***NOTE: A request form is available from the Deputy Town Clerk or on the Town's website; please fill it in and return it no later than the "Public Comment" section of the meeting if you would like to address the Town Council. When you speak, you must come to the podium in the front and clearly state your name and address for the record. Please mute or turn off your cell phone or electronic devices 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

## REGULAR COUNCIL MEETING
## AGENDA

## REVISED

November 20, 2024
7:00 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 in being barred from the meeting. Persons exiting the Chambers shall do so quietly.*

## SPECIAL NOTICE

A Regular Meeting of the Town Council of the Town of Bay Harbor Islands will take place in-person and virtually through the Zoom platform, on Wednesday, November 20, 2024, at 7:00 p.m.

"In an effort to provide greater public access and comment on pending matters, the Town of Bay Harbor Islands is providing a Zoom link to enable members of the public to comment on pending items on the Town Council agenda. Zoom access is provided under the same terms and conditions as in-person access, including length of time and decorum. Anyone desiring to be heard may utilize the Zoom link. However, members of the public must understand that the provision of Zoom access for comments is a courtesy, not a vested right, and that access is provided subject to the availability and functionality of the Town's equipment. There is no guarantee that internet service will be reliable or that the Town's equipment will function as intended. In the event that the Zoom access is unavailable or interrupted for any reason, the Town Council meeting will still proceed forward, and will not be stopped or rescheduled in any regard. Those wishing to be absolutely certain that their comments are heard by the Town Council should present themselves in person at the Council meeting and seek recognition, or alternatively, should submit their comments in advance of the meeting in writing to the Town Clerk, and ask that they be read into the record, subject to the above terms and conditions, such as length and decorum. The validity of any actions taken by the Town Council will in no way be affected by the use or functionality of Zoom access for comments."

Zoom Meeting Link: https://us06web.zoom.us/j/85112507352
Meeting ID: 851 1250 7352

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

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

US Toll Free Numbers: 877 853 5247 or 888 788 0099
For higher quality, dial a number based on your current location):
US: 1 305 224 1968 or 1 646 558 8656 or 1 301 715 8592

Meeting ID: 851 1250 7352
Participant ID: Press the # key.

To request to speak: Dial *9 on your telephone device to activate the "Raise your Hand" feature on the Zoom platform.

Members of the Public can also submit their request to speak and/or comments via email to the Office of the Town Clerk at yhamilton@bayharborislands-fl.gov prior to 4:00 p.m. on the day of the meeting.

## CALL TO ORDER:

## PLEDGE OF ALLEGIANCE:

## ROLL CALL:

## SPECIAL PRESENTATION:

1. FLC University/Elected Municipal Officials (IEMO) II Certificate of Completion – Council Member Teri D'Amico

## REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA

## ITEMS: TOWN MANAGER'S REPORT:

2. Presentation of TDR Annual Report pursuant to Section 23-22.2 of the Town Code. Town Planner Michael Miller

## COUNCIL REPORTS:

## PUBLIC COMMENT

*There is a three (3) minute time limit for each speaker during public comment and a two (2) minute time limit for each speaker during all other agenda items. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than three (3) minutes, please arrange a meeting with the Town Manager or appropriate administrative official.* ***A request form is available from staff or on the Town's website; please fill it in and return it to the Deputy Town Clerk no later than the conclusion of "Public Comment" section of the meeting, if you would like to address the Town Council.*** *Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.*

## COMMITTEE REPORTS:

## CONSENT AGENDA: *(Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.)*

3. **Consideration** and **Approval** of the Regular Council Meeting dates for the 2025 calendar year. Enclosed is a list of the proposed dates.

4. **Consideration** and **Approval** of a Resolution renewing an agreement between the Town of Bay Harbor Islands and David Caserta Government Relations, Inc. for consulting services related to government relations efforts at the State level. Enclosed are the proposed agreement and draft resolution.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA EXTENDING THE TERM OF THE PROFESSIONAL SERVICES AGREEMENT WITH DAVID CASERTA GOVERNMENT RELATIONS, INC. FOR STATE LOBBYING SERVICES FOR AN ADDITIONAL TERM OF NOVEMBER 1, 2024 THROUGH OCTOBER 31, 2025; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

5. **Consideration** and **Approval** of a Resolution regarding a Budget Amendment to the FY 2023-2024 Budget. Attached is a copy of the draft Resolution with supporting documents.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING BUDGET AMENDMENT NO. 3 FOR THE ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, ADJUSTING REVENUES AND EXPENDITURES OF FUNDS ESTABLISHED AND REFLECTED HEREIN; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

6. **Consideration** and **Approval** of a resolution regarding carry-forward appropriations from the 2023-2024 budget year into FY 2024-2025. Enclosed are the draft resolution and Finance Director's memorandum.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING BUDGET AMENDMENT NO. 1 FOR THE FISCAL YEAR 2024-2025 BUDGET TO PROVIDE FOR CARRYFORWARDS FROM FISCAL YEAR 2024 TO FISCAL YEAR 2025; PROVIDING INCORPORATION OF RECITALS, PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

7. **Consideration** and **Approval** of a resolution to enter into an Interlocal Agreement with Miami-Dade County for publishing public notices on their website. Enclosed are the Staff Report, draft resolution, and interlocal agreement.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY RELATING TO THE PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON MIAMI-DADE COUNTY'S PUBLICLY ACCESSIBLE WEBSITE; PROVIDING FOR INCORPORATION OF RECITALS, PROVIDINGFOR AUTHORIZATION, AND PROVIDING FOR AN EFFECTIVE DATE.**

8. **Consideration** and **Approval** of the issuance of a Request for Qualifications (RFQ) for a certified Local Agency Program (LAP) Engineering Consultant, as required by the Florida Department of Transportation (FDOT). Enclosed is the Staff Memo.

9. **Consideration** and **Approval** of the issuance of a Request for Qualifications (RFQ) for a General Contractor to perform minor tasks under the direction of the Director of Public Works. Enclosed is the Staff Memo.

10. **Consideration** and **Approva**l of a resolution approving Task Order No. 001 with AtkinsRealis USA in the amount of $250,000, to conduct Climate Change Vulnerability Assessment (CCVAs). Enclosed are the Staff Memo, Task Order, and draft resolution.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING A TASK ORDER IN THE AMOUNT OF $250,000 WITH ATKINSREALIS USA, UNDER THE ENGINEERING CONSULTANT CONTINUING SERVICES AGREEMENT, TO COMPLETE THE TOWN'S VULNERABILITY ASSESSMENT PROJECT; PROVIDING FOR INCORPORATION OF RECITALS, PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

11. **Consideration** and **Approval** of a resolution approving the implementation of a Mutual Aid Agreement and Joint Declaration between the City of Doral and the Town of Bay Harbor Islands for shared law enforcement services. Enclosed are the agreements and draft resolution.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING A MUTUAL AID AGREEMENT AND JOINT DECLARATION BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND THE CITY OF DORAL FOR LAW ENFORCEMENT SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.**

12. **Consideration** and **Approval** of a resolution approving the implementation of a Mutual Aid Agreement and Joint Declaration between the City of Florida City and the Town of Bay Harbor Islands for shared law enforcement services. Enclosed are the agreements and draft resolution.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING A MUTUAL AID AGREEMENT AND JOINT DECLARATION BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND THE CITY OF FLORIDA CITY FOR LAW ENFORCEMENT SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.**

**STAFF RECOMMENDATION:** Council's Discretion **POLL VOTE**

**ORDINANCES ON SECOND READING:**

13. **Consideration** and **Approval** of an ordinance on Second Reading amending Chapter 24, Section 16 related to the regulations of landscape requirements. Sponsored by Council Member Robert Yaffe. Enclosed are the proposed ordinance and Staff Memo.

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO THE REGULATION OF LANDSCAPE REQUIREMENTS, AMENDING CHAPTER 24 ENTITLED PROPERTY MAINTENANCE STANDARDS; AMENDING SECTION 24-16 ENTITLED MINIMUM LANDSCAPE STANDARDS, TO MODIFY THE LANDSCAPE STANDARDS; RETITLING SECTION 24-16.1 FROM "USE OF FERTILIZER" TO "TREE REMOVAL, PROTECTION, REPLACEMENT AND ABUSE"; SECTION 24-16.3 "DEFINITIONS"; RETITLING SECTION 24-16.10 FROM "MANAGEMENT OF GRASS CLIPPINGS AND VEGETATIVE MATTER" TO "MAINTENANCE REQUIREMENTS"; SECTION 24-16.15 "ENFORCEMENT AND PENALTIES"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**STAFF RECOMMENDATION:** Council's Discretion **POLL VOTE**

**ORDINANCES ON FIRST READING:**

14. **Consideration** and **Approval** of an ordinance on First Reading amending Section 12-21 of the Town Code regarding Definitions for Construction Activity. Enclosed are the Staff Memo and proposed ordinance.

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO NUISANCES OF CONSTRUCTION ACTIVITIES; AMENDING ARTICLE II OF CHAPTER 12 ENTITLED NOISE; AMENDING SECTION 12-21 ENTITLED DEFINITIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**STAFF RECOMMENDATION:** Council's Discretion **POLL VOTE**

**DEFERRED ITEMS:**

**TOWN MANAGER ITEMS:** *(Town business items requiring Council approval)*

15. **Consideration** and **Approval** of a Resolution designating a weekday (Tuesday, Wednesday or Thursday prior to the election) for Early Voting, pursuant to Section 6-4 of the Town Code. Enclosed is the draft Resolution.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, DESIGNATING THE WEEKDAY FOR EARLY VOTING FOR THE APRIL 1, 2025 GENERAL ELECTION PURSUANT TO SECTION 6-4 OF THE TOWN CODE; AUTHORIZING THE TOWN CLERK TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**STAFF RECOMMENDATION:** Council's Discretion **POLL VOTE**

**DISCUSSION ITEMS:**

~~16. **Discussion** and **Possible** action regarding an amendment to Section 23-4 of the Town Code to establish additional permitted uses in the RM-1 and RM-2 Zoning Districts. Enclosed are the proposed ordinance and draft language for consideration. Sponsored by Mayor Joshua D. Fuller~~

17. **Discussion** and **Possible** action regarding the License Agreements for Temporary Parking Space. Sponsored by Council Member Stephanie Bruder. Enclosed are the lease application documents.

18. **Discussion** and **Possible** action on adopting a set of rules for members of the Town Council, specifically regarding meetings and debate procedures, in accordance with Section 2.07 of the Town Charter. Sponsored by Council Member Teri D'Amico.

19. **Discussion** regarding Council Member Teri DiAmico's presentation on schematic design for the new Town Hall, Police Station, and the Parking Garage. Sponsored by Council Member Teri D'Amico.

**ADJOURNMENT:** Approximately 11:00 p.m.

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

**AGENDA ITEM REPORT**
November 20, 2024

**ITEM NUMBER: 1.**

**ITEM:** FLC University - International Institute of Municipal Officials (IEMO) II Certificate of Completion - Council Member Teri D'Amico

**DESCRIPTION:**
Council Member D'Amico attended the Florida League of Cities Municipal Officials II Training on October 25-26. The League has requested that her certificate be formally presented at a Council Meeting.

**RECOMMENDED ACTION:**

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**FINANCIAL ANALYSIS:**
There is no fiscal impact.

**BUDGET IMPACT:**

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Submitted By: Yvonne Hamilton, Town Clerk

**ATTACHMENTS**

| | |
|---|---|
| 1. | FLC University - Institute of Elected Official-Council Member Teri D'Amico |
| 2. | IEMOII Certificate of Completion |

FLC UNIVERSITY

November 8, 2024

Clerk, Town of Bay Harbor Islands
1030 95 Street
Bay Harbor Islands, FL 33154-2005

Greetings from the Florida League of Cities:

Enclosed is one or more Certificate(s) of Completion to be awarded to the elected official(s) of the Town of Bay Harbor Islands for completion of the 2024 Institute for Elected Municipal Officials II (IEMO II) held October 25-26 in Altamonte Springs, Florida.

We ask that the certificate(s) be presented as an agenda item for your next meeting and be formally recorded in the minutes. We believe the importance of completing the Institute for Elected Municipal Officials II training should be known to key officials and your community.

Thank you so much for your cooperation with this. If you have any questions, please don't hesitate to contact me at cbarton@flcities.com

Sincerely,

Christen Barton
Member Training Specialist
Florida League of Cities

Enclosure



P.O. Box 538135
Orlando, Florida 32853-8135

Phone: (407) 425-9142
Fax: (407) 425-9378

flcities.com

FLC UNIVERSITY

November 8, 2024

Councilmember Theresa D'Amico
Town of Bay Harbor Islands
1030 95 Street
Bay Harbor Islands, FL 33154-2005

Dear Councilmember D'Amico,

On behalf of the Florida League of Cities, I am pleased to award this certificate to you for the completion of the Institute for Elected Municipal Officials II in Altamonte Springs held on October 25-26, 2024.

It is our sincere hope that you found the program and challenging and worthwhile. We encourage you take advantage of other training opportunities through FLC University and recommend our trainings to your colleagues. As a graduate of IEMO I and IEMO II you will now be invited to attend our Leadership Class. This course is invitation only, so keep an eye out for a personalized email from us with more information on the course and the registration link!

We strongly believe that your attendance at the Institute is indicative of your continued commitment to improving the quality of municipal government in Florida. If we may be of assistance in the future, please do not hesitate to call upon us.

Sincerely,

Lynn S. Tipton

Lynn S. Tipton
Director, FLC University
Florida League of Cities



P.O. Box 538135
Orlando, Florida 32853-8135

Phone: (407) 425-9142
Fax: (407) 425-9378

flcities.com

FLC UNIVERSITY

# IEMO II

## Certificate of Completion

October 25-26, 2024 • Altamonte Springs, FL

*Presented to*

**Theresa D'Amico**

Councilmember

*Town of Bay Harbor Islands*

FLC

FLORIDA LEAGUE OF CITIES

FLC UNIVERSITY

November 8, 2024

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Thank you so much for your cooperation with this. If you have any questions, please don't hesitate to contact me at cbarton@flcities.com

Sincerely,

Christen Barton
Member Training Specialist
Florida League of Cities

Enclosure



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FLC UNIVERSITY

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We strongly believe that your attendance at the Institute is indicative of your continued commitment to improving the quality of municipal government in Florida. If we may be of assistance in the future, please do not hesitate to call upon us.

Sincerely,

Lynn S. Tipton

Lynn S. Tipton
Director, FLC University
Florida League of Cities



P.O. Box 538135
Orlando, Florida 32853-8135

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flcities.com

FLC UNIVERSITY

# IEMO II

## Certificate of Completion

October 25-26, 2024 • Altamonte Springs, FL

*Presented to*

**Theresa D'Amico**

Councilmember

*Town of Bay Harbor Islands*

FLC

FLORIDA LEAGUE OF CITIES

**AGENDA ITEM REPORT**
November 20, 2024

**ITEM NUMBER: 2.**

**ITEM:** Presentation of TDR Annual Report pursuant to Section 23-22.2 of the Town Code - Town Planner Michael Miller

**DESCRIPTION:**
Pursuant to Section 23-22.2 of the Town Code, the Town Manager is required to present an annual report to the Town Council which outlines the number of rights sold during the year, the purchase price per TDR, and other relevant information.

**2023 TDR Annual Report Commentary**

| Start of TDR Program in 2004 | TDR Program in 2023 |
|---|---|
| # of Single-family Homes 279 DU | # of Single-family Homes 263 DU |
| # of Multi-family Homes 2,826 DU | # of Multi-family Homes 2,876 DU |
| # of Total Homes 3,105 DU | # of Total Homes 3,139 DU |

**Net Increase 2004-2023 = 34 Built DU**

Balance of Remaining TDRs as of 12/31/23 (East Island MFR Only)

Public TDRs 41 DU
Private TDRs 970 DU

Town-owned TDR dwelling units transferred to Waterfront properties: $125,000
Town-owned TDR dwelling units transferred to Non-waterfront properties: $100,000

**RECOMMENDED ACTION:**

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**FINANCIAL ANALYSIS:**
There is no financial impact for preparing this report.

**BUDGET IMPACT:**

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Submitted By: Yvonne Hamilton, Town Clerk

**ATTACHMENTS**

| | |
|---|---|
| 1. | BHI Staff Report 2023 TDR Annual Report Nov 12 2024 |
| 2. | TDR Map |
| 3. | Final - Town Owned TDR Bank 2023 |
| 4. | Final - Private TDR Bank 2023 (003) |
| 5. | BHI 2023 List of Public TDR Actions (003) |
| 6. | BHI 2023 List of Private TDR Actions- |
| 7. | Final - Annual Committed Dwelling Units Summary Table 2023 (003) |
| 8. | Final - Complan DU Analysis DMS and TDR 2023 (002) |
| 9. | Final - Annual Report DMS and TDR 2023 (002) |

**MICHAEL MILLER PLANNING ASSOCIATES, INC.**
Land Design Municipal Planning Services Transportation Planning

# TOWN OF BAY HARBOR ISLANDS COMMUNITY DEVELOPMENT MEMORANDUM

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

**Date:** **November 12th, 2024**

**Subject:** **Town of Bay Harbor Islands**
**Density / Transfer of Development Rights (TDR)**
**Overview of Program / Administration**
**Town Council Presentation of 2023 TDR Annual Report**
**MMPA Acct. No. 01-0702-0500**

## BACKGROUND / HISTORY OF TDR PROGRAM

The Town's original 1989 Comprehensive Plan (Complan) prepared by an architectural firm (Middlebrooks) contained major errors in how residential density was analyzed and presented in that document. As the Town was mostly developed at that time and redevelopment had not as yet begun to occur, this issue was not known to exist. It was not until the late 1990s - early 2000s that this issue came to light, as the Town leaders at that time recognized that the tax base had stagnated / was declining and the Town sought means to redevelopment sites. Creative zoning programs were devised including a PRD District that allowed very intensive development up to 15-stories in height. Seven (7) redevelopment projects were submitted to the Town and approved, but only two (2) were built before the citizens revolted and passed a Charter restriction on building height (75 feet), and the State ordered that no new permits be issued, as the PRD densities exceeded the Complan density limit. The PRD District was eventually repealed. It was at that time the Complan density problem was discovered – the Town's "average" density was mistakenly adopted as a density "cap" – even though 1/3 of the East Island multifamily complexes were already built at densities much higher than the Town's average density. The PRD projects had residential densities far in excess of the Complan "limit" of 34 DUA, but the Town did not realize this and approved the projects. This initially caused chaos in the Town but was rectified in 2004 as explained below. In 1989, the original consultant took each platted block and inventoried what was actually built (villas / duplexes / triplexes / townhouses / 2-story garden apartments / mid-rises / high rises) and determined a block-by-block density average. There is a wide variety of the types of multifamily dwelling units in each block - one story duplexes right next to 7+ story mid-rises or 12-story high rises – built long ago (40-50 years). A duplex is typically about 7-8 units per acre (DUA), while garden apartments are 15-25+/- units per acre, mid-rises are 40-50+ units per acre and high rises are 50-200+ units per acre (# of DU divided by lot acreage). But the Town's original Complan stated 34 units per acre, which was supposed to be the Town's "density average" - not a density cap for each site - it was very poorly written – but it stated that it was the density cap.

When MMPA started to work for the Town (2001-02), as stated above, the Town Council had begun to recognize the Town's tax base was stagnating / declining and operating revenues were tight. The Town Council sought means to reinvigorate the community by encouraging redevelopment – and devised plans (Code modifications / other) to encourage redevelopment – and it worked. One of the Town Council members was even the developer of the Carroll Walk PRD and strongly promoted the ideas. The Council demanded that landowners be allowed to build whatever they wanted (density / height). MMPA was requested to ask the state planning agency (DCA) to significantly increase the 34 DU to a much higher number similar to neighboring communities - which was quickly denied by the state, due to the Town's location on the barrier islands and hurricane evacuation concerns. The citizens were also realizing the PRD Code allowed 15-story buildings with almost no setbacks and some started the Citizens Coalition that resulted in the Charter building height restriction (75'). After MMPA studied the matter / presented the data / existing development pattern to the state / regional planners they agreed we needed a somewhat unique flexible system to address the conditions in the Town.

More than 1/3 of the older existing multifamily complexes have densities over 34 DUA (dwelling units per acre) so the Town had to grandfather them in – and the state agreed. As an example, if you assume 34 DUA is a "cap" (2 lots is .52 acres x 34 = 18 DU) and an older 24 DU building is severely damaged by a hurricane and the replacement value exceeds 50% and the site is redeveloped, which of the unit owners is not allowed to move back in? Everyone (council / state planners / property owners / public) also felt that since the existing higher density developments were allowed to have density above 34 DUA why could they not do the same. The Town needed a system of fair play so all would be treated equally.

In urban planning we use the terms gross acres / density and net acres / density. Gross acres are all land within a geographic area and net acres is just the land one owns (i.e. no streets). A few cities allow the use of 1/2 the adjoining right-of-way to determine allowable density - the Town does not. If there was a 10-acre raw piece of undeveloped land and someone wanted to develop it and the allowable density was 10 DUA, they could build up to 100 DU. It could be all single-family homes or a mixture of dwelling unit types. It would be up the site designer and Town to agree to a plan of development with individual development areas noted. One plan might include 30 single family homes in one area of this overall parcel and 20 townhouses in another area and the rest in a 50-unit apartment building - all totaling not more than 100 DU but each are having a different density - from 3 DUA for SFR to 12 DUA for TH to 30+ DUA for MFR. They would subdivide the land and create streets, drainage areas, opens spaces, etc. This is how city planning works too. Governments calculate the gross acres in a designated land area and assigns an overall density number. Over time the landowners / government agencies work together to decide the actual layout of the community.

The original 1989 Complan had various acres listed for the West Island and East Island. In the 1980s few cities or survey / engineering companies had computers capable of calculating land areas like today (GIS), so they used plats and individual surveys. It is not uncommon that those numbers could be slightly "off" but that was the method everyone used back then. Because the Town's development density issue was so "hot" in 2002, one of the first things MMPA did when hired was to acquire a copy of the Miami-Dade Property Appraiser's computerized base maps and create new maps for the Town. This enabled us to calculate all land areas more accurately. MMPA hired a separate survey / engineering firm (MARCOR) to prepare the maps and calculate the land areas. A comparison chart was prepared. The overall Town acreage was off between

the 1989 Complan numbers and the 2002 surveyed numbers. MMPA used this engineered data base for the 2004 Complan update we now use. The state DCA agreed to this data set and DU analysis, and the Town was approved in 2004-05.

As related to the East Island 119.32 gross acres (all platted lots / streets) was determined to be in the Medium-High Density area, which is everything but the commercial areas and Ruth K. Broad school complex. When different land use categories touch, one typically measures to the center of streets / waterways / etc. We then had to determine the maximum number of allowable dwelling units (119.32 acres x 34 = 4,057 DU). We had to account for the higher density grandfathered dwelling units (over 34 DUA). We had to account for the underdeveloped sites (a 2-unit duplex exists but the site is allowed 9 DU). In that scenario they would potentially have 7 TDR units. The Town was penalized by the state for the illegal PRD projects (Carroll Walk / La Natique = 27 DU over the allowable) - no grandfathering them.

