NOTE: A request form is available from the Deputy Town Clerk; please fill it in and return it 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
MORRIS N. BROAD COMMUNITY CENTER
1175 95TH STREET
BAY HARBOR ISLANDS, FL 33154

SPECIAL COUNCIL MEETING
REVISED
AGENDA

June 28, 2023
6:00 PM

STATEMENT OF DECORUM

All comments must be addressed to the Council as a body and not to individuals. Any person making a racial or slanderous remark or who becomes boisterous while addressing the Town Council, staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts, or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. Please mute or turn off your cell phone or other electronic devices at the start of the meeting. Failure to do so may result on being barred from the meeting. Persons exiting the Chambers shall do so quietly.

CALL TO ORDER: at approximately 6:00 p.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

1. **Consideration** and **Approval** of a Resolution regarding Amendment No. 2 to the FY 2022-2023 Budget. Attached is a copy of the proposed Resolution with supporting documents.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING BUDGET AMENDMENT NO. 2 FOR THE ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023, ADJUSTING REVENUES AND EXPENDITURES OF FUNDS ESTABLISHED AND REFLECTED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Approve **POLL VOTE**

2. **Consideration** and **Approval** to purchase electrical materials from Graybar in the amount of $100,857.04 in connection with the installation of a new FPL electrical pole and transformer on the southwestern portion of the parking lot, to accommodate the temporary Town Hall in the 95th Street Parking Lot. This purchase will be made under the emergency procurement provisions, pursuant to Section 2-1.3 of the Town Code. Enclosed is a copy of the electrical order quotes.

STAFF RECOMMENDATION: Approve **POLL VOTE**

3. **Consideration** and **Approval** of a proposal in the amount of $99,895.00 from Kimley-Horn and Associates, Inc. for drainage improvements south of Kane Concourse on West Bay Harbor Drive. Enclosed is a copy of the proposal.

STAFF RECOMMENDATION: Approve **POLL VOTE**

ADJOURNMENT: Approximately 6:30 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
June 28, 2023

ITEM NUMBER: 1.

ITEM: Consideration and **Approval** of a Resolution regarding Amendment No. 2 to the FY 2022-2023 Budget. Attached is a copy of the proposed Resolution with supporting documents.

DESCRIPTION:
The State of Florida, the Charter of the Town of Bay Harbor Islands, and sound financial management practices require monitoring of the Town's budgetary condition. Budget requirements include maintaining a balanced budget and a prohibition against entering encumbrances for which there is not sufficient appropriation.

The Town Manager is authorized by the Charter to adjust within funds so long as the appropriation for each fund is not exceeded. The purpose of this budget amendment is for the Town Council to amend the FY 2022-2023 annual budget and to recognize changes in revenues and expenditures that differ from the adopted budget. This amendment represents budget amendment 2 for FY2022-2023 and is a balanced budget with total revenues equal to total expenditures.

The attached document represents the amendment that ensures compliance with State law, Town Charter, and sound financial management practices.
Staff, alongside me, have reviewed FY 2022-2023 actual revenues and expenditures and recommends a change to the FY 2022-2023 annual budget as follows:

001-General Fund
This fund is being amended to increase revenues and increase appropriations for expenditures by the same amount, revenues are increasing by $1,072,389 while expenditures are being increased by $1,072,389. The amendment will account for multiple transactions dealing with insufficient funds in budget line items for expenditures related to computer software, improvements, promotional activities, professional service fees for TDR calculation work, emergency professional services, Town Hall Emergency for new building, causeway improvements, machinery and equipment and other items such as appropriating fund balance.

301-General Capital Projects Fund
This fund is being amended to increase revenues and increase appropriates for expenditures by the same amount, revenues are increasing by $138,287, while expenditures are being increased by $138,287. This is primarily related to rental and lease transactions and the purchase of machinery and equipment.

302-Park Impact Fees Fund
This fund is being amended to increase revenues and increase appropriates for expenditures by the same amount, revenues are increasing by $470,000 for park impact fees, while expenditures are being increased by $470,000. This is primarily related the 92nd Street Park renovations and the allocation of funding carry forward from the prior year thru fund balance.

401-Causeway Fund
This fund is being amended to increase revenues and increase appropriates for expenditures,

revenues are increasing by $2,385,281, while expenditures are being increased by $2,311,939. This line item is primarily related to $2.3 million in fund balance not carryforward from FY2021-2022 related to the causeway improvements. This amendment will rectify the issue to allow the Town to move forward with the project. This also includes the allocation of some expenditures for emergency professional services for budget, audit and financial management support. This also accounts for $73,342 to account for a reclassification of expense line items from budget amendment one for personnel expenditures. There is also a reclassification of revenues from one revenue account to another for the same amount of $135,000 related to the grant revenue line-item reclassification.

402-Sewer Fund

This fund is being amended to increase revenues and increase appropriates for expenditures, revenues are increasing by $170,053, while expenditures are being increased by $19,991. This also accounts for $22,062 to account for a reclassification of expense line items from budget amendment one for personnel expenditures, and sewer pump station replacement and discharge piping rehab reclassification related to budget amendment one to balance the budget. The amendment is needed for insufficient funds related to professional services allocation, repairs and maintenance, and other.

403-Water Fund

This fund is being amended to increase revenues and increase appropriations for expenditures, revenues are increasing by $29,200, while expenditures are being increased by $14,442. This also accounts for $14,758 to account for a reclassification of expense line items from budget amendment one for personnel expenditures. There is also a reclassification of expenditures between transfer to other funds and transfer to debt service for the same amount of $200,000. The amendment is needed for insufficient funds related to professional services allocation, improvements, and leases.

404-Parking Fund

This fund is being amended to increase revenues and increase appropriations for expenditures, revenues are increasing by $37,885, while expenditures are being increased by $30,510. This also accounts for $7,375 to account for a reclassification of expense line items from budget amendment one for personnel expenditures. The amendment is needed for insufficient funds related to other charges and, repairs and maintenance.

406-Stormwater Fund

This fund is being amended to decrease expenditures by $3,692 to account for a reclassification of expense line items from budget amendment one for personnel expenditures.

RECOMMENDED ACTION:

Approve

FINANCIAL ANALYSIS:

There will be an appropriation of $249,229 from the FY 2022-2023 to cover multiple transactions dealing with insufficient funds in budget line items for expenditures related to computer software, improvements, promotional activities, professional service fees for TDR calculation work, emergency professional services, Town Hall Emergency for new building, causeway improvements, machinery and equipment and other items such as appropriating fund balance. (See attached Budget Amendment Format for Fiscal Impact sheet.)

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	FY 2022-2023 Budget Amendment No 2 Memo
2.	Resolution for FY22-23 Budget Amendment No. 2
3.	Copy of Admedment Narative from Fausto V and Finance
4.	Budget Amendment 2 Detailed Report
5.	Budget Amendment 2 Summary Report
6.	Copy of Budget Amendment Format for Fiscal Impact V1

TOWN OF BAY HARBOR ISLANDS MEMORANDUM

DATE: JUNE 22, 2023

TO: HONORABLE MAYOR, VICE-MAYOR AND MEMBERS OF THE TOWN COUNCIL

FROM: MARIA LASDAY, TOWN MANAGER

RE: FY 2022-2023 BUDGET AMENDMENT RESOLUTION NO. 2

The State of Florida, the Charter of the Town of Bay Harbor Islands, and sound financial management practices require monitoring of the Town's budgetary condition. Budget requirements include maintaining a balanced budget and a prohibition against entering encumbrances for which there is not sufficient appropriation.

The Town Manager is authorized by the Charter to adjust within funds so long as the appropriation for each fund is not exceeded. The purpose of this budget amendment is for the Town Council to amend the FY 2022-2023 annual budget and to recognize changes in revenues and expenditures that differ from the adopted budget. This amendment represents budget amendment 2 for FY2022-2023 and is a balanced budget with total revenues equal to total expenditures.

The attached document represents the amendment that ensures compliance with State law, Town Charter, and sound financial management practices.

Staff, alongside me, have reviewed FY 2022-2023 actual revenues and expenditures and recommends a change to the FY 2022-2023 annual budget as follows:

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This fund is being amended to increase revenues and increase appropriations for expenditures by the same amount, revenues are increasing by $1,072,389 while expenditures are being increased by $1,072,389. The amendment will account for multiple transactions dealing with insufficient funds in budget line items for expenditures related to computer software, improvements, promotional activities, professional service fees for TDR calculation work, emergency professional services, Town Hall Emergency for new building, causeway improvements, machinery and equipment and other items such as appropriating fund balance.

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This fund is being amended to increase revenues and increase appropriates for expenditures, revenues are increasing by $2,385,281, while expenditures are being increased by $2,311,939. This line item is primarily related to $2.3 million in fund balance not carryforward from FY2021-2022 related to the causeway improvements. This amendment will rectify the issue to allow the Town to move forward with the project. This also includes the allocation of some expenditures for emergency professional services for budget, audit and financial management support. This also accounts for $73,342 to account for a reclassification of expense line items from budget amendment one for personnel expenditures. There is also a reclassification of revenues from one revenue account to another for the same amount of $135,000 related to the grant revenue line-item reclassification.

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This fund is being amended to increase revenues and increase appropriations for expenditures, revenues are increasing by $29,200, while expenditures are being increased by $14,442. This also accounts for $14,758 to account for a reclassification of expense line items from budget amendment one for personnel expenditures. There is also a reclassification of expenditures between transfer to other funds and transfer to debt service for the same amount of $200,000. The amendment is needed for insufficient funds related to professional services allocation, improvements, and leases.

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This fund is being amended to increase revenues and increase appropriations for expenditures, revenues are increasing by $37,885, while expenditures are being increased by $30,510. This also accounts for $7,375 to account for a reclassification of expense line items from budget amendment one for personnel expenditures. The amendment is needed for insufficient funds related to other charges and, repairs and maintenance.

406-Stormwater Fund

This fund is being amended to decrease expenditures by $3,692 to account for a reclassification of expense line items from budget amendment one for personnel expenditures.

Budget Amendment No 2.

By Fund and Summary

FY2022-2023

Fund	Original Total Budget	Budget Amendment 1	Budget Amendment 2	Amended Annual Budget
001 - General Fund	12,205,871	215,724	1,072,389	13,493,984
301 - General Capital Projects Fu	342,000	-	138,287	480,287
302 - Park Impact Fees Fund	202,000	-	470,000	672,000
303 - Police Forfeiture Fund	47,985	-	-	47,985
401 - Causeway Fund	9,560,500	-	2,385,281	11,945,781
402 - Sewer Fund	2,934,644	772,000	170,053	3,876,697
403 - Water Fund	1,400,000	-	29,200	1,429,200
404 - Parking Fund	1,382,750	-	37,885	1,420,635
405 - Solid Waste Fund	876,000	-	-	876,000
406 - Stormwater Fund	541,000	-	-	541,000
601 - Employee's Retirement Sys	-	-	-	-
Total Revenue:	**29,492,750**	**987,724**	**4,303,095**	**34,783,569**

Fund	Original Total Budget	Budget Amendment 1	Budget Amendment 2	Amended Annual Budget
001 - General Fund	12,205,871	215,724	1,072,389	13,493,984
301 - General Capital Projects Fu	342,000	-	138,287	480,287
302 - Park Impact Fees Fund	202,000	-	470,000	672,000
303 - Police Forfeiture Fund	47,985	-	-	47,985
401 - Causeway Fund	9,560,500	73,342	2,311,939	11,945,781
402 - Sewer Fund	2,934,644	922,062	19,991	3,876,697
403 - Water Fund	1,400,000	14,758	14,442	1,429,200
404 - Parking Fund	1,382,750	7,375	30,510	1,420,635
405 - Solid Waste Fund	876,000	-	-	876,000
406 - Stormwater Fund	541,000	3,692	(3,692)	541,000
601 - Employee's Retirement Sys	-	-	-	-
Total Expenditures/Expenses:	**29,492,750**	**1,236,953**	**4,053,866**	**34,783,569**
Surplus (Deficit)	**-**	**(249,229)**	**249,229**	**0**

RESOLUTION NO. ____________

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING BUDGET AMENDMENT NO. 2 FOR THE ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023, ADJUSTING REVENUES AND EXPENDITURES OF FUNDS ESTABLISHED AND REFLECTED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 28th, 2022, the Town Council of the Town of Bay Harbor Islands (the "Town") adopted Resolution No. 2280 approving the Budget for Fiscal Year Ending September 30, 2023 and establishing revenues and appropriations for the Town; and

WHEREAS, on November 28th, 2022, the Town Council of the Town of Bay Harbor Islands (the "Town") adopted Resolution No. 2286 approving Budget Amendment No. 1 for Fiscal Year Ending September 30, 2023 and establishing increases to revenues and appropriations for the Town; and

WHEREAS, the General Fund is being amended to increase revenues and appropriations in the amount $1,072,389; and

WHEREAS, the Capital Projects Fund is being amended to increase revenues and appropriations in the amount $138,287; and

WHEREAS, the Park Impact Fees Fund is being amended to increase revenues and appropriations in the amount $470,000; and

WHEREAS, the Causeway Fund is being amended to increase revenues in the amount of $2,385,281 and to increase appropriations in the amount $2,311,939; and

WHEREAS, the Sewer Fund is being amended to increase revenues in the amount of $170,053 and to increase appropriations in the amount $19,991; and

WHEREAS, the Water Fund is being amended to increase revenues in the amount of $29,200 and to increase appropriations in the amount $14,442; and

WHEREAS, the Parking Fund is being amended to increase revenues in the amount of $37,885 and to increase appropriations in the amount $30,510; and

WHEREAS, the Stormwater Fund is being amended to decrease appropriations in the amount $3,692; and

WHEREAS, an increase to the budgeted revenue estimates and expenditure estimates is required for the General Fund, to comply with the Florida Statutes and the Town's commitment to sound budgeting practices, where budgeted expenditures may not exceed anticipated revenues;

WHEREAS, the Town Council desires to amend the 2022-2023 Fiscal Year General, Proprietary, and Special Revenue Funds budgets as set forth in Attachment "Exhibit A" attached hereto; and

WHEREAS, the Town Council finds that this Resolution is in the best interest and welfare of the residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AS FOLLOWS:

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

Section 2. Approval of Budget Amendment No. 2. The Town Council hereby approves the 2022-2023 fiscal year Budget Amendment No. 2 as provided for above and set forth in Attachment "A" attached hereto.

<u>Section 3. Severability</u>. If any section, sentence, clause, or phrase of this Resolution 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 Resolution.

<u>Section 4. Conflicts</u>. 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.

<u>Section 5. Effective Date</u>. This Resolution shall be in full force and take effect upon its passing and adoption.

PASSED on this 28th day of June, 2023.

