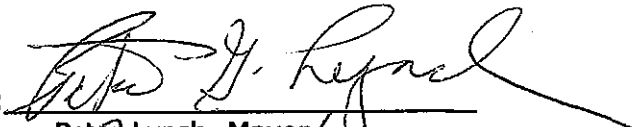
Amendment to the Employment Agreement for Ronald Wasson, Town Manager, of Bay Harbor Islands

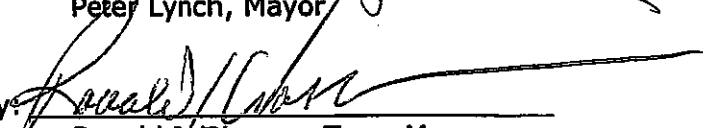
As approved at the February 11, 2008 Town Council Meeting, Ronald Wasson, Town Manager, has been given permission to join the Town's Health and Dental Insurance Plans, each and every year they are in effect, and to be covered by all of its provisions and benefits.

The Town, which also allowed for a \$12,000.00 yearly allowance so that the Town Manager may purchase his own insurance (Section 10 of the Town Manager's Employment Agreement), is to be voided and deemed no longer applicable and will be discontinued effective May 1, 2008.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement Addendum to be signed and executed in duplicate on the day and year written below.

Bay Harbor Islands:

By: 
Peter Lynch, Mayor

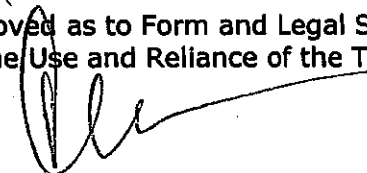
By: 
Ronald J. Wasson, Town Manager

Executed by the Town and also by the Town Manager this 28th day of February, 2008.

Attest:


Town Clerk

Approved as to Form and Legal Sufficiency
for the Use and Reliance of the Town Only:


Town Attorney