Following is the overall math:

Total Allowable DU = 4,057 DU

Existing DU 2003 = 2,868 DU (changes year to year) (includes 478 Grandfathered DU)

Guaranteed DU = 858 DU (underdeveloped sites)

PRD Sites Penalty = (27 DU)

Town TDR Acct. = 304 DU in 2004 (now 330 DU less those sold)

Note: In 2008 the Town bought the 3 lots on 98th Street for a park (Behan) so we added 26 units to the account - so the Town had 330 DU before we started selling the TDR units. We have now sold 289 Town TDR units, so we have 41 TDR units left in the residential Town account (2023). There is a separate TDR account for the commercial areas too (private / public). The Town cannot transfer DU between the residential / commercial areas without state approval. The Complan anticipated 4,057 DU maximum plus the grandfathered 478 DU in the multifamily areas on the East Island so there is some extra density too. Many existing property owners are completely satisfied with their current dwellings and may never redevelop to the maximum limits or ask for TDR units. But the future is a long time and older buildings often become obsolete without great expense to maintain / modernize them. The Town's goal was to have a planned flexible density allocation system with a maximum known limit. All of the Town's infrastructure can handle the maximum development (see the Complan text). Obviously, over time maintenance and system upgrades may be necessary. At this time there is no problem with potable water, sanitary sewer, drainage or traffic. There is normal short-term traffic congestion during the morning and afternoon peak hours (work / school trips) and Kane Concourse experiences considerable "cut-through" traffic from the mainland to the beach areas. The Town monitors the traffic levels which have not changed much in many years. The local streets are operating at LOS "A" which is the best at 20-25% of their capacity. Kane Concourse is a state controlled arterial roadway (Town has no jurisdiction) also with lots of theoretical traffic

capacity. However, the operating traffic congestion is different than capacity. The state law was changed in 2011 (Governor Scott) to not mandate traffic concurrency anymore - the county and most local communities have chosen to keep it so far. FDOT / M-D control / set roadway capacity on Kane Concourse (state arterial roads).

Density Averaging Systems / TDR systems are used for a wide variety of purposes in city planning / development (historical protection / wetlands / forest protection / steep slopes / etc.). Broward County's entire density system was designed around density averaging (a density limit is assigned to a large geographic area) and each community decides on the geographical distribution. MMPA worked closely with the former state planning agency (DCA / now DEO) staff to create the Town's density allocation system - DCA found the Town's Comprehensive Plan "In Compliance" with this system in 2004. The Town instituted the program that year and annually monitors the existing number of DU / allocated TDR units and remaining allowed DU. In the future there could come a time when the Town may decide to revisit this system and/or modify it. While the Town's overall number of DU is apparently fixed by the state (barrier island / hurricane evacuation), the density allocations within the Town's subareas could possibly be modified (move DU between commercial / residential areas and between the islands).

**2023 TDR Annual Report Commentary**

| **Start of TDR Program in 2004** | | **TDR Program in 2023** | |
|---|---|---|---|
| # of Single-family Homes | 279 DU | # of Single-family Homes | 263 DU |
| # of Multi-family Homes | 2,826 DU | # of Multi-family Homes | 2,876 DU |
| # of Total Homes | 3,105 DU | # of Total Homes | 3,139 DU |

**Net Increase 2004-2023 = 34 Built DU**

**Balance of Remaining TDRs as of 12/31/23 (East Island MFR Only)**

| | |
|---|---|
| Public TDRs | 41 DU |
| Private TDRs | 970 DU |

**2023 TDR Activity** - As opposed to the past few years due to the COVID-19 slowdown – an increase in TDR acquisition activity occurred in 2023 (12 total TDR transactions). This included 19 Private TDRs / 44 Net Public TDRs (59 Public TDRs sold / 15 Public TDRs recovered). Only 1 new MFR permit was issued (Clara 10281 WBHD) and 5 permits for SFR redevelopment.

**New Development Under Construction**

Historically about 60% of the Town's approved MFR Site Development Plans move forward with physical construction. Currently there are 9 MFR projects under construction totaling 235 new DU in the MFR areas, plus the 1177 Kane Concourse MXD project with 66 DU (Separate TDR Account in Commercial Areas). In total this equals 301 new DU.

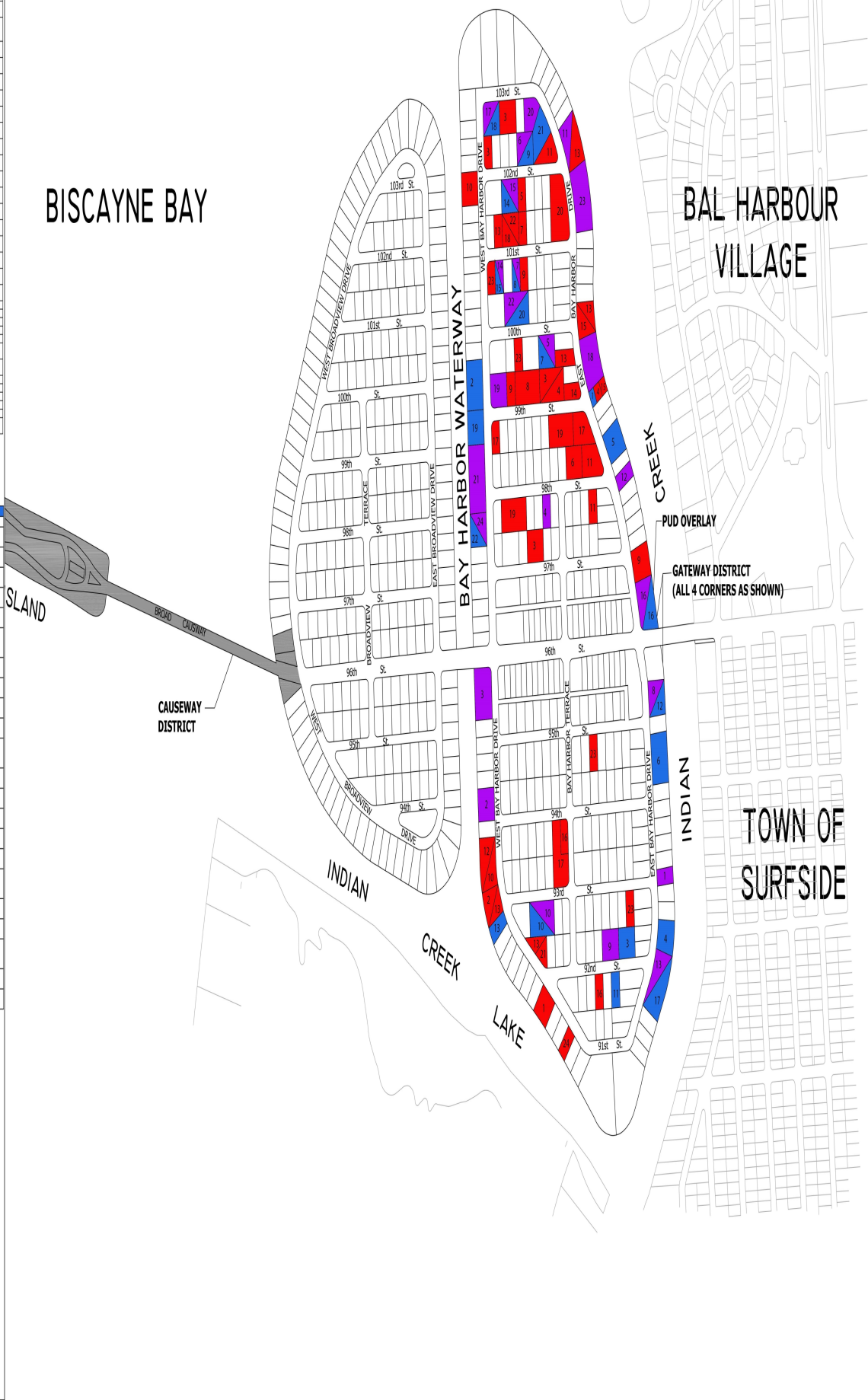
For 2024 the only TDR activity has been an alteration to the 1177 KC MXD project (decrease from 96 DU to 66 DU – Town will receive 24 Public TDRs back) and a recent TDR "swap" (involving 3 private DU) for proposed new MFR projects at 10301 EBHD from 9955 EBHD.

Private TDR

| | Project Name | Owner | Property Address | # of Units Sold | Resolution No. |
|---|---|---|---|---|---|
| 1 | Millennium East | 9350 West Bay Harbor Drive<br>Lot 23 and the West ½ of Lot 24 Block 2 | 9301 EBHD | 3<br>Waterfront | 1036-A |
| 2 | Millennium West | 9300 West Bay Harbor Drive | 9400 WBHD | 8<br>Waterfront | 1024 |
| 3 | Monarch Hotel | 1135-49 97th Street<br>Lots 13-14 of Block 22 | 9540 WBHD | 8<br>Non-waterfront | 1138 |
| 3 | Monarch Hotel | 10201 -10269 West Bay Harbor Drive<br>Lot 8 Block 5 (Bay Har TH) | 9540 WBHD | 4<br>Waterfront | 1137 |
| 3 | Monarch Hotel | 1155-83 102nd Street<br>Lots 4-5 of Block 5 | 9540 WBHD | 2<br>Waterfront | 1172 |
| 3 | Monarch Hotel | 1085 98th Street<br>Lots 17-19 Block 8 | 9540 WBHD | 7<br>Waterfront | 1173 |
| 4 | BH Loft<br>(Bay Breeze) | 1085 98th Street<br>Lots 17-19 Block 8 | 1133-34 98th Street | 7<br>Non-waterfront | 1174 |
| 4 | BH Loft<br>(Bay Breeze) | 9801 East Bay Harbor Drive<br>Lot 22 Block 4 | 1133-34 98th Street | 1<br>Non-waterfront | 2019 |
| 5 | 1100TownLofts | 1143 102nd Street<br>Lot 6 Block 6 | 1100-26 100th Street | 5<br>Non-waterfront | 1181 |
| 6 | Bay View 102 | 1065-75 98th Street<br>Lots 22 and 23 of Block 8 | 1133-45 102nd Street | 6<br>Non-waterfront | 1182 |
| 7 | 1150 Condominium | 1145 101st Street<br>Lot 15 Block 8 | 1150 101st Street | 5<br>Non-waterfront | 1190 |
| 8 | La Boutique | 1135-1149 89th Street<br>Lots 14-16 Block 8 | 8621-41 EBHD | 18<br>Waterfront | 1189 |
| 9 | 1045 92nd Street<br>(Sophie) | 9855 East Bay Harbor Drive<br>Lots 33-34 Block 4 | 1045 92nd Street | 6<br>Non-waterfront | 2089 |
| 9 | 1045 92nd Street<br>(Sophie) | 10095 Bay Harbor Terrace<br>W ½ of Lot 4 less the E 16'-2.5" & all Lot 5 Block 7 | 1045 92nd Street | 3<br>Non-waterfront | Reso No.<br>2012 |
| 9 | 1045 92nd Street | 1165-71 88th Street<br>Lot 13 Block 8 | 1045 92nd Street | 5<br>Non-waterfront | Reso No.<br>2031 |
| 10 | BH Gardens<br>(Fumarosi) | 10180 West Bay Harbor Drive<br>Lot 5-6 Block 3 | 1140-50 93rd Street | 3<br>Non-waterfront | 2088 |
| 10 | BH Gardens<br>(Fumarosi) | 9350 West Bay Harbor Drive<br>Lots 11-12 Block 2 | 1140-50 93rd Street | 4<br>Non-waterfront | 2013 |
| 11 | Bay Harbor Holdings<br>(Intagsa Block 4) | 10275-90 East Bay Harbor Drive<br>Lots 1 and 2 Block 5 | 10201- 10231 E Bay Harbor Drive | 8<br>Waterfront | 2025 |
| 11 | Bay Harbor Holdings<br>(Intagsa Block 4) | 1050 98th Street<br>Lots 13 Block 10<br>(9770 E. Bay Harbor Properties, LLC) | 10201- 10231 E Bay Harbor Drive | 2<br>Waterfront | 2022 |
| 11 | Bay Harbor Holdings<br>(Intagsa Block 4) | 9800 East Bay Harbor Drive<br>Lots 24 and 25 Block 9 | 10201- 10231 E Bay Harbor Drive | 4<br>Waterfront | 2023 |
| 12 | Beau Rivage | 9350 West Bay Harbor Drive<br>Lots 11-13 Block 2 | 9781 EBHD | 4<br>Waterfront | 2021 |
| 13 | Island Club Towers<br>(Island House) | 9970-80 East Bay Harbor Drive<br>Lot 1 Block 8 | 9201 EBHD | 8<br>Waterfront | 2024 |
| 13 | Island Club Towers<br>(Island House) | 9350 West Bay Harbor Drive<br>Lots 14 and 15 Block 2 | 9201 EBHD | 2<br>Waterfront | 2039 |
| 13 | Island Club Towers<br>(Island House) | 9201 W. Bay Harbor Drive<br>Lot 7 Block 17 | 9201 EBHD | 5<br>Waterfront | Reso No.<br>2069 |
| 13 | Island Club Towers<br>(Island House) | 1175 101st Street<br>Lot 12 Block 8 | 9201 EBHD | 4<br>Waterfront | Reso No.<br>2073 |
| 13 | Island Club Towers<br>(Island House) | 10201-10231 East Bay Harbor Drive<br>Lots 6-8 Block 4 | 9201 EBHD | 2<br>Waterfront | Reso No.<br>2080 |
| 13 | Island Club Towers<br>(Island House) | 10001 East Bay Harbor Drive<br>Lots 17 and 18 Block 4 | 9201 EBHD | 6<br>Waterfront | Reso No.<br>2081 |
| 14 | Pearl House | 9800 East Bay Harbor Drive<br>Lot 23 Block 9 | 1170 101st Street | 3<br>Non-waterfront | Reso No.<br>2055 |
| 15 | Le Jardin | 9801 East Bay Harbor Drive<br>Lots 1 and 8 Block 8 | 1150-60 102nd Street | 2<br>Non-waterfront | 2063 |
| 16 | Le Jardin | 10001 East Bay Harbor Drive<br>Lots 17 and 18 Block 4 | 1150-60 102nd Street | 4<br>Non-waterfront | 2064 |
| 16 | Grand Beach Hotel | 9350 Bay Harbor Terrace<br>Lot 1 Block 19 | 9601 EBHD | 3<br>Waterfront | 2076 |
| 16 | Grand Beach Hotel | 1060 92nd Street<br>Lot 5 Block 16 | 9601 EBHD | 2<br>Waterfront | 2077 |
| 17 | Atlantis | 9870 – 9880 E. Bay Harbor Dr. / Lots 1 & 2 of Block 9 | 10281 WBHD | 5 | Reso No. 2151 |
| 17 | Atlantis | 9269-9293 Bay Harbor Terr. / Lots 1 & 2 of Block 17 | 10281 WBHD | 1 | Reso No. 2150 |
| 17 | Clara BH | 9380 Bay Harbor Terrace / Lots 2, 15 & 16 of Block 16 | 10281 WBHD | 2 | 2257 |
| 17 | Clara BH | 9871-9881 WBHD / Lot 12 less N&W 11' of Block 9 | 10281 WBHD | 1 | 2258 |
| 18 | Driftwood | 1155 101 Street / Lots 13 & 14 of Block 8 | 9665 EBHD | 2 | 2160 |
| 19 | Ambienta | 1150-70 98 Street / Lots 5-7 of Block 22 | 9501 WBHD | 8 | 2190 |
| 19 | Ambienta | 9725-45 Bay Harbor Terrace / Lots 7-9 of Block 10 | 9501 WBHD | 4 | 2191 |
| 19 | Ambienta | 1080 98 Street / Lots 3-5 of Block 9 | 9501 WBHD | 1 | 2200 |
| 22 | 10290 EBHD | 10150 EBHD / Lot 20 of Block 6 / Town & Country / Previously Unknow Dec. 2015 TDR Transfer | 10290 EBHD | 5 | 2278 |
| 23 | NIDO | 9201 WBHD (Proposed) Townhouses / Lot 7 of Block 7 | 9880-9900 WBHD | 3 | 2298A |
| 24 | 1145-67 100 St. | 1155 101 Street / Lots 13 & 14 of Block 6 | 9880-9900 WBHD | 3 | 2298A |
| 25 | Bay Harbor Towers | 10081 WBHD / Lot 10 of Block 7 | 10145-45 EBHD | 1 | 2316 |
| 25 | Bay Harbor Towers | 1050 95th Street / Lot 6 of Block 13 | 10145-45 EBHD | 1 | 2317 |
| 25 | Bay Harbor Towers | 1030 93rd Street / Lot 3 of Block 15 | 10145-45 EBHD | 2 | 2318 |
| 25 | Bay Harbor Towers | 1150 100th Street / Lot 7 of Block 8 | 10145-45 EBHD | 5 | 2319 |
| 26 | Origin Residences | 9110 WBHD (Proposed 9 DU MFR) / Lot 29 of Block 2 & Northwesterly 25' of Tract A | 9740-9780 WBHD | 3 | XXXX |

Town TDR

| | Project Name | Property Address | # of Units Sold | Resolution No. |
|---|---|---|---|---|
| 1 | Harbor Park | 9501 EBHD | 11<br>Waterfront | 1147 |
| 2 | Bay Harbor Residences /<br>Kai | 9640 WBHD | 23<br>Waterfront | 1155 |
| 3 | Bay Harbor Club | 1025-35 92nd Street | 24<br>Non-waterfront | 1154 |
| 4 | Ivory | 9261 EBHD | 22<br>Waterfront | 1153 |
| 5 | Edgewater | 9621-41 EBHD | 23<br>Waterfront | 1160 |
| 6 | Royal House | 9401-91 EBHD | 31<br>Waterfront | 1158 / XXX |
| 7 | 1100TownLofts | 1100-20 100th Street | 13<br>Non-waterfront | 1183 |
| 8 | 1150 Condominium | 1150 101st Street | 3<br>Non-waterfront | 1184 |
| 9 | Bay View 102 | 1123-45 102nd Street | 18<br>Non-waterfront | 1185 |
| 10 | BH Gardens<br>(Fumarosi) | 1145-50 93rd Street | 5<br>Non-waterfront | 2011 |
| 11 | 1045 92nd Street<br>(Sophie) | 1045 92nd Street | 6<br>Non-waterfront | 2032 |
| 12 | La Boutique / Bijou | 9621-41 EBHD | 5<br>Waterfront | 2052A |
| 13 | 9290 WBHD | 9290 WBHD | 2<br>Waterfront | 2062 |
| 14 | Le Jardin | 1150-60 102nd Street | 6<br>Non-waterfront | 2070 |
| 15 | Pearl House | 1170 101st Street | 3<br>Non-waterfront | 2069 |
| 16 | Grand Beach Hotel | 9601 EBHD | 15<br>Waterfront | 2079 |
| 17 | La Baia South<br>(aka Island Club / Island House | 9161 & 9201 EBHD | 13<br>Waterfront | 2229 |
| 18 | Clara BH | 10281 WBHD | 2<br>Non-waterfront | 2277 |
| 19 | NIDO | 9880-9900 WBHD | 2<br>Waterfront | 2298B |
| 20 | 1145-1167<br>100th Street | 1145-67 100th Street | 15<br>(Waiver)<br>Non-waterfront | 2320 |
| 21 | 10270-90 EBHD | 10270-90 EBHD | 38<br>Non-waterfront | 2322 |
| 22 | Origin | 9740-9760 EBHD | 9<br>Waterfront | 2343 |



# Town Owned TDR Bank
# East Island Multifamily Area – 330 Units Available
# (Total Sold to Date)

| Date Approved | Project Name | Purchaser | Property Address | # of Units Sold | Price | Total Project DU | Resolution No. |
|---|---|---|---|---|---|---|---|
| 11/13/12 | Harbor Park | Bay Harbor Investment Properties | 9901 EBHD | 11 Waterfront | $220,000 ($20,000 each) *Project originally approved for 21 DU (now only 19 DU); 11 TDRs approved (all Town); excess 2 TDRs due to DU reduction; Payments to Town complete; one excess TDR sold to BH Loft (9901 EBHD); Excess 1 TDR remains | 19 (previously 21) | Reso No. 1147 |
| 2/11/13 | Bay Harbor Residences / Kai | New Bay Harbor LLC | 9940 WBHD | 28 (previously 29 & 34) Waterfront | $560,000 (previously $680,000) ($20,000 each) *Project originally approved for 60 DU (now only 54 DU); 34 TDRs approved (all Town); excess 5 TDRs due to DU reduction; Town should only sell 28 Town DU (not 34); Excess TDRs will be recovered | 54 (previously 55 & 60) | Reso No. 1155 |
| 2/11/13 | Bay Harbor Club | BH Developers, LLC | 1025-35 92nd Street | 24 Non-waterfront | $360,000 ($15,000 each) | 42 | Reso No. 1154 |
| 2/11/13 | Ivory | Bay Harbor Tower LLC | 9261 EBHD | 22 (previously 23) Waterfront | $460,000 ($20,000 each) | 40 (previously 41) | Reso No. 1153 |
| 3/11/13 | Edgewater | North Bay Harbor View LLC | 9821-41 EBHD | 23 Waterfront | $690,000 ($30,000 each) | 41 | Reso No. 1160 |
| 3/11/13 | Royal House | Royale Club Towers LLC | 9431-81 EBHD | 31 (previously 46) Waterfront | $930,000 ($30,000 each) | 57 (previously 72) | Reso No. 1159 / XXX |