TOWN OF BAY HARBOR ISLANDS

____
Elizabeth Tricoche, Mayor

ATTEST:

____
Yvonne P. Hamilton
Town Clerk

APPROVED AS TO FORM:

____
Greenspoon Marder LLP
Town Attorneys
By: Joseph Geller, Esq.

Inclusions

<u>EXHIBIT “A”</u>

Town of Bay Harbor Islands
Budget Amendment to the Fiscal Year 2022-2023 Annual Budget
Budget Amendment 2
Supporting Narrative for Exhibit A
Fiscal Year Ended September 30, 2023

Fund Account	Funding Source	Account Name	Issue	Notes	Needs Up Until 9/30/23	Budget Amend. 2	Notes / Comments
001.5210.400031.000	General Fund/ Police	Professional Services	insufficient funds	Annual contracted amount increased by $1.4K from $4.8K to $6.2K. No savings in that category to absorb increase per Fausto V.		1,500.00	
001.5125.400066.000	General Fund/ Town Clerk	Computer Software	insufficient funds	Recurring annual service fees for Public Records Software since implementation per Fausto V.		8,000.00	
001.5130.400066.000	General Fund/ Finance	Computer Software	No appropriation for FY23	No budget was added to this account, new module require to track Town projects per Fausto V.		10,000.00	
001.5135.400063.000	General Fund/ Information technology	Improvements	insufficient funds	No budget was added to this account, overdrawn by $37,500.00. Per Fausto V.	NOT NEEDED	37,500.00	Estimates needed for the remaining of the year - from Roberto
001.5137.400048.000	General Fund/ Human Resources	Promotional Activities	insufficient funds	Account overdrawn by $25,189.29, per Fausto V.	$ 5,000.00	30,189.29	Estimates needed for the remaining of the year - from Shaun
001.5137.400049.000	General Fund/ Human Resources	Other Current Charges	insufficient funds	Per Fausto V., account overdrawn by $6,876.63.	$ 4,000.00	10,876.63	Estimates needed for the remaining of the year - from Shaun (apparently due to gift cards)
001.5190.400057.000	General Fund/Public Building	Town Hall Emergency	insufficient funds	Per Fausto V., account overdrawn by $143,252.79 - Increase account $200,000.00 for Trailers, and studies for new building.	$ 250,000.00	400,000.00	Estimates needed for the remaining of the year - from Jason
001.5190.400043.000	General Fund/Public Building	Utility and Services	insufficient funds	Per Fausto V. account overdrawn by $9,739.68.	$ 10,500.00	20,240.00	
001.5190.400046.000	General Fund/Public Building	Repairs and Maintenance	insufficient funds	This account is overdrawn by $55,962.71, previous year was overdrawn $56,925.02, recommendation to add more funds to this account per Fausto V.	$ 25,000.00	55,962.71	Estimates needed for the remaining of the year - from Jason
001.5190.400063.000	General Fund/Public Building	Improvements	insufficient funds	No budget was added to this account, overdrawn by $58,462.21 per Fausto V.	NOT NEEDED	58,462.21	Estimates needed for the remaining of the year - from Jason
001.5190.400063.000	General Fund/Public Building	Improvements	insufficient funds	No budget was added for work order although work was approved by Council on 3/9/22. No appropriation was determined to satisfy payment to Vendor per Fausto V.		110,445.63	Worked done for the Equipment Dais - council chamber. PO was NEVER issued. Funding was not identified either.
001.5190.400064.000	General Fund/ Building	Machinery and Equipment	insufficient funds	No budget was added to this account, overdrawn by $117,865.00 (Chiller) per Fausto V.		117,865.00	
001.5240.400049.000	General Fund/Public Building	Other Current Charges	insufficient funds	No budget was added to this account, overdrawn by $16,514.04 per Fausto V.	$ 9,000.00	25,514.04	Estimates needed for the remaining of the year - from Mike
001.5720.400043.000	General Fund/Parks and Rec	Utility and Services	insufficient funds	Per Fausto V., only $5,298.32 is available to expend.	$ 10,500.00	10,500.00	
001.5720.400046.000	General Fund/Parks and Rec	Repairs and Maintenance	insufficient funds	Per Fausto V., account overdrawn by $1,941.20.	$ 5,000.00	7,000.00	Estimates needed for the remaining of the year - from Regine
001.5720.400049.030	General Fund/Parks and Rec	Other Current Charges/Town Events	insufficient funds	Per Fausto V., account overdrawn by $96,333.38.	NO NEED	96,333.38	Estimates needed for the remaining of the year - from Regine
302.9990.324610.000	Park Impact Fee	Improvements -92nd Street Park Renovation	No appropriation for FY23	Although the Council approved this project, there was no appropriation for it the FY 23 budget per Fausto V. - NEW ACCOUNT	NO NEED	470,000.00	Estimates needed for the remaining of the year - from Jason. 670,000 is the total amount for the project, $200k is already appropriated, an additional $470k is needed.
	General Fund/Parks and Rec	Improvements	insufficient funds	No budget was added to this account, overdrawn by $17,500.00 per Fausto V.	NO NEED	-	A due to /due from and journal entry will be used to correct
301.5210.400044.500	Capital Project Fund	Finance Rent and Leases	insufficient funds	No budget was added to this account, overdrawn by $83,689.84 per Fausto V.	pending info	83,689.84	Estimates needed for the remaining of the year - from Police
301.5210.400064.000	Capital Project Fund	Machinery and Equipment	insufficient funds	No budget was added to this account, overdrawn by $54,596.96 per Fausto V.	pending info	54,596.96	Estimates needed for the remaining of the year - from Police
401.5415.400046.000	Causeway Fund	Repairs and Maintenance	insufficient funds	Per Fausto V. account overdrawn by $10,280.82.	$ 50,000.00	60,280.82	Estimates needed for the remaining of the year - from Jason
401.5415.400063.000	Causeway Fund	Improvements	insufficient funds	Per Fausto V., account overdrawn $149,443.34 - A budget amendment was done the previous fiscal year for $2,300,000.00 however this was not carry forwarded to FY23, however these funds need to be added to this account.		2,300,000.00	Causeway project
402.5350.400031.000	Sewer Fund	Professional Services	insufficient funds	Per Fausto V., account overdrawn by $98,527.00.	NO NEED	98,527.00	
402.5350.400046.000	Sewer Fund	Repairs and Maintenance	insufficient funds	Per Fausto V, insufficient funds, only available $395.16.	$ 45,000.00	45,000.00	Estimates needed for the remaining of the year - from Jason
403.5330.400063.000	Water Fund	Improvements	insufficient funds	budget for new Lease $9000.00 new amount $13,200.00	$ 4,200.00	4,200.00	
404.5450.400046.000	Parking Fund	Repairs and Maintenance	insufficient funds	Per Fausto V., the account is overdrawn by $3,586.38.	$ 10,000.00	13,586.38	Estimates needed for the remaining of the year - from Ray
404.5450.400049.000	Parking Fund	Other Current Charges	insufficient funds	Per Fausto V., there is only $4,298.31 available.	$ 20,000.00	24,298.31	Estimates needed for the remaining of the year - from Ray
					Subtotal	$ 4,154,568.20	$ 4,154,568

001.5125.400031.000	General Fund/Finance	Professional Services	insufficient funds	Service fees to Marcum for TDR services rendered which was not budgeted.	$ 17,000.00	17,000.00
001.5125.400044.500	General Fund/Town Clerk	Finance Rentals & Leases	insufficient funds	Account overdrawn by more than $4k, account needs to be replenished.	$ 5,000.00	5,000.00

403.5330.400091.000	Water	Transfer to Other Funds	Reclassification	To account for changes by former FD		(200,000.00)	
403.5330.400091.500	Water	Transfer to Debt Service	Reclassification	To account for changes by former FD		200,000.00	
001.9990.334501.000	General Fund	Revenue reclass	Reclassification	To account for changes by former FD-State Grant-Disaster Relief		(135,000.00)	
001.9990.334701.100	General Fund	Revenue reclass	Reclassification	To account for changes by former FD-State Grant/Children's Trust		135,000.00	
001.5130.400034.000	General Fund/Finance	Professional Services	insufficient funds	Emergency Professional Services w/TriMerge for budget, audit and financial management support on a temporary basis. An allocation to this fund.		50,000.00	
401.5415.400031.000	Causeway	Professional Services	insufficient funds	Professional Services w/TriMerge. Allocation.		25,000.00	
402.5350.400031.000	Sewer	Professional Services	insufficient funds	Professional Services w/TriMerge. Allocation.		25,000.00	
403.5330.400031.000	Water	Professional Services	insufficient funds	Professional Services w/TriMerge. Allocation.		25,000.00	
					Subtotal	**$ 147,000.00**	$ 147,000
302.9990.230005.300	Park Impact	Park Impact Revenues	revenue receipts	Record revenues for park impact fees to cover 92nd Street Park Renovation		$ (470,000.00)	
001.9990.382010.000	General Fund	Appropriate from Fund Bal.	Fund Balance	To utilize fund balance from prior year as a revenue source to fund expenditures.		$ (1,072,389.00)	
301.9990.382010.000	Capital Projects	Appropriate from Fund Bal.	Fund Balance	To utilize fund balance from prior year as a revenue source to fund expenditures. NEW ACCOUNT.		$ (138,287.00)	
401.9990.400299.100	Causeway	Appropriate from Fund Bal.	Fund Balance	To utilize fund balance from prior year as a revenue source to fund expenditures.		$ (2,385,281.00)	
402.9990.400299.100	Sewer	Appropriate from Fund Bal.	Fund Balance	To utilize fund balance from prior year as a revenue source to fund expenditures.		$ (170,053.00)	
403.9990.400299.100	Water	Appropriate from Fund Bal.	Fund Balance	To utilize fund balance from prior year as a revenue source to fund expenditures. NEW ACCOUNT.		$ (29,200.00)	
404.9990.400299.100	Parking	Appropriate from Fund Bal.	Fund Balance	To utilize fund balance from prior year as a revenue source to fund expenditures. NEW ACCOUNT.		$ (37,885.00)	
401.9990.400299.000	Causeway	Change in balances	Change in balances	To budget a revenue source for budget amendment 1 item not in balance related to wages and benefits for personnel.		$ (73,342.00)	
402.9990.400299.000	Sewer	Change in balances	Change in balances	To budget a revenue source for budget amendment 1 item not in balance related to wages and benefits for personnel.		$ (148,536.00)	
403.9990.400299.000	Water	Change in balances	Change in balances	To budget a revenue source for budget amendment 1 item not in balance related to wages and benefits for personnel.		$ (14,758.00)	
404.9990.400299.000	Parking	Change in balances	Change in balances	To budget a revenue source for budget amendment 1 item not in balance related to wages and benefits for personnel.		$ (7,375.00)	
406.9990.400299.000	Stormwater	Change in balances	Change in balances	To budget a revenue source for budget amendment 1 item not in balance related to wages and benefits for personnel.		$ (3,692.00)	
					Subtotal	**$ (4,550,798.00)**	$ (4,550,798)
					TOTAL		$ (249,230)

Town of Bay Harbor Islands, Florida

Budget Amendment to the FY2022-2023 Budget

Budget Amendment No. 2.

Exhibit A - Detail

		Original Total Budget	Budget Amendment 1	Budget Amendment 2	Amended Annual Budget
Fund: 001 - General Fund					
	Revenue				
001.9990.311100.000	Ad Valorem Taxes	4,921,530			4,921,530
001.9990.312400.000	Gas Tax - Six Cents	66,000			66,000
001.9990.312400.100	Gas Tax - Three Cent	20,000			20,000
001.9990.312520.000	Casualty Ins Premium Tax (Pol)	50,000			50,000
001.9990.313000.000	Franchise Fees-FPL	325,000			325,000
001.9990.313002.000	Franchise Fees-Peoples' Gas'	40,000			40,000
001.9990.314004.000	Utility Taxes-FPL	600,000			600,000
001.9990.314006.000	Utility Tax - Peoples' Gas'	20,000			20,000
001.9990.315000.000	Communications Services Tax	165,000			165,000
001.9990.321000.000	Occupational License Fees	95,000			95,000
001.9990.321000.010	TDR Fees	-			-
001.9990.321000.020	Lien Search Fees	20,000			20,000
001.9990.322001.000	Building Permits	1,262,000			1,262,000
001.9990.322002.000	Electrical Permits	80,000			80,000
001.9990.322003.000	Plumbing Permits	40,000			40,000
001.9990.322004.000	Air Conditioning Permits	120,000			120,000
001.9990.329000.000	Other Licenses & Permits	200,000			200,000
001.9990.329000.111	Plan Digitizing Fee	-			-
001.9990.331700.000	Fed Grants-Culture/Recreation	66,251			66,251
001.9990.334501.000	State Grant-Disaster Relief	135,000		(135,000)	-
001.9990.334701.000	State Grant-Culture/Rec.	50,000			50,000
001.9990.334701.100	State Grant-Culture/Rec-Children's	-		135,000	135,000
001.9990.335121.000	Sales Tax-Mun Rev Shr	140,000			140,000
001.9990.335122.000	Fuel Tax-Mun Rev Shar	60,000			60,000
001.9990.335150.000	Alcoholic Beverage Licenses	4,000			4,000
001.9990.335180.000	Sales Tax-Half Cent	505,000			505,000
001.9990.335185.000	Transportation Surtax	295,000			295,000
001.9990.341900.000	Election Qualifying Fees	30			30
001.9990.347200.000	Recreation Program Fees	280,000			280,000
001.9990.347200.100	Tennis Court Fees	-			-
001.9990.349001.000	Surcharge - Police Details	2,000			2,000
001.9990.351001.000	Fines-Building Code Violations	21,000			21,000
001.9990.354000.000	Ticket Surcharges (Cross Gd)	25,000			25,000
001.9990.359001.000	Traffic Fines	20,000			20,000
001.9990.359002.000	Second Dollar Funding	1,000			1,000
001.9990.361000.000	Interest Earnings	-			-
001.9990.361004.000	Interest Earnings-Mellon Trust	55,000			55,000
001.9990.362000.000	Rents & Royalties	3,000			3,000
001.9990.364001.000	Sale of Fixed Assets	5,000			5,000
001.9990.369000.000	Other Miscellaneous Revenues	80,000			80,000
001.9990.369002.222	TDR Sale Proceeds	-			-
001.9990.382004.000	Contribution from Water Fund	200,000			200,000
001.9990.382005.000	Contribution from Causeway Fd	1,659,060			1,659,060
001.9990.382007.000	Contribution from Sewer Fund	525,000			525,000
001.9990.382010.000	Appropriation from Fund Balance	50,000	215,724	1,072,389	1,338,113
Revenue Total:		**12,205,871**	**215,724**	**1,072,389**	**13,493,984**
	Expense				
001.5110.400011.000	Executive Salaries	7			7
001.5110.400023.000	Group Insurance	85,000			85,000
001.5110.400031.000	Professional Services	20,000			20,000
001.5110.400040.000	Travel & Per Diem	20,000			20,000
001.5110.400041.000	Communications and Freight	17,000			17,000
001.5110.400045.000	Insurance	1,500			1,500

001.5110.400047.000	Printing & Binding	45,000		45,000
001.5110.400048.000	Promotional Activities	3,500		3,500
001.5110.400049.000	Other Current Charges	18,850		18,850
001.5110.400052.000	Operating Supplies	1,500		1,500
001.5110.400054.000	Publications and Training	2,500		2,500
001.5120.400012.000	Regular Salaries & Wages	201,926		201,926
001.5120.400014.000	Overtime Pay	3,500		3,500
001.5120.400021.000	F.I.C.A. Taxes	15,715		15,715
001.5120.400022.000	Retirement Contribution	16,751		16,751
001.5120.400023.000	Group Insurance	13,493		13,493
001.5120.400024.000	Workers' Compensation'	1,500		1,500
001.5120.400025.000	Unemployment Compensation	1,027		1,027
001.5120.400031.000	Professional Services	75,000		75,000
001.5120.400034.000	Other Contractual Services	27,500		27,500
001.5120.400040.000	Travel & Per Diem	22,603		22,603
001.5120.400041.000	Communications and Freight	13,000		13,000
001.5120.400044.000	Operating Rentals & Leases	2,700		2,700
001.5120.400045.000	Insurance	25,000		25,000
001.5120.400046.000	Repairs & Maintenance	-		-
001.5120.400047.000	Printing & Binding	8,000		8,000
001.5120.400048.000	Promotional Activities	20,000		20,000
001.5120.400049.000	Other Current Charges	19,500		19,500
001.5120.400051.000	Office Supplies	30,000		30,000
001.5120.400052.000	Operating Supplies	1,500		1,500
001.5120.400054.000	Publications and Training	14,200		14,200
001.5125.400012.000	Regular Salaries & Wages	66,093		66,093
001.5125.400014.000	Overtime Pay	3,000		3,000
001.5125.400021.000	F.I.C.A. Taxes	5,286		5,286
001.5125.400022.000	Retirement Contribution	5,634		5,634
001.5125.400023.000	Group Insurance	20,541		20,541
001.5125.400024.000	Workers' Compensation'	1,613		1,613
001.5125.400025.000	Unemployment Compensation	345		345
001.5125.400031.000	Professional Services	15,000	17,000	32,000
001.5125.400034.000	Other Contractual Services	38,745		38,745
001.5125.400040.000	Travel & Per Diem	3,000		3,000
001.5125.400041.000	Communications and Freight	500		500
001.5125.400044.000	Operating Rentals & Leases	8,126		8,126
001.5125.400044.500	Finance Rentals & Leases	-	5,000	5,000
001.5125.400045.000	Insurance	2,000		2,000
001.5125.400046.000	Repairs & Maintenance	1,000		1,000
001.5125.400047.000	Printing & Binding	8,200		8,200
001.5125.400049.000	Other Current Charges	45,600		45,600
001.5125.400052.000	Operating Supplies	1,500		1,500
001.5125.400066.000	Computer Software	-	8,000	8,000
001.5125.400054.000	Publications and Training	3,500		3,500
001.5130.400012.000	Regular Salaries & Wages	140,309		140,309
001.5130.400014.000	Overtime Pay	5,000		5,000
001.5130.400021.000	F.I.C.A. Taxes	11,116		11,116
001.5130.400022.000	Retirement Contribution	11,849		11,849
001.5130.400023.000	Group Insurance	12,667		12,667
001.5130.400024.000	Workers' Compensation'	1,613		1,613
001.5130.400025.000	Unemployment Compensation	727		727
001.5130.400031.000	Professional Services	18,000	50,000	68,000
001.5130.400032.000	Accounting & Auditing	22,000		22,000
001.5130.400034.000	Other Contractual Services	45,000		45,000
001.5130.400040.000	Travel & Per Diem	4,050		4,050
001.5130.400041.000	Communications and Freight	200		200
001.5130.400044.000	Operating Rentals & Leases	3,600		3,600
001.5130.400045.000	Insurance	700		700
001.5130.400046.000	Repairs & Maintenance	250		250
001.5130.400047.000	Printing & Binding	6,400		6,400
001.5130.400049.000	Other Current Charges	5,800		5,800
001.5130.400052.000	Operating Supplies	3,000		3,000
001.5130.400054.000	Publications and Training	2,470		2,470

001.5130.400066.000	Computer Software	-	10,000	10,000
001.5135.400012.000	Regular Salaries & Wages	67,756		67,756
001.5135.400014.000	Overtime Pay	2,000		2,000
001.5135.400021.000	F.I.C.A. Taxes	5,336		5,336
001.5135.400022.000	Retirement Contribution	5,688		5,688
001.5135.400023.000	Group Insurance	8,741		8,741
001.5135.400024.000	Workers' Compensation'	600		600
001.5135.400025.000	Unemployment Compensation	303		303
001.5135.400031.000	Professional Services	64,000		64,000
001.5135.400034.000	Other Contractual Services	67,000		67,000
001.5135.400041.000	Communications and Freight	105,772		105,772
001.5135.400045.000	Insurance	1,500		1,500
001.5135.400046.000	Repairs & Maintenance	96,300		96,300
001.5135.400049.000	Other Current Charges	12,000		12,000
001.5135.400052.000	Operating Supplies	82,700		82,700
001.5135.400054.000	Publications and Training	4,000		4,000
001.5135.400063.000	Improvements (Excl. Buildings)	-	37,500	37,500
001.5135.400066.000	Computer Software	10,000		10,000
001.5137.400012.000	Regular Salaries & Wages	55,866		55,866
001.5137.400021.000	F.I.C.A. Taxes	4,274		4,274
001.5137.400022.000	Retirement Contribution	4,555		4,555
001.5137.400023.000	Group Insurance	3,762		3,762
001.5137.400024.000	Workers' Compensation	550		550
001.5137.400025.000	Unemployment Compensation	240		240
001.5137.400034.000	Other Contractual Services	13,600		13,600
001.5137.400040.000	Travel & Per Diem	3,600		3,600
001.5137.400041.000	Communications and Freight	100		100
001.5137.400045.000	Insurance	1,200		1,200
001.5137.400047.000	Printing & Binding	-		-
001.5137.400048.000	Promotional Activities	14,500	30,189	44,689
001.5137.400049.000	Other Current Charges	15,800	10,877	26,677
001.5137.400052.000	Operating Supplies	500		500
001.5137.400054.000	Publications and Training	11,300		11,300
001.5140.400031.000	Professional Services	240,000		240,000
001.5170.400071.000	Principal Payments	349,000		349,000
001.5170.400072.000	Interest	150,580		150,580
001.5170.400073.000	Other Debt Service Costs	4,175		4,175
001.5190.400034.000	Other Contractual Services	67,445		67,445
001.5190.400043.000	Utility Services	33,000	20,240	53,240
001.5190.400044.000	Operating Rentals & Leases	30,000		30,000
001.5190.400045.000	Insurance	5,000		5,000
001.5190.400046.000	Repairs & Maintenance	38,425	55,963	94,388
001.5190.400049.000	Other Current Charges	3,400		3,400
001.5190.400052.000	Operating Supplies	8,250		8,250
001.5190.400057.000	Town Hall Emergency	-	400,000	400,000
001.5190.400063.000	Improvements (excl. Buildings)	-	168,908	168,908
001.5190.400064.000	Machinery & Equipment	-	117,865	117,865
001.5210.400012.000	Regular Salaries & Wages	3,251,014		3,251,014
001.5210.400014.000	Overtime Pay	175,000		175,000
001.5210.400021.000	F.I.C.A. Taxes	262,090		262,090
001.5210.400022.000	Retirement Contribution	150,000		150,000
001.5210.400023.000	Group Insurance	322,642		322,642
001.5210.400024.000	Workers' Compensation'	44,338		44,338
001.5210.400025.000	Unemployment Compensation	17,130		17,130
001.5210.400031.000	Professional Services	31,600	1,500	33,100
001.5210.400034.000	Other Contractual Services	72,974		72,974
001.5210.400040.000	Travel & Per Diem	12,000		12,000
001.5210.400041.000	Communications and Freight	1,000		1,000
001.5210.400044.000	Operating Rentals & Leases	47,944		47,944
001.5210.400044.500	Finance Rentals & Leases	-		-
001.5210.400045.000	Insurance	30,000		30,000
001.5210.400046.000	Repairs & Maintenance	92,800		92,800
001.5210.400047.000	Printing & Binding	3,800		3,800
001.5210.400048.000	Promotional Activities	8,000		8,000
001.5210.400049.000	Other Current Charges	14,000		14,000
001.5210.400051.000	Office Supplies	-		-
001.5210.400052.000	Operating Supplies	225,875		225,875
001.5210.400052.111	Operating Supplies-D.A.R.E.	-		-
001.5210.400054.000	Publications and Training	37,900		37,900

001.5240.400012.000	Regular Salaries & Wages	808,521	121,920		930,441
001.5240.400021.000	F.I.C.A. Taxes	61,852	9,327		71,179
001.5240.400022.000	Retirement Contribution	65,929	9,942		75,871
001.5240.400023.000	Group Insurance	59,962	12,000		71,962
001.5240.400024.000	Workers' Compensation'	1,500	200		1,700
001.5240.400025.000	Unemployment Compensation	3,392	100		3,492
001.5240.400031.000	Professional Services	200,000			200,000
001.5240.400034.000	Other Contractual Services	20,000			20,000
001.5240.400040.000	Travel & Per Diem	1,600			1,600
001.5240.400041.000	Communications and Freight	600			600
001.5240.400044.000	Operating Rentals & Leases	12,120			12,120
001.5240.400045.000	Insurance	4,300			4,300
001.5240.400046.000	Repairs & Maintenance	200			200
001.5240.400047.000	Printing & Binding	6,000			6,000
001.5240.400049.000	Other Current Charges	-		25,514	25,514
001.5240.400052.000	Operating Supplies	2,000			2,000
001.5240.400054.000	Publications and Training	2,900			2,900
001.5240.400066.000	Computer Software	-			-
001.5245.400012.000	Regular Salaries & Wages	106,632			106,632
001.5245.400014.000	Overtime Pay	1,000			1,000
001.5245.400021.000	F.I.C.A. Taxes	8,234			8,234
001.5245.400022.000	Retirement Contribution	8,777			8,777
001.5245.400023.000	Group Insurance	36,063			36,063
001.5245.400024.000	Workers' Compensation'	1,640			1,640
001.5245.400025.000	Unemployment Compensation	538			538
001.5245.400040.000	Travel & Per Diem	3,000			3,000
001.5245.400044.000	Operating Rentals & Leases	6,600			6,600
001.5245.400045.000	Insurance	650			650
001.5245.400046.000	Repairs & Maintenance	3,140			3,140
001.5245.400047.000	Printing & Binding	1,300			1,300
001.5245.400052.000	Operating Supplies	5,500			5,500
001.5245.400054.000	Publications and Training	3,000			3,000
001.5290.400013.000	Other Salaries & Wages	91,409			91,409
001.5290.400021.000	F.I.C.A. Taxes	6,993			6,993
001.5290.400024.000	Workers' Compensation'	1,000			1,000
001.5290.400025.000	Unemployment Compensation	369			369
001.5290.400049.000	Other Current Charges	2,500			2,500
001.5290.400052.000	Operating Supplies	2,800			2,800
001.5410.400012.000	Regular Salaries & Wages	84,303	50,088		134,391
001.5410.400014.000	Overtime Pay	-	-		-
001.5410.400021.000	F.I.C.A. Taxes	6,449	3,832		10,281
001.5410.400022.000	Retirement Contribution	6,874	4,085		10,959
001.5410.400023.000	Group Insurance	20,394	4,080		24,474
001.5410.400024.000	Workers' Compensation'	2,000	100		2,100
001.5410.400025.000	Unemployment Compensation	363	50		413
001.5410.400034.000	Other Contractual Services	212,840			212,840
001.5410.400040.000	Travel & Per Diem	1,000			1,000
001.5410.400041.000	Communications and Freight	200			200
001.5410.400043.000	Utility Services	75,000			75,000
001.5410.400044.000	Operating Rentals & Leases	8,330			8,330
001.5410.400045.000	Insurance	5,500			5,500
001.5410.400046.000	Repairs & Maintenance	35,200			35,200
001.5410.400047.000	Printing & Binding	-			-
001.5410.400049.000	Other Current Charges	40			40
001.5410.400052.000	Operating Supplies	38,150			38,150
001.5410.400054.000	Publications and Training	2,850			2,850
001.5410.400063.000	Improvements (excl. Buildings)	295,616			295,616
001.5440.400034.000	Other Contractual Services	270,500			270,500
001.5440.400052.000	Operating Supplies	8,000			8,000
001.5720.400012.000	Regular Salaries & Wages	458,842			458,842
001.5720.400014.000	Overtime Pay	1,500			1,500
001.5720.400021.000	F.I.C.A. Taxes	35,216			35,216
001.5720.400022.000	Retirement Contribution	37,538			37,538
001.5720.400023.000	Group Insurance	82,740			82,740
001.5720.400024.000	Workers' Compensation'	6,500			6,500
001.5720.400025.000	Unemployment Compensation	2,302			2,302
001.5720.400034.000	Other Contractual Services	18,600			18,600
001.5720.400040.000	Travel & Per Diem	1,350			1,350
001.5720.400041.000	Communications and Freight	-			-
001.5720.400043.000	Utility Services	34,000		10,500	44,500
001.5720.400044.000	Operating Rentals & Leases	3,900			3,900
001.5720.400044.500	Finance Rentals & Leases	-			-

001.5720.400045.000	Insurance	10,000			10,000
001.5720.400046.000	Repairs & Maintenance	17,600		7,000	24,600
001.5720.400047.000	Printing & Binding	7,940			7,940
001.5720.400049.000	Other Current Charges	179,670			179,670
001.5720.400049.010	Other Current Charges - Aftercare	168,500			168,500
001.5720.400049.020	Other Current Charges - Camps	93,000			93,000
001.5720.400049.030	Other Current Charges - Town Eve	283,500		96,333	379,833
001.5720.400052.000	Operating Supplies	7,500			7,500
001.5720.400054.000	Publications and Training	2,925			2,925
001.5720.400063.000	Improvements (excl. Buildings)	-			-
001.5725.400012.000	Regular Salaries & Wages	94,225			94,225
001.5725.400014.000	Overtime Pay	80			80
001.5725.400021.000	F.I.C.A. Taxes	7,214			7,214
001.5725.400023.000	Group Insurance	12,000			12,000
001.5725.400024.000	Worker's Compensation	250			250
001.5725.400031.000	Professional Services	15,000			15,000
001.5725.400034.000	Other Contractual Services	6,068			6,068
001.5725.400047.000	Printing & Binding	1,000			1,000
001.5725.400048.000	Promotional Activities	2,000			2,000
001.5725.400049.000	Other Current Charges	7,650			7,650
001.5725.400051.000	Office Supplies	1,500			1,500
001.5725.400052.000	Operating Supplies	1,000			1,000
001.5725.400054.000	Publications & Training	2,000			2,000
001.9990.400091.000	Transfer to Other Funds	342,000			342,000
Expense Total:		**12,205,871**	**215,724**	**1,072,389**	**13,493,984**
Fund: 001 - General Fund Surplus (Deficit):		**-**	**-**	**(0)**	**(0)**

		Original Total Budget	Budget Amendment 1	Budget Amendment 2	Amended Annual Budget
Fund: 301 - General Capital Projects Fund					
	Revenue				
301.9990.382010.000	Appropriation from Fund Balance	-		**138,287**	**138,287**
301.9990.381000.000	Transfers from Other Funds	342,000		-	342,000
Revenue Total:		**342,000**	**-**	**138,287**	**480,287**
	Expense				
301.5210.400044.500	Finance Rents & Leases	-		83,690	83,690
301.5210.400063.000	Improvements (excl. Buildings)	342,000			342,000
301.5210.400064.000	Machinery & Equipment	-		54,597	54,597
Expense Total:		**342,000**	**-**	**138,287**	**480,287**
Fund: 301 - General Capital Projects Fund Surplus (Deficit):		**-**	**-**	**0**	**0**

		Original Total Budget	Budget Amendment 1	Budget Amendment 2	Amended Annual Budget
Fund: 302 - Park Impact Fees Fund					
	Revenue				
302.9990.324610.300	Park Impact Fee	2,000		470,000	472,000
302.9990.400299.100	Appropriate Fund Balance	200,000			200,000
Revenue Total:		**202,000**	**-**	**470,000**	**672,000**
	Expense				
302.5310.400063.000	Improvements (excl. Buildings)	200,000		470,000	670,000
302.9990.400299.000	Change in Balances/Reserves	2,000			2,000
Expense Total:		**202,000**	**-**	**470,000**	**672,000**
Fund: 302 - Park Impact Fees Fund Surplus (Deficit):		-	-	-	-

		Original Total Budget	Budget Amendment 1	Budget Amendment 2	Amended Annual Budget
Fund: 303 - Police					
	Revenue				
303.9990.400299.100	Appropriated Fund Balance	47,985			47,985
Revenue Total:		**47,985**	**-**	**-**	**47,985**
	Expense				
303.5210.400052.000	Operating Supplies	47,985			47,985
Expense Total:		**47,985**	**-**	**-**	**47,985**
Fund: 303 - Police Forfeiture Fund Surplus		-	-	-	-

		Original Total Budget	Budget Amendment 1	Budget Amendment 2	Amended Annual Budget
Fund: 401 - Causeway Fund					
	Revenue				
401.9990.334490.100	St Grant-9600 WBH Seawall	255,000			255,000
401.9990.344621.000	FTE Toll Receipts	8,700,000			8,700,000
401.9990.344622.000	FTE Credit Card Fees	-			-
401.9990.344623.000	FTE Management Fees	-			-
401.9990.344625.000	Annual Pass Sales	515,000			515,000
401.9990.361004.000	Interest Earnings-Mellon Trust	30,000			30,000
401.9990.362000.000	Rents & Royalties-Lease Revenue	60,000			60,000
401.9990.400299.100	Appropriate Fund Balance	-		2,385,281	2,385,281
401.9990.369000.000	Other Miscellaneous Revenues	500			500
Revenue Total:		**9,560,500**	**-**	**2,385,281**	**11,945,781**
	Expense				
401.5415.400012.000	Regular Salaries & Wages	1,614,628	58,928		1,673,556
401.5415.400014.000	Overtime Pay	68,000			68,000
401.5415.400021.000	F.I.C.A. Taxes	128,721	4,508		133,229
401.5415.400022.000	Retirement Contribution	137,206	4,806		142,012
401.5415.400023.000	Group Insurance	257,015	4,800		261,815
401.5415.400024.000	Workers' Compensation'	3,308	200		3,508
401.5415.400025.000	Unemployment Compensation	7,287	100		7,387
401.5415.400031.000	Professional Services	231,000		25,000	256,000