Updated as of: 12/31/23

| Town Owned TDR Bank<br>East Island Multifamily Area – 330 Units Available<br>(Total Sold to Date) | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Date Approved** | **Project Name** | **Purchaser** | **Property Address** | **# of Units Sold** | **Price** | **Total Project DU** | **Resolution No.** |
| 10/14/13 | 1100TownLofts | Town Lofts 100 LLC | 1100-20 100th Street | 13 Non-waterfront | $520,000 ($40,000 each) *Raised from $35k ($445k) to $40k ($520k) on 11/10/14 (extension) | 36 | Reso No. 1183 |
| 11/12/13 | 1150 Condominium | 1150-101 ST BH LLC | 1150 101st Street | 3 Non-waterfront | $120,000 ($40,000 each) *Raised from $35k ($105k) to $40k ($120k) on 03/09/15 (extension) | 17 | Reso No. 1184 |
| 11/12/13 | Bay View 102 | Bayview 102 Realty LLC | 1133-45 102nd Street | 18 Non-waterfront | $720,000 ($40,000 each) *Raised from $35k ($630k) to $40k ($720k) on 11/10/14 (extension) | 42 | Reso No. 1185 |
| 5/12/14<br>4/11/16 | BH Gardens (Furmanos) | Furmanos, LLC | 1140-50 93rd Street | 5 (previously 9) Non-waterfront | $310,000 (previously $337,500) ($62,000 each) *Project originally approved for 34 DU (now only 30 DU); 16 TDRs approved (9 Town / 7 private); excess 4 TDRs due to DU reduction; Town should only sell 5 DU (not 9); Excess TDRs should be recovered *Raised from $37.5k ($187.5k) to $40k ($200k) on 5/11/15 (extension) *Raised from $40k ($200k) to $52k ($260k) on 10/13/15 (extension) | 30 (Previously 34) | Reso No. 2011 |
| 9/8/14 | 1045 92nd Street (Sophie) | 1045 92 BH, LLC | 1045 92nd Street | 6 Non-waterfront | $240,000 ($40,000 each) *Project has been under construction but work suspended for extended period. 20 TDRs approved (6 Town / 14 Private). If project is abandoned TDRs may need to be recovered. | 26 (Previously 38) | Reso No. 2032 |

| Town Owned TDR Bank<br>East Island Multifamily Area – 330 Units Available<br>(Total Sold to Date) | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Date Approved** | **Project Name** | **Purchaser** | **Property Address** | **# of Units Sold** | **Price** | **Total Project DU** | **Resolution No.** |
| 5/11/15<br>5/9/16 | La Boutique / Bijou | JCG Bay Harbor, LLC | 9521-41 EBHD | 5<br>Waterfront | $237,500<br>($47,500 each) | 40<br>(previously 41) | Reso No. 2052A |
| 8/10/15<br>8/8/16 | 9290 WBHD | Global Reach Investments, LLC | 9290 WBHD | 2<br>Waterfront | $140,000 (previously $95,000)<br>($70,000 each) | 11 | Reso No. 2062 |
| 9/16/15 | Le Jardin | Verzasca Group | 1150-60 102nd Street | 6<br>Non-waterfront | $312,000<br>($52,000 each) | 30 | Reso No. 2070 |
| 9/16/15 | Pearl House | Versasca Group | 1170 101st Street | 3<br>Non-waterfront | $156,000<br>($52,000 each) | 15 | Reso, No 2069 |
| 1/11/16 | Grand Beach Hotel | Bay Harbor Hotel, LLC | 9601 EBHD | 15<br>Waterfront | $1,091,250<br>($72,750 each) | 96 Rooms | Reso No. 2079 |
| 10/17/16 | Island House **(Void – never closed)** | Island Club Towers, LLC | 9161 & 9201 EBHD | (20)<br>Waterfront | ($1,400,000)<br>($70,000 each) | 87 | Reso No. 2104 |
| 4/20/21 | La Baia South (aka Island Club / Island House | Island Club Towers, LLC | 9161 & 9201 EBHD | 13<br>Waterfront | $975,000<br>($75,000 each) | 68<br>(Previously 86) | Reso No. 2229 |
| 9/14/22 | Clara BH | Clara BH, LLC | 10281 WBHD | 2<br>Non-waterfront | $200,000<br>($100,000 each) | 28 | Reso No. 2277 |

| Town Owned TDR Bank<br>East Island Multifamily Area – 330 Units Available<br>(Total Sold to Date) | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Date Approved** | **Project Name** | **Purchaser** | **Property Address** | **# of Units Sold** | **Price** | **Total Project DU** | **Resolution No.** |
| 3/08/23 | NIDO | Horizon BHI, LLC | 9880-9900 WBHD | 2 Waterfront | $250,000 ($125,000 each) | 23 | Reso. No. 2298B |
| 8/08/23 | 1145-1167 100th Street | CHBH 100 Street, LLC | 1145-67 100th Street | 15 (Waiver) Non-waterfront | $1,500,000 ($100,000 each) | 45 | Reso. No. 2320 |
| 8/08/23 | 10270-90 EBHD | CHBH 103 Street, LLC | 10270-90 EBHD | 36 (Waiver) Non-waterfront | $3,600,000 ($100,000 each) | 77 | Reso. No. 2322 |
| 11/08/23 | Origin | Bay Harbor Investment, Inc. | 9740-9760 EBHD | 6 (Waiver) Waterfront | $750,000 ($125,000 each) | 27 | Reso. No. 2343 |
| | | | | 289 | $13,250,500 | 855 | |

**Total project DU does not include hotel rooms

## TDR Unit Calculations

## 330 – 289 = 41 Public TDR Units remaining

# Private TDR Bank (MFR Areas Only)
# (Total Approved to Date)

| Date Approved | Project Name | Donor | Price per TDR | Property Address | # of Units Sold | Resolution No. |
|---|---|---|---|---|---|---|
| 2006 | Millennium West | 9300 West Bay Harbor Drive<br>Lots 14-15 of Block 2 | $67,500 | 9400 WBHD | 8<br>Waterfront | Reso No. 1024 |
| 2007 | Millennium East<br>*Project expired; 5 TDRs approved (all private); excess 5 TDRs due to project expiration | 9200 West Bay Harbor Drive<br>Lot 23 and the West ½ of Lot 24 Block 2 | $60,000 | 9301 EBHD | 5<br>Waterfront | Reso No. 1036-A |
| 9/10/12 | Monarch Hotel | 1135-49 97th Street<br>Lots 13-14 of Block 22 | $5,125 | 9540 WBHD | 8<br>Non-waterfront | Reso No. 1138 |
| 9/10/12 | Monarch Hotel | 10201 -10209 West Bay Harbor Drive<br>Lot 8 Block 5 (Bay Har TH) | $5,250 | 9540 WBHD | 4<br>Waterfront | Reso No. 1137 |
| 8/12/13 | Monarch Hotel | 1150-60 103rd Street<br>Lots 4-5 of Block 5 (Morning Star BHI Condo) | $12,000 | 9540 WBHD | 2<br>Waterfront | Reso No. 1172 |
| 8/12/13 | Monarch Hotel | 1085 99th Street<br>Lots 17-19 Block 8 (Rex Gardens Condo) | $10,000 | 9540 WBHD | 7<br>Waterfront | Reso No. 1173 |
| 08/12/2013 | BH Loft<br>(Bay Breeze) | 1085 99th Street<br>Lots 17-19 Block 8 (Rex Gardens Condo) | 10,000 | 1120-24 98th Street | 7<br>Non-waterfront | Reso No. 1174 |
| 10/14/2013 | 1100TownLofts | 1140 102nd Street<br>Lot 6 Block 6 (Island House) | $26,000 | 1100-20 100th Street | 5<br>Non-waterfront | Reso No. 1181 |
| 10/14/2013 | Bay View 102 | 1065-75 98th Street<br>Lots 22 and 23 of Block 9 (Bougain-Villa Condo) | $28,000 | 1133-45 102nd Street | 6<br>Non-waterfront | Reso No. 1182 |
| 12/2/2013 | 1150 Condominium | 1145 101st Street<br>Lot 15 Block 6 (Island House South) | $31,500 | 1150 101st Street | 5<br>Non-waterfront | Reso No. 1190 |
| 12/2/2013 | La Boutique | 1135-1149 99th Street<br>Lots 14-16 Block 8 (Cambridge TH Condo) | $30,000 | 9521-41 EBHD | 18<br>Waterfront | Reso No. 1189 |
| 4/7/14 | 1045 92nd Street<br>(Sophie) | 9655 East Bay Harbor Drive<br>Lots 33-34 Block 4 (Seascape Club Condo)<br>*Project approval has expired; 20 TDRs approved (6 Town / 14 Private); 6 Town TDRs will be recovered; 14 Private TDRs remain with the land; Privately acquired TDRs may need to be sold to ensure any new development does not exceed density cap. | $37,000 | 1045 92nd Street | 6<br>Non-waterfront | Reso No. 2009 |



Last Updated: 04/01/24

| Private TDR Bank (MFR Areas Only)<br>(Total Approved to Date) | | | | | | |
|---|---|---|---|---|---|---|
| **Date Approved** | **Project Name** | **Donor** | **Price per TDR** | **Property Address** | **# of Units Sold** | **Resolution No.** |
| 4/7/14 | BH Gardens<br>(Furmanos)<br>*Project originally approved for 34 DU (now only 30 DU); 16 TDRs approved (9 Town / 7 private); excess 4 TDRs due to DU reduction; Payments not complete to the Town; Town will only sell 5 Town units (not 9); Excess TDRs will be recovered | 10180 West Bay Harbor Drive<br>Lot 5-6 Block 3 (Montego Club Condo) | $37,500 | 1140-50 93rd Street | 3<br>Non-waterfront | Reso No. 2008 |
| 5/12/14 | 1045 92nd Street<br>(Sophie) | 10066 Bay Harbor Terrace<br>W ½ of Lot 4 less the E 18'-2.5" & all Lot 5 Block 7<br>(Bay Harbor Townhouse Condo)<br>*Project approval has expired; 20 TDRs approved (6 Town / 14 Private); 6 Town TDRs will be recovered; 14 Private TDRs remain with the land; Privately acquired TDRs may need to be sold to ensure any new development does not exceed density cap. | $38,167 | 1045 92nd Street | 3<br>Non-waterfront | Reso No. 2012 |
| 5/12/14 | BH Gardens<br>(Furmanos)<br>*Project originally approved for 34 DU (now only 30 DU); 16 TDRs approved (9 Town / 7 private); excess 4 TDRs due to DU reduction; Payments not complete to the Town; Town will only sell 5 Town units (not 9); Excess TDRs will be recovered | 9350 West Bay Harbor Drive<br>Lots 11-13 Block 2 (9350 Condo) | $41,250 | 1140-50 93rd Street | 4<br>Non-waterfront | Reso No. 2013 |
| 6/9/14 | BH Loft<br>(Bay Breeze) | 9901 East Bay Harbor Drive<br>Lot 22 Block 4 (Harbour Park Condo)<br>*Project originally approved for 21 DU (now only 19 DU); 11 TDRs approved (all Town); excess 2 TDRs due to DU reduction; Payments to Town complete; one excess TDR sold to BH Loft (1120-24 98th St); two excess TDR sold to Le Jardin; one excess TDRs remains | $30,000 | 1120-24 98th Street | 1<br>Non-waterfront<br>*TDR transaction not included in total as this was originally a Town owned TDR | Reso No. 2019 |

| Private TDR Bank (MFR Areas Only)<br>(Total Approved to Date) | | | | | | |
|---|---|---|---|---|---|---|
| **Date Approved** | **Project Name** | **Donor** | **Price per TDR** | **Property Address** | **# of Units Sold** | **Resolution No.** |
| 8/11/14 | Bay Harbor Holdings (Integra Block 4)<br>*Project originally approved for 40 DU (now only 38 DU); 14 TDRs approved (all private); excess 2 TDRs sold to Island House 2/8/16 | 10270-90 East Bay Harbor Drive<br>Lots 1 and 2 Block 5<br>(BH Holdings / Proposed Integra Block 5) | Not Disclosed | 10201-31 EBHD | 8<br>Waterfront | Reso No. 2025 |
| 8/11/14 | Bay Harbor Holdings (Integra Block 4)<br>*Project originally approved for 40 DU (now only 38 DU); 14 TDRs approved (all private); excess 2 TDRs sold to Island House 2/8/16 | 1050 98th Street<br>Lots 1-3 Block 10<br>(9770 E. Bay Harbor Properties, LLC) | Not Disclosed | 10201-31 EBHD | 2<br>Waterfront | Reso No. 2022 |
| 8/11/14 | Bay Harbor Holdings (Integra Block 4)<br>*Project originally approved for 40 DU (now only 38 DU); 14 TDRs approved (all private); excess 2 TDRs sold to Island House 2/8/16 | 9800 East Bay Harbor Drive<br>Lots 24 and 25 Block 9<br>(9770 E. Bay Harbor Properties, LLC) | Not Disclosed | 10201-31 EBHD | 4<br>Waterfront | Reso No. 2023 |
| 8/11/14 | Beau Rivage | 9350 West Bay Harbor Drive<br>Lots 11-13 Block 2 (9350 Condo) | $46,500 | 9781 EBHD | 4<br>Waterfront | Reso No. 2021 |
| 8/11/14 | Island Club Towers (Island House) | 9970-80 East Bay Harbor Drive<br>Lot 1 Block 8 (Trio Commons) | $43,000 | 9201 EBHD | 8<br>Waterfront | Reso No. 2024 |
| 9/8/14 | Island Club Towers (Island House) | 9300 West Bay Harbor Drive<br>Lots 14 and 15 Block 2 (9300 WBHD Condo) | $40,000 | 9201 EBHD | 2<br>Waterfront | Reso No. 2029 |
| 9/8/14 | 1045 92nd Street | 1165-71 99th Street<br>Lot 13 Block 8 (BH Lodge Condo)<br>*Project approval has expired; 20 TDRs approved (6 Town / 14 Private); 6 Town TDRs will be recovered; 14 Private TDRs remain with the land; Privately acquired TDRs may need to be sold to ensure any new development does not exceed density cap. | $42,200 | 1045 92nd Street | 5<br>Non-waterfront | Reso No. 2031 |
| 6/8/15 | Pearl House | 9900 East Bay Harbor Drive<br>Lot 20 Block 8 (9900 TH) | $54,000 | 1170 101st Street | 3<br>Non-waterfront | Reso No. 2055 |

# Private TDR Bank (MFR Areas Only)
# (Total Approved to Date)

| Date Approved | Project Name | Donor | Price per TDR | Property Address | # of Units Sold | Resolution No. |
|---|---|---|---|---|---|---|
| 8/10/15 | Le Jardin | 9901 East Bay Harbor Drive<br>Lots 7 and 8 Block 6 (Harbor Park)<br>*Project originally approved for 21 DU (now only 17 DU); 11 TDRs approved (all Town); excess 4 TDRs due to DU reduction; Payments to Town complete; one excess TDR sold to BH Loft (1120-24 98th St); two excess TDR sold to Le Jardin; one excess TDR remains | $52,000 | 1150-60 102nd Street | 2<br>Non-waterfront<br>*TDR transaction not included in total as this was originally a Town owned TDR | Reso No. 2063 |
| 8/10/15 | Le Jardin | 10001 East Bay Harbor Drive<br>Lots 17 and 18 Block 4 (Anchorage Condo) | $52,000 | 1150-60 102nd Street | 4<br>Non-waterfront | Reso No. 2064 |
| 9/16/15 | Island Club Towers (Island House) | 9201 W. Bay Harbor Drive<br>Lot 7 Block 17 (9201 WBH TH) | $65,000 | 9201 EBHD | 5<br>Waterfront | Reso No. 2068 |
| 10/13/15 | Island Club Towers (Island House) | 1175 101st Street<br>Lot 12 Block 6 (Habitat 1175 Condo) | $46,000 | 9201 EBHD | 4<br>Waterfront | Reso No. 2073 |
| 1/11/16 | Grand Beach Hotel | 9350 Bay Harbor Terrace<br>Lot 1 Block 18 (9350 BHTH) | $70,000 | 9601 EBHD | 3<br>Waterfront | Reso No. 2078 |
| 1/11/16 | Grand Beach Hotel | 1060 92nd Street<br>Lot 5 Block 16 (Oceanus Condo) | $72,750 | 9601 EBHD | 2<br>Waterfront | Reso No. 2077 |
| 2/8/16 | Island Club Towers (Island House) | 10201-10231 East Bay Harbor Drive<br>Lots 6-8 Block 4 (Sereno East)<br>*Project originally approved for 40 DU (now only 38 DU); 14 TDRs approved (all private); excess 2 TDRs sold to Island House 2/8/16 | $50,000 | 9201 EBHD | 2<br>Waterfront<br>*TDR transaction not included in total as this was originally counted as sold to Sereno East | Reso No. 2080 |
| 2/8/16 | Island Club Towers (Island House) | 10001 East Bay Harbor Drive<br>Lots 17 and 18 Block 4 (Anchorage Condo) | $63,000 | 9201 EBHD | 6<br>Waterfront | Reso No. 2081 |
| 7/12/17 | Atlantis | 9870 - 9890 E. Bay Harbor Dr. / Lots 1 & 2 of Block 9 (Bay Harbor TH1, LLC) | $64,000 | 10281 WBHD | 5 | Reso No. 2131 |
| 6/12/17 | Atlantis | 9260-9280 Bay Harbor Terr. / Lots 1 & 2 of Block 17 / Southern Star Condo Ass. | $63,000 | 10281 WBHD | 1 | Reso No. 2130 |
| 8/13/18 | Atlantis | 9725-45 Bay Harbor Terrace / Lots 7-9 of Block 10 / North Star Condo Ass. / *Never Closed (Void)<br>*HOA sold 4 DU to Ambienta 11/12/19 | $58,000 | 10281 WBHD | (4) | Reso. No. 2156 |
| 8/13/18 | Atlantis | 1166 98 Street / Lots 5-7 of Block 22 / The Villas at Bay Harbor Condo Ass. / *Condo Ass. Cancelled Sale 8/21/19 | $60,000 | 10281 WBHD | (1) | Reso. No. 2155 |

| Private TDR Bank (MFR Areas Only)<br>(Total Approved to Date) | | | | | | |
|---|---|---|---|---|---|---|
| **Date Approved** | **Project Name** | **Donor** | **Price per TDR** | **Property Address** | **# of Units Sold** | **Resolution No.** |
| 9/17/18 | Driftwood | 10301 EBHD / Lot 1 of Block 4 / OPUS MFR (Proposed) / *Never Closed (Void) | XXX | 9955 EBHD | (3) | Reso. No. 2162 |
| 9/17/18 | Driftwood | 9781 EBHD / Lot 28 of Block 4 / Waters MFR (Proposed) / *Never Closed (Void) | XXX | 9955 EBHD | (4) | Reso. No. 2161 |
| 9/17/18 | Driftwood | 1155 101 Street / Lots 13-14 of Block 6 / Bay Harbor 101 Townhouses / (Closed) | $70,000 | 9955 EBHD | 2 | Reso. No. 2160 |
| 11/12/19 | Ambienta | 1150-70 98 Street / Lots 5-7 of Block 22 / The Villas at Bay Harbor Condo Ass. | $63,000 | 9901 WBHD | 8 | Reso. No. 2190 |
| 11/12/19 | Ambienta | 9725-45 Bay Harbor Terrace / Lots 7-9 of Block 10 / Northern Star Condo | $63,000 | 9901 WBHD | 4 | Reso. No. 2191 |
| 1/13/20 | Ambienta | 1080 99 Street / Lots 3-5 of Block 9 / Rover Real Estate Investments | $55,000 | 9901 WBHD | 1 | Reso. No. 2200 |
| 6/09/22 | Clara BH | 9300 Bay Harbor Terrace / Lots 2, 15 & 16 of Block 18 / 9300 BH Terrace Condo Assoc., Inc. | $68,500 | 10281 WBHD | 2 | Reso. No. 2257 |
| 6/09/22 | Clara BH | 9871-9881 WBHD / Lot 12 less N&W 11' of Block 9 / Covenant Manor Condo Assoc., Inc. | $72,500 | 10281 WBHD | 1 | Reso. No 2258 |
| 9/14/22 | 10290 EBHD | 10150 EBHD / Lot 20 of Block 6 / Town & Country / Previously Unknow Dec. 2015 TDR Transfer | XXX | 10290 EBHD | 5 | Reso. No. 2278 |
| 3/08/23 | NIDO | 9201 WBHD (Proposed) Townhouses / Lot 7 of Block 7 | $107,000 | 9880-9900 WBHD | 3 | Reso. No. 2298A |
| 8/08/23 | 1145-67 100 St. | 1155 101 Street / Lots 13 & 14 of Block 6 / Existing Townhouse Complex | $75,000 | 1145-67 100 St. | 4 | Reso. No. 2315 |
| 8/08/23 | Bay Harbor Towers | 10081 WBHD / Lot 10 of Block 7 / Four Friends Condominium Association, Inc. | XXX | 10143-45 EBHD | 1 | Reso. No. 2316 |
| 8/08/23 | Bay Harbor Towers | 1050 95th Street / Lot 6 of Block 13 / The Hideaway at BH, LLC | $85,000 | 10143-45 EBHD | 1 | Reso. No. 2317 |
| 8/08/23 | Bay Harbor Towers | 1020 93rd Street / Lot 3 of Block 15 / H4U Properties, LLC (Vacant Lot) | $100,000 | 10143-45 EBHD | 2 | Reso. No. 2318 |
| 8/08/23 | Bay Harbor Towers | 1150 100th Street / Lot 7 of Block 8 / All Season Development, LLC (4 DU Townhomes UC) | $120,000 | 10143-45 EBHD | 5 | Reso. No. 2319 |

| Private TDR Bank (MFR Areas Only)<br>(Total Approved to Date) | | | | | | |
|---|---|---|---|---|---|---|
| **Date Approved** | **Project Name** | **Donor** | **Price per TDR** | **Property Address** | **# of Units Sold** | **Resolution No.** |
| 11/08/23 | Origin Residences | 9110 WBHD (Proposed 9 DU MFR) / Lot 29 of Block 2 & Northwesterly 20' of Tract A / LDC WBHD Property Owner, LLC | $110,000 | 9740-9760 WBHD | 3 | Reso. No. XXXX |
| | | | | | 190<br>(19 in 2023) | |

## TDR Unit Calculations

**193 Private TDRs Sold to Date / 967 TDRs Remaining as of December 31st, 2023**

**1,015 – 12 TDRs sold in 2018 = 1,009 TDR Units remaining**

**1,009 – 12 TDRs sold in 2019 + 1 Returned = 998 TDR Units remaining**

**998 – 1 TDRs sold in 2020 = 997 TDR Units remaining**

**997 – 0 TDRs sold in 2021 = 997 TDR Units remaining**

**989 – 8 TDRs sold in 2022 + 7 Returned = 989 TDR Units remaining**

**970 – 19 TDRs sold in 2023 = 970 TDR Units remaining**

**MICHAEL MILLER PLANNING ASSOCIATES, INC.**
**Land Design Municipal Planning Services Transportation Planning**

# TOWN OF BAY HARBOR ISLANDS COMMUNITY DEVELOPMENT MEMORANDUM

**Prepared By:** **Michael J. Miller, AICP**
**Consultant Town Planner**

**Date:** **January 31st, 2024**

**Subject:** **2023 TDR Annual Report**
**TDR Approval / Change Actions During 2023**

Following are all known actions that occurred in Bay Harbor Islands during 2023 related to public (Town-owned) Transfer of Development Rights (TDR) for land development in the Town.

**PUBLIC (TOWN)**

| Project | Address | Action |
|---|---|---|
| La Baia North (Formerly Royal House) | 9431-9481 E. Bay Harbor Dr. | 3/08/23 TC approved TDR Revision From 46 Public DU to 31 Public DU Donor: Town @ $30,000 each Sale Price: $930,000 |
| NIDO | 9880-9900 W. Bay Harbor Dr. | 3/08/23 TC approved 2 Public TDRs Donor: Town @ $125,000each Sale Price: $250,000 |
| 1145-1167 100 St. (Waiver) | 1145-67 100th Street | 8/08/23 TC approved 15 Public TDRs Donor: Town @ $100,000 each Sale Price: $1,500,000 |
| 10270-10290 EBHD (Waiver) | 10270-90 E. Bay Harbor Dr. | 8/08/23 TC approved 36 Public TDRs Donor: Town @ $100,000 each Sale Price: $3,600,000 |
| 9740-9760 WBHD (Waiver) | 9740-60 W. Bay Harbor Dr. | 11/08/23 TC approved 6 Public TDRs Donor: Town @ $125,000 each Sale Price: $750,000 |

**MICHAEL MILLER PLANNING ASSOCIATES, INC.**
**Land Design Municipal Planning Services Transportation Planning**

# TOWN OF BAY HARBOR ISLANDS COMMUNITY DEVELOPMENT MEMORANDUM

**Prepared By:** **Michael J. Miller, AICP**
**Consultant Town Planner**

**Date:** **January 31st, 2024**

**Subject:** **2023 TDR Annual Report**
**TDR Approval / Change Actions During 2023**

Following are all known actions that occurred in Bay Harbor Islands during 2023 related to private Transfer of Development Rights (TDR) for land development in the Town.

| Project | Address | Action |
|---|---|---|
| NIDO | 9880-9900 W. Bay Harbor Dr. | 3/08/23 TC approved 3 Private TDRs<br>Donor: 9201 WBHD Townhomes<br>9201 W. Bay Harbor Dr.<br>Sale Price: $107,000 each |
| 1145-1167 100 St. | 1145-1167 100 St. | 8/08/23 TC approved 4 Private TDRs<br>Donor: 1155 101 Street Townhomes<br>1155 101 Street<br>Sale Price: $75,000 each |
| Bay Harbor Towers | 10143-45 E. Bay Harbor Dr. | 8/08/23 TC approved 1 Private TDR<br>Donor: Four Friends Condominiums<br>10081 W. Bay Harbor Drive<br>Sale Price: Not Disclosed |
| Bay Harbor Towers | 10143-45 E. Bay Harbor Dr. | 8/08/23 TC approved 1 Private TDR<br>Donor: The Hideaway at BH, LLC<br>1050 95 Street<br>Sale Price: $85,000 |
| Bay Harbor Towers | 10143-45 E. Bay Harbor Dr. | 8/08/23 TC approved 2 Private TDRs<br>Donor: H4U Properties, LLC (Vacant)<br>1020 93 Street<br>Sale Price: $200,000 |

| Project | Address | Action |
|---|---|---|
| Bay Harbor Towers | 10143-45 E. Bay Harbor Dr. | 8/08/23 TC approved 5 Private TDRs<br>Donor: All Season Developers, LLC<br>1150 100 Street<br>Sale Price: $600,000 |
| 9740-9760 WBHD | 9740-9760 W. Bay Harbor Dr. | 11/08/23 TC approved 3 Private TDR<br>Donor: 9110 WBHD Proposed MFR<br>9110 W. Bay Haror Dr.<br>Sale Price: $330,000 |

# Town of Bay Harbor Islands
# 2023 Annual Committed Dwelling Unit Summary Table (Medium-High Density Residential)
# As of December 31, 2023

| **Project Name** | **Project Address** | **Project Lot / Block** | **Site Existing DU** | **Project Approved DU** | **Change in DU (+/-)** | **Project TDRs Needed** | **Project P&Z Approval** | **Project Current Status (Site Plan, Constr., TDRs, Other)** |
|---|---|---|---|---|---|---|---|---|
| Millennium East Condominium | 9301 E Bay Harbor Drive | Block 1 Lot 14 | 4 DU | 0 DU | + 0 DU | 0 | Approved 11/21/06 | Site Plan Approval Expired; but TDR Completed Res. #1036-A *5 TDRs approved / recorded. |
| Millennium West Condominium / (aka RIVA) | 9400-20 W Bay Harbor Drive | Block 2 Lots 8, 9 | 9 DU | 25 DU | + 16 DU | 8 | Approved 07/05/05 | Project Completed. Town issued CO 4/15/13; TDR Res. #1024. |
| Monarch Hotel (aka TRYP / Altair) | 9540-80 W Bay Harbor Drive | Block 2 Lots 1,2,3 | 19 DU | 96 Hotel Rooms | N/A | 21 | Approved 8/02/11 Revised 2/10/14 | Project Completed. Private TDR Res. #1137, #1138, #1172 & #1173; CO issued 8/16/18. |
| Villas of BH Townhouses | 1135-1145 97th Street | Block 22 Lots 13, 14 | 8 DU | 10 DU | + 2 DU | 0 | Approved 8/2/11 | Project Completed; CO issued 12/16/13. |
| "O" Residences (Edgewater) MF Residential | 9821-41 E. Bay Harbor Drive | Block 4 Lots 25, 26 | 6 DU | 41 DU | +35 DU | 23 | Approved 7/31/12 Revised 11/18/14 | Project Completed; CO issued 8/13/18; Town TDR Res. #1160. |
| Harbor Park MF Residential | 9901 E Bay Harbor Drive | Block 4 Lot 22 | 7 DU | 17 (previously 21) | +10 DU | 7 | Approved 7/31/12 Revised 11/05/14 | Project Completed. Town TDR Res. #1147; *11 TDRs approved (all Town); excess 4 TDRs due to DU reduction; one excess TDR sold to BH Loft (1120-24 98th St); two excess TDR sold to Le Jardin; one excess TDR remains. CO issued 7/17/17. |
| Bay Harbor Club | 1025-35 92nd Street | Block 15 Lots 15, 16 | 4 DU | 42 DU | +38 DU | 24 | Approved 11/7/12 | Project Completed. CO issued 6/22/15. Site Plan Res. #1151; Town TDR Res. #1154 |
| Ivory MF Residential | 9241-61 E Bay Harbor Drive | Block 1 Lots 17, 18 | 20 DU | 40 DU (previously 41) | +20 DU | 23 | Approved 10/16/12 | Project Completed. Site Plan Res. #1150, Appealed but Upheld 1/14/13; Town TDR Res. #1153. CO issued 12/20/17. |
| Royal House (aka La Baia North) MF Residential | 9431-81 E Bay Harbor Drive | Block 1 Lots 6-8 | 20 DU | 57 DU (2022)<br>72 DU (2012) | +37 (2022)<br>+52 DU (2012) | 31 (2022)<br>46 (2012) | Approved 12/18/12 Revised 8/20/13 Revised 6/29/22 | Initial BP plans submitted; Rev. BP submitted; BP not yet issued; Original Site Plan Res. #1175; Rev. DRB Site Plan rev. denied 6/07/22 (Res. 2254A). TC approved Site Plan appeal (Res. 2262A) & Parking Trust (Res. 2261 & 2262) on 6/29/22. Town TDR Res. #1159. TDR mod. approved by TC 3/08/23 to reduce from 46 to 31 TDRs (Res. XXX). |

**Town of Bay Harbor Islands**
**2023 Annual Committed Dwelling Unit Summary Table (Medium-High Density Residential)**
**As of December 31, 2023**

| **Project Name** | **Project Address** | **Project Lot / Block** | **Site Existing DU** | **Project Approved DU** | **Change in DU (+/-)** | **Project TDRs Needed** | **Project P&Z Approval** | **Project Current Status (Site Plan, Constr., TDRs, Other)** |
|---|---|---|---|---|---|---|---|---|
| Bay Harbor (aka Kai) MF Residences | 9940 W Bay Harbor Drive | Block 3 Lots 16-18 | 8 DU | 54 (previously 60) | +42 DU | 28 | Approved 12/18/12 | Project Completed. CO issued 6/17/18. Site Plan Res. #1147-A. Town TDR Res. #1155; *34 TDRs approved (all Town); excess 6 TDRs due to DU reduction; Town will only sell 28 Town units (not 34); Excess TDRs to be recovered |
| Island House MF Residential (aka La Baia South) | 9201 E Bay Harbor Drive | Block 1 Lots 19-22 | 37 DU | 68 DU (2022)<br>87 DU (2013) | +50 DU (2013)<br>+31 DU (2022) | 33 (2022)<br>51 (2013) | Approved 7/16/13 Rev. Approved 1/4/22 | BP issued Oct. 2022; Private TDR Res. #2024, #2029, #2068, #2073, #2080 & #2081; 24 TDRs needed as of 12/31/16 for 87 DU; Town approved 13 TDR DU 4/20/21 for 68 DU Res. 2229A. |
| Bay Breeze MF Residential | 1120 98th Street | Block 22 Lot 2 | 2 DU | 17 DU | +15 DU | 8 | Approved 5/7/13 | Project Completed. Private TDR Res. #1174 & #2019; CO issued 4/18/18.; |
| BH 101 MF Residential | 1155-1165 101st Street | Block 6 Lots 13, 14 | 8 DU | 12 DU | +4 DU | 0 | Approved 1/6/15 | Project Completed. SP Res. #1169. CO issued 4/24/18. |
| Bay View 102 MF Residential | 1133-1145 102nd Street | Block 5 Lots 12, 13 | 6 DU | 42 DU | +36 DU | 24 | Approved 7/16/13 Revised 8/19/14 | Project Completed. Private TDR Res. #1182; Town TDR Res. #1185. CO issued 8/13/18. |
| Town Lofts MF Residential / BH One | 1100-1120 100th Street | Block 8 Lots 3, 4 | 8 DU | 36 DU | +28 DU | 18 | Approved 9/3/13 Revised 1/06/15 | Project Completed. Private TDR Res. #1181; Town TDR Res. #1183. CO issued 4/07/21. |
| 1150 101st Street MF Residential | 1150 101st Street | Block 7 Lot 7 | 2 DU | 17 DU | +15 DU | 8 | Approved 8/6/13 Revised 10/06/15 | Project Completed; Town TDR Res. #1184; Private TDR Res. #1190; TCO Issued 3/28/19; TCO extension issued March 2023. |
| La Boutique MF Residential / Bijou | 9521-41 E Bay Harbor Drive | Block 1 Lots 3, 4 | 20 DU | 40 DU (previously 41) | +21 DU | 23 | Approved 12/3/13 | Project Completed; Private TDR Res. #1189 18 DU; Town TDR Res. #2052A 5 DU; Only built 40 DU – 12 extra TDR; TCO issued July 2021; TCO extension issued March 2023. |

# Town of Bay Harbor Islands
# 2023 Annual Committed Dwelling Unit Summary Table (Medium-High Density Residential)
# As of December 31, 2023

| Project Name | Project Address | Project Lot / Block | Site Existing DU | Project Approved DU | Change in DU (+/-) | Project TDRs Needed | Project P&Z Approval | Project Current Status (Site Plan, Constr., TDRs, Other) |
|---|---|---|---|---|---|---|---|---|
| Bay Harbor Gardens MF Residential (aka Casa Verde) | 1170 93rd Street | Block 17 Lots 4, 5 | 0 DU | 30 (previously 34) | +30 DU | 12 needed 16 approved | Approved 12/17/13 Revised 1/20/15 | BP expired / Site Plan Expired; BP plans were submitted but expired due to no activity; Town TDR Res. #2011; Private TDR Res. #2008 & #2013; *16 TDRs approved (9 Town / 7 private); excess 4 TDRs due to DU reduction; Town will only sell needed units; Excess TDRs to be recovered. New Site Plan submitted 2023. |
| 1045 92nd Street MF Residential / See Sophie MFR below (Void) | 1045-55 92nd Street | Block 15 Lots 13, 14 | 8 DU | 38 DU | +30 DU | 20 | Approved 1/21/14 | Under Construction but stopped; BP for foundation issued; Town TDR Res. #2032; Private TDR Res. #2009, #2012 & #2031; Privately acquired TDRs may need to be sold to ensure any new development does not exceed density cap. |
| 9900 Bay Harbor Townhomes | 9900 E Bay Harbor Drive | Block 8 Lot 20 | 2 DU | 6 DU | +4 DU | 0 | Approved 1/21/14 | Project Completed; CO Issued 6/21/17. |
| Sereno East (Integra Block 4) | 10201-10231 E Bay Harbor Drive | Block 4 Lots 6-8 | 32 DU | 38 (previously 40) | +6 DU | 12 needed 14 approved | Approved 4/02/14 Revised 1/20/15 | Project Completed; Private TDR Res. #2022, #2023 & #2025; *14 TDRs approved (all private); excess 2 TDRs sold to Island House (Res. #2080); CO Issued 11/29/18. |
| 9290 Condominium MF Residential (Void) | 9290 W Bay Harbor Drive | Block 2 Lot 16 | 3 DU | 14 DU | +11 DU | 5 | Approved 5/06/14 | Project expired; BP expired due to no activity; therefore, SP expired as well. Town TDR Res. #2062; 3 TDRs still needed |
| Beau Rivage Condominium (aka Waters) (Void) | 9781 E Bay Harbor Drive | Block 4 Lot 28 | 6 DU | 9 DU (previously 13) | +3 DU | 0 | Approved 6/03/14 Rev. 11/01/16 Rev. 11/01/22 | Original project expired due to inactivity; BP never submitted; Private TDR Res. #2021 (no record of closing) - void; DRB approved new Site Plan 11/01/22. |
| Pearl House MF Residential | 1170 101st Street | Block 7 Lot 9 | 2 DU | 15 DU | +13 DU | 6 | Approved 1/06/15 | Project Completed; Private TDR Res. #2055; Town TDR Res. #2069; CO issued 7/01/21. |
| Le Jardin MF Residential | 1150-60 102nd Street | Block 6 Lots 7, 8 | 2 DU | 30 DU | +28 DU | 12 | Approved 1/06/15 | Project Completed; Private TDR Res. #2063 & #2064; Town TDR Res. #2070; TCO issued 5/22/19. |

**Town of Bay Harbor Islands**
**2023 Annual Committed Dwelling Unit Summary Table (Medium-High Density Residential)**
**As of December 31, 2023**

| **Project Name** | **Project Address** | **Project Lot / Block** | **Site Existing DU** | **Project Approved DU** | **Change in DU (+/-)** | **Project TDRs Needed** | **Project P&Z Approval** | **Project Current Status (Site Plan, Constr., TDRs, Other)** |
|---|---|---|---|---|---|---|---|---|
| 1150 100th St TH | 1150 100th Street | Block 8 Lot 7 | 4 DU | 4 DU | +0 DU | 0 | Approved 2/03/15 | Under construction / work temp. suspended. |
| 9350 BH TH | 9350 BHT | Block 18 Lot 1 | 4 DU | 6 DU | +2 DU | 0 | Approved 7/07/15 | Project Completed; CO issued 6/06/22. |
| 1000 99th Street (Palm Villa TH) | 1000 99th Street | Block 9 Lots 1, 2 | 9 DU | 14 DU | +5 DU | 0 | Approved 7/21/15 | Project Completed. CO issued 9/25/19. |
| Grand Beach Hotel | 9601 EBHD | Block 4 Lots 35 - 37 | 0 DU | 96 Hotel Rooms | N/A | 20 | PZB Approved 8/04/15 TC Approved 11/09/15 | Gateway Site. Project Completed. Private TDR Res. #2077 & #2078; Town TDR Res. #2079. CO issued 5/17/18. |
| Sophie by Alure | 1045 92nd Street | Block 15 Lots 13-14 | 8 DU | 26 DU | +18 DU | 8 | Approved 6/21/16 | Under Construction but stopped. BP issued; TDR approved – Public TDR - 6 (Res. 2032) and Private 3 (Res. 2012) – 1 extra TDR. |
| Atlantis MFR (Void but some TDRs acquired). See Clara BH below. | 10281 W Bay Harbor Drive | Block 5 Lots 6 & 7 | 4 DU | 28 DU | + 28 DU | 11 | Approved 03/25/17 | Project expired; BP expired due to inactivity; so SP expired as well. TDRs approved – 11 Private TDRs Reqd. but only have 6 in 2021- 5 (Res. 2131) / 1 (Res. 2130) / 1 cancelled Villas at BH (Res. 2155) / 4 cancelled Northern Star (Res. 2156) - sold to others. |
| Driftwood MFR | 9919 – 9927 - 9555 E Bay Harbor Drive | Block 4 Lot 19,20, 21 | 21 DU | 26 DU | + 5 DU | 0 | Approved 02/23/18 Rev. 2/16/21 | Original approval for 35 DU expired; Rev. for 26 DU approved. Pending BP submission; TDRs approved - Private TDR - 4 (Res..2161) and 3 (Res. 2162) – and 2 (Res. 2160). BP / Site Plan ext. via state allowances. |
| 1177 Kane Concourse MXD | 1177 Kane Concourse | Block 21 Multiple Lots | 0 DU | 90 DU | 90 | 24 DU | Approved 8/20/19 TC Approvals 11/15/19 & 6/14/23 | Developer Agreement allows up to 90 DU per Ord. #1042. BP submitted 2021 with 89 DU. Rev. Site Plan approved for 54 DU 6/14/23 (Res. XXX). |
| Millennium Ambienta | 9901 W. Bay Harbor Drive. | Block 8 Lots 11 & 12 | 16 DU | 30 DU | +13 | 13 DU | Approved 9/24/19 | Under Construction. BP plans issued; 13 Private TDRs acquired 8 DU (Res. 2190) / 4 DU (Res. 2191) / 1 DU (Res. 2200). |

**Town of Bay Harbor Islands**
**2023 Annual Committed Dwelling Unit Summary Table (Medium-High Density Residential)**
**As of December 31, 2023**

| **Project Name** | **Project Address** | **Project Lot / Block** | **Site Existing DU** | **Project Approved DU** | **Change in DU (+/-)** | **Project TDRs Needed** | **Project P&Z Approval** | **Project Current Status (Site Plan, Constr., TDRs, Other)** |
|---|---|---|---|---|---|---|---|---|
| ONDA MFR | 1135 103rd Street | Tract F | 35 DU | 41 DU | +6 DU | 0 | Approved 5/07/19 | Under Construction. BP Plans issued. |
| 1165-75 97th Street MFR | 1165-75 97th Street | Block 22 Lots 10 & 11 | 11 DU | 31 DU | + 31 | 13 | Approved 2/01/22 | Site plan approved by DRB (Res. 2250). No further activity. |
| 10270-90 E Bay Harbor Dr. | 10270-90 East Bay Harbor Drive | Block 5 Lots 1 & 2 | 12 DU (Sold 8 TDRs) | 35 DU | +23 | 23 | Approved 2/01/22 (Void) | Site plan approved by DRB (Res. 2249). Revised / expanded 77 DU project submitted. See below. TC approved 5 private TDRs 9/14/22 (Res. 2278). |
| Clara BH MFR (former Atlantis) | 10281 W. Bay Harbor Drive | Block 5 Lots 6 & 7 | 4 DU | 28 DU | +28 | 11 6 recd. (5 yet to acquire) | Approved 4/07/22 | Under Construction. Site Plan approved by DRB (Res. 2251A). TDRs Needed = 11; 2 Private from 9300 BHT approved 6/09/22 (Res. 2257) / 1 Private from 9871-81 WBHD approved 6/09/22 (Res. 2258) / 2 Town approved 9/14/22 (Res. 2277). |
| 9201 WBHD Townhouses | 9201 W. Bay Harbor Drive | Block 17 Lot 7 | 6 DU | 5 DU | -1 | 0 | Approved 9/06/22 | Site plan approved by DRB (Res. 2266). No further activity in 2022. *Sold 3 TDR to NIDO 3/08/23). |
| 9290 W. Bay Harbor Drive MFR | 9290 W. Bay Harbor Drive | Block 2 Lot 16 | 3 DU | 8 DU | +5 | 0 | Approved 5/17/22 | Site plan approved by DRB (Res. 2254-1). BP plan submitted. |
| 9700 E. Bay Harbor Dr. | 9700 W. Bay Harbor Drive | Block 3 Lot 28 | 4 DU | 8 DU | +4 | 0 | Approved 7/05/22 | Site Plan approved by DRB (Res. 2263A). BP plans filed. |
| 1145-67 100th Street | 1145-67 100th Street | Block 7 Lots 13-15 | 7 DU | 45 DU | +38 | 19 | Approved 11/01/22 | Site plan approved by DRB (Res. 2267). BP plans filed. TDRs Needed = 19. 4 Private TRDs 8/08/23 (Res. 2315). 15 Public TDRs approved 8/08/23 (Res. 2320). |
| NIDO MFR | 9880-9900 W. Bay Harbor Drive | Block 3 Lots 19 & 20 | 13 DU | 23 DU | +10 | 5 | Approved 10/18/22 | Site plan approved by DRB (Res. 2282). TDRs Needed = 5. 3 Private TRDs 3/08/23 (Res. 2298A). 2 Public TDRs 3/18/23 (Res. 2298B). |

**Town of Bay Harbor Islands**
**2023 Annual Committed Dwelling Unit Summary Table (Medium-High Density Residential)**
**As of December 31, 2023**

| Project Name | Project Address | Project Lot / Block | Site Existing DU | Project Approved DU | Change in DU (+/-) | Project TDRs Needed | Project P&Z Approval | Project Current Status (Site Plan, Constr., TDRs, Other) |
|---|---|---|---|---|---|---|---|---|
| Origin MFR @ 9740-60 W Bay Harbor Dr. | 9740-60 W. Bay Harbor Drive | Block 3 Lots 25-26 | 10 DU | 27 DU | +17 | 9 | Approved 10/18/22 | Site plan approved by DRB (Res. 2283). BP issued. UC. 9 TDRs Needed. 6 Public TDRs 11/08/23 (Res. 2343). 3 Private TDRs 11/08/23 (Res. XXX). |
| 9110 W Bay Harbor Dr. MFR | 9110 W. Bay Harbor Drive | Block 2 Lot 29 | 10 DU | Orig. 11 DU / Rev. 9 DU | (1) | 0 | Approved 10/18/22 Revision Approved 5/02/23 | Original Site Plan approved by DRB (Res. 2281). Site Plan revision approved by DRB 5/02/23 (Res. XX). BP plans issued / UC. |
| 9781 E Bay Harbor Dr. MFR | 9781 E. Bay Harbor Drive | Block 4 Lot 28 | 6 DU | 9 DU | +3 | 0 | Approved 11/01/22 | Site plan approved by DRB (Res. 2285A). TC denied appeal from Carroll Walk 1/11/23 (Res. 2287). BP plans filed / in process. |
| 9919 – 9927 - 9555 E Bay Harbor Dr. MFR | 9919 – 9927 - 9555 E. Bay Harbor Drive | Block 4 Lots 19, 20 and 21 | 21 DU | 33 DU | +12 | 7 | Approved 12/06/22 | Site plan approved by DRB (Res. 2289). BP plans filed / in process. |
| 10290 E Bay Harbor Dr. MFR | 10270 – 10280 – 10290 – 10200 E. Bay Harbor Drive | Block 5 Lots 1 & 2 Lots 14 & 15 | 36 DU | 77 DU | +41 | 36 | DRB Denied 6/06/23 TC Approved 8/08/23 | New expanded site plan filed in 2022. Site Plan denied by DRB 6/06/23. TC approved on appeal 8/08/23. TDRs Needed = 36. 36 Public TDRs 8/08/23 (Res. 2322). |
| 10141 – 10143 E Bay Harbor Dr. MFR | 10141-10143 E. Bay Harbor Drive | Block 4 Lots 9, 10, 11 and 12 | 30 DU | 44 DU | +14 | 9 | Approved 12/06/22 | Site Plan approved by DRB (Res. 2291). BP plans filed / in process. Site Plan rev. in process 2024. TDRs Needed = 9. 9 Private TDRs approved (4 apps) 8/08/23 (Res. 2316 / 2317 / 2318 / 2319). |
| 1055 93rd Street MFR | 1055 93rd Street | Block 14 Lot 13 | 2 DU | 9 DU | +7 | 0 | Approved 1/03/23 | Site Plan approved by DRB 1/03/23 (Res. XXX). No further activity in 2023. BP plans filed in 2024. |

**Town of Bay Harbor Islands**
**2023 Annual Committed Dwelling Unit Summary Table (Medium-High Density Residential)**
**As of December 31, 2023**

| **Project Name** | **Project Address** | **Project Lot / Block** | **Site Existing DU** | **Project Approved DU** | **Change in DU (+/-)** | **Project TDRs Needed** | **Project P&Z Approval** | **Project Current Status (Site Plan, Constr., TDRs, Other)** |
|---|---|---|---|---|---|---|---|---|
| 1130-1140 100th Street MFR | 1130-1140 100th Street | Block 8 Lots 5 & 6 | 4 DU | 19 DU | +14 | 0 | Approved 3/07/23 | Site Plan approved by DRB 3/07/23 (Res. XXX). BP plans filed / in process. |
| **Year End Totals** | | | **Existing DU** | **Approved DU** | **Change DU** | **TDRs Needed** | | |

Notes:

If project approval has expired and no TDRs processed (if applicable) the project may be removed from future annual reports.
Existing Unit Total does not include existing units on sites with expired projects.
If project expired "Project TDRs Needed" reverts to zero; however, TC approved TDRs and TDR deed has been recorded / completed.

**Note**: Hotel developments (Monarch / Grand Beach) were allowed to increase the number of rooms using TDR units @ .486 DU per hotel room.