401.5415.400032.000	Accounting & Auditing	30,000			30,000
401.5415.400034.000	Other Contractual Services	510,022			510,022
401.5415.400040.000	Travel & Per Diem	1,500			1,500
401.5415.400041.000	Communications and Freight	26,500			26,500
401.5415.400043.000	Utility Services	95,700			95,700
401.5415.400044.000	Operating Rentals & Leases	34,660			34,660
401.5415.400045.000	Insurance	350,000			350,000
401.5415.400046.000	Repairs & Maintenance	77,275		60,281	137,556
401.5415.400049.000	Other Current Charges	10,000			10,000
401.5415.400052.000	Operating Supplies	35,950			35,950
401.5415.400054.000	Publications and Training	3,500			3,500
401.5415.400063.000	Improvements (excl. Buildings)	3,045,000		2,300,000	5,345,000
401.5415.400064.000	Machinery & Equipment	-			-
401.5415.400071.000	Principal Payments	965,000			965,000
401.5415.400072.000	Interest	143,817			143,817
401.5415.400091.100	Transfer to General Fund-Svcs	1,659,060			1,659,060
401.9990.400299.000	Change in Balances/Reserves	125,351		(73,342)	52,009
Expense Total:		**9,560,500**	**73,342**	**2,311,939**	**11,945,781**
Fund: 401 - Causeway Fund Surplus (Deficit):		**-**	**(73,342)**	**73,342**	**0**

		Original Total Budget	Budget Amendment 1	Budget Amendment 2	Amended Annual Budget
Fund: 402 - Sewer Fund					
	Revenue				
402.9990.331100.000	Federal Grant-General Gov't'	295,000			295,000
402.9990.343500.000	Sewage Disposal Fees	2,629,644			2,629,644
402.9990.359100.000	Late Fees - Delinquent Accounts	-			-
402.9990.369000.000	Other Miscellaneous Revenues	10,000			10,000
402.9990.400299.100	Appropriate Fund Balance	-	772,000	170,053	942,053
Revenue Total:		**2.934.644**	**772.000**	**170.053**	**3.876.697**
	Expense				
402.5350.400012.000	Regular Salaries & Wages	267,634	17,678		285,312
402.5350.400014.000	Overtime Pay	25,000			25,000
402.5350.400021.000	F.I.C.A. Taxes	22.387	1.352		23.739
402.5350.400022.000	Retirement Contribution	23.862	1.442		25.304
402.5350.400023.000	Group Insurance	47.819	1.440		49.259
402.5350.400024.000	Workers' Compensation	5,308	100		5,408
402.5350.400025.000	Unemployment Compensation	1,431	50		1,481
402.5350.400031.000	Professional Services	36,700		123,527	160,227
402.5350.400032.000	Accounting & Auditing	7,500			7,500
402.5350.400034.000	Other Contractual Services	13.405			13.405
402.5350.400034.200	Sewage Disposal	970,000			970,000
402.5350.400040.000	Travel & Per Diem	750			750
402.5350.400041.000	Communications and Freight	4.000			4.000
402.5350.400043.000	Utility Services	50.000			50.000
402.5350.400044.000	Operating Rentals & Leases	4.500			4.500
402.5350.400045.000	Insurance	22.000			22.000
402.5350.400046.000	Repairs & Maintenance	80,450		45,000	125,450
402.5350.400049.000	Other Current Charges	500			500
402.5350.400052.000	Operating Supplies	24.525			24.525
402.5350.400054.000	Publications and Training	1.000			1.000
402.5350.400063.000	Improvements (excl. Buildings)	652.337	900,000		1.552.337
402.5350.400091.500	Transfer for Debt Service	525.000			525.000
402.9990.400299.000	Change in Balances/Reserves	148,536		(148,536)	-
Expense Total:		**2.934.644**	**922.062**	**19.991**	**3.876.697**
Fund: 402 - Sewer Fund Surplus (Deficit):		**-**	**(150,062)**	**150,062**	**-**

		Original Total Budget	Budget Amendment 1	Budget Amendment 2	Amended Annual Budget
Fund: 403 - Water Fund					
	Revenue				
403.9990.343300.000	Water Sales	1,350,000			1,350,000
403.9990.359100.000	Late Fees - Delinquent Accounts	-			-
403.9990.361004.000	Interest Earnings-Mellon Trust	35,000			35,000
403.9990.400299.100	Appropriate Fund Balance	-		29,200	29,200
403.9990.369000.000	Other Miscellaneous Revenues	15,000			15,000
Revenue Total:		**1,400,000**	**-**	**29,200**	**1,429,200**
	Expense				
403.5330.400012.000	Regular Salaries & Wages	281,198	11,785		292,983
403.5330.400014.000	Overtime Pay	13,000			13,000
403.5330.400021.000	F.I.C.A. Taxes	22,506	902		23,408
403.5330.400022.000	Retirement Contribution	23,990	961		24,951
403.5330.400023.000	Group Insurance	67,247	960		68,207
403.5330.400024.000	Workers' Compensation	3,206	100		3,306
403.5330.400025.000	Unemployment Compensation	1,549	50		1,599
403.5330.400031.000	Professional Services	16,500		25,000	41,500
403.5330.400032.000	Accounting & Auditing	5,000			5,000
403.5330.400034.000	Other Contractual Services	13,350			13,350
403.5330.400034.100	Water Purchases	550,000			550,000
403.5330.400040.000	Travel & Per Diem	1,000			1,000
403.5330.400041.000	Communications and Freight	1,000			1,000
403.5330.400043.000	Utility Services	1,000			1,000
403.5330.400044.000	Operating Rentals & Leases	9,500			9,500
403.5330.400045.000	Insurance	14,500			14,500
403.5330.400046.000	Repairs & Maintenance	42,775			42,775
403.5330.400047.000	Printing & Binding	-			-
403.5330.400049.000	Other Current Charges	27,245			27,245
403.5330.400052.000	Operating Supplies	60,776			60,776
403.5330.400054.000	Publications and Training	1,500			1,500
403.5330.400063.000	Improvements (excl. Buildings)	14,734		4,200	18,934
403.5330.400091.000	Transfers to Other Funds	200,000		(200,000)	-
403.5330.400091.500	Transfer for Debt Service	-		200,000	200,000
403.9990.400299.000	Change in Balances/Reserves	28,424		(14,758)	13,666
Expense Total:		**1,400,000**	**14,758**	**14,442**	**1,429,200**
Fund: 403 - Water Fund Surplus (Deficit):		**-**	**(14,758)**	**14,758**	**-**

		Original Total Budget	Budget Amendment 1	Budget Amendment 2	Amended Annual Budget
Fund: 404 - Parking Fund					
	Revenue				
404.9990.324411.000	Parking Trust Receipts	560,000			560,000
404.9990.344501.000	Parking Meter Collections	-			-
404.9990.344502.000	Parking Permit Sales	195,000			195,000
404.9990.344502.010	Parking Permit Sales Green	20,500			20,500
404.9990.344502.020	Parking Permit Sales Blue	262,000			262,000
404.9990.344502.030	Parking Permit Sales Orange	35,000			35,000
404.9990.344502.040	Parking Permit Sales Brown	9,500			9,500
404.9990.344502.050	Parking Permit Sales Red	15,000			15,000
404.9990.344505.000	Parking PaybyPhone Receipts	135,000			135,000
404.9990.344550.000	Parking Agreement Fees	500			500
404.9990.351602.000	Parking Fines	20,000			20,000
404.9990.400299.100	Appropriate Fund Balance	-		37,885	37,885
404.9990.362000.000	Rents & Royalties	130,000			130,000
404.9990.369000.000	Other Miscellaneous Revenues	250			250
Revenue Total:		**1,382,750**	**-**	**37,885**	**1,420,635**

Account	Description	Original Total Budget	Budget Amendment 1	Budget Amendment 2	Amended Annual Budget
	Expense				
404.5450.400012.000	Regular Salaries & Wages	188,513	5,893		194,406
404.5450.400014.000	Overtime Pay	12,000			12,000
404.5450.400021.000	F.I.C.A. Taxes	15,339	451		15,790
404.5450.400022.000	Retirement Contribution	16,350	481		16,831
404.5450.400023.000	Group Insurance	27,119	480		27,599
404.5450.400024.000	Workers' Compensation	2,200	50		2,250
404.5450.400025.000	Unemployment Compensation	500	20		520
404.5450.400031.000	Professional Services	750			750
404.5450.400032.000	Accounting & Auditing	2,700			2,700
404.5450.400034.000	Other Contractual Services	4,500			4,500
404.5450.400041.000	Communications and Freight	32,000			32,000
404.5450.400043.000	Utility Services	26,100			26,100
404.5450.400044.000	Operating Rentals & Leases	38,500			38,500
404.5450.400045.000	Insurance	8,200			8,200
404.5450.400046.000	Repairs & Maintenance	27,850		13,586	41,436
404.5450.400047.000	Printing & Binding	-			-
404.5450.400049.000	Other Current Charges	46,900		24,298	71,198
404.5450.400052.000	Operating Supplies	15,300			15,300
404.5450.400063.000	Improvements (excl. Buildings)	207,500			207,500
404.5450.400071.000	Principal Payments	397,000			397,000
404.5450.400072.000	Interest	46,984			46,984
404.9990.400299.000	Change in Balances/Reserves	266,445		(7,375)	259,070
Expense Total:		**1,382,750**	**7,375**	**30,510**	**1,420,635**
Fund: 404 - Parking Fund Surplus (Deficit):		**-**	**(7,375)**	**7,375**	**0**

		Original Total Budget	Budget Amendment 1	Budget Amendment 2	Amended Annual Budget
Fund: 405 - Solid Waste Fund					
	Revenue				
405.9990.343401.100	Single Family Collection Fees	100,000			100,000
405.9990.343401.200	Multi-Family Collection Fees	490,000			490,000
405.9990.343401.400	Apartment Collection Fees	150,000			150,000
405.9990.343402.000	Daily Collection Fees	95,000			95,000
405.9990.343403.000	Business Regular Pickup Fees	40,000			40,000
405.9990.359100.000	Late Fees - Delinquent Accounts	-			-
405.9990.369000.000	Other Miscellaneous Revenues	1,000			1,000
405.9990.369001.000	Garbage Container Charges	-			-
Revenue Total:		**876,000**	**-**	**-**	**876,000**
	Expense				
405.5340.400031.000	Professional Services	1,000			1,000
405.5340.400032.000	Accounting & Auditing	2,500			2,500
405.5340.400034.300	SW Disposal Fees-Reg Pickup	755,000			755,000
405.5340.400034.350	SW Disposal Fees-Bus Regular	95,000			95,000
405.5340.400049.000	Other Current Charges	900			900
405.5340.400052.000	Operating Supplies	5,000			5,000
405.9990.400299.000	Change in Balances/Reserves	16,600			16,600
Expense Total:		**876,000**	**-**	**-**	**876,000**
Fund: 405 - Solid Waste Fund Surplus (Deficit):		-	-	-	-

		Original Total Budget	Budget Amendment 1	Budget Amendment 2	Amended Annual Budget
Fund: 406 - Stormwater Fund					
	Revenue				
406.9990.331100.000	State Grant-General Gov't'	310,000			310,000
406.9990.343550.000	Stormwater Fees	231,000			231,000
406.9990.359100.000	Late Fees - Delinquent Accounts	-			-

		Original Total Budget	Budget Amendment 1	Budget Amendment 2	Amended Annual Budget
Revenue Total:		**541,000**	**-**	**-**	**541,000**
	Expense				
406.5380.400012.000	Regular Salaries & Wages	34,734	2,946		37,680
406.5380.400014.000	Overtime Pay	2,500			2,500
406.5380.400021.000	F.I.C.A. Taxes	2,848	226		3,074
406.5380.400022.000	Retirement Contribution	3,036	240		3,276
406.5380.400023.000	Group Insurance	4,288	240		4,528
406.5380.400024.000	Workers' Compensation	620	30		650
406.5380.400025.000	Unemployment Compensation	200	10		210
406.5380.400031.000	Professional Services	19,000			19,000
406.5380.400032.000	Accounting & Auditing	1,500			1,500
406.5380.400034.000	Other Contractual Services	105,000			105,000
406.5380.400043.000	Utility Services	2,000			2,000
406.5380.400045.000	Insurance	4,000			4,000
406.5380.400046.000	Repairs & Maintenance	50,000			50,000
406.5380.400049.000	Other Current Charges	6,100			6,100
406.5380.400052.000	Operating Supplies	4,750			4,750
406.5380.400054.000	Publications and Training	2,475			2,475
406.9990.400299.000	Change in Balances/Reserves	297,949		(3,692)	294,257
Expense Total:		**541,000**	**3,692**	**(3,692)**	**541,000**
Fund: 406 - Stormwater Fund Surplus (Deficit):		-	-	-	-

		Original Total Budget	Budget Amendment 1	Budget Amendment 2	Amended Annual Budget
Fund: 601 - Employee's Retirement System					
	Revenue				
601.9990.361000.115	Interest Barnett Money Market	-			-
601.9990.361000.120	Income from Equities-General	-			-
601.9990.361005.000	Interest - Salem Trust	-			-
601.9990.361300.100	Change in Fair Value-General	-			-
601.9990.368100.000	Town Contribution for Pensions	-			-
601.9990.368200.000	Employee Pension Contribution	-			-
Revenue Total:		-	-	-	-
	Expense				
601.5130.400031.000	Professional Services	-			-
601.5130.400031.100	Investment Mgmt Fees-General	-			-
601.5130.400031.300	Actuarial Fees	-			-
601.5130.400049.000	Other Current Charges	-			-
601.5180.400036.100	Pension Benefits (Monthly)	-			-
601.5180.400036.200	Pension Benefits (Lump Sum)	-			-
601.5180.400036.300	Pension Contribution Refunds	-			-
Expense Total:		-	-	-	-
Fund: 601 - Employee's		**0**	**0**	**0**	**0**
Report Surplus (Deficit):		**0**	**0**	**0**	**0**

		Original Total Budget	Budget Amendment 1	Budget Amendment 3	Amended Annual Budget
Fund: 001 - General Fund					
	Revenue	12,205,871	215,724	1,072,389	13,493,984
	Expense	12,205,871	215,724	1,072,389	13,493,984
Fund: 001 - General Fund Surplus (Deficit):		-	-	**(0)**	**(0)**

Fund: 301 - General Capital Projects Fund

Revenue	342,000	-	138,287	480,287
Expense	342,000	-	138,287	480,287
Fund: 301 - General Capital Projects Fund Surplus (Deficit):	**-**	**-**	**0**	**0**
Fund: 302 - Park Impact Fees Fund				
Revenue	202,000	-	470,000	672,000
Expense	202,000	-	470,000	672,000
Fund: 302 - Park Impact Fees Fund Surplus (Deficit):	**-**	**-**	**-**	**-**
Fund: 303 - Police Forfeiture Fund				
Revenue	47,985	-	-	47,985
Expense	47,985	-	-	47,985
Fund: 303 - Police Forfeiture Fund Surplus (Deficit):	**-**	**-**	**-**	**-**
Fund: 401 - Causeway Fund				
Revenue	9,560,500	-	2,385,281	11,945,781
Expense	9,560,500	73,342	2,311,939	11,945,781
Fund: 401 - Causeway Fund Surplus (Deficit):	**-**	**(73,342)**	**73,342**	**0**
Fund: 402 - Sewer Fund				
Revenue	2,934,644	772,000	170,053	3,876,697
Expense	2,934,644	922,062	19,991	3,876,697
Fund: 402 - Sewer Fund Surplus (Deficit):	**-**	**(150,062)**	**150,062**	**-**
Fund: 403 - Water Fund				
Revenue	1,400,000	-	29,200	1,429,200
Expense	1,400,000	14,758	14,442	1,429,200
Fund: 403 - Water Fund Surplus (Deficit):	**-**	**(14,758)**	**14,758**	**-**
Fund: 404 - Parking Fund				
Revenue	1,382,750	-	37,885	1,420,635

	Expense	1,382,750	7,375	30,510	1,420,635
Fund: 404 - Parking Fund Surplus (Deficit):		**-**	**(7,375)**	**7,375**	**0**
Fund: 405 - Solid Waste Fund					
	Revenue	876,000	-	-	876,000
	Expense	876,000	-	-	876,000
Fund: 405 - Solid Waste Fund Surplus (Deficit):		**-**	**-**	**-**	**-**
Fund: 406 - Stormwater Fund					
	Revenue	541,000	-	-	541,000
	Expense	541,000	3,692	(3,692)	541,000
Fund: 406 - Stormwater Fund Surplus (Deficit):		**-**	**(3,692)**	**3,692**	**-**
Fund: 601 - Employee's Retirement System					
	Revenue	-	-	-	-
	Expense	-	-	-	-
Fund: 601 - Employee's Retirement System Surplus (Deficit):		**-**	**-**	**-**	**-**
Report Surplus (Deficit):		**-**	**-**		**-**

Town of Bay Harbor Islands, Florida
Budget Amendment to the FY2022-2023 Budget
Budget Amendment No. 2.
Exhibit A - Summary

	Fund	Original Total Budget	Budget Amendment 1	Budget Amendment 2	Amended Annual Budget
	001 - General Fund	12,205,871	215,724	1,072,389	13,493,984
	301 - General Capital Projects Fun	342,000	-	138,287	480,287
	302 - Park Impact Fees Fund	202,000	-	470,000	672,000
	303 - Police Forfeiture Fund	47,985	-	-	47,985
	401 - Causeway Fund	9,560,500	-	2,385,281	11,945,781
	402 - Sewer Fund	2,934,644	772,000	170,053	3,876,697
	403 - Water Fund	1,400,000	-	29,200	1,429,200
	404 - Parking Fund	1,382,750	-	37,885	1,420,635
	405 - Solid Waste Fund	876,000	-	-	876,000
	406 - Stormwater Fund	541,000	-	-	541,000
	601 - Employee's Retirement Syste	-	-	-	-
Total Revenue:		**29,492,750**	**987,724**	**4,303,095**	**34,783,569**

	Fund	Original Total Budget	Budget Amendment 1	Budget Amendment 2	Amended Annual Budget
	001 - General Fund	12,205,871	215,724	1,072,389	13,493,984
	301 - General Capital Projects Fun	342,000	-	138,287	480,287
	302 - Park Impact Fees Fund	202,000	-	470,000	672,000
	303 - Police Forfeiture Fund	47,985	-	-	47,985
	401 - Causeway Fund	9,560,500	73,342	2,311,939	11,945,781
	402 - Sewer Fund	2,934,644	922,062	19,991	3,876,697
	403 - Water Fund	1,400,000	14,758	14,442	1,429,200
	404 - Parking Fund	1,382,750	7,375	30,510	1,420,635
	405 - Solid Waste Fund	876,000	-	-	876,000
	406 - Stormwater Fund	541,000	3,692	(3,692)	541,000
	601 - Employee's Retirement Syste	-	-	-	-
Total Expenditures/Expenses:		**29,492,750**	**1,236,953**	**4,053,866**	**34,783,569**
Surplus (Deficit)		**-**	**(249,229)**	**249,229**	**0**

Budget amendment two includes $3,833,095 related to appropriations from fund balance.

Description	Fund	$Amount
Appropriation from Fund Balance	001	1,072,389
Appropriation from Fund Balance	301	138,287
Appropriation from Fund Balance	401	2,385,281
Appropriation from Fund Balance	402	170,053
Appropriation from Fund Balance	403	29,200
Appropriation from Fund Balance	404	37,885
	Total	**3,833,095**

Town of Bay Harbor Islands
Budget Amendment Format for Fiscal Impact

Name	Impact Date
Budget Amend. No. 2 Police Professional Services	28-Jun-23
Budget Amend. No. 2 Town Clerk Computer	28-Jun-23
Budget Amend. No.2 Finance Computer Software	28-Jun-23
Budget Amend. No.2 Information technology Improvements	28-Jun-23
Budget Amend. No.2 Human Resources Promotional Activities	28-Jun-23
Budget Amend. No.2 Human Resources Other Current Charges	28-Jun-23
Budget Amend. No.2 Public Building Town Hall Emergency	28-Jun-23
Budget Amend. No.2 Public Building Utility and Services	28-Jun-23
Budget Amend. No.2 Public Building Repairs and Maintenance	28-Jun-23
Budget Amend. No.2 Public Building Improvements	28-Jun-23
Budget Amend. No.2 Public Building Improvements	28-Jun-23
Budget Amend. No.2 Building Machinery and Equipment	28-Jun-23
Budget Amend. No.2 Public Building Other Current Charges	28-Jun-23
Budget Amend. No.2 Parks and Rec Utility and Services	28-Jun-23
Budget Amend. No.2 Parks and Rec Repairs and Maintenance	28-Jun-23
Budget Amend. No.2 Parks and Rec Other Current Charges/Town Events	28-Jun-23
Budget Amend. No.2 Park Impact Fee Improvements -92nd Street Park Renovation	28-Jun-23
Budget Amend. No.2 Capital Project Fund Finance Rent and Leases	28-Jun-23
Budget Amend. No.2 Capital Project Fund Machinery and Equipment	28-Jun-23
Budget Amend. No.2 Causeway Fund Repairs and Maintenance	28-Jun-23
Budget Amend. No.2 Causeway Fund Improvements	28-Jun-23
Budget Amend. No.2 Sewer Fund Professional Services	28-Jun-23
Budget Amend. No.2 Sewer Fund Repairs and Maintenance	28-Jun-23
Budget Amend. No.2 Water Fund Improvements	28-Jun-23
Budget Amend. No.2 Parking Fund Repairs and Maintenance	28-Jun-23
Budget Amend. No.2 Parking Fund Other Current Charges	28-Jun-23
SubTotal	
Budget Amend. No.2 Finance Professional Services	28-Jun-23
Budget Amend. No.2 Town Clerk Finance Rentals & Leases	28-Jun-23
Budget Amend. No.2 Water Transfer to Other Funds	28-Jun-23
Budget Amend. No.2 Water Transfer to Debt Service	28-Jun-23
Budget Amend. No.2 General Fund Revenue reclass	28-Jun-23
Budget Amend. No.2 General Fund Revenue reclass	28-Jun-23

Budget Amend. No.2 Finance Professional Services		28-Jun-23
Budget Amend. No.2 Causeway Professional Services		28-Jun-23
Budget Amend. No.2 Sewer Professional Services		28-Jun-23
Budget Amend. No.2 Water Professional Services		28-Jun-23
	SubTotal	
Budget Amend. No.2 Park Impact Park Impact Revenues		28-Jun-23
Budget Amend. No.2 General Fund Appropriate from Fund Bal.		28-Jun-23
Budget Amend. No.2 Capital Projects Appropriate from Fund Bal.		28-Jun-23
Budget Amend. No.2 Causeway Appropriate from Fund Bal.		28-Jun-23
Budget Amend. No.2 Sewer Appropriate from Fund Bal.		28-Jun-23
Budget Amend. No.2 Water Appropriate from Fund Bal.		28-Jun-23
Budget Amend. No.2 Parking Appropriate from Fund Bal.		28-Jun-23
Budget Amend. No.2 Causeway Change in balances		28-Jun-23
Budget Amend. No.2 Sewer Change in balances		28-Jun-23
Budget Amend. No.2 Water Change in balances		28-Jun-23
Budget Amend. No.2 Parking Change in balances		28-Jun-23
Budget Amend. No.2 Stormwater Change in balances		28-Jun-23
	SubTotal	
	Total	

Building
Personnel
Capital Outlay
Operating
Services

Fund(s)	Account(s)	Project # (s)	Amount Budgeted	Action
$ 1,500.00	001.5210.400031.000	Operating		
8,000.00	001.5125.400066.000	Capital Outlay		
10,000.00	001.5130.400066.000	Capital Outlay		
37,500.00	001.5135.400063.000	Capital Outlay		
30,189.29	001.5137.400048.000	Operating		
10,876.63	001.5137.400049.000	Operating		
400,000.00	001.5190.400057.000	Building		
20,240.00	001.5190.400043.000	Operating		
55,962.71	001.5190.400046.000	Operating		
58,462.21	001.5190.400063.000	Building		
110,445.63	001.5190.400063.000	Building		
117,865.00	001.5190.400064.000	Capital Outlay		
25,514.04	001.5240.400049.000	Operating		
10,500.00	001.5720.400043.000	Operating		
7,000.00	001.5720.400046.000	Operating		
96,333.38	001.5720.400049.030	Operating		
470,000.00	302.9990.324610.000	Building		
83,689.84	301.5210.400044.500	Capital Outlay		
54,596.96	301.5210.400064.000	Capital Outlay		
60,280.82	401.5415.400046.000	Operating		
2,300,000.00	401.5415.400063.000	Building		
98,527.00	402.5350.400031.000	Services		
45,000.00	402.5350.400046.000	Operating		
4,200.00	403.5330.400063.000	Operating		
13,586.38	404.5450.400046.000	Operating		
24,298.31	404.5450.400049.000	Operating		
$ 4,154,568.20				
17,000.00	001.5125.400031.000	Services		
5,000.00	001.5125.400044.500	Operating		
-200,000.00	403.5330.400091.000	Debt		
200,000.00	403.5330.400091.500	Debt		
-135,000.00	001.9990.334501.000	Operating		
135,000.00	001.9990.334701.100	Operating		

50,000.00	001.5130.400034.000	Services
25,000.00	401.5415.400031.000	Services
25,000.00	402.5350.400031.000	Services
25,000.00	403.5330.400031.000	Services
$ 147,000.00		
-470,000.00	302.9990.230005.300	Operating
-1,072,389.00	001.9990.382010.000	Operating
-138,287.00	301.9990.382010.000	Capital Outlay
-2,385,281.00	401.9990.400299.100	Building
-170,053.00	402.9990.400299.100	Operating
-29,200.00	403.9990.400299.100	Operating
-37,885.00	404.9990.400299.100	Operating
-73,342.00	401.9990.400299.000	Building
-148,536.00	402.9990.400299.000	Personnel
-14,758.00	403.9990.400299.000	Personnel
-7,375.00	404.9990.400299.000	Personnel
-3,692.00	406.9990.400299.000	Personnel
-4,550,798.00		
(249,229.80)		

AGENDA ITEM REPORT
June 28, 2023

ITEM NUMBER: 2.

ITEM: Consideration and **Approval** to purchase electrical materials from Graybar in the amount of $100,857.04 in connection with the installation of a new FPL electrical pole and transformer on the southwestern portion of the parking lot, to accommodate the temporary Town Hall modulars in the 95th Street Parking Lot. This purchase will be made under the emergency procurement provisions, pursuant to Section 2-1.3 of the Town Code. Enclosed is a copy of the electrical order quotes.

DESCRIPTION:
The Town of Bay Harbor Islands approved the demolition of the Town Hall Building. A location for a temporary Town Hall was sought out and the best location was the 95th Street Parking Lot. The parking lot was only used as a parking lot and did not have any utilities on it. An address was created for the new temporary Town Hall modular buildings and the address is 1050 95th Street. The parking lot is missing water, sewer, and electrical service. The area currently utilizes solar power for streetlights and a parking meter station. Plans were created by Chen Moore and Associates and were submitted to the County, FPL, Breezeline, and the Town Building Department.

The electrical plan is extensive and requires FPL to install a new pole and a transformer on the southwestern portion of the parking lot. A new meter and panel rack must be purchased and installed as part of the project. The Town is responsible for everything installed after the FPL sub-pole. Electrical distributors were sought out for proposals for the materials required for the project. The Town Electrician created a list and sent it out to four separate distributors. The largest distributor of electrical components provided a quote of $100,857.04 for the items requested. Two other distributors of utility supplies sent email stating that they decided not to submit a quote at this time. They stated verbally during conversations that nobody is likely to beat the price of Graybar who is a primary supplier for commercial electrical jobs. We also requested a quote from City Electric who decided not to submit a quote due to the size of the order and the inability to obtain some of the items requested.

We recommend that the Town Council approve the Proposal from Graybar in the amount of $100,858 rounded up to the nearest dollar.

See attachments for the proposals.

Graybar (General supplies quote and Panel and Disconnect quote)	$100,857.04
Core and Main	Passed on the opportunity
Ferguson	Passed on the opportunity
City Electric	Order was too big and couldn't supply major parts of the order (verbal)

RECOMMENDED ACTION:
Approve

FINANCIAL ANALYSIS:
A line item was created for the modular building installation, and the Town is seeking a budget Amendment at the June 28th Special Council Meeting to approve the expenditures. The purchase of materials for this project is part of the budget amendment of $100,857.04.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk
Maria Lasday, Town Manager

ATTACHMENTS

1.	Electrical Order Quotes
2.	Graybar Quotation 243676223 TRAILER INSTALLATION
3.	Graybar Quotation 0243683552
4.	Sec._2_1.3.___Emergency_procurements

Yvonne Hamilton

From: Vargas, Steven <Steven.Vargas@coreandmain.com>
Sent: Friday, June 23, 2023 11:09 AM
To: Jason Atkinson
Subject: Re: Electrical Order Quote

Jason,

I won't be able to get you a quote on time so we are going to pass on this opportunity. Thank you

Thanks,
Steven - Core and Main
C# 305-972-4665

Sent from my iPhone

> On Jun 21, 2023, at 11:15 AM, Jason Atkinson <jatkinson@bayharborislands-fl.gov> wrote:
>
> CAUTION: External
>
> Good afternoon,
>
> Please provide a proposal for the items listed in the attached PDF document. If you don't wish to bid on this at this time, please send me an email stating that you wish to pass on the opportunity. I need this soon if possible. The deadline is this Friday (6/23/23) at 12:00 pm EST. I apologize for the late request.
>
> <95th St. Modular Electrical Order.pdf>

Yvonne Hamilton

From:	matthew.gracie@ferguson.com
Sent:	Wednesday, June 21, 2023 2:10 PM
To:	Jason Atkinson
Subject:	RE: Electrical Order Quote

Jason,

Thanks for the opportunity, but I am going to pass on bidding this one.

Thanks,

Matt Gracie
Municipal Sales

(954)256-4281

From: Jason Atkinson <jatkinson@bayharborislands-fl.gov>
Sent: Wednesday, June 21, 2023 11:08 AM
To: Matthew Gracie <matthew.gracie@ferguson.com>; Vargas, Steven <steven.vargas@coreandmain.com>
Subject: Electrical Order Quote

Good afternoon,

Please provide a proposal for the items listed in the attached PDF document. If you don't wish to bid on this at this time, please send me an email stating that you wish to pass on the opportunity. I need this soon if possible. The deadline is this Friday (6/23/23) at 12:00 pm EST. I apologize for the late request.

11250 NW 91ST ST
MEDLEY FL 33178-1486
Phone: 305-520-4832
Fax: 305-520-4950

To: TOWN OF BAY HARBOR ISLANDS
JOHN PAUL TIRONE
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS FL 33154
Attn: John Paul Tirone
Phone: 305-866-6241
Fax:
Email:

Date: 06/19/2023
Proj Name: TRAILER INSTALLATION
GB Quote #: 0243676223
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 06/19/2023
Valid To: 07/19/2023
Contact: RAFAEL MOLINA
Email: rafael.molina@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		**1 EA**	**SQUARE D**	**BOM Q-4195394 ----2 PAGES ---6/19/23**		**$39,309.80**	**1**	**$39,309.80**
Item Note:	**- READ ALL SqD NOTES ON BOM ATTACHED**							
200		**2 EA**	**COOPER BUSSMANN**	**KRP-C-1000SP**	LOW-PEAK TIME-DELAY 300K	**$626.08**	**1**	**$1,252.16**
GB Part #: 88052061	UPC #: 05171260510							
300		**20 EA**	**COOPER BUSSMANN**	**FRN-R-125**	FUSETRON DUAL-ELEMENT CLASS RK5	**$57.28**	**1**	**$1,145.60**
GB Part #: 88050654	UPC #: 05171250745							
400		**1 EA**	**DITEK**	**D200-120/2401**	120/240 VAC 1-PHASE WYE 3 WIRE (+G)	**$930.40**	**1**	**$930.40**
GB Part #: 25154590	UPC #: 78298051102							
Item Note:	**- QUOTING (1) 200kA SPD; LEAD TIME IS APPROXIMATELY 5 DAYS ARO**							
500		**1 EA**	**EL BOX & ENC**	**18"X18"X96" WIRE THROUGH**		**$4,272.35**	**1**	**$4,272.35**
Item Note:	**- QUOTING (1) N3R 304 STAINLESS STEEL SCREW COVER - LEAD TIME IS APPROXIMATELY 5 DAYS**							

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted,freight terms are F.O.B. shipping point prepaid and bill.
Unless noted the estimated ship date will be determined at the time of order placement.

To:	TOWN OF BAY HARBOR ISLANDS JOHN PAUL TIRONE 9665 BAY HARBOR TERRACE BAY HARBOR ISLANDS FL 33154	Date:	06/19/2023
		Proj Name:	**TRAILER INSTALLATION**
		GB Quote #:	**0243676223**
Attn:	John Paul Tirone		

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

600	**1 EA**	**MILBANK**	**323412-SC3RA-SP**	NM3R AL SC ENC	**$619.33**	**1**	**$619.33**

GB Part #: 99430974 UPC #: 78457221484

Item Note: **- QUOTING (1) CT CABINET**

700	**1 EA**	**MILBANK**	**UAPC4512-O-TS0325**	20A 13T RL TS10-0325	**$513.86**	**1**	**$513.86**

GB Part #: 99430977 UPC #: 78457221487

Item Note: **- QUOTING (1) CT RATED METER SOCKET (TUV)**

Total in USD (Tax not included): $48,043.50

To:	TOWN OF BAY HARBOR ISLANDS JOHN PAUL TIRONE 9665 BAY HARBOR TERRACE BAY HARBOR ISLANDS FL 33154	Date:	06/19/2023
		Proj Name:	**TRAILER INSTALLATION**
		GB Quote #:	**0243676223**
Attn:	John Paul Tirone		

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GRAYBAR ELECTRIC COMPANY, INC.
TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar' s suppliers. If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and or services appropriately to take into account such increases in Graybar' s costs.
3. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned.
4. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed upon sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
5. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery of goods or services occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar' s reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are best estimates, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in provision of services, shipment or delivery.
6. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods as indicated in the statement of work may void the manufacturer' s warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
7. LIMITATION OF LIABILITY - Buyer' s remedies under this agreement are subject to any limitations contained in manufacturer' s terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar' s liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar' s option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.
8. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
9. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer' s assent to any additional or different terms set forth herein.
10. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
11. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
12. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development' s Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer' s country or any country where performance of this agreement or delivery of goods will occur.
13. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
14. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar' s sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
15. PAYMENT TERMS - Payment terms shall be as stated on Graybar' s invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
16. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.
17. CANCELLATION; CHANGES FOR SERVICES- Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar' s prior written approval in Graybar' s sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.

Signed:____________________________________

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com **24-Hour Emergency Phone#: 1-800-GRAYBAR**

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted,freight terms are F.O.B. shipping point prepaid and bill.

Unless noted the estimated ship date will be determined at the time of order placement.

11250 NW 91ST ST
MEDLEY FL 33178-1486
Phone: 305-520-4800
Fax: 305-520-4950

To: MIFL - INSTALLER
9665 Bay Harbor Terrace
BAY HARBOR ISLANDS FL 33154
Attn: John Paul Tirone
Phone:
Email: luis.acosta@graybar.com
Fax:

Date: 06/20/2023
Project Name:
GB Quote #: **0243683552**
Purchase Order Nbr:
Release Nbr:
Additional Ref#:
Revision Nbr: 2
Valid From: 06/20/2023
Valid To: 06/27/2023
Contact: LUIS A ACOSTA
Email: luis.acosta@graybar.com

Proposal

We appreciate your request and take pleasure in responding as follows

Notes:

	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	100		100	PVC COND	PVC-80-4	4 SCH80 COND 10FT	$990.82	100	$990.82

GB Part#:88215743
UPC#:98006006310 **Tax:**$69.36
ECCN:EAR99 **Schedule B:**3917.23
Ship From: Stock SF SERVICE CENTER
Long Description:4 in. Schedule 80 PVC conduit, length 10 ft., weight 308 per 100 ft. Schedule 80 Conduit is good for pressure applications, and has a thicker wall than Schedule 40 pipe. PVC Schedule 80 is highly durable, with high tensile and impact strength.

	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	200		12	PVC COND	ELL-80-90-4	SCH80 4IN 90DEG ELBOW	$7,529.09	100	$903.49

GB Part#:88215732
UPC#:98006006330 **Tax:**$63.24
ECCN:EAR99 **Schedule B:**3917.40
Ship From: Stock SF SERVICE CENTER
Long Description:4 in. Schedule 80 PVC 90-degree rigid conduit elbow, radius 16 in.

	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	300		20	PVC COND	TA-4	4 TERMINAL ADAPTER	$350.32	100	$70.06

GB Part#:88285236
UPC#:98006006210 **Tax:**$4.90
ECCN:EAR99 **Schedule B:**3917.40
Ship From: Backorder SF SERVICE CENTER
Long Description: Terminal adapter for 4 inch PVC conduit. Adapter is PVC.

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To:	MIFL - INSTALLER 9665 Bay Harbor Terrace BAY HARBOR ISLANDS FL 33154
Attn:	John Paul Tirone

Date:	06/20/2023
Project Name:	
GB Quote #:	**0243683552**

Proposal

We appreciate your request and take pleasure in responding as follows

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
400		20	BRIDGEPORT	110-S	4 IN UL CONDUIT LOCKNUT	$210.32	100	$42.06

GB Part#:88031113 **Country:**India
UPC#:78174720110 **Tax:**$2.94
MFR SPEC SHEET
ECCN:EAR99 **Schedule B:**7907.00.2000
Ship From: Stock SF SERVICE CENTER
Long Description: Steel locknut for rigid or IMC conduit is 4 inch.

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
500		20	BRIDGEPORT	330	4 IN PLASTIC BSHNG	$92.80	100	$18.56

GB Part#:88031681 **Country:**USA
UPC#:78174700330 **Tax:**$1.30
MFR SPEC SHEET
ECCN:EAR99 **Schedule B:**7907.00.2000
Ship From: Backorder SF SERVICE CENTER
Long Description: Plastic insulating bushing is 4 inch.

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
501		20	PVC COND	COUP-4	4 SCH40 COUPLING	$269.52	100	$53.90

GB Part#:88215639
UPC#:98006006110 **Tax:**$3.77
ECCN:EAR99 **Schedule B:**3917.40
Ship From: Stock SF SERVICE CENTER
Long Description: Conduit coupling for 4 inch schedule 40 PVC conduit. Coupling is PVC.

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
600		50	PVC COND	PVC-80-1-1/2	1-1/2 SCH80 COND 10FT	$279.23	100	$139.62

GB Part#:88215735
UPC#:98006006305 **Tax:**$9.78
ECCN:EAR99 **Schedule B:**3917.23
Ship From: Stock SF SERVICE CENTER
Long Description:1-1/2 in. Schedule 80 PVC conduit, length 10 ft., weight 72 per 100 ft. Schedule 80 Conduit is good for pressure applications, and has a thicker wall than Schedule 40 pipe. PVC Schedule 80 is highly durable, with high tensile and impact strength.

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To: MIFL - INSTALLER
9665 Bay Harbor Terrace
BAY HARBOR ISLANDS FL 33154
Attn: John Paul Tirone

Date: 06/20/2023
Project Name:
GB Quote #: **0243683552**

Proposal

We appreciate your request and take pleasure in responding as follows

	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	700		50	PVC COND	TA-1-1/2	1-1/2 TERMINAL ADAPTER	$59.01	100	$29.51

GB Part#:88285282
UPC#:98006006205 **Tax:**$2.06
ECCN:EAR99 **Schedule B:**3917.40
Ship From: Stock SF SERVICE CENTER
Long Description: Terminal adapter for 1-1/2 inch PVC conduit. Adapter is PVC.

	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	800		50	BRIDGEPORT	105-S	1 1/2 IN UL STEEL CONDUIT LOCKNUT	$28.80	100	$14.40

GB Part#:88031061 **Country:**India
UPC#:78174720105 **Tax:**$1.00
MFR SPEC SHEET
ECCN:EAR99 **Schedule B:**7907.00.2000
Ship From: Stock SF SERVICE CENTER
Long Description: Steel locknut for rigid or IMC conduit is 1-1/2 inch.

	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	900		50	BRIDGEPORT	325	1 1/2 IN PLASTIC BSHNG	$19.93	100	$9.97

GB Part#:88031676 **Country:**USA
UPC#:78174700325 **Tax:**$0.70
MFR SPEC SHEET
ECCN:EAR99 **Schedule B:**7907.00.2000
Ship From: Stock SF SERVICE CENTER
Long Description: Plastic insulating bushing is 1-1/2 inch.

	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	901		3	PVC COND	CAP-3	3 END CAP	$770.15	100	$23.10

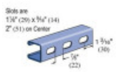
GB Part#:93153950
UPC#:98006006170 **Tax:**$1.62
ECCN:EAR99 **Schedule B:**3917.40
Ship From: Stock SF SERVICE CENTER
Long Description: End cap for 3 inch PVC conduit. End cap is PVC.

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To:	MIFL - INSTALLER 9665 Bay Harbor Terrace BAY HARBOR ISLANDS FL 33154	Date:	06/20/2023
		Project Name:	
		GB Quote #:	**0243683552**
Attn:	John Paul Tirone		

Proposal

We appreciate your request and take pleasure in responding as follows

	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	1000		10	UNISTRUT	P1000T 10SS	STAINLS ST 1.625 IN X 1.625 IN 12GA SLTD	$1,018.34	100	$101.83

GB Part#:94008186 **Country:**USA

UPC#:78636489929 **Tax:**$7.13

MFR SPEC SHEET

ECCN:EAR99 **Schedule B:**7222.40.6000

Ship From: Stock SF SERVICE CENTER

Long Description: Unistrut&#174 P1000T Series 12 ga. stainless steel 1-5/8 x 1-5/8 in. channel with 9/16 x 1-1/8 in. elongated holes on 2 in. centers, length 10 ft.

	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	1100		100	UNISTRUT	P1008 SS	304 .375 IN - 16 SPRING NUT	$117.20	100	$117.20

GB Part#:25685645 **Country:**USA

UPC#:78636405235 **Tax:**$8.20

ECCN:EAR99 **Schedule B:**7216.91.0010

Ship From: Reship-Factory

Long Description:<p>3/8 in. stainless steel spring nut, for 1-5/8 x 1-5/8 in. channel.</p>

	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	1200		100	L H DOTTIE	MBS38112	SS HEX MACH BOLT	$81.84	100	$81.84

GB Part#:99601279 **Country:**Thailand

UPC#:78100269812 **Tax:**$5.73

MFR SPEC SHEET

ECCN:EAR99

Ship From: Stock SF SERVICE CENTER

Long Description: Stainless steel 3/8 x 1-1/2 hex head cap screws with partial thread. Hex size 9/16 in. Package of 100.

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9665 Bay Harbor Terrace
BAY HARBOR ISLANDS FL 33154
Attn: John Paul Tirone

Date: 06/20/2023
Project Name:
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Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
1300		100	L H DOTTIE	FENWS38114	3/8 X 1 1/4 FENDER WASHER SS	$41.97	100	$41.97

GB Part#:25360757 **Country:**Multiple
UPC#:78100282575 **Tax:**$2.94
ECCN:EAR99
Ship From: Stock SF SERVICE CENTER
Long Description: Stainless steel 3/8 x 1-1/4 in. general purpose fender washers. Package of 100.

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
1400		20	ERICO PROD	615880	GRND ROD 5/8INX8FT CU BOND 10MIL	$23.18	1	$463.60

GB Part#:94035117 **Country:**USA
UPC#:78285630609 **Tax:**$32.46
MFR SPEC SHEET
ECCN:EAR99 **Schedule B:**7326.90.8605
Ship From: Stock SF SERVICE CENTER
Long Description: Eritech® pointed copper-bonded ground rod, 10 mil thickness, 8 ft. x 5/8 in. Molecular bond to nickel-sealed high strength steel core.

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
1500		10	ABB ELECTRICAL	COND3SA-G	3 GRAY PVC CTD COND AL	$5,313.85	100	$531.39

GB Part#:25126277 **Country:**USA
UPC#:70450832108 **Tax:**$37.19
MFR SPEC SHEET
ECCN:EAR99
Ship From: Stock ZONE-TAMPA, FL
Long Description:PVC Coated Conduit, Pipe Size 3 Inch/78 Metric, Outside Diameter with PVC 3.58 Inch/90.90 Millimeters, Nominal Wall Thickness with PVC .25 Inch/6.22 Millimeters, Length without Couplings 9 Feet 10-1/2 Inch /3.01 Meters, Aluminm, Gray

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To: MIFL - INSTALLER
9665 Bay Harbor Terrace
BAY HARBOR ISLANDS FL 33154
Attn: John Paul Tirone

Date: 06/20/2023
Project Name:
GB Quote #: 0243683552

Proposal

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	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	1700		12	CAL-BRITE	S63000UB00	3 SS316 STANDARD U BOLT	$37.56	1	$450.72

GB Part#:26369308
UPC#:84765600375 **Tax:**$31.55
MFR SPEC SHEET
Ship From: Reship-Factory
Long Description:3 in. U-Bolt is made from Type 316 stainless steel for increased corrosion resistance, Polished with standard “brite” finish to increase corrosion resistance and aesthetic appearance, Four type 316 stainless steel hex nuts included.

	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	1800		2500	PVC COND	PVC-1-1/2	1-1/2 SCH40 COND 10FT	$182.39	100	$4,559.75

GB Part#:88215678
UPC#:98006006005 **Tax:**$282.75
ECCN:EAR99 **Schedule B:**3917.23
Ship From: Stock SF SERVICE CENTER
Long Description:1-1/2 in. Schedule 40 PVC conduit, length 10 ft., weight 55 per 100 ft. Schedule 40 Pipe is perfect for water-supply applications and features a solvent-weld joint to provide a rigid joint connection.

	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	1900		50	PVC COND	COUP-1-1/2	1-1/2 SCH40 COUPLING	$47.19	100	$23.60

GB Part#:88215630
UPC#:98006006105 **Tax:**$1.42
ECCN:EAR99 **Schedule B:**3917.40
Ship From: Backorder SF SERVICE CENTER
Long Description: Conduit coupling for 1-1/2 inch schedule 40 PVC conduit. Coupling is PVC.

	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	1901		80	PVC COND	ELL-90-1-1/2	SCH40 1-1/2IN 90DEG ELBOW	$277.38	100	$221.90

GB Part#:88215666
UPC#:98006006045 **Tax:**$13.31
ECCN:EAR99 **Schedule B:**3917.40
Ship From: Stock SF SERVICE CENTER
Long Description:1-1/2 in. Schedule 40 PVC 90-degree rigid conduit elbow, radius 8-1/4 in.

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To: MIFL - INSTALLER
9665 Bay Harbor Terrace
BAY HARBOR ISLANDS FL 33154
Attn: John Paul Tirone

Date: 06/20/2023
Project Name:
GB Quote #: **0243683552**

Proposal

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	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	2000		2	PVC COND	CEMENT-REG BODY-CLR-LV-GAL	NA/7210605/G3 0324/55908/07 8887	$5,745.78	100	$114.92

GB Part#:93172030
UPC#:78007905004 **Tax:**$6.90
ECCN:EAR99
Ship From: Stock SF SERVICE CENTER
Long Description: Regular body clear gallon cement for PVC up to 4 inch schedule 40 and 2 inch schedule 80.

	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	2100		7500	WIRE	THHN-1-STR-B LK-CUT REEL	THHN/THWN-2 19 STR 600V 90DEG CU	$1,614.16	1000	$12,106.20

GB Part#:22061497
UPC#:98022061497 **Tax:**$726.37
MFR SPEC SHEET
ECCN:EAR99 **Schedule B:**8544.49
Ship From: Stock SF SERVICE CENTER
Long Description:THHN building wire has a 1 AWG stranded copper conductor. Building wire is black and packaged in a cut reel.

	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	2200		2500	WIRE	THHN-6-STR-B LK-CUT REEL	THHN/THWN-2 19 STR 600V 90DEG CU	$613.80	1000	$1,534.50

GB Part#:22061694 **Country:**USA
UPC#:98022061694 **Tax:**$92.07
MFR SPEC SHEET
ECCN:EAR99 **Schedule B:**8544.49
Ship From: Stock SF SERVICE CENTER
Long Description:THHN building wire has a 6 AWG stranded copper conductor. Building wire is black and packaged in a cut reel.

	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	2300		20	UNISTRUT	P1215AS EG	UNIVERSAL PIPE CLAMP 1 -.5 IN	$91.74	100	$18.35

GB Part#:99845799 **Country:**USA
UPC#:78636401321 **Tax:**$1.10
MFR SPEC SHEET
ECCN:EAR99 **Schedule B:**7216.91.0010
Ship From: Stock SF SERVICE CENTER
Long Description:1-1/2 in. electrogalvanized steel 2-piece pre-assembled Rigid/IMC/EMT conduit clamp, 14 ga.