**Town of Bay Harbor Islands**
**2023 Annual Report**
**Density Monitoring System (DMS) / Transfer of Development Rights (TDR)**
**As of December 31, 2023**

## COMPREHENSIVE PLAN ANALYSIS

### FLUM – Low Residential (6 DUA)

| | |
|---|---|
| Maximum # of DU Allowed West Island @ 6 DUA:<br>(100.24 Acres X 6 DUA = 601) | 601 DU |
| Number of DU Existing West Island: | 263 DU |

### FLUM - Medium-High Residential (6-34 DUA)

| | |
|---|---|
| Maximum # of DU Allowed East Island @ 34 DUA:<br>(119.32 Acres X 34 DUA = 4,057) | 4,057 DU |
| Number of DU Grandfathered on East Island for Existing Vested MFR Development Exceeding 34 DUA: | 478 DU<br>4,535 DU Total |
| Number of DU Existing East Island – 12/31/22: | 2,843 DU |
| Number of DU Existing East Island – 12/31/23: | 2,876 DU (- 14 DU + 47 DU) |
| Number of DU Available for Future Development on East Island for MFR Sites:<br>(4,057 DU – 2,876 DU) | 1,181 DU |
| Number of TDR Units Available for Future Development on East Island for MFR Sites:<br>(1,181 DU – 190 private TDRs to date – 289 Town TDRs to date)<br>(19 private TDR sold / 59 Town TDRs sold / 15 TDR rescinded in 2023) | 702 DU |
| Number of Privately Owned TDR Units Available on East Island for MFR Sites:<br>(989 DU in 2022 – 19 private TDRs sold) | 970 DU |
| Number of TDR Units penalized for 2 PRD projects: | 27 DU |
| Number of Town Owned TDR Units Available on East Island for MFR Sites (Town-owned lots / streets / parks):<br>(85 DU in 2022 – 59 Town TDRs sold + 15 Town TDRs recovered) | 41 DU |

### FLUM – Commercial (34 DUA)

| | |
|---|---|
| Maximum # of DU Allowed Commercial Area @ 34 DUA:<br>(22.31 Acres X 34 DUA = 758) | 758 DU |
| Number of DU Existing Commercial Area: | 0 DU |
| Number of Privately Owned TDR Units Available on East Island for Commercial Sites: | 542 DU |
| Number of Town Owned TDR Units Available on East Island for Commercial Sites:<br>(192 balance in 2022 – 0 DU sold 2023) | 192 DU |

# Town of Bay Harbor Islands
# 2023 Annual Report
# Density Monitoring System (DMS) / Transfer of Development Rights (TDR)
# As of December 31, 2023

## West Island

There were 298 original platted lots shown on the plat of Bay Harbor Islands (PB 46 Book 5, DCR). Four (4) lots were lost for the Bay Harbor Causeway (Lots 68-71 of Block 23). This results in 294 available lots for single-family development. Some homes have been built on more than one lot (whole lots / portions of lots). There were 263 existing single-family homes as of 12/31/23. There are no TDR transfers allowed from the West Island to the East Island per Comprehensive Plan limits.

(Note: 1 Demo Permit, 5 SFR Building Permits and 4 SFR COs issued in 2023)

## East Island

### Residential Areas

**Beginning of Year Totals**

- 2,843 Existing Dwelling Units
- 330 Original Town Owned TDR Units
- 85 Town Owned TDR Units as of 12/31/22
- 989 Privately Owned TDR Units as of 12/31/22

**Changes During Year**

- Demolition Permits Issued – 2 Permits / 14 Total DU

- Building Permits Issued MFR – 1 Permit for 28 DU (10281 WBHD = 28)

- Certificate of Occupancies Issued – 2 @ 47 Total DU
  (1150 101st St. = 17 DU) & (1150-1160 102nd St. = 30 DU)

- Publicly Owned TDR Units:
  - 289 Town-Owned TDR Units Approved to Date
  - 59 Town-Owned TDR Units Approved in 2023 (See list on page 2)
  - 15 Town-Owned TDR Units Returned in 2023
    (La Baia North / formerly Royal House)

- Privately Owned TDR Units:
  - 19 Privately-Owned TDR Units Approved 2023 / 0 TDR Unit Rescinded

**Cancellations / Rescissions / Revisions 2023**:

Receiving Site: La Baia North / formerly Royal House @ 9431-9481 EBHD)
From 46 DU to 31 DU
Donor: Town

# Town of Bay Harbor Islands
# 2023 Annual Report
# Density Monitoring System (DMS) / Transfer of Development Rights (TDR)
# As of December 31, 2023

**New TDR Approvals 2023**:

Receiving Site: 3 Private DU (NIDO @ 9880-9990 WBHD)
Donor Site: Proposed 9201 WBHD Townhomes

Receiving Site: 2 Public DU (NIDO @ 9880-9990 WBHD)
Donor Site: N/A (Town TDRs)

Receiving Site: 4 Private DU (No Name @ 1145-1167 100 St.)
Donor Site: 1155 101 Street Townhomes

Receiving Site: 1 Private DU (Bay Harbor Towers @ 10143-45 EBHD)
Donor Site: Four Friends Condominiums @ 10081 WBHD

Receiving Site: 1 Private DU (Bay Harbor Towers @ 10143-45 WBHD)
Donor Site: The Hideaway at BH, LLC @ 1050 95 St.

Receiving Site: 2 Private DU (Bay Harbor Towers @ 10143-45 WBHD)
Donor Site: H4U Properties, LLC @ 1020 93 St.

Receiving Site: 5 Private DU (Bay Harbor Towers @ 10143-45 WBHD)
Donor Site: All Season Developers, LLC @ 1150 100 St.

Receiving Site: 1 Private DU (Bay Harbor Towers @ 10143-45 WBHD)
Donor Site: The Hideaway at BH, LLC @ 1050 95 St.

Receiving Site: 15 Public DU (No Name @ 1145-67 100 St.) (Waiver)
Donor Site: N/A (Town TDRs)

Receiving Site: 36 Public DU (No Name @ 10270-90 EBHD) (Waiver)
Donor Site: N/A (Town TDRs)

Receiving Site: 6 Public DU (No Name @ 9740-9760 WBHD) (Waiver)
Donor Site: N/A (Town TDRs)

Receiving Site: 3 Private DU (No Name @ 9740-9760 WBHD)
Donor Site: No Name Proposed MFR @ 9110 WBHD

**End of Year Totals**

- MFR Dwelling Units: 2,890 DU (14 Demos + 47 DU COs / 28 DU BP issued)
- Town Owned TDR Units: 41 DU Remaining*
- Privately Owned TDR Units: 970 DU Remaining
-Total TDR Units (Private and Town) Committed to Date = 479 DU**

* Calculation includes Town owned TDR units that will be recovered due to reduction in DU for projects under construction and for expired projects.

** Calculation only includes Town Council approval of TDR units; not Design Review Board (formerly Planning and Zoning Board) project approvals, as some may expire or change.

# Town of Bay Harbor Islands
# 2023 Annual Report
# Density Monitoring System (DMS) / Transfer of Development Rights (TDR)
# As of December 31, 2023

**Notes:** 1) The Town approved Site Development Plans that included 36 TDR units during 2023.

2) On 4/20/21 the Town Council approved 13 public TDR units for the La Baia South project (formerly Island House) based on an 87 DU project. An earlier Town TDR transaction from 2013 expired. That project was kept "alive" via State / Town extensions and BP submissions. In May 2021 the site was sold to a new developer (Continuum). In January 2022 the Town approved a revised Site Development Plan for 68 DU. The Town's 4/20/21 TDR sales agreement was to expire on 4/20/22 without an Addendum / Extension (6 months max. / full payment / penalty fees per month). Based on the reduced number of DU (68) only 6 public TDR DU were necessary. A sales agreement addendum / extension was approved prior to the expiration of the original 1-year timeframe and all TDRs / late fees are now paid for in total. The project is now under construction.

3) The Town has approved a number of Site Development Plans that included TDR units that have yet to be legally acquired / approved (may include expired projects).

# Town of Bay Harbor Islands
# 2023 Annual Report
# Density Monitoring System (DMS) / Transfer of Development Rights (TDR)
# As of December 31, 2023

## Commercial Areas

### Beginning of Year Totals

- 0 Existing Dwelling Units (24 DU Approved in 2019 @ 1177 KC MXD)
- 192 Town Owned TDR Units (Sold 24 DTR to 1177 KC in 2019)
- 542 Privately Owned TDR Units (None sold to Date)

### Changes During Year

- Demolition Permits Issued – 0
- Building Permits Issued – 0 Permit / 0 Dwelling Units
- Certificate of Occupancies Issued – 0 Dwelling Units

- Town Owned TDR Units:
    - 24 Town Owned TDR Units Approved to Date
    - 0 Town Owned TDR Units Approved in 2023

- Privately Owned TDR:
    - 0 Privately Owned TDR Units Approved to Date
    - 0 Privately Owned TDR Units Approved in 2023:

### End of Year Totals

- Existing Dwelling Units: 24 Approved + 0 = 24 Dwelling Units
- Town Owned / Privately Owned TDR Units: 734 – 0 = 734 (as of 12/31/23)
-Total TDR Units Committed = 24 DU

**AGENDA ITEM REPORT**
November 20, 2024

**ITEM NUMBER: 3.**

**ITEM: Consideration** and **Approval** of the Regular Council Meeting dates for the 2025 calendar year. Enclosed is a list of the proposed dates.

**DESCRIPTION:**

**RECOMMENDED ACTION:**

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**FINANCIAL ANALYSIS:**
There is no fiscal impact.

**BUDGET IMPACT:**

---

Submitted By: Yvonne Hamilton, Town Clerk

**ATTACHMENTS**

| | |
|---|---|
| 1. | 2025 Council Meetings Dates (1) |

**REGULAR COUNCIL MEETING**
**MEETING DATES AND DEADLINES - 2025**
**(Second Wednesday of each month)**

| **Deadline for Agenda Items** | **Council Meeting Dates** |
|---|---|
| Thursday, December 26, 2024 | Wednesday, January 8, 2025 |
| Wednesday, January 29, 2025 | Wednesday, February 12, 2025 |
| Wednesday, February 26, 2025 | Wednesday, March 12, 2025 |
| Wednesday, March 26, 2025 | Wednesday, April 9, 2025 |
| Wednesday, April 30, 2025 | Wednesday, May 14, 2025 |
| Wednesday, May 28, 2025 | Wednesday, June 11, 2025 |
| Wednesday, July 30, 2025 | Wednesday, August 13, 2025 |
| Wednesday, August 27, 2025 | Wednesday, September 10, 2025 |
| Wednesday, September 24, 2025 | Wednesday, October 8, 2025 |
| Wednesday, October 29, 2025 | Wednesday, November 12, 2025 |

- Passover – April 12-20, 2025
- Rosh Ha Shanah – September 22-24, 2025
- Yom Kippur – October 1-2, 2025
- Sukkot – October 6, 2025 – October 13, 2025

**AGENDA ITEM REPORT**
November 20, 2024

**ITEM NUMBER: 4.**

**ITEM: Consideration** and **Approval** of a Resolution renewing an agreement between the Town of Bay Harbor Islands and David Caserta Government Relations, Inc. for consulting services related to government relations efforts at the State level. Enclosed are the proposed agreement and draft resolution.

**DESCRIPTION:**
Staff recommends that the Town Council approve the attached Resolution renewing a contract with David Caserta Government Relations, Inc. for a fee of $60,000 payable in installments of $5,000 on November 1, 2024 and $5,000 payable on the 1st day of each month thereafter with the last payment due and payable on October 1, 2025, for professional lobbying services at the State level.

The contract with David Caserta Government Relations, Inc. for state lobbying service expired on October 31, 2024. Mr. David Caserta submitted a renewal agreement to the Town Manager, expressing his interest to renew his Professional Service Agreement for a one-year term commencing from November 1, 2024 through October 31, 2025.

David Caserta has been the Town's lobbyist for state affairs since 2017. The fee remains the same.

**RECOMMENDED ACTION:**

---

**FINANCIAL ANALYSIS:**
Total Amount Budgeted: $75,000
25% Town Manager GL 001.5120.400031.000 $18,750
35% Sewer Department GL 402.5350.400031.000 $26,250
40% Causeway Fund GL 401.5415.400031.000 $30,000

**BUDGET IMPACT:**

---

Submitted By: Yvonne Hamilton, Town Clerk

**ATTACHMENTS**

| | |
|---|---|
| 1. | Staff Memo for Council Agenda Item- David Caserta-State Lobbying Agreement |
| 2. | Resolution - David Caserta Government Relations Inc_ |
| 3. | Bay Harbor Islands Agreement 2024-25 - David Caserta |

**TOWN OF BAY HARBOR ISLANDS**
**TOWN CLERK'S DEPARTMENT**
**MEMORANDUM**

| | |
|---|---|
| **TO:** | Mayor and Town Council Members |
| **THRU:** | Jenice Rosado, ICMA-CM Town Manager<br>Mike Mesa, CBO, CFM, Assistant Town Manager/ Building Official |
| **FROM:** | Joseph S. Geller, Esq., Town Attorney<br>Yvonne P. Hamilton, CMC, Town Clerk |
| **DATE:** | November 20, 2024 |
| **SUBJECT:** | David Caserta Government Relations, Inc. Lobbyist Renewal Agreement - 2024/2025 |

## RECOMMENDATION

Staff recommends that the Town Council approve the attached Resolution renewing a contract with David Caserta Government Relations, Inc. for $60,000 payable in installments of $5,000 on November 1, 2024 and $5,000 payable on the 1st day of each month thereafter with the last payment due and payable on October 1, 2025, unless a written extension is authorized by all parties.

## BACKGROUND / ANALYSIS

The contract with David Caserta Government Relations, Inc. for state lobbying service expired on October 31, 2024. Mr. David Caserta submitted a renewal agreement to the Town Manager, expressing his interest to renew his Professional Service Agreement for a one-year term commencing from November 1, 2024 through October 31, 2025.

David Caserta has been the Town's lobbyist for state affairs as far back as 2017. The fee is unchanged from the November 1, 2023 through October 31, 2024 term.

## EXECUTE

If the Town Council approves the renewal agreement with David Caserta Government Relations, Inc., the Town Manager will execute the agreement to retain the company as an independent consultant to the Town to assist the Town in its government relations efforts at the State level.

The Consultant will track legislation and work with elected officials and staff in an effort to provide effective representation in order to ensure modification, passage or defeat of government action.

## FINANCIAL ANAYSIS

Total Amount Budgeted: $75,000
25% Town Manager GL 001.5120.400031.000 $18,750
35% Sewer Department GL 402.5350.400031.000 $26,250
40% Causeway Fund GL 401.5415.400031.000 $30,000

## ATTACHMENTS

1. Staff Memo
2. Draft Resolution
3. David Caserta Government Relations, Inc. agreement

**RESOLUTION NO._____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA EXTENDING THE TERM OF THE PROFESSIONAL SERVICES AGREEMENT WITH DAVID CASERTA GOVERNMENT RELATIONS, INC. FOR STATE LOBBYING SERVICES FOR AN ADDITIONAL TERM OF NOVEMBER 1, 2024 THROUGH OCTOBER 31, 2025; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Bay Harbor Islands Town Council has determined it is beneficial to the Town to retain a State lobbyist; and

**WHEREAS,** on November 1, 2023, the Town Council authorized the Town to enter into an agreement with David Caserta Government Relations, Inc. for lobbying services at the State level; and

**WHEREAS,** the existing Professional Services Agreement with David Caserta Government Relations, Inc. will expire on October 31, 2024; and

**WHEREAS,** the Town of Bay Harbor Islands wishes to retain David Caserta Government Relations, Inc. to perform the duties of Lobbyist on the State level.

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

**Section 1. Recitals.** The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

**Section 2. Approval of Resolution.** The Town of Bay Harbor Islands Town Council hereby authorizes the Town Manager to extend the Professional Services Agreement with David Caserta Government Relations, Inc. for an additional term, effective November 1, 2024 through October 1, 2025, for a fee of $60,000 payable in installments of $5,000 payable on November 1, 2024 and $5,000 payable on the 1st day of each month thereafter with the last payment due and payable on October 1, 2025.

**Section 3. Effective Date**. This resolution shall take effect immediately upon adoption.

**PASSED and ADOPTED this 20th day of November, 2024.**

_____
Joshua D. Fuller, Mayor

**ATTEST:**

_____
Yvonne P. Hamilton, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

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

**AGREEMENT**

This Agreement for services is entered into this 1st day of November 2024 by and between, Town of Bay Harbor Islands (Town @ 9665 Bay Harbor Terrace, Bay Harbor, Florida 33154) and David Caserta Government Relations, Inc., (Consultant@ 7850 NW 146th St #508, Miami Lakes, Florida 33016).

WHEREAS, Town is a municipal government located in Miami-Dade County; and

WHEREAS, Town is in need of consulting services at the State level; and

WHEREAS, Consultant shall assist Town with its government relations efforts at the State level.

NOW THEREFORE, for ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually agreed as follows:

1. Recitals. The above recitals are true and correct and incorporated as part of this agreement.

2. Consultant Services. Consultant is hereby retained as an independent consultant to Town to assist Town in its government relations efforts at the State level. Consultant will track legislation and work with elected officials and staff in an effort to provide effective representation in order to ensure modification, passage or defeat of government action. Consultant's services are limited to providing the above stated service and Consultant is not obligated to provide any other additional services without a written amendment to this Agreement. Company Acknowledges that Consultant shall comply with all Lobbying laws and requirements set forth in Florida Statutes 11.045.

3. Term. The term of this Agreement shall commence effective as of November 1, 2024 and end on October 31, 2025.

4. Compensation. In consideration for this Agreement, Town shall pay Consultant a fee of Sixty Thousand Dollars ($60,000.00) for services. Fee shall be payable as follows;

- $5,000.00 payable on November 1, 2024.
- $5,000.00 payable on 1st day of each month thereafter with the last payment due and payable on October 1, 2025, unless a written extension is authorized by all parties.

5. Expenses. Town shall also pay the Consultant, for all reasonable costs incurred and all expenditures made on behalf of the Client, including, but not limited to, travel, lodging, and meals in conjunction with representation of the Client. Such amount shall be immediately due and payable. Expenses, for the term of this agreement, shall be limited to $4,000, unless modified in writing and authorized by all parties.

6. Relationship of Parties

6.1 Consultant's and Town, their agents, representatives, and employees shall, under no circumstances, be deemed partners, joint venturers, agents, employees or representatives of the other. Consultants are independent contractors and shall not be liable in any way whatsoever for the nature and quality of the work performed by Town. In performing Services under this Agreement, Consultants shall operate as and have the status of an independent contractor and shall not act as or be an agent or employees of Town. All of Consultant's activities shall be at its own risk and Consultant shall not be entitled to Workers' Compensation or similar benefits or other insurance protection provided by Town. As independent contractors, Consultant shall be solely responsible for determining the means and

methods for performing the Services. Consultant will determine the time, the place, and the manner in which they will provide the Services. Town will receive only the results of Consultant's Services. Town shall provide no office space, secretarial services, or other support for Consultant's Services.

6.2 The Town agrees that Consultant assume no liability to the Town or any third party with respect to the performance or the action or inaction of the Town. Consultant agrees that Town assumes no liability to any third party with respect to the performance or the action or inaction of Consultants.

6.3 The Town and Consultant hereby agree to indemnify and hold each other, their officers, directors, shareholders and employees harmless from and against any and all claims, causes, losses, obligations, judgments, liabilities, expenses, damages and costs whatsoever, including attorneys' fees and costs at arbitration, trial and appellate levels, which in any way arise from such Party's action or inaction. This indemnification shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

7. Termination. Consultant or Town may terminate this Agreement at anytime for a breach of this Agreement or for any justifiable reason and the non-breaching party shall be entitled to pursue all available legal rights and remedies. Should the Town terminate this Agreement for any reason, after legislative Session commences, it will compensate Consultant for the unpaid balance of Consultant's fee remaining on this agreement.

8. Enforceability. Any provision of this Agreement prohibited by law or by court decree in any locality or state shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement as if the provision or part declared void or invalid had never been incorporated in the Agreement and the remainder of the Agreement shall continue to bind all parties.

9. Notice. For purposes of serving written notice herein, the respective addresses of the parties, unless changed by notice in writing, shall be as noted in the first paragraph of this Agreement. Any notice required or desired hereunder shall be deemed given upon receipt.

10. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

11. Jurisdiction and Venue. Jurisdiction and venue shall lie in the State Courts of Miami-Dade County, Florida for any dispute which arises out of this agreement.

12. Modification. This Agreement contains the full terms agreed to by the parties and shall not be modified, except in writing, signed by both parties.

13. Waiver. Failure to enforce any provision hereof shall not constitute a waiver of a party's right thereafter to enforce each and every such provision or any other provision.

14. Arbitration. In the event of any dispute arising out of this Agreement the parties agree that the same shall be submitted for binding arbitration in accordance with the rules of the American Arbitration Association, then in effect. Arbitration shall be in Miami-Dade County, to be held before a single arbitrator.

15. Attorneys' Fees. The prevailing party in any dispute shall be entitled to recover all costs and expenses, including attorneys' fees, including fees for trial and appellate courts.

16. Caption and Numbers. The captions and numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such numbers, nor in any way affect this Agreement. Any pronouns or words shall refer to masculine, feminine or neuter, singular or plural, as the context requires.

17. Assignment. This Agreement shall be binding upon the parties hereto.

18. Authority. The individuals signing below represent and warrant that they have the authority to bind their respective companies to this Agreement.

19. Consultant shall use his best efforts in carrying out the responsibilities set forth in this agreement but does not guarantee any outcome relating to such services.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date before written.

**David Caserta Government Relations, Inc.**

By:_____

David Caserta, President (Consultant)

**Town of Bay Harbor Islands,**
through its Town Manager

By:_____
Jenice Rosado, Manager

(Town Seal)

**AGENDA ITEM REPORT**
November 20, 2024

**ITEM NUMBER: 5.**

**ITEM: Consideration** and **Approval** of a Resolution regarding a Budget Amendment to the FY 2023-2024 Budget. Attached is a copy of the draft 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 the Town's budgetary condition. Budget requirements include maintaining a balanced budget and prohibiting entering encumbrances for which there is not sufficient appropriation.

The Town Council monitors the monthly budget and actual summary at the fund level. The Town Manager is authorized by the Charter to adjust within funds so long as the appropriation for each fund is not exceeded. This budget amendment aims for the Town Council to amend the FY 2023-2024 annual budget and to recognize changes in revenues and expenditures that differ from the adopted budget. This amendment represents the Final budget amendment for FY2023-2024 and maintains a balanced budget with total revenues equal to total expenditures.

The attached document represents the amendment that ensures compliance with State law, the Town Charter, and sound financial management practices.
Staff alongside me have reviewed FY 2023-2024 actual revenues and expenditures and recommend a change to the FY 2023-2024 annual budget as follows:

001-General Fund –
The general fund is being amended to increase revenues and appropriations for expenditures by the same amount, which is $6,392,865.07. The amendment will account for the prior year's transfer of Development Right (TDR) Fee revenues to the General Capital Projects Fund (301). The TDR Fees were originally budgeted in the General Operating Budget. This Budget amendment transfers the funds from general operating to general capital projects funds and multiple transaction line items such as professional services, travel, regular salaries, overtime, FICA, printing and binding, improvements, operating rentals and leases, repairs and maintenance, operating supplies, and other costs. Receipts for ad valorem, gas tax, and other miscellaneous revenues were higher than budget, therefore an adjustment was made. This is a balanced budget.

104-Youth Development Program Fund –
The Youth Development Program fund is being amended to decrease revenues and appropriations for expenditures by the same amount, which is $44,051.15. The amendment will account for multiple transaction line items such as the Children's Trust Grant, transfers from other funds, regular salaries, overtime, FICA, professional services, program supplies, and other costs. Revenues and expenditures were lower than budget, so an adjustment was made. This is a balanced budget.