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To:	MIFL - INSTALLER 9665 Bay Harbor Terrace BAY HARBOR ISLANDS FL 33154
Attn:	John Paul Tirone

Date:	06/20/2023
Project Name:	
GB Quote #:	**0243683552**

Proposal

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	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	2400		10	UNISTRUT	P1121AS EG	RIGID STEEL CONDUIT CLAMP 4 IN	$241.47	100	$24.15

GB Part#:99845808 **Country:**USA

UPC#:78636401315 **Tax:**$1.45

MFR SPEC SHEET

ECCN:EAR99 **Schedule B:**7216.91.0010

Ship From: Stock SF SERVICE CENTER

Long Description:4 in. electrogalvanized steel 2-piece pre-assembled Rigid/IMC conduit clamp, 11 ga. Pre-Assembled 2 piece Rigid/IMC Conduit clamps are used to support or secure Rigid/IMC conduit to mounting surface.

	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	2500		2500	WIRE	THHN-500MCM-BLK-CUT REEL	THHN/THWN-2 37 STR 600V 90DEG CU	$9,173.27	1000	$22,933.18

GB Part#:22080895

UPC#:98022080895 **Tax:**$1,375.99

MFR SPEC SHEET

ECCN:EAR99 **Schedule B:**8544.49

Ship From: Backorder SF SERVICE CENTER

Long Description:THHN building wire has a 500 MCM stranded copper conductor. Building wire is black and packaged in a cut reel.

	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	2600		1000	WIRE	THHN-3/0-STR -GRN-CUT REEL	THHN/THWN-2 19 STR 600V 90DEG CU	$3,142.16	1000	$3,142.16

GB Part#:22061514

UPC#:98022061514 **Tax:**$188.53

MFR SPEC SHEET

ECCN:EAR99 **Schedule B:**8544.49

Ship From: Backorder SF SERVICE CENTER

Long Description:THHN building wire has a 3/0 AWG stranded copper conductor. Building wire is green and packaged in a cut reel.

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To: MIFL - INSTALLER
9665 Bay Harbor Terrace
BAY HARBOR ISLANDS FL 33154
Attn: John Paul Tirone

Date: 06/20/2023
Project Name:
GB Quote #: **0243683552**

Proposal

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	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	2700		20	WIRE	BARE-CU-SD-3/0-19STR-CUT REEL	BARE CU	$2,751.57	1000	$55.03

GB Part#:22063077
UPC#:98022063077 **Tax:**$3.30
ECCN:EAR99 **Schedule B:**7413.00
Ship From: Backorder SF SERVICE CENTER
Long Description: Bare copper soft drawn 3/0 AWG 19 strand cut reel

	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	2800		500	WIRE	BARE-CU-SD-6-SOL-CUT REEL	BARE CU	$524.26	1000	$262.13

GB Part#:22061327
UPC#:98022061327 **Tax:**$15.73
ECCN:EAR99 **Schedule B:**7413.00
Ship From: Stock SF SERVICE CENTER
Long Description: Bare copper soft drawn 6 AWG solid cut reel

	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	2900		20	ERICO PROD	CP58	GRD ROD CLAMPSIL BRZSTD DUTY1/2IN-5/8	$2.56	1	$51.20

GB Part#:96083214 **Country:**USA
UPC#:78285630703 **Tax:**$3.07
MFR SPEC SHEET
ECCN:EAR99 **Schedule B:**8535.90.8040
Ship From: Backorder SF SERVICE CENTER
Long Description: Standard Eritech&#174 bronze 1/2 to 5/8 inch ground rod clamp for 10 AWG solid to 2 AWG stranded wire.

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To: MIFL - INSTALLER
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BAY HARBOR ISLANDS FL 33154
Attn: John Paul Tirone

Date: 06/20/2023
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	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	3000		12	BURNDY LLC	BIBD6004	MECHNCL MULTI PORT CONNECTOR 600V 4 PORT	$53.22	1	$638.64

GB Part#:99522806 **Country:**USA
UPC#:78181022416 **Tax:**$38.32
MFR SPEC SHEET
ECCN:EAR99 **Schedule B:**8535.90.8020
Ship From: Backorder ZONE-TAMPA, FL
Long Description:4-port Unitap&#8482 aluminum connector for 4 AWG to 600 kcmil wire.

	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	3100		1	MILWAUKEE ELEC TOOL	2472-21XC	M12 600 MCM CABLE CUTTER KIT	$539.20	1	$539.20

GB Part#:25447160 **Country:**China
UPC#:04524227733 **Tax:**$32.35
MFR SPEC SHEET
ECCN:EAR99 **Schedule B:**8467.29.0090
Ship From: Reship-Factory
Long Description:M12™ 600 MCM Cable Cutter Kit

	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	3200		1	MILWAUKEE ELEC TOOL	2677-23	M18 6T KO KIT 1/2 - 4	$1,639.74	1	$1,639.74

GB Part#:26128219 **Country:**China
UPC#:04524250131 **Tax:**$98.39
MFR SPEC SHEET
Ship From: Reship-Factory

	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	3300		1	MILWAUKEE ELEC TOOL	2429-21XC	M12 CORDLESS BAND SAW KIT	$307.23	1	$307.23

GB Part#:25421065 **Country:**China
UPC#:45242262274 **Tax:**$18.43
MFR SPEC SHEET
ECCN:EAR99 **Schedule B:**8467.22.0090
Ship From: Reship-Factory
Long Description:M12™ cordless sub-compact band saw includes 18 TPI sub-compact band saw blade, M12 XC high capacity REDLITHIUM™ battery, M12 Li-Ion battery charger and carrying case.

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To:	MIFL - INSTALLER 9665 Bay Harbor Terrace BAY HARBOR ISLANDS FL 33154
Attn:	John Paul Tirone

Date:	06/20/2023
Project Name:	
GB Quote #:	**0243683552**

Proposal

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Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
3400		10	GREENLEE TOOLS INC	825-7/8	HOLESAWVARIABLE PITCH 7/8	$11.95	1	$119.50

GB Part#:88121764 **Country:**USA

UPC#:78331019136 **Tax:**$7.17

MFR SPEC SHEET

ECCN:EAR99 **Schedule B:**8202.99.0000

Ship From: Backorder SF SERVICE CENTER

Long Description: Variable pitch hole saw has a 7/8 inch diameter.

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
3500		10	GREENLEE TOOLS INC	825-1-1/8	HOLESAWVARIABLE PITCH 1 1/8.	$11.94	1	$119.40

GB Part#:88121719 **Country:**USA

UPC#:78331019141 **Tax:**$7.16

MFR SPEC SHEET

ECCN:EAR99 **Schedule B:**8202.99.0000

Ship From: Backorder ZONE-TAMPA, FL

Long Description: Variable pitch hole saw has a 1-1/8 inch diameter.

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
3600		1	MILWAUKEE ELEC TOOL	49-56-7240	HOLE SAW ARBOR 7/16 Q/C	$26.90	1	$26.90

GB Part#:25655452 **Country:**China

UPC#:04524222580 **Tax:**$1.61

ECCN:EAR99 **Schedule B:**8466.10.0130

Ship From: Backorder SF SERVICE CENTER

Long Description: Large Thread Quick Change Arbor, 7/16 In.

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
3700		10	BLACK & DECKER	DW1916	1/4 PILOT POINT R DRILL BIT	$5.31	1	$53.10

GB Part#:22068273 **Country:**China

UPC#:28877302157 **Tax:**$3.19

Schedule B:8207.50.2055

Ship From: Backorder SF SERVICE CENTER

Long Description: Drill Bit, Pilot Point, Tapered Web, 1/4 Inch Drill Diameter, Straight Shank Type, Dewalt Brand, Packaging Quantity 1 Per Pack

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	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	3800		1	CRC CHEMICAL	14050	12-OZ CUTTING OIL	$15.43	1	$15.43

GB Part#:88067689 **Country:**USA
UPC#:07825414050 **Tax:**$0.93
MFR SPEC SHEET
ECCN:EAR99 **Schedule B:**3214.10.0020
Ship From: Backorder SF SERVICE CENTER
Long Description: Metal thread cutting lubricant 16 ounce aerosol can with brown liquid color. For Ferrous and Non-Ferrous Metals Anti-Weld Properties Sulfur Free.

	Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	3900		1	IDEAL IND	42-251	6-IN RED ELEC BURIED	$223.29	1	$223.29

GB Part#:94043979 **Country:**USA
UPC#:78325042251 **Tax:**$13.40
ECCN:EAR99 **Schedule B:**3921.90.5050
Ship From: Backorder SF SERVICE CENTER
Long Description:1000-feet x 6-inch black on red detectable underground tape with solid foil core. CAUTION BURIED ELECTRIC LINE legend.

Subtotal: $52,813.54
Estimated Tax : $3,218.81
(Actual tax value will be calculated at time of order placement)
Total : $56,032.35

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Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price

GRAYBAR ELECTRIC COMPANY, INC.

TERMS AND CONDITIONS OF SALE

1.,,ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order issubject to credit approval and acceptance of order by Graybar ElectricCompany, Inc. ("Graybar") and, when applicable, Graybar's suppliers. Ifcredit of the buyer of the goods or services ("Buyer") becomesunsatisfactory to Graybar, Graybar reserves the right to terminate uponnotice to Buyer and without liability to Graybar.

2.,,PRICES AND SHIPMENTS - Unless otherwise quoted, prices for goodsshall be those in effect at time of shipment, which shall be made F.O.B.shipping point, prepaid and bill. Unless otherwise indicated in theapplicable quotation or statement of work, prices for services shall bethose in effect at the time of completion. The contract price for goodsand or services shall be increased by the amount of any applicabletariff, excise, fee, assessment, levy, charge or duty of any kindwhatsoever, imposed, assessed or collected by any governmental body,whether or not reflected in the costs charged to Graybar, and Graybarmay increase its cost for goods and or services appropriately to takeinto account such increases in Graybar's costs.

3.,,RETURN OF GOODS - Credit may be allowed for goods returned withprior approval. A deduction may be made from credits issued to covercost of handling. Returns will not be accepted for services or anymaterial which has been modified at the request of or by Buyer. Inaddition, no custom orders may be returned.

4.,,TAXES - Prices shown do not include sales or other taxes imposed onthe sale of goods or services. Taxes now or hereafter imposed uponsales, shipments or services will be added to the purchase price. Buyeragrees to reimburse Graybar for any such tax or provide Graybar withacceptable tax exemption certificate.

5.,,DELAY IN DELIVERY - Graybar is not to be accountable for delays indelivery of goods or services occasioned by acts of God, failure of itssuppliers to ship or deliver on time, or other circumstances beyondGraybar's reasonable control, including, but not limited to, sourcing,shipment or delivery issues caused by, related to or resulting fromCOVID-19 or other similar national or global health situations. Factoryshipment or delivery dates are best estimates, and in no case shallGraybar be liable for any consequential or special damages arising fromany delay in provision of services, shipment or delivery.

6.,,LIMITED WARRANTIES - Graybar warrants that all goods sold are freeof any security interest and will make available to Buyer alltransferable warranties (including without limitation warranties withrespect to intellectual property infringement) made to Graybar by themanufacturer of the goods. Buyer acknowledges that the performance ofany service which alters the manufacturer provided goods as indicated inthe statement of work may void the manufacturer's warranty. Graybarshall use the same care and skill a similarly situated provider of likeservices would exercise following commonly accepted industry practicesin the performance of its duties under this agreement. GRAYBAR MAKES NOOTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALLIMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIESOF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED INWRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLDHEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANYSAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2)IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECTPATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOTBE MAINTAINED AT ALL TIMES.

7.,,LIMITATION OF LIABILITY - Buyer's remedies under this agreement aresubject to any limitations contained in manufacturer's terms andconditions to Graybar, a copy of which will be furnished upon writtenrequest. Furthermore, Graybar's liability shall be limited to eitherrepair or replacement of the goods, re-performance of the services, orrefund of the purchase price, all at Graybar's option, and IN NO CASESHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIALDAMAGES. In addition, claims for shortages, other than loss in transit,must be made in writing not more than five (5) days after receipt ofshipment. Unless otherwise agreed in the applicable statement of work,acceptance of services will occur not more than five (5) days aftercompletion of performance.

8.,,WAIVER - The failure of Graybar to insist upon the performance ofany of the terms or conditions of this agreement or to exercise anyright hereunder shall not be deemed to be a waiver of such terms,conditions, or rights in the future, nor shall it be deemed to be awaiver of any other term, condition, or right under this agreement.

9.,,MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions,and any associated statement of work, supersede all othercommunications, negotiations, and prior oral or written statementsregarding the subject matter of these terms and conditions. No change,modification, rescission, discharge, abandonment, or waiver of theseterms and conditions shall be binding upon Graybar unless made inwriting and signed on its behalf by a duly authorized representative ofGraybar. No conditions, usage of trade, course of dealing orperformance, understanding or agreement, purporting to modify, vary,explain, or supplement these terms and conditions shall be bindingunless hereafter made in writing and signed by the party to be bound.Any proposed modifications or additional terms are specifically rejectedand deemed a material alteration hereof. If this document shall bedeemed an acceptance of a prior offer by Buyer, such acceptance isexpressly conditional upon Buyer's assent to any additional or differentterms set forth herein.

10.,,REELS - When Graybar ships returnable reels, a reel deposit may beincluded in the invoice. The Buyer should contact the nearest Graybarservice location to return reels.

11.,,CERTIFICATION - Graybar hereby certifies that these goods wereproduced in compliance with all applicable requirements of Sections 6,7, and 12 of the Fair Labor Standards Act, as amended, and ofregulations and orders of the United States Department of Labor issuedunder Section 14 thereof. This agreement is subject to Executive Order11246, as amended, the Rehabilitation Act of 1973, as amended, theVietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O.13496, 29 CFR Part 471, Appendix A to Subpart A, and the correspondingregulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and60-250.5 are incorporated herein by reference, to the extent legallyrequired.

12.,,FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicablelaws and regulations relating to anti-corruption, including, withoutlimitation, (i) the United States Foreign Corrupt Practices Act (FCPA)(15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance,and (ii) laws and regulations implementing the Organization for EconomicCooperation and Development's Convention on Combating Bribery of ForeignPublic Officials in International Business Transactions, the U.N.Convention Against Corruption, and the Inter-American Convention AgainstCorruption in Buyer's country or any country where performance of thisagreement or delivery of goods will occur.

13.,,ASSIGNMENT - Buyer shall not assign its rights or delegate itsduties hereunder or any interest herein without the prior writtenconsent of Graybar, and any such assignment, without such consent, shallbe void.

14.,,GENERAL PROVISIONS - All typographical or clerical errors made byGraybar in any quotation, acknowledgment or publication are subject tocorrection. This agreement shall be governed by the laws of the State ofMissouri applicable to contracts to be formed and fully performed withinthe State of Missouri, without giving effect to the choice or conflictsof law provisions thereof. All suits arising from or concerning thisagreement shall be filed in the Circuit Court of St. Louis County,Missouri, or the United States District Court for the Eastern Districtof Missouri, and no other place unless otherwise determined in Graybar'ssole discretion. Buyer hereby irrevocably consents to the jurisdictionof such court or courts and agrees to appear in any such action uponwritten notice thereof.

15.,,PAYMENT TERMS - Payment terms shall be as stated on Graybar'sinvoice or as otherwise mutually agreed. As a condition of the salesagreement, a monthly service charge of the lesser of 1-1/2% or themaximum permitted by law may be added to all accounts not paid by netdue date. Visa, MasterCard, American Express, and Discover credit cardsare accepted at point of purchase only.

16.,,EXPORTING - Buyer acknowledges that this order and the performancethereof are subject to compliance with any and all applicable UnitedStates laws, regulations, or orders. Buyer agrees to comply with allsuch laws, regulations, and orders, including, if applicable, allrequirements of the International Traffic in Arms Regulations and/or theExport Administration Act, as may be amended. Buyer further agrees thatif the export laws are applicable, it will not disclose or re-export anytechnical data received under this order to any countries for which theUnited States government requires an export license or other supportingdocumentation at the time of export or transfer, unless Buyer hasobtained prior written authorization from the United States Office ofExport Control or other authority responsible for such matters.

17.,, CANCELLATION; CHANGES FOR SERVICES- Buyer may cancel or makechanges to a statement of work up to five (5) business days prior tocommencement of the work. All changes and cancellations after such dateare subject to Graybar's prior written approval in Graybar's sole andabsolute discretion. Buyer shall pay to Graybar amounts necessary tocover cancellation, restocking fees and other charges applicable to thecancelled goods or services including those incurred or committed to byGraybar.

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted,freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

Sec. 2-1.3. Emergency procurements.

(a) Notwithstanding any other provisions of this division, the town manager may make emergency procurements without receiving prior approval from the town council when a threat to public health, welfare, or safety exists; provided that such emergency procurements shall be made in accordance with the competitive bidding requirements enumerated in section 2-1.1 to the extent determined by the town manager to be practicable under the circumstances.

(b) Town manager shall report the procurement at the next regular meeting of the town council with a full written report of the circumstances of the emergency, including an itemized accounting of the emergency procurement.

(Ord. No. 881, § 1, 5-11-09)

AGENDA ITEM REPORT
June 28, 2023

ITEM NUMBER: 3.

ITEM: Consideration and **Approval** of a proposal in the amount of $99,895.00 from Kimley-Horn and Associates, Inc. for drainage improvements south of Kane Concourse on West Bay Harbor Drive. Enclosed is a copy of the proposal.

DESCRIPTION:
The Town has a professional continuing engineering services agreement with Kimley-Horn and Associates. This proposal is for drainage improvements on West Bay Harbor Drive south of Kane Concourse. The Town is experiencing roadway flooding on West Bay Harbor Drive in front of the first several properties on the west side of the road just south of Kane Concourse. The improvements will contemplate a prefabricated stormwater pump station along with a new stormwater outfall at the 9500 West Bay Harbor Drive property via a new easement.

The objectives of the proposal include the following:

1. Model and design stormwater improvements for the project area.
2. Develop specific details and specifications for installation of the stormwater improvements.
3. Coordination with a stormwater pump manufacturer.
4. Prepare a sketch and legal for the new stormwater outfall easement through the private property. It is assumed that the Town will lead the coordination with the property owner.
5. Provide professional services associated with project design, bid document development, bidding assistance, and construction phase services.

RECOMMENDED ACTION:
Approve

FINANCIAL ANALYSIS:
Thirty-Eight Thousand Dollars ($38,000) is available in the Other Contractual Services Account to cover the first part of the project. The remaining funds will be appropriated in the FY 2024 Budget.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Kane Concourse and W Bay Harbor Drive Drainage Improvements-rev

PROJECT AGREEMENT

Between

TOWN OF BAY HARBOR ISLANDS

And

Kimley-Horn and Associates, Inc.

For

Drainage Improvements South of Kane Concourse on W. Bay Harbor Drive

Pursuant to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" (hereinafter referred to "CONTINUING SERVICES AGREEMENT") between the TOWN OF BAY HARBOR ISLANDS (hereinafter referred to as "TOWN") and Kimley-Horn And Associates, Inc. (hereinafter referred to as "CONSULTANT") dated October 23, 2017, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below.

The TOWN and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide professional services to the TOWN for the Project as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "2."

1.3 The TOWN may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the TOWN the following Deliverables:

See "Scope of Services" as listed in Exhibit "2."

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the project is completed, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The TOWN Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the TOWN Council

3.2 **Commencement.** The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the TOWN. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. CONSULTANT must receive written notice from the TOWN Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the TOWN on the Commencement Date, and shall continuously perform services to the TOWN, without interruption, in accordance with the time frames set forth in Exhibit "2". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** TOWN agrees to pay CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of **$99,895.00**. It is understood that the method of compensation is that of Lump Sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 **Reimbursables.** It is acknowledged and agreed to by CONSULTANT that the lump sum set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, TOWN'S obligation to reimburse CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoices**

5.1.1 **Lump Sum Compensation.** CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "3", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the TOWN for payment to the CONSULTANT is disputed, or additional backup documentation is required, the TOWN shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the TOWN with a written response and any additional information requested by the TOWN within five (5) working days of the date of the TOWN's notice. The TOWN may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The TOWN, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the TOWN becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the TOWN may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the TOWN's reasonable satisfaction.

5.4 **Final Payment.** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the TOWN that, upon receipt from the TOWN of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the TOWN all documents requested by the TOWN evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the TOWN by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this Agreement or causes it to be terminated by the TOWN, the CONSULTANT shall indemnify the TOWN against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the TOWN for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Agreement may be terminated by the TOWN for convenience upon five (5) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the TOWN and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the TOWN its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the TOWN make any payment of profit to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination**. Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the TOWN and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the TOWN, transfer to either the TOWN or its authorized designee, a copy of all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the TOWN'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the TOWN.

6.4 **Suspension for Convenience**. The TOWN shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If any such suspension is directed by the TOWN, the CONSULTANT shall immediately comply with same. In the event the TOWN directs a suspension of performance as provided for herein, through no fault of the CONSULTANT, the TOWN shall pay to the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable cost, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
_Stefano Viola ________________	_Project Manager ______________

_Tiffany Stanton _________________	_Professional Engineer ___________
_Matt Brosman _____________	_Professional Engineer____________
_Sebastian Vittorino_______________	_Engineer_______________________
_Angel Turpin_____________________	_Engineer_______________________
_Luis Guerra ____________________	_Inspector_______________________
_Shanda Layne___________________	_Administrative__________________
_Casey Crozier___________________	_Administrative__________________

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the TOWN reserves the right to reject any proposed substitution for any of the above-named individuals, and the TOWN shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the "Continuing Service Agreement" between the TOWN and the CONSULTANT dated October 23, 2017, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The TOWN, signing by and through its _Town Manager_, attested to by its Town Clerk, duly authorized to execute same, and by CONSULTANT, by and through its __Vice President__, duly authorized officer to execute same.

TOWN
TOWN OF BAY HARBOR ISLANDS

By:____

The ______ day of ______________, 2023

AUTHENTICATION:

____
Town Clerk

(SEAL)

APPROVED AS TO FORM

____
Town Attorney

<u>CONSULTANT</u>
KIMLEY-HORN AND ASSOCIATES, INC.

By:____
Print Name:__ Stefano Viola, P.E.________________
Title:__ Vice President___________________________

The ______ day of _______________, 2023

AUTHENTICATE:

____
Secretary

____
Print Name

(CORPORATE SEAL)

WITNESSES:

____
Print Name: ______________________

____
Print Name: ______________________

Exhibit “1”

Project Description

The CONSULTANT is pleased to submit this proposal for drainage improvements on West Bay Harbor Drive south of Kane Concourse. It is our understanding that the Town is experiencing roadway flooding on West Bay Harbor Drive in front of the first two properties on the west side of the road just south of Kane Concourse. The improvements will contemplate a prefabricated stormwater pump station along with a new stormwater outfall at the 9500 West Bay Harbor Drive property via a new easement.

The project objectives are as follows:

1. Model and design stormwater improvements for the project area.
2. Develop specific details and specifications for installation of the stormwater improvements.
3. Coordination with a stormwater pump manufacturer.
4. Prepare a sketch and legal for the new stormwater outfall easement through the private property. It is assumed that the Town will lead the coordination with the property owner.
5. Provide professional services associated with project design, bid document development, bidding assistance, and construction phase services.

Exhibit “2”

Scope of Services

The scope of services will be completed by CONSULTANT and will be performed in close coordination with TOWN staff.

<u>Task 1 - Project Initiation, Survey, Geotechnical, and Schematic Design</u>

As part of this task, the CONSULTANT shall obtain, review, and analyze survey and soil testing for the Project Area. Upon receipt of the survey and geotechnical information, the CONSULTANT shall visit the site listed in the Project Description (Exhibit “1”) to collect data and note existing conditions. The survey and information collected during the site visits will be utilized to develop a schematic design plan. The schematic design plan will be represented to the TOWN on one (1) plan sheet identifying proposed drainage improvements and existing conditions. The schematic drainage design plan will be the basis for discussion with TOWN staff.

As part of this task, two (2) copies of the survey will be forwarded to each utility company known to operate in the vicinity of the Project Area. Each utility company will be requested to return one redlined survey, identifying the horizontal and vertical location of their facilities and any proposed improvements planned within the next two years to the TOWN. This information will be incorporated into the schematic design plan upon receipt from the utility companies.

As part of this Task, the CONSULTANT shall attend one (1) meeting with TOWN staff. Task 1 will be completed within 16 weeks of authorization to proceed.

<u>Task 2 – Design Development Plans</u>

Utilizing the survey, soil testing results and schematic design plan developed in Task 1 above, the CONSULTANT shall prepare preliminary 60% design plans for the construction of paving and drainage improvements within the Project Area. These Design Development Plans shall show the geometric layout on top of the base survey data. The basis for design will be the Miami-Dade County Public Works Manual and Florida Department of Transportation (the “FDOT”) Standard Indexes where applicable. Task 2 will be completed within 8 weeks of receiving schematic design plan approval from TOWN staff. The following plan sheets may be included in the Design Development Plans:

1. Key Sheet – Project title, vicinity map, engineer of record, and other appropriate information.

2. Plan and Profile Sheets – Containing the geometric, horizontal and vertical alignment for the drainage improvements of the roadways within the project area. These sheets shall also contain limits for any milling and resurfacing.

3. Miscellaneous Construction Details – These sheets shall provide construction details that are not included in the FDOT Standard Indexes or Miami-Dade County Details.

4. Miscellaneous Drainage Details – These sheets would provide drainage details that are not included in the FDOT Standard Indexes or Miami-Dade County Details.

5. Typical Signing and Pavement Marking Details – Signing and pavement markings shall be detailed for use in the project.

<u>Task 3 – Drainage Design and Permitting</u>

3.1 Coordination Meetings

The CONSULTANT shall attend one (1) coordination meeting each with representatives of the Miami Dade County Department of Environmental Resources Management ("DERM") and the Miami-Dade County Department of Public Works ("Miami-Dade Public Works") during the course of the design and permitting process. The intent of the meetings will be to review the proposed design and permitting requirements.

3.2 Hydraulic Analysis

The hydraulic analysis shall be completed for the Project Area based upon the geotechnical and survey information obtained in Task 1. During the analysis, the volume of stormwater runoff shall be calculated from the design storm and the capacity of the existing stormwater collection system shall be evaluated. The results of the above noted calculations along with the incorporation of budget constraints will be the basis for design of the stormwater system.

3.3 Permitting

The CONSULTANT shall prepare and submit permit applications to DERM and Miami-Dade Public Works. The package will consist of the permit application form, pre-development and post-development runoff calculations, and the Design Development Plans. Responses to comments (one set of review comments by DERM and Miami-Dade Public Works) will be prepared within the Final Construction Plans. The TOWN will pay all permit fees directly. The permit applications will be submitted within 12 weeks of receiving design development plan approval from TOWN staff.

<u>Task 4 - Final Construction Plans and Contract Documents</u>

4.1 Final Construction Plans

Upon receipt of comments from DERM and Miami-Dade Public Works, the Design Development Plans will be upgraded to Construction Plans incorporating the permitting agency comments. This task will be completed within 6 weeks of receiving DERM and Miami-Dade Public Works permit approval.

4.2 Contract Documents

During this task, Kimley-Horn will perform the following:

1. Determine anticipated construction time for contract purposes.
2. Update the engineer's opinion of probable construction costs.
3. Prepare a bid form that will list the separate pay items, estimated quantities, and units.
4. Provide the TOWN with a project description to be included in the TOWN's Front End documents.

Task 5 – Contractor Selection Assistance

5.1 Bidding Assistance

It is our understanding that the TOWN will use a competitive bidding process to hire a contractor to construct the improvements described in the final construction plans and contract documents. The CONSULTANT shall consult with and advise the TOWN and act as its representative for the proposed improvements during the bidding process. This task is limited to attendance at a pre-bid meeting and issuance of addenda in response to contractor questions. Once bids are received, the CONSULTANT shall review the bids and prepare a bid tabulation sheet for use in making the recommended award.

Task 6 – Limited Construction Phase Services

This task is to provide limited construction phase services by the CONSULTANT during construction of the project. There are six separate construction phase sub tasks regarding the TOWN's Drainage Improvements project. The tasks are as follows:

5. Meetings
6. Resident Project Representative
7. Shop Drawing Review
8. Contract Clarification
9. Review of Pay Application
10. Project Close-out

The estimated construction duration for the scope of work is 270 days.

6.1 Meetings

The CONSULTANT shall attend bi-monthly progress meetings (as scheduled by the CONSULTANT) with the Contractor(s) to assess the project schedule and Contractor progress for the duration of the construction process. This task includes eighteen (18) meetings.

6.2 Resident Project Representative

A Resident Project Representative ("RPR") shall be furnished by the CONSULTANT and shall act as directed by the CONSULTANT in order to assist the CONSULTANT in observing performance of the work of the Contractor(s). The duties, responsibilities, and limitations on the authority of the RPR and assistants will be in accordance with the sections of EJCDC Document associated with this issue.

The RPR shall visit the site one (1) time per week, for two (2) hours per day, for thirty (30) weeks (total of 30 visits) at the various stages of construction to observe the progress and quality of the executed work of the Contractor(s) and to determine if such work is proceeding in accordance with the contract documents for the construction of the improvements (the "Contract Documents"). The RPR shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The RPR's efforts will be directed toward providing the TOWN with a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents. The RPR shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, the CONSULTANT shall keep the TOWN informed of the progress of the work, shall endeavor to protect the TOWN against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents. The CONSULTANT shall perform the observations in accordance with the standard of care of the profession at the time of service.

The RPR shall prepare and submit monthly reports to the CONSULTANT of the field visits describing the general working conditions, areas of construction activity, tests performed, and special and unusual events.

6.3 Shop Drawing Review

The CONSULTANT shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the General Conditions of each construction contract) and samples and other data that each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review and approval, or other action, shall not extend to means, methods, sequences, techniques or procedures of construction, or safety precautions and programs incident hereto. The CONSULTANT shall perform these reviews in accordance with the standard of care of the profession at the time of service.

The CONSULTANT shall consult with and advise the TOWN as to the acceptability of substitute materials and equipment that are proposed by the prime contractor(s) hereinafter called "Contractor(s)".

6.4 Contract Clarifications

The CONSULTANT shall issue the TOWN’s instructions to Contractor(s), as well as issue necessary interpretations and clarifications of the plans and specifications in connection therewith and review change orders as required.

6.5 Review of Pay Application

Based on the CONSULTANT’s on-site observations and upon review of applications for payment and the accompanying data and schedules, the CONSULTANT shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment shall constitute a representation to the TOWN based on such observations and review that the work has progressed to the point indicated and that, to the best of the CONSULTANT’s knowledge, information, and belief, the quality of work is in accordance with the Contract Documents (subject to any qualifications stated in the CONSULTANT’s recommendations), and that payment of the amount recommended is due to Contractor(s).

By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement. Neither ENGINEER’s review of Contractor's work for the purposes of recommending payments nor ENGINEER’s recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, equipment choice and usage, sequences, or procedures of construction of safety precautions or programs incident thereto, nor Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

6.6 Project Close-out

The CONSULTANT shall review the Project to determine if the Project is substantially complete and conduct a final review to determine if the work has been completed in accordance with the Contract Documents. If the Contractor has fulfilled all of his obligations there under, the CONSULTANT may recommend, in writing, final payment to each Contractor and may give written notice to the TOWN and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).

The CONSULTANT will review project record drawings prepared, provided, and certified by the Contractor. One set of reproducible “As-Built” drawings will be provided to the TOWN.

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)’ or subcontractor(s)’ agents or employees, or any other persons (except the CONSULTANT’s own employees and agents) at the site or otherwise performing any of the Contractor(s)’ work.

PROJECT ASSUMPTIONS

Based on the replacement of the existing sanitary sewer manhole covers, the following assumptions pertain to this scope of work:

- Major redesign effort due to changes in the overall project scope, budget, or programming after any of the design phases.
- Environmental Engineering (Phase I/Phase II)
- Traffic Studies or traffic engineering services not specifically noted above
- Permit expediting services
- Dewatering permitting
- No roadway or sidewalk design/improvements are required.

SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 – 4 within 270 days of the written Notice to Proceed. Task 5 shall be determined based on the bid dates and construction award period.

Exhibit "3"

Payment Schedule

The CONSULTANT will complete this scope of services for the lump sum amount of **$99,895.00.** The following is a breakdown of the lump sum fee for reference:

Task	Description	Labor Fee
1	Project Initiation, Survey, Geotech, and Schematic Design	$32,130.00
2	Design Development Plans	$28,085.00
3	Drainage Design and Permitting	$11,685.00
4	Final Construction Plans and CD's	$23,065.00
5	Contractor Selection Assistance	$4,930.00
	TOTAL LUMP SUM FEE	**$99,895.00**

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