301-Capital Projects Fund –
The Capital Projects fund is being amended to increase revenues and appropriations for expenditures by the same amount, which is $9,013,616.44. The amendment will account for the

TDR proceeds of the prior year's Transfer of Development Right (TDR) Fee. The TDR Fees were originally budgeted in the General Operating Budget. This Budget amendment transfers the funds from general operating to general capital projects fund. This amendment will also account for other multiple line items such as repairs and maintenance, buildings, finance rents and leases, improvements, and contingencies. This is a balanced budget.

401- Causeway Fund –
This Causeway fund is being amended to increase revenues and appropriations for expenditures by the same amount, $293,326.23. The amendment will account for multiple transaction line items such as Toll revenues, interest earnings, salaries, overtime, worker's compensation insurance, and finance rentals and leases. This is a balanced budget.

402- Sewer Fund –
This sewer fund is being amended to decrease revenues and decrease appropriations for expenditures by the same amount, which is $1,049,427.59. The amendment will account for multiple transaction line items such as sewage disposal fees, worker's compensation, professional services, sewage disposal, utility services, operating rentals and leases, other current charges, improvements, machinery and equipment, and changes in balance/reserves. The appropriation of the fund balance amount to fund expenditures is being removed. This is a balanced budget.

403- Water Fund –
This water fund is being amended to decrease revenues and decrease appropriations for expenditures by the same amount, which is $891,110.49. The amendment will account for multiple transaction line items such as water sales, water impact fees, other revenues, worker's compensation, other contractual services, finance rentals and leases, printing and binding, other current charges, improvements, and changes in balance/reserves. The appropriation of the fund balance amount to fund expenditures is being removed. This is a balanced budget.

404- Parking Fund –
There are line-item changes within the parking fund, whereas parking fund permit sales receipts are decreasing by $49,103.33, and the same dollar amount is increasing the Parking trust receipts. Group insurance, other contractual services, operating rentals, and leases, finance rentals and leases, and other current charges are increasing by $49,103.33, and the same amount is decreasing for improvements and machinery and equipment. The changes do not require an increase or decrease in revenue or a request for additional expenditure. This is a balanced budget.

405- Solid Waste Fund –
There are line-item changes within the solid waste fund, whereas single, apartment, and daily collection fees and garbage container charges are decreasing by $15,888.03, and the same dollar amount is increasing the multi-family collection fees and interest earnings. Group insurance and overtime are increasing by $15,888.03, and the same amount is decreasing for salaries, FICA, worker's compensation, unemployment, professional services, operating supplies, and disposal fees. The changes do not require an increase or decrease in revenue or a request for additional expenditure. This is a balanced budget.

406- Stormwater Fund –
This Stormwater fund is being amended to increase revenues and increase appropriations for expenditures by the same amount, which is $11,869.36. The amendment will account for multiple transaction line items such as Stormwater Fees, late fees, other miscellaneous revenues,

group insurance, worker's compensation, and other contractual services. This is a balanced budget.

**RECOMMENDED ACTION:**

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**FINANCIAL ANALYSIS:**
FY 2023-2024 Budget Amendment Attached.

**BUDGET IMPACT:**

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Submitted By: Sandra Siefken, Finance Director
Jenice Rosado, Town Manager

**ATTACHMENTS**

| | |
|---|---|
| 1. | FY 2023-2024 Budget Amendment Memorandum |
| 2. | FY 2023-2024 Budget Amendment |
| 3. | Resolution - FY 2023-2024 Budget Amendment No. 3 Resolution |

# TOWN OF BAY HARBOR ISLANDS
# MEMORANDUM

| | |
|---|---|
| **TO:** | Mayor and Town Council Members |
| **THRU:** | Jenice Rosado, ICMA-CM Town Manager |
| **CC:** | Joseph S. Geller, Esq., Town Attorney<br>Yvonne P. Hamilton, CMC, Town Clerk |
| **FROM:** | Sandra Siefken, Finance Director |
| **DATE:** | November 20, 2024 |
| **SUBJECT:** | FY 2023-2024 Budget Amendment |

## RECOMMENDATION

Staff recommends that the Town Council approves a resolution amending the FY 2023-2024 Budget.

## BACKGROUND / ANALYSIS

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

The Town Council monitors the monthly budget and actual summary at the fund level. The Town Manager is authorized by the Charter to adjust within funds so long as the appropriation for each fund is not exceeded. This budget amendment aims for the Town Council to amend the FY 2023-2024 annual budget and to recognize changes in revenues and expenditures that differ from the adopted budget. This amendment represents the Final budget amendment for FY2023-2024 and maintains a balanced budget with total revenues equal to total expenditures.

## EXECUTE

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

Staff alongside me have reviewed FY 2023-2024 actual revenues and expenditures and recommend a change to the FY 2023-2024 annual budget as follows:

**001-General Fund –**

The general fund is being amended to increase revenues and appropriations for expenditures by the same amount, which is $6,392,865.07. The amendment will account for the prior year's transfer of Development Right (TDR) Fee revenues to the General Capital Projects Fund (301). The TDR Fees were originally budgeted in the General Operating Budget. This Budget amendment transfers the funds from general operating to general capital projects funds and multiple transaction line items such as professional services, travel, regular salaries, overtime, FICA, printing and binding, improvements, operating rentals and leases, repairs and maintenance, operating supplies, and other costs. Receipts for ad valorem, gas tax, and other miscellaneous revenues were higher than budget, therefore an adjustment was made. This is a balanced budget.

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This Stormwater fund is being amended to increase revenues and increase appropriations for expenditures by the same amount, which is $11,869.36. The amendment will account for multiple transaction line items such as Stormwater Fees, late fees, other miscellaneous revenues, group insurance, worker's compensation, and other contractual services. This is a balanced budget.

**ATTACHMENTS**

1. Budget Amendment Memorandum
2. FY 2023-2024 Budget Amendment

**FY 2023-2024 Budget Amendment**
**Town of Bay Harbor Islands**
**Date Range: 10/01/2023 - 09/30/2024**

| Account | Name | Fiscal Budget | Total Activity | Budget Remaining | Budget Amendment | Revised Budget |
|---|---|---|---|---|---|---|
| **001 - General Fund** | | | | | | |
| **Revenue** | | | | | | |
| 001.9990.311100.000 | Ad Valorem Taxes | (5,741,697.00) | (5,844,885.45) | 103,188.45 | 103,188.45 | (5,844,885.45) |
| 001.9990.312520.000 | Casualty Ins Premium Tax (Pol) | (20,000.00) | (79,253.96) | 59,253.96 | 59,253.96 | (79,253.96) |
| 001.9990.316000.000 | Local Business Tax-Formerly (Oc | (80,000.00) | (108,241.67) | 28,241.67 | 28,241.67 | (108,241.67) |
| 001.9990.321000.010 | TDR Fees | - | (500.00) | 500.00 | 500.00 | (500.00) |
| 001.9990.322001.000 | Building Permits | (1,390,000.00) | (3,108,661.90) | 1,718,661.90 | 1,718,661.90 | (3,108,661.90) |
| 001.9990.322002.000 | Electrical Permits | (30,000.00) | (268,545.00) | 238,545.00 | 238,545.00 | (268,545.00) |
| 001.9990.322003.000 | Plumbing Permits | (20,000.00) | (303,606.00) | 283,606.00 | 283,606.00 | (303,606.00) |
| 001.9990.322004.000 | Air Conditioning Mechanical Perm | (50,000.00) | (185,741.50) | 135,741.50 | 135,741.50 | (185,741.50) |
| 001.9990.322900.000 | Right of Way Permit | (20,000.00) | (6,568.50) | (13,431.50) | (13,431.50) | (6,568.50) |
| 001.9990.329000.000 | Other Licenses & Permits | (500,000.00) | (793,052.31) | 293,052.31 | 293,052.31 | (793,052.31) |
| 001.9990.329000.111 | Plan Digitizing Fee | (10,000.00) | (17,639.65) | 7,639.65 | 7,639.65 | (17,639.65) |
| 001.9990.329000.200 | Technology Fee | - | (438,528.90) | 438,528.90 | 438,528.90 | (438,528.90) |
| 001.9990.331501.000 | Federal Grant-Disaster Relief | - | (189,300.79) | 189,300.79 | 189,300.79 | (189,300.79) |
| 001.9990.331700.000 | Fed Grants-Culture/Recreation | (66,000.00) | - | (66,000.00) | (66,000.00) | - |
| 001.9990.334490.100 | St Grant-FDOT (FreeBee) | - | (78,412.07) | 78,412.07 | 78,412.07 | (78,412.07) |
| 001.9990.334701.000 | State Grant-Culture/Rec. | (50,000.00) | - | (50,000.00) | (50,000.00) | - |
| 001.9990.335121.000 | Sales Tax-Mun Rev Shr | (80,000.00) | (171,657.84) | 91,657.84 | 91,657.84 | (171,657.84) |
| 001.9990.335122.000 | Fuel Tax-Mun Rev Shar | (156,847.00) | (71,483.57) | (85,363.43) | (85,363.43) | (71,483.57) |
| 001.9990.341100.000 | Lien Search Fees | (10,000.00) | (13,800.00) | 3,800.00 | 3,800.00 | (13,800.00) |
| 001.9990.347200.000 | Recreation Program Fees | (150,000.00) | (147,504.10) | (2,495.90) | (2,495.90) | (147,504.10) |
| 001.9990.347200.100 | Tennis Court Fees | (250.00) | - | (250.00) | (250.00) | - |
| 001.9990.351001.000 | Fines-Code Violations | (90,000.00) | (452,879.07) | 362,879.07 | 362,879.07 | (452,879.07) |
| 001.9990.354000.000 | Ticket Surcharges | (5,000.00) | (53,780.18) | 48,780.18 | 48,780.18 | (53,780.18) |
| 001.9990.359001.000 | Traffic Fines | (5,000.00) | (12,286.86) | 7,286.86 | 7,286.86 | (12,286.86) |
| 001.9990.359002.000 | Second Dollar Funding | - | (372.26) | 372.26 | 372.26 | (372.26) |
| 001.9990.361000.000 | Interest Earnings | - | (71,354.25) | 71,354.25 | 71,354.25 | (71,354.25) |
| 001.9990.362000.000 | Rents & Royalties | (4,000.00) | (4,351.24) | 351.24 | 351.24 | (4,351.24) |
| 001.9990.366000.000 | Contributions, Donations and Loc | - | (28,089.01) | 28,089.01 | 28,089.01 | (28,089.01) |
| 001.9990.369000.000 | Other Miscellaneous Revenues | (100,000.00) | (72,171.98) | (27,828.02) | (27,828.02) | (72,171.98) |
| 001.9990.369002.222 | TDR Sale Proceeds | (4,100,000.00) | - | (4,100,000.00) | (4,100,000.00) | - |
| 001.9990.369003.000 | Take Home Vehicle Program | - | (15,216.24) | 15,216.24 | 15,216.24 | (15,216.24) |
| 001.9990.382010.000 | Appropriation from Fund Balance | (2,740,182.64) | - | (2,740,182.64) | 6,533,774.77 | (9,273,957.41) |
| **Revenue Totals:** | | **(15,418,976.64)** | **(12,537,884.30)** | **(2,881,092.34)** | **6,392,865.07** | |

**FY 2023-2024 Budget Amendment**
**Town of Bay Harbor Islands**
**Date Range: 10/01/2023 - 09/30/2024**

| Account | Name | Fiscal Budget | Total Activity | Budget Remaining | Budget Amendment | Revised Budget |
|---|---|---|---|---|---|---|
| **001 - General Fund** | | | | | | |
| **Expense** | | | | | | |
| 001.5110.400031.000 | Professional Services | 50,000.00 | 23,475.00 | 26,525.00 | (2,529.45) | 47,470.55 |
| 001.5110.400040.000 | Travel & Per Diem | 30,000.00 | 23,974.22 | 6,025.78 | | 30,000.00 |
| 001.5110.400041.000 | Communications and Freight | 14,000.00 | 16,529.45 | (2,529.45) | 2,529.45 | 16,529.45 |
| 001.5120.400012.000 | Regular Salaries & Wages | 205,121.00 | 235,163.69 | (30,042.69) | 30,042.69 | 235,163.69 |
| 001.5120.400021.000 | F.I.C.A. Taxes | 15,792.00 | 19,310.96 | (3,518.96) | 3,518.96 | 19,310.96 |
| 001.5120.400022.000 | Retirement Contribution | 25,978.00 | 21,420.00 | 4,558.00 | (4,558.00) | 21,420.00 |
| 001.5120.400022.100 | Retirement Contribution-ICMA 457 | - | 540.00 | (540.00) | 540.00 | 540.00 |
| 001.5120.400023.000 | Group Insurance | 26,992.00 | 32,442.05 | (5,450.05) | 5,450.05 | 32,442.05 |
| 001.5120.400024.000 | Workers' Compensation' | 3,558.00 | 3,584.08 | (26.08) | 26.08 | 3,584.08 |
| 001.5120.400025.000 | Unemployment Compensation | 935.00 | - | 935.00 | (935.00) | - |
| 001.5120.400031.000 | Professional Services | 52,500.00 | 51,794.84 | 705.16 | (705.16) | 51,794.84 |
| 001.5120.400034.000 | Other Contractual Services | 20,000.00 | 13,041.64 | 6,958.36 | (6,958.36) | 13,041.64 |
| 001.5120.400034.332 | Other Contractual Services-Hurric | 50,000.00 | 22,472.71 | 27,527.29 | (26,527.29) | 23,472.71 |
| 001.5120.400041.000 | Communications and Freight | 16,000.00 | 18,012.47 | (2,012.47) | 2,012.47 | 18,012.47 |
| 001.5120.400045.000 | Insurance | 25,000.00 | 45,283.18 | (20,283.18) | 20,283.18 | 45,283.18 |
| 001.5120.400047.000 | Printing & Binding | 9,000.00 | 5,009.53 | 3,990.47 | (3,990.47) | 5,009.53 |
| 001.5120.400048.000 | Promotional Activities | 58,470.00 | 19,565.75 | 38,904.25 | (37,210.45) | 21,259.55 |
| 001.5120.400049.000 | Other Current Charges | 41,000.00 | 57,131.95 | (16,131.95) | 16,131.95 | 57,131.95 |
| 001.5120.400051.000 | Office Supplies | 25,442.00 | 25,901.83 | (459.83) | 459.83 | 25,901.83 |
| 001.5120.400052.000 | Operating Supplies | 1,500.00 | 3,642.38 | (2,142.38) | 2,142.38 | 3,642.38 |
| 001.5120.400054.000 | Publications and Training | 13,329.00 | 13,606.14 | (277.14) | 277.14 | 13,606.14 |
| 001.5125.400012.000 | Regular Salaries & Wages | 132,348.00 | 143,049.66 | (10,701.66) | 10,701.66 | 143,049.66 |
| 001.5125.400021.000 | F.I.C.A. Taxes | 10,155.00 | 10,746.37 | (591.37) | 591.37 | 10,746.37 |
| 001.5125.400022.000 | Retirement Contribution | 15,314.00 | 15,314.04 | (0.04) | 0.04 | 15,314.04 |
| 001.5125.400023.000 | Group Insurance | 24,649.00 | 25,112.11 | (463.11) | 463.11 | 25,112.11 |
| 001.5125.400024.000 | Workers' Compensation' | 1,712.00 | 1,722.20 | (10.20) | 10.20 | 1,722.20 |
| 001.5125.400025.000 | Unemployment Compensation | 669.00 | - | 669.00 | (669.00) | - |
| 001.5125.400031.000 | Professional Services | 35,111.98 | 28,393.96 | 6,718.02 | (5,842.43) | 29,269.55 |
| 001.5125.400034.000 | Other Contractual Services | 38,745.00 | 32,287.38 | 6,457.62 | (6,223.14) | 32,521.86 |
| 001.5125.400040.000 | Travel & Per Diem | 3,000.00 | 1,634.23 | 1,365.77 | (1,365.77) | 1,634.23 |
| 001.5125.400044.000 | Operating Rentals & Leases | 9,226.00 | 9,516.52 | (290.52) | 290.52 | 9,516.52 |
| 001.5125.400044.500 | Finance Rentals & Leases | - | 2,043.44 | (2,043.44) | 2,043.44 | 2,043.44 |

**FY 2023-2024 Budget Amendment**
**Town of Bay Harbor Islands**
**Date Range: 10/01/2023 - 09/30/2024**

| Account | Name | Fiscal Budget | Total Activity | Budget Remaining | Budget Amendment | Revised Budget |
|---|---|---|---|---|---|---|
| **001 - General Fund** | | | | | | |
| **Expense** | | | | | | |
| 001.5130.400012.000 | Regular Salaries & Wages | 276,577.00 | 286,261.02 | (9,684.02) | 9,684.02 | 286,261.02 |
| 001.5130.400014.000 | Overtime Pay | - | 83.38 | (83.38) | 83.38 | 83.38 |
| 001.5130.400021.000 | F.I.C.A. Taxes | 21,158.00 | 21,244.65 | (86.65) | 86.65 | 21,244.65 |
| 001.5130.400022.000 | Retirement Contribution | 31,996.00 | 31,996.16 | (0.16) | 0.16 | 31,996.16 |
| 001.5130.400023.000 | Group Insurance | 20,100.00 | 36,234.62 | (16,134.62) | 16,134.62 | 36,234.62 |
| 001.5130.400024.000 | Workers' Compensation' | 856.00 | 863.21 | (7.21) | 7.21 | 863.21 |
| 001.5130.400025.000 | Unemployment Compensation | 1,397.00 | - | 1,397.00 | (1,397.00) | - |
| 001.5130.400031.000 | Professional Services | 75,945.25 | 38,750.20 | 37,195.05 | (28,455.60) | 47,489.65 |
| 001.5130.400034.000 | Other Contractual Services | 100,291.00 | 77,077.24 | 23,213.76 | (28,165.60) | 72,125.40 |
| 001.5130.400040.000 | Travel & Per Diem | 4,050.00 | 5,557.96 | (1,507.96) | 1,507.96 | 5,557.96 |
| 001.5130.400054.000 | Publications and Training | 4,515.00 | 6,731.33 | (2,216.33) | 2,216.33 | 6,731.33 |
| 001.5135.400012.000 | Regular Salaries & Wages | 75,209.00 | 91,217.63 | (16,008.63) | 16,008.63 | 91,217.63 |
| 001.5135.400014.000 | Overtime Pay | - | 1,349.11 | (1,349.11) | 1,349.11 | 1,349.11 |
| 001.5135.400021.000 | F.I.C.A. Taxes | 5,854.00 | 4,241.21 | 1,612.79 | (1,612.79) | 4,241.21 |
| 001.5135.400023.000 | Group Insurance | 17,000.00 | 17,268.43 | (268.43) | 268.43 | 17,268.43 |
| 001.5135.400024.000 | Workers' Compensation' | 1,424.00 | 1,434.47 | (10.47) | 10.47 | 1,434.47 |
| 001.5135.400025.000 | Unemployment Compensation | 380.00 | - | 380.00 | (380.00) | - |
| 001.5135.400031.000 | Professional Services | 144,000.00 | 142,215.37 | 1,784.63 | (1,784.63) | 142,215.37 |
| 001.5135.400034.000 | Other Contractual Services | 71,000.00 | 77,424.82 | (6,424.82) | 6,424.82 | 77,424.82 |
| 001.5135.400040.000 | Travel & Per Diem | 5,000.00 | 2,374.57 | 2,625.43 | (2,625.43) | 2,374.57 |
| 001.5135.400041.000 | Communications and Freight | 104,888.00 | 106,321.32 | (1,433.32) | 1,433.32 | 106,321.32 |
| 001.5135.400045.000 | Insurance | 1,500.00 | 1,400.61 | 99.39 | (99.39) | 1,400.61 |
| 001.5135.400046.000 | Repairs & Maintenance | 77,500.00 | 81,760.48 | (4,260.48) | 4,260.48 | 81,760.48 |
| 001.5135.400049.000 | Other Current Charges | 12,000.00 | 12,400.00 | (400.00) | 400.00 | 12,400.00 |
| 001.5135.400052.000 | Operating Supplies | 108,391.49 | 123,992.80 | (15,601.31) | 15,601.31 | 123,992.80 |
| 001.5135.400054.000 | Publications and Training | 4,000.00 | 4,134.51 | (134.51) | 134.51 | 4,134.51 |
| 001.5135.400064.000 | Machinery & Equipment | 16,808.51 | - | 16,808.51 | (16,808.51) | - |
| 001.5135.400066.000 | Computer Software | 25,000.00 | 21,350.02 | 3,649.98 | (3,649.98) | 21,350.02 |
| 001.5137.400012.000 | Regular Salaries & Wages | 85,645.00 | 75,373.86 | 10,271.14 | (3,045.91) | 82,599.09 |
| 001.5137.400024.000 | Workers' Compensation | 856.00 | 863.21 | (7.21) | 7.21 | 863.21 |
| 001.5137.400041.000 | Communications and Freight | 100.00 | 164.13 | (64.13) | 64.13 | 164.13 |
| 001.5137.400049.000 | Other Current Charges | 27,428.77 | 30,403.34 | (2,974.57) | 2,974.57 | 30,403.34 |
| 001.5140.400031.000 | Professional Services | 243,000.00 | 263,877.30 | (20,877.30) | 30,877.30 | 273,877.30 |

**FY 2023-2024 Budget Amendment**
**Town of Bay Harbor Islands**
**Date Range: 10/01/2023 - 09/30/2024**

| Account | Name | Fiscal Budget | Total Activity | Budget Remaining | Budget Amendment | Revised Budget |
|---|---|---|---|---|---|---|
| **001 - General Fund** | | | | | | |
| **Expense** | | | | | | |
| 001.5170.400072.000 | Interest | 143,132.00 | 76,183.76 | 66,948.24 | (22,258.90) | 120,873.10 |
| 001.5170.400073.000 | Other Debt Service Costs | - | 1,381.60 | (1,381.60) | 1,381.60 | 1,381.60 |
| 001.5190.400014.000 | Overtime Pay | - | 1,078.34 | (1,078.34) | 1,078.34 | 1,078.34 |
| 001.5190.400024.000 | Workers' Compensation' | 600.00 | 605.10 | (5.10) | 5.10 | 605.10 |
| 001.5190.400043.000 | Utility Services | 53,500.00 | 64,454.77 | (10,954.77) | 10,954.77 | 64,454.77 |
| 001.5190.400044.000 | Operating Rentals & Leases | 61,000.00 | 67,535.61 | (6,535.61) | 6,535.61 | 67,535.61 |
| 001.5190.400052.000 | Operating Supplies | 35,250.00 | 36,298.42 | (1,048.42) | 1,048.42 | 36,298.42 |
| 001.5190.400057.000 | Emergency-Storm 613 | - | 29,612.15 | (29,612.15) | 29,612.15 | 29,612.15 |
| 001.5190.400064.000 | Machinery & Equipment | 286,486.00 | 5,000.00 | 281,486.00 | (49,234.39) | 237,251.61 |
| 001.5210.400012.000 | Regular Salaries & Wages | 3,404,110.00 | 3,445,872.18 | (41,762.18) | 41,762.18 | 3,445,872.18 |
| 001.5210.400014.000 | Overtime Pay | 185,000.00 | 338,884.59 | (153,884.59) | 153,884.59 | 338,884.59 |
| 001.5210.400021.000 | F.I.C.A. Taxes | 260,414.00 | 278,758.26 | (18,344.26) | 18,344.26 | 278,758.26 |
| 001.5210.400022.000 | Retirement Contribution | 586,287.00 | 665,540.96 | (79,253.96) | 79,253.96 | 665,540.96 |
| 001.5210.400023.000 | Group Insurance | 329,660.00 | 366,693.22 | (37,033.22) | 37,033.22 | 366,693.22 |
| 001.5210.400024.000 | Workers' Compensation' | 63,846.00 | 65,425.91 | (1,579.91) | 1,579.91 | 65,425.91 |
| 001.5210.400025.000 | Unemployment Compensation | 17,207.00 | - | 17,207.00 | (17,207.00) | - |
| 001.5210.400031.000 | Professional Services | 35,200.00 | 12,453.98 | 22,746.02 | (22,746.02) | 12,453.98 |
| 001.5210.400034.000 | Other Contractual Services | 43,874.00 | 46,558.42 | (2,684.42) | 2,684.42 | 46,558.42 |
| 001.5210.400040.000 | Travel & Per Diem | 17,000.00 | 9,101.42 | 7,898.58 | (7,898.58) | 9,101.42 |
| 001.5210.400041.000 | Communications and Freight | 1,000.00 | 38.01 | 961.99 | (961.99) | 38.01 |
| 001.5210.400044.000 | Operating Rentals & Leases | 40,859.00 | 1,162.59 | 39,696.41 | (39,696.41) | 1,162.59 |
| 001.5210.400044.500 | Finance Rentals & Leases | - | 141,321.43 | (141,321.43) | 141,321.43 | 141,321.43 |
| 001.5210.400045.000 | Insurance | 30,000.00 | 32,580.01 | (2,580.01) | 2,580.01 | 32,580.01 |
| 001.5210.400046.000 | Repairs & Maintenance | 98,800.00 | 90,143.50 | 8,656.50 | (8,656.50) | 90,143.50 |
| 001.5210.400047.000 | Printing & Binding | 5,300.00 | 3,329.82 | 1,970.18 | (1,970.18) | 3,329.82 |
| 001.5210.400048.000 | Promotional Activities | 12,000.00 | 8,771.22 | 3,228.78 | (3,228.78) | 8,771.22 |
| 001.5210.400049.000 | Other Current Charges | 16,300.00 | 10,721.19 | 5,578.81 | (5,578.81) | 10,721.19 |
| 001.5210.400052.000 | Operating Supplies | 355,975.00 | 342,545.36 | 13,429.64 | (12,862.95) | 343,112.05 |
| 001.5210.400052.100 | Operating Supplies-Police Move | 19,000.00 | 13,630.21 | 5,369.79 | (5,369.79) | 13,630.21 |
| 001.5210.400052.111 | Operating Supplies-D.A.R.E. | - | 1,000.00 | (1,000.00) | 1,000.00 | 1,000.00 |
| 001.5210.400054.000 | Publications and Training | 56,800.00 | 43,197.27 | 13,602.73 | (13,602.73) | 43,197.27 |
| 001.5210.400064.000 | Machinery & Equipment | 398,857.00 | 183,912.20 | 214,944.80 | (197,774.03) | 201,082.97 |

**FY 2023-2024 Budget Amendment**
**Town of Bay Harbor Islands**
**Date Range: 10/01/2023 - 09/30/2024**

| Account | Name | Fiscal Budget | Total Activity | Budget Remaining | Budget Amendment | Revised Budget |
|---|---|---|---|---|---|---|
| **001 - General Fund** | | | | | | |
| **Expense** | | | | | | |
| 001.5240.400012.000 | Regular Salaries & Wages | 953,321.00 | 765,525.82 | 187,795.18 | (129,381.00) | 823,940.00 |
| 001.5240.400014.000 | Overtime Pay | - | 400.22 | (400.22) | 400.22 | 400.22 |
| 001.5240.400021.000 | F.I.C.A. Taxes | 72,975.00 | 57,273.42 | 15,701.58 | (15,701.58) | 57,273.42 |
| 001.5240.400023.000 | Group Insurance | 87,354.00 | 39,220.40 | 48,133.60 | (30,529.66) | 56,824.34 |
| 001.5240.400024.000 | Workers' Compensation' | 3,558.00 | 3,584.05 | (26.05) | 26.05 | 3,584.05 |
| 001.5240.400025.000 | Unemployment Compensation | 4,816.00 | - | 4,816.00 | (4,816.00) | - |
| 001.5240.400031.000 | Professional Services | 125,000.00 | 108,307.01 | 15,896.00 | (15,896.00) | 109,104.00 |
| 001.5240.400034.000 | Other Contractual Services | 62,750.00 | 49,446.79 | 13,303.21 | (13,303.21) | 49,446.79 |
| 001.5240.400040.000 | Travel & Per Diem | 1,600.00 | 3,184.37 | (1,584.37) | 1,584.37 | 3,184.37 |
| 001.5240.400041.000 | Communications and Freight | 600.00 | - | 600.00 | (600.00) | - |
| 001.5240.400044.000 | Operating Rentals & Leases | 45,870.00 | 9,987.06 | 35,882.94 | (15,882.94) | 29,987.06 |
| 001.5240.400044.500 | Finance Rentals & Leases | - | 5,287.04 | (5,287.04) | 5,287.04 | 5,287.04 |
| 001.5240.400045.000 | Insurance | 4,300.00 | 4,019.89 | 280.11 | (280.11) | 4,019.89 |
| 001.5240.400046.000 | Repairs & Maintenance | 500.00 | 467.41 | 32.59 | (32.59) | 467.41 |
| 001.5240.400047.000 | Printing & Binding | 6,000.00 | 4,092.92 | 1,907.08 | (1,907.08) | 4,092.92 |
| 001.5240.400049.000 | Other Current Charges | 12,650.00 | 78,045.33 | (65,395.33) | 65,395.33 | 78,045.33 |
| 001.5240.400051.000 | Office Supplies | - | 49.19 | (49.19) | 49.19 | 49.19 |
| 001.5240.400052.000 | Operating Supplies | 2,551.00 | 2,373.86 | 177.14 | (177.14) | 2,373.86 |
| 001.5240.400054.000 | Publications and Training | 6,675.00 | 4,503.85 | 2,171.15 | (2,171.15) | 4,503.85 |
| 001.5240.400064.000 | Machinery & Equipment | 6,120.00 | 407.34 | 5,712.66 | (5,712.66) | 407.34 |
| 001.5245.400012.000 | Regular Salaries & Wages | 101,116.00 | 122,965.70 | (21,849.70) | 21,849.70 | 122,965.70 |
| 001.5245.400014.000 | Overtime Pay | 1,000.00 | 621.06 | 378.94 | (378.94) | 621.06 |
| 001.5245.400021.000 | F.I.C.A. Taxes | 7,755.00 | 8,888.33 | (1,133.33) | 1,133.33 | 8,888.33 |
| 001.5245.400023.000 | Group Insurance | 43,276.00 | 26,880.17 | 16,395.83 | (16,395.83) | 26,880.17 |
| 001.5245.400024.000 | Workers' Compensation' | 4,270.00 | 4,299.16 | (29.16) | 29.16 | 4,299.16 |
| 001.5245.400031.000 | Professional Services | 7,000.00 | 1,980.00 | 5,020.00 | (1,162.49) | 5,837.51 |
| 001.5245.400044.000 | Operating Rentals & Leases | 6,600.00 | - | 6,600.00 | (5,074.93) | 1,525.07 |
| 001.5290.400013.000 | Other Salaries & Wages | 79,813.00 | - | 79,813.00 | (79,813.00) | - |
| 001.5290.400014.000 | Overtime | - | 2,457.62 | (2,457.62) | 2,457.62 | 2,457.62 |
| 001.5290.400021.000 | F.I.C.A. Taxes | 11,303.00 | 11,267.67 | 35.33 | (35.33) | 11,267.67 |
| 001.5290.400024.000 | Workers' Compensation' | 1,577.00 | 1,586.80 | (9.80) | 9.80 | 1,586.80 |
| 001.5290.400025.000 | Unemployment Compensation | 745.00 | - | 745.00 | (745.00) | - |
| 001.5290.400052.000 | Operating Supplies | 2,800.00 | 2,439.37 | 360.63 | (360.63) | 2,439.37 |
| 001.5290.400054.000 | Publications and Training | 50.00 | - | 50.00 | (50.00) | - |

**FY 2023-2024 Budget Amendment**
**Town of Bay Harbor Islands**
**Date Range: 10/01/2023 - 09/30/2024**

| Account | Name | Fiscal Budget | Total Activity | Budget Remaining | Budget Amendment | Revised Budget |
|---|---|---|---|---|---|---|
| **001 - General Fund** | | | | | | |
| **Expense** | | | | | | |
| 001.5410.400012.000 | Regular Salaries & Wages | 235,109.00 | 240,447.66 | (5,338.66) | 5,338.66 | 240,447.66 |
| 001.5410.400014.000 | Overtime Pay | - | 10,487.49 | (10,487.49) | 10,487.49 | 10,487.49 |
| 001.5410.400021.000 | F.I.C.A. Taxes | 17,996.00 | 19,610.53 | (1,614.53) | 1,614.53 | 19,610.53 |
| 001.5410.400023.000 | Group Insurance | 30,369.00 | 47,836.76 | (17,467.76) | 17,467.76 | 47,836.76 |
| 001.5410.400024.000 | Workers' Compensation' | 4,744.00 | 4,777.32 | (33.32) | 33.32 | 4,777.32 |
| 001.5410.400034.000 | Other Contractual Services | 420,000.00 | 146,722.61 | 87,039.39 | (20,000.00) | 400,000.00 |
| 001.5410.400043.000 | Utility Services | 85,000.00 | 52,343.31 | 32,656.69 | (20,172.80) | 64,827.20 |
| 001.5410.400044.500 | Finance Rentals & Leases | - | 5,165.15 | (5,165.15) | 5,165.15 | 5,165.15 |
| 001.5410.400047.000 | Printing & Binding | 250.00 | 300.00 | (50.00) | 50.00 | 300.00 |
| 001.5410.400052.000 | Operating Supplies | 30,000.00 | 30,015.89 | (15.89) | 15.89 | 30,015.89 |
| 001.5720.400012.000 | Regular Salaries & Wages | 424,747.00 | 504,569.53 | (79,822.53) | 79,822.53 | 504,569.53 |
| 001.5720.400014.000 | Overtime Pay | 30,000.00 | 43,010.73 | (13,010.73) | 13,010.73 | 43,010.73 |
| 001.5720.400021.000 | F.I.C.A. Taxes | 32,502.95 | 40,172.73 | (7,669.78) | 7,669.78 | 40,172.73 |
| 001.5720.400022.000 | Retirement Contribution | 41,783.00 | 41,783.04 | (0.04) | 0.04 | 41,783.04 |
| 001.5720.400023.000 | Group Insurance | 94,288.00 | 63,792.82 | 30,495.18 | (30,495.18) | 63,792.82 |
| 001.5720.400024.000 | Workers' Compensation' | 15,419.00 | 16,673.45 | (1,254.45) | 1,254.45 | 16,673.45 |
| 001.5720.400043.000 | Utility Services | 46,600.00 | 59,454.31 | (12,854.31) | 12,854.31 | 59,454.31 |
| 001.5720.400049.000 | Other Current Charges | 198,150.00 | 153,385.13 | 44,764.87 | (4,534.61) | 193,615.39 |
| 001.5720.400049.010 | Other Current Charges - Aftercare | 103,400.05 | 76,044.09 | 27,355.96 | (19,835.57) | 83,564.48 |
| 001.5720.400049.020 | Other Current Charges - Camps | 93,500.00 | 74,473.59 | 19,026.41 | (19,026.41) | 74,473.59 |
| 001.5720.400049.031 | Other Current Charges-Festival | 25,000.00 | - | 25,000.00 | (25,000.00) | - |
| 001.9990.400091.000 | Transfer to Other Funds | 2,876,475.23 | 9,410,250.00 | (6,533,774.77) | 6,533,774.77 | 9,410,250.00 |
| 001.9990.400199.000 | Contingencies | 56,967.00 | - | 56,967.00 | (56,967.00) | - |
| **Expense Totals:** | | **15,603,119.23** | **21,230,758.23** | **(5,814,673.99)** | **6,392,865.07** | |

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**FY 2023-2024 Budget Amendment**
**Town of Bay Harbor Islands**
**Date Range: 10/01/2023 - 09/30/2024**

| Account | Name | Fiscal Budget | Total Activity | Budget Remaining | Budget Amendment | Revised Budget |
|---|---|---|---|---|---|---|
| **104 - Youth Development Program Fund** | | | | | | |
| **Revenue** | | | | | | |
| 104.9990.334701.100 | Grant-Children's Trust | (320,000.00) | (298,981.97) | (21,018.03) | (21,018.03) | (298,981.97) |
| 104.9990.381000.000 | Transfers from Other Funds | (276,397.00) | (253,363.88) | (23,033.12) | (23,033.12) | (253,363.88) |
| **Revenue Totals:** | | **(596,397.00)** | **(552,345.85)** | **(44,051.15)** | **(44,051.15)** | |
| | | | | | | |
| **Expense** | | | | | | |
| 104.5725.400012.000 | Regular Salaries & Wages | 260,064.00 | 268,884.41 | (8,820.41) | 8,820.41 | 268,884.41 |
| 104.5725.400014.000 | Overtime Pay | - | 87.75 | (87.75) | 87.75 | 87.75 |
| 104.5725.400021.000 | F.I.C.A. Taxes | 19,206.00 | 20,066.06 | (860.06) | 860.06 | 20,066.06 |
| 104.5725.400022.000 | Retirement Contributions | 21,274.00 | 21,274.03 | (0.03) | 0.03 | 21,274.03 |
| 104.5725.400023.000 | Group Insurance | 40,000.00 | 24,033.56 | 15,966.44 | (15,966.44) | 24,033.56 |
| 104.5725.400024.000 | Worker's Compensation | 627.00 | 630.49 | (3.49) | 3.49 | 630.49 |
| 104.5725.400025.000 | Unemployment Compensation | 392.00 | - | 392.00 | (392.00) | - |
| 104.5725.400031.000 | Professional Services | 115,682.00 | 110,564.71 | 5,117.29 | (5,117.29) | 110,564.71 |
| 104.5725.400034.000 | Other Contractual Services | 25,000.00 | 5,127.57 | 19,872.43 | (19,872.43) | 5,127.57 |
| 104.5725.400049.000 | Other Current Charges Advertsin | 600.00 | - | 600.00 | (600.00) | - |
| 104.5725.400049.015 | Indirect Cost | 37,627.00 | 40,715.70 | (3,088.70) | 3,088.70 | 40,715.70 |
| 104.5725.400049.016 | Travel (participants) Buses | 5,700.00 | 5,700.00 | - | - | 5,700.00 |
| 104.5725.400049.017 | Other (Admission to Field Trips) | 15,925.00 | 4,177.50 | 11,747.50 | (11,747.50) | 4,177.50 |
| 104.5725.400049.019 | Other Current Charges - Screeni | 700.00 | - | 700.00 | (700.00) | - |
| 104.5725.400051.000 | Office Supplies | 6,400.00 | 6,046.88 | 353.12 | (353.12) | 6,046.88 |
| 104.5725.400052.000 | Program Supplies | 12,800.00 | 17,449.52 | (4,649.52) | 4,649.52 | 17,449.52 |
| 104.5725.400054.015 | Other (Required Staff Training) | 400.00 | 94.00 | 306.00 | (306.00) | 94.00 |
| 104.5725.400199.000 | Program Contingency - in kind | 34,000.00 | 28,824.00 | 5,176.00 | (6,506.33) | 27,493.67 |
| **Expense Totals:** | | **596,397.00** | **553,676.18** | **42,720.82** | **(44,051.15)** | |

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**FY 2023-2024 Budget Amendment**
**Town of Bay Harbor Islands**
**Date Range: 10/01/2023 - 09/30/2024**

| Account | Name | Fiscal Budget | Total Activity | Budget Remaining | Budget Amendment | Revised Budget |
|---|---|---|---|---|---|---|
| **301 - General Capital Projects Fund** | | | | | | |
| **Revenue** | | | | | | |
| 301.9990.334100.000 | State Grants - General Governmen | $ (800,000) | $ - | $ (800,000) | $ 800,000 | $ - |
| 301.9990.334100.001 | State Grants - General Governmen | (50,000.00) | - | (50,000.00) | 50,000.00 | - |
| 301.9990.361000.020 | Interest-Checking | - | (56,800.39) | 56,800.39 | (56,800.39) | (56,800.39) |
| 301.9990.369002.222 | TDR Sales Proceeds | - | (3,431,000.00) | 3,431,000.00 | (3,431,000.00) | (3,431,000.00) |
| 301.9990.381000.000 | Contribution from Other Funds | (3,001,475.23) | (9,410,250.00) | 6,408,774.77 | (6,408,774.77) | (9,410,250.00) |
| 301.9990.382010.000 | Appropriate Fund Balance | (32,958.72) | - | (32,958.72) | 32,958.72 | - |
| **Revenue Totals:** | | **(3,884,433.95)** | **(12,898,050.39)** | **9,013,616.44** | **(9,013,616.44)** | |

**Expense**

| Account | Name | Fiscal Budget | Total Activity | Budget Remaining | Budget Amendment | Revised Budget |
|---|---|---|---|---|---|---|
| 301.5190.400046.000 | Repairs & Maintenance | - | 296,052.03 | (296,052.03) | 296,052.03 | 296,052.03 |
| 301.5190.400062.000 | Buildings | 2,340,475.23 | 962,278.24 | 1,378,196.99 | (296,052.03) | 2,044,423.20 |
| 301.5210.400044.500 | Finance Renta & Leases | - | 66,061.99 | (66,061.99) | 66,061.99 | 66,061.99 |
| 301.5210.400046.000 | Repairs & Maintenance | - | 22,109.36 | (22,109.36) | 22,109.36 | 22,109.36 |
| 301.5210.400063.000 | Improvements (excl. Buildings) | 111,000.00 | 69,798.65 | 41,201.35 | (38,916.96) | 72,083.04 |
| 301.5210.400064.000 | Machinery & Equipment | 87,958.72 | 38,704.33 | 49,254.39 | (29,254.39) | 58,704.33 |
| 301.5410.400063.000 | Improvements (excl. Buildings) | 230,000.00 | 72,329.12 | 157,670.88 | - | 230,000.00 |
| 301.5720.400063.000 | Improvements (excl. Buildings) | 833,400.00 | 587,795.50 | 245,604.50 | (20,000.00) | 813,400.00 |
| 301.9990.400199.000 | Contingencies | 281,600.00 | - | 281,600.00 | 9,013,616.44 | 9,295,216.44 |
| **Expense Totals:** | | **3,884,433.95** | **2,115,129.22** | **1,769,304.73** | **9,013,616.44** | |

**FY 2023-2024 Budget Amendment**
**Town of Bay Harbor Islands**
**Date Range: 10/01/2023 - 09/30/2024**

| Account | Name | Fiscal Budget | Total Activity | Budget Remaining | Budget Amendment | Revised Budget |
|---|---|---|---|---|---|---|
| **401 - Causeway Fund** | | | | | | |
| **Revenue** | | | | | | |
| 401.9990.344621.000 | FTE Toll Receipts | $ (10,487,496.00) | $ (11,701,533.46) | $ 1,214,037.46 | $ (42,286.80) | $ (10,445,209.20) |
| 401.9990.344622.000 | FTE Credit Card Fees | 223,605 | 267,574 | (43,969) | 43,968.65 | 179,636.35 |
| 401.9990.344623.000 | FTE Management Fees | 572,597 | 544,347 | 28,250 | (28,250.19) | 600,847.19 |
| 401.9990.344625.000 | Annual Pass Sales | (551,973) | (454,290) | (97,683) | 97,683.36 | (649,656.36) |
| 401.9990.361000.000 | Interest Earnings | - | (60,718) | 60,718 | (60,717.85) | 60,717.85 |
| 401.9990.361006.000 | Interest Earnings FLCLASS | - | (294,720) | 294,720 | (294,720.39) | 294,720.39 |
| 401.9990.369000.000 | Other Miscellaneous Revenues | - | (9,003) | 9,003 | (9,003.01) | 9,003.01 |
| | **Revenue Totals:** | **(10,243,267)** | **(11,708,344)** | **(6,664,826)** | **(293,326.23)** | |
| **Expense** | | | | | | |
| 401.5415.400012.000 | Regular Salaries & Wages | 1,723,559 | 1,786,807 | (63,248) | 63,248.13 | 1,660,310.87 |
| 401.5415.400014.000 | Overtime Pay | 68,000 | 71,145 | (3,145) | 3,145.11 | 64,854.89 |
| 401.5415.400023.555 | OPEB Expense | - | (23,960) | 23,960 | (23,960.00) | 23,960.00 |
| 401.5415.400024.000 | Workers' Compensation' | 11,049 | 11,129 | (80) | 79.74 | 10,969.26 |
| 401.5415.400044.500 | Finance Rentals & Leases | - | 46,579 | (46,579) | 46,578.61 | (46,578.61) |
| 401.5415.400045.000 | Insurance | 700,000 | 904,235 | (204,235) | 204,234.64 | 495,765.36 |
| | **Expense Totals:** | **$ 2,502,608.00** | **$ 4,799,012.09** | **$ 11,837,280.30** | **$ 293,326.23** | |

**FY 2023-2024 Budget Amendment**
**Town of Bay Harbor Islands**
**Date Range: 10/01/2023 - 09/30/2024**

| Account | Name | Fiscal Budget | Total Activity | Budget Remaining | Budget Amendment | Revised Budget |
|---|---|---|---|---|---|---|
| **402 - Sewer Fund** | | | | | | |
| **Revenue** | | | | | | |
| 402.9990.324210.000 | Sewer Impact Fees | - | (57,950.00) | 57,950.00 | (57,950.00) | (57,950.00) |
| 402.9990.334350.000 | State Grant-Sewer | (522,500.00) | - | (522,500.00) | - | (522,500.00) |
| 402.9990.343500.000 | Sewage Disposal Fees | (3,019,664.00) | (2,793,189.31) | (226,474.69) | 226,474.69 | (2,793,189.31) |
| 402.9990.359100.000 | Late Fees - Delinquent Accounts | - | (13,722.84) | 13,722.84 | (13,722.84) | (13,722.84) |
| 402.9990.361000.000 | Interest Earnings | - | (15,076.90) | 15,076.90 | (15,076.90) | (15,076.90) |
| 402.9990.369000.000 | Other Miscellaneous Revenues | (16,243.00) | (240.05) | (16,002.95) | 16,002.95 | (240.05) |
| 402.9990.382010.000 | Appropriation from Fund Balance | (893,699.69) | - | (893,699.69) | 893,699.69 | - |
| **Revenue Totals:** | | **(4,452,106.69)** | **(2,880,179.10)** | **(1,571,927.59)** | **1,049,427.59** | |
| **Expense** | | | | | | |
| 402.5350.400024.000 | Workers' Compensation | 12,591.00 | 12,681.68 | (90.68) | 90.68 | 12,681.68 |
| 402.5350.400031.000 | Professional Services | 321,535.19 | 12,681.68 | 308,853.51 | (308,853.51) | 12,681.68 |
| 402.5350.400034.200 | Sewage Disposal | 1,204,664.00 | 1,101,895.72 | 102,768.28 | (102,768.28) | 1,101,895.72 |
| 402.5350.400043.000 | Utility Services | 55,000.00 | 61,171.91 | (6,171.91) | 6,171.91 | 61,171.91 |
| 402.5350.400044.000 | Operating Rentals & Leases | 23,000.00 | 42,501.48 | (19,501.48) | 19,501.48 | 42,501.48 |
| 402.5350.400049.000 | Other Current Charges | 700.00 | 6,788.68 | (6,088.68) | 6,088.68 | 6,788.68 |
| 402.5350.400063.000 | Improvements (excl. Buildings) | 1,699,000.00 | - | 1,699,000.00 | (609,658.55) | 1,089,341.45 |
| 402.5350.400064.000 | Machinery & Equipment | 60,000.00 | - | 60,000.00 | (60,000.00) | - |
| 402.5350.400091.001 | Transfers out | 250,000.00 | 250,000.00 | - | - | 250,000.00 |
| **Expense Totals:** | | **4,452,106.69** | **1,487,721.15** | **2,138,769.04** | **(1,049,427.59)** | |

**FY 2023-2024 Budget Amendment**
**Town of Bay Harbor Islands**
**Date Range: 10/01/2023 - 09/30/2024**

| Account | Name | Fiscal Budget | Total Activity | Budget Remaining | Budget Amendment | Revised Budget |
|---|---|---|---|---|---|---|
| **403 - Water Fund** | | | | | | |
| **Revenue** | | | | | | |
| 403.9990.324212.000 | Water Impact Fees | $ - | $ (79,803) | $ 79,803 | $ (79,802.67) | $ (79,803) |
| 403.9990.343300.000 | Water Sales | (1,300,000.00) | (1,494,959.63) | 194,959.63 | $ (194,959.63) | (1,494,959.63) |
| 403.9990.359100.000 | Late Fees - Delinquent Accounts | (53,000.00) | (5,376.17) | (47,623.83) | $ 47,623.83 | (5,376.17) |
| 403.9990.361000.000 | Interest Earnings | - | (10,803.44) | 10,803.44 | $ (10,803.44) | (10,803.44) |
| 403.9990.369000.000 | Other Miscellaneous Revenues | (50,120.00) | (16,858.65) | (33,261.35) | $ 33,261.35 | (16,858.65) |
| 403.9990.400299.100 | Appropriate Fund Balance | (1,340,037.00) | - | (1,340,037.00) | $ 1,095,791.05 | (244,245.95) |
| **Revenue Totals:** | | **$ (2,743,157.00)** | **$(1,607,800.56)** | **$ (1,135,356.44)** | **$ 891,110.49** | |
| **Expense** | | | | | | |
| 403.5330.400023.555 | OPEB Expense | - | (9,536.00) | 9,536.00 | (9,536.0) | (9,536.00) |
| 403.5330.400024.000 | Workers' Compensation | 7,629.00 | 7,684.33 | (55.33) | 55.33 | 7,684.33 |
| 403.5330.400034.000 | Other Contractual Services | 30,000.00 | 31,089.20 | (1,089.20) | 1,089.2 | 31,089.20 |
| 403.5330.400034.100 | Water Purchases | 600,000.00 | 740,728.78 | (140,728.78) | 140,728.8 | 740,728.78 |
| 403.5330.400044.000 | Operating Rentals & Leases | 17,000.00 | - | 17,000.00 | (17,000.0) | - |
| 403.5330.400044.500 | Finance Rents & Leases | - | 5,049.08 | (5,049.08) | 5,049.1 | 5,049.08 |
| 403.5330.400047.000 | Printing & Binding | 500.00 | 1,408.44 | (908.44) | 908.4 | 1,408.44 |
| 403.5330.400049.000 | Other Current Charges | 26,000.00 | 49,294.65 | (23,294.65) | 23,294.7 | 49,294.65 |
| 403.5330.400063.000 | Improvements (excl. Buildings) | 1,113,110.00 | - | 1,035,700.00 | (1,035,700.0) | 77,410.00 |
| 403.5330.400091.500 | Transfer for Debt Service | 200,000.00 | 200,000.03 | (0.03) | 0.0 | 200,000.03 |
| **Expense Totals:** | | **$ 1,994,239.00** | **$ 1,025,718.51** | **$ 891,110.49** | **$ (891,110.49)** | |

**FY 2023-2024 Budget Amendment**
**Town of Bay Harbor Islands**
**Date Range: 10/01/2023 - 09/30/2024**

| Account | Name | Fiscal Budget | Total Activity | Budget Remaining | Budget Amendment | Revised Budget |
|---|---|---|---|---|---|---|
| **404 - Parking Fund** | | | | | | |
| **Revenue** | | | | | | |
| 404.9990.324411.000 | Parking Trust Receipts | $(600,000.00) | $ (841,226.94) | $ 241,226.94 | $ 49,103.33 | $ (649,103.33) |
| 404.9990.344502.000 | Parking Permit Sales | (150,000.00) | (110,903.06) | (39,096.94) | (39,096.94) | (110,903.06) |
| 404.9990.344502.030 | Parking Permit Sales Orange | (10,000.00) | (6,868.06) | (3,131.94) | (3,131.94) | (6,868.06) |
| 404.9990.344502.040 | Parking Permit Sales Brown | (10,000.00) | (3,125.55) | (6,874.45) | (6,874.45) | (3,125.55) |
| **Revenue Totals:** | | **(770,000.00)** | **(962,123.61)** | **192,123.61** | **-** | |
| | | | | | | |
| **Expense** | | | | | | |
| 404.5450.400023.000 | Group Insurance | $ 40,200.00 | $ 43,045.01 | $ (2,845.01) | $ 2,845.01 | $ 43,045.01 |
| 404.5450.400024.000 | Workers' Compensation | 5,475.00 | 6,338.59 | (863.59) | 863.59 | 6,338.59 |
| 404.5450.400034.000 | Other Contractual Services | 20,500.00 | 24,170.56 | (3,670.56) | 3,670.56 | 24,170.56 |
| 404.5450.400044.000 | Operating Rentals & Leases | 32,000.00 | 33,882.44 | (1,882.44) | 1,882.44 | 33,882.44 |
| 404.5450.400044.500 | Finance Rentals & Leases | - | 5,089.60 | (5,089.60) | 5,089.60 | 5,089.60 |
| 404.5450.400049.000 | Other Current Charges | 73,100.00 | 156,939.06 | (83,839.06) | 83,839.06 | 156,939.06 |
| 404.5450.400063.000 | Improvements (excl. Buildings) | 35,000.00 | - | 35,000.00 | (35,000.00) | - |
| 404.5450.400064.000 | Machinery & Equipment | 78,000.00 | - | 78,000.00 | (63,190.26) | 14,809.74 |
| **Expense Totals:** | | **$ 284,275.00** | **$ 269,465.26** | **$ 14,809.74** | **$ -** | |

**FY 2023-2024 Budget Amendment**
**Town of Bay Harbor Islands**
**Date Range: 10/01/2023 - 09/30/2024**

| Account | Name | Fiscal Budget | Total Activity | Budget Remaining | Budget Amendment | Revised Budget |
|---|---|---|---|---|---|---|
| **405 - Solid Waste** | | | | | | |
| **Revenue** | | | | | | |
| 405.9990.343401.100 | Single Family Collection Fees | $ (110,000.00) | $ (105,340.84) | $ (4,659.16) | (4,659.16) | $ (105,340.84) |
| 405.9990.343401.200 | Multi-Family Collection Fees | (550,000.00) | (598,225.82) | 48,225.82 | 7,053.21 | (557,053.21) |
| 405.9990.343401.400 | Apartment Collection Fees | (110,000.00) | (105,904.40) | (4,095.60) | (4,095.60) | (105,904.40) |
| 405.9990.343402.000 | Daily Collection Fees | (110,000.00) | (107,206.10) | (2,793.90) | (2,793.90) | (107,206.10) |
| 405.9990.359100.000 | Late Fees - Delinquent Accounts | (6,027.00) | (4,797.63) | (1,229.37) | (1,229.37) | (4,797.63) |
| 405.9990.361000.000 | Interest Earnings | - | (8,770.00) | 8,770.00 | 8,770.00 | (8,770.00) |
| 405.9990.369000.000 | Other Miscellaneous Revenues | - | (64.82) | 64.82 | 64.82 | (64.82) |
| 405.9990.369001.000 | Garbage Container Charges | (5,000.00) | (1,890.00) | (3,110.00) | (3,110.00) | (1,890.00) |
| **Revenue Totals:** | | **$ (891,027.00)** | **$ (932,199.61)** | **$ 41,172.61** | **$ -** | |
| | | | | | | |
| **Expense** | | | | | | |
| 405.5340.400012.000 | Regular Salaries & Wages | 88,296.00 | 82,531.19 | 5,764.81 | $ (5,764.81) | $ 82,531.19 |
| 405.5340.400014.000 | Overtime | - | 2,214.26 | (2,214.26) | $ 2,214.26 | $ 2,214.26 |
| 405.5340.400021.000 | F.I.C.A. Taxes | 6,800.00 | 6,294.23 | 505.77 | $ (505.77) | $ 6,294.23 |
| 405.5340.400022.000 | Retirement Contribution | 10,217.00 | 10,217.06 | (0.06) | $ 0.06 | $ 10,217.06 |
| 405.5340.400023.000 | Group Insurance | - | 12,543.35 | (12,543.35) | $ 12,543.35 | $ 12,543.35 |
| 405.5340.400025.000 | Unemployment Compensation | 446.00 | - | 446.00 | $ (446.00) | $ - |
| 405.5340.400031.000 | Professional Services | 775.25 | - | 775.25 | $ (775.25) | $ - |
| 405.5340.400032.000 | Accounting & Auditing | 2,724.75 | 2,724.75 | - | $ - | $ 2,724.75 |
| 405.5340.400034.300 | SW Disposal Fees-Reg Pickup | 792,750.00 | 789,486.94 | 3,263.06 | $ (3,263.06) | $ 789,486.94 |
| 405.5340.400034.350 | SW Disposal Fees-Bus Regular | 99,750.00 | 107,734.93 | (7,984.93) | $ 7,984.93 | $ 107,734.93 |
| 405.5340.400049.000 | Other Current Charges | 21,000.00 | 4,898.21 | 16,101.79 | $ (6,987.71) | $ 14,012.29 |
| 405.5340.400052.000 | Operating Supplies | 5,000.00 | - | 5,000.00 | $ (5,000.00) | $ - |
| **Expense Totals:** | | **$ 1,027,759.00** | **$ 1,018,644.92** | **$ 9,114.08** | **$ -** | |

**FY 2023-2024 Budget Amendment**
**Town of Bay Harbor Islands**
**Date Range: 10/01/2023 - 09/30/2024**

| Account | Name | Fiscal Budget | Total Activity | Budget Remaining | Budget Amendment | Revised Budget |
|---|---|---|---|---|---|---|
| **406 - Stormwater Fund** | | | | | | |
| **Revenue** | | | | | | |
| 406.9990.331100.000 | State Grant-General Gov't' | (310,000.00) | - | (310,000.00) | | $ (310,000.00) |
| 406.9990.343550.000 | Stormwater Fees | (389,293.00) | (662,942.44) | 273,649.44 | 5,235.08 | $ (394,528.08) |
| 406.9990.359100.000 | Late Fees - Delinquent Accounts | (4,711.00) | (3,187.69) | (1,523.31) | (1,523.31) | $ (3,187.69) |
| 406.9990.369000.000 | Other Miscellaneous Revenues | - | (8,157.59) | 8,157.59 | 8,157.59 | $ (8,157.59) |
| **Revenue Totals:** | | **$ (704,004.00)** | **$ (674,287.72)** | **$ (29,716.28)** | **$ 11,869.36** | |
| **Expense** | | | | | | |
| 406.5380.400023.000 | Group Insurance | 5,434.00 | 13,145.35 | (7,711.35) | $ 7,711.35 | $ 13,145.35 |
| 406.5380.400024.000 | Workers' Compensation | 1,471.00 | 1,481.01 | (10.01) | $ 10.01 | $ 1,481.01 |
| 406.5380.400034.000 | Other Contractual Services | 85,000.00 | 89,148.00 | (4,148.00) | $ 4,148.00 | $ 89,148.00 |
| 406.5380.400046.000 | Repairs & Maintenance | 100,000.00 | 57,524.33 | 42,475.67 | | $ 100,000.00 |
| **Expense Totals:** | | **704,004.00** | **364,279.12** | **303,058.38** | **$ 11,869.36** | |

-

**RESOLUTION NO. _____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING BUDGET AMENDMENT NO. 3 FOR THE ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, ADJUSTING REVENUES AND EXPENDITURES OF FUNDS ESTABLISHED AND REFLECTED HEREIN; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** on September 27, 2023, the Town Council of the Town of Bay Harbor Islands (the "Town") adopted Resolution No. 2329, approving the Budget for Fiscal Year Ended September 30, 2024, and establishing revenues and appropriations for the Town; and

**WHEREAS,** on February 21, 2024, the Town Council of the Town of Bay Harbor Islands (the "Town") adopted Resolution No. 2361 approving Budget Amendment No. 1 to the FY 2024 Budget providing funds for the BHI Artificial Marine Park Construction project; and

**WHEREAS,** on March 20, 2024, the Town Council of the Town of Bay Harbor Islands adopted Resolution No. 2371 approving Budget Amendment No. 2 to the FY 2024 Budget establishing increases to revenues and appropriations for the Town; and

**WHEREAS,** Budget Amendment No. 3 to the FY 2024 Budget is being requested as set forth in "Exhibit A" attached hereto.

**WHEREAS,** the General Fund is being amended to increase revenues and appropriations for expenditures in the amount of $ 6,392,865.07; and

**WHEREAS,** the Youth Development Program Fund is being amended to decrease revenues and appropriations for expenditures in the amount of $ 44,051.15; and

**WHEREAS,** the Capital Projects Fund is being amended to increase revenues and appropriations for expenditures in the amount of $ 9,013,616.44; and

**WHEREAS,** the Causeway Fund is being amended to increase revenues and appropriations for expenditures in the amount of $ 293,326.23; and

**WHEREAS,** the Sewer Fund is being amended to decrease revenues and appropriations for expenditures in the amount of $ 1,049,427.59; and

**WHEREAS,** the Water Fund is being amended to decrease revenues and appropriations for expenditures in the amount of $ 891,110.49; and

**WHEREAS,** the Stormwater Fund is being amended to increase revenues and appropriations for expenditures in the amount of $ 11,869.36; 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; and

**WHEREAS,** the Town Council desires to amend the 2023-2024 Fiscal Year General, Proprietary, and Special Revenue Funds budgets as set forth herein.

**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.** The foregoing recitals are hereby ratified as true and correct and incorporated herein by reference.

**Section 2. Approval of Budget Amendment No. 3**. The Town Council hereby approves the 2023-2024 fiscal year Budget Amendment No. 3 as provided for above and set forth in Attachment "A" attached hereto.

**Section 3. Severability.** 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.

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

**Section 5. Effective Date.** This Resolution shall be in full force and take effect upon its passing and adoption.

**PASSED AND ADOPTED** this 20th day of November 2024.

By: _____
Joshua D. Fuller - Mayor

**ATTEST:**

_____
Yvonne P. Hamilton, CMC
Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFIENCY:**

_____
Greenspoon Marder LLP – Town Attorneys
By: Joseph S. Geller

**AGENDA ITEM REPORT**
November 20, 2024

**ITEM NUMBER: 6.**

**ITEM: Consideration** and **Approval** of a resolution regarding carry-forward appropriations from the 2023-2024 budget year into FY 2024-2025. Enclosed are the draft resolution and Finance Director's memorandum.

**DESCRIPTION:**
Staff recommends that the Town Council approve the following appropriations carryforward representing projects funded in Fiscal Year 2023-2024 but not completed or deferred until after September 30, 2024. The sum to be carried forward is the total previously approved, less than any amount spent before September 30, 2024. Some of the projects may be substantially completed at this time but were still in process on September 30th. The funding must be carried forward since final payments will be made in the 2024-2025 fiscal year.

**RECOMMENDED ACTION:**

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**FINANCIAL ANALYSIS:**
The total amount being carried forward from FY 2023-2024 to FY 2024-2025 is $3,066,745.64

**BUDGET IMPACT:**

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Submitted By: Sandra Siefken, Finance Director

**ATTACHMENTS**

| | |
|---|---|
| 1. | FY 2023-2024 Carry Forward Memorandum |
| 2. | FY 2023-2024 Carry Forward Worksheet Attachment A |
| 3. | Resolution - Carry Forwards - 2024-2025 FY Budget |

# TOWN OF BAY HARBOR ISLANDS
# MEMORANDUM

| | |
|---|---|
| **TO:** | Mayor and Town Council Members |
| **THRU:** | Jenice Rosado, ICMA-CM Town Manager |
| **CC:** | Joseph S. Geller, Esq., Town Attorney<br>Yvonne P. Hamilton, CMC, Town Clerk |
| **FROM:** | Sandra Siefken, Finance Director |
| **DATE:** | November 20, 2024 |
| **SUBJECT:** | FY 2023-2024 Carry Forward |

## RECOMMENDATION

Staff recommends that the Town Council approve the following appropriations carryforward representing projects funded in Fiscal Year 2023-2024 but not completed or deferred until after September 30, 2024. The sum to be carried forward is the total previously approved, less than any amount spent before September 30, 2024. Some of the projects may be substantially completed at this time but were still in process on September 30th. The funding must be carried forward since final payments will be made in the 2024-2025 fiscal year.

## EXECUTE

The attached worksheet “Attachment A” represents the total purchase orders carried forward from FY 2023-2024 to FY 2024-2025.

## FINANCIAL IMPACT

The total amount carried forward from FY 2023-2024 to FY 2024-2025 is $3,066,745.64.

## ATTACHMENTS

1. FY 2023-2024 Carry Forward Memorandum
2. FY 2023-2024 Carry Forward Worksheet Attachment A

# Town of Bay Harbor Islands
**Worksheet Attachment A**

**FY 2024 CARRY FORWARD**
**Issue Date Range:10/01/2023 - 09/30/2024**
**Fiscal Year End:09/30/2024**
**Budget:2024-2025 - 2024-2025 Adopted**

| Account | Account Name | Budget Code | Before Adjustment | Adjustment | After Adjustment | Description |
|---|---|---|---|---|---|---|
| 001.9990.382010.000 | Appropriation of Fund Balance | 2024-2025 | $ - | $ 392,224.41 | $ (392,224.41) | APPROPRIATION OF FUND BALANCE |
| **Total General Fund 001-Revenues** | | | | **$ 392,224.41** | | |
| 001.5120.400048.000 | Promotional Activities | 2024-2025 | 45,000.00 | $ 2,500.00 | 47,500.00 | BRANDING PHASE1 Adjustment |
| 001.5130.400031.000 | Professional Services | 2024-2025 | 144,250.00 | 5,736.75 | 149,986.75 | TYLER DISASTER RECOVEERY SERVICES Adjustment |
| 001.5130.400052.000 | Operating Supplies | 2024-2025 | 3,395.00 | 500.00 | 3,895.00 | TOWN EMPLOYEES SHIRTS Adjustment |
| 001.5137.400052.000 | Operating Supplies | 2024-2025 | 5,000.00 | 183.00 | 5,183.00 | TOWN EMPLOYEES SHIRTS Adjustment |
| 001.5190.400062.000 | Buildings | 2024-2025 | - | 62,000.00 | 62,000.00 | COMMUNITY CENTER AWNING REPLACEMENT Adjustment |
| 001.5190.400062.000 | Buildings | 2024-2025 | - | 68,750.00 | 68,750.00 | COMMUNITY CENTER AND GARAGE EXTERIOR PAINT Adjustm |
| 001.5210.400052.000 | Operating Supplies | 2024-2025 | 127,275.00 | 550.00 | 127,825.00 | BLUE GLOCK 19 GUNS FOR TRAINING Adjustment |
| 001.5210.400052.000 | Operating Supplies | 2024-2025 | 127,275.00 | 1,975.00 | 129,250.00 | POLICE DEPARTMENT GENERATOR SERVICE CONTRACT Adjus |
| 001.5210.400052.000 | Operating Supplies | 2024-2025 | 127,275.00 | 2,500.00 | 129,775.00 | PRINTER MOUNTS FOR COMPLIANCE VEHICLES Adjustment |
| 001.5210.400052.000 | Operating Supplies | 2024-2025 | 127,275.00 | 2,690.00 | 129,965.00 | STACCATO AMMO Adjustment |
| 001.5210.400052.000 | Operating Supplies | 2024-2025 | 127,275.00 | 5,900.00 | 133,175.00 | LAPTOP STANDS FOR CODE COMPLIANCE VEHICLES Adjustm |
| 001.5210.400052.000 | Operating Supplies | 2024-2025 | 127,275.00 | 13,649.40 | 140,924.40 | 3 TASERS Adjustment |
| 001.5240.400066.000 | Computer Software | 2024-2025 | - | 110.00 | 110.00 | SOFTWARE BTR, CODE AND BULDING Adjustment |
| 001.5410.400034.000 | Other Contractual Services | 2024-2025 | 245,000.00 | 19,740.00 | 264,740.00 | NORTH PASSIVE PARK REPLACEMENTS Adjustment |
| 001.5410.400034.000 | Other Contractual Services | 2024-2025 | 245,000.00 | 24,440.00 | 269,440.00 | SOUTH PASSIVE PARK PLANT REPLACEMENT Adjustment |
| 001.5410.400034.000 | Other Contractual Services | 2024-2025 | 245,000.00 | 67,174.00 | 312,174.00 | EAST ISLAND CORNER PLANT REPLACEMENT Adjustment |
| 001.5410.400034.000 | Other Contractual Services | 2024-2025 | 245,000.00 | 74,884.00 | 319,884.00 | WEST ISLAND CORNER REPLACEMENTS Adjustment |
| 001.5410.400064.000 | Machinery & Equipment | 2024-2025 | 4,812.00 | 36,982.26 | 41,794.26 | TRAFFIC CONTROL AND DIRECTIONAL ITEMS Adjustment |
| 001.5720.400049.010 | Other Current Charges - Aftercare | 2024-2025 | - | 1,960.00 | 1,960.00 | TOWN EMPLOYEES SHIRTS Adjustment |
| **Total General Fund 001-Expenditures** | | | | **$ 392,224.41** | | |
| 101.9990.382010.000 | Appropriation of Fund Balance | 2024-2025 | - | $ 42,280.80 | (42,280.80) | APPROPRIATION OF FUND BALANCE |
| **Total Building Fund 101-Revenues** | | | | **$ 42,280.80** | | |
| 101.5240.400034.000 | Other Contractual Services | 2024-2025 | 63,000.00 | 42,280.80 | 105,280.80 | SOFTWARE BTR, CODE AND BUILDING Adjustment |
| **Total Building Fund 101-Expenditures** | | | | **$ 42,280.80** | | |
| 301.9990.382010.000 | Appropriation of Fund Balance | 2024-2025 | - | $ 148,313.65 | (148,313.65) | APPROPRIATION OF FUND BALANCE |
| **Total Capital Projects Fund 301-Revenues** | | | | **$ 148,313.65** | | |
| 301.5190.400062.000 | Buildings | 2024-2025 | 1,498,764.00 | $ 2,500.00 | 1,501,264.00 | Demolition Town Hall Phase I Adjustment |
| 301.5190.400062.000 | Buildings | 2024-2025 | 1,498,764.00 | 5,000.00 | 1,503,764.00 | BHI-248 TOWN HALL PARKING GARAGE FIU #1 Adjustment |
| 301.5190.400062.000 | Buildings | 2024-2025 | 1,498,764.00 | 9,875.00 | 1,508,639.00 | BHI-247 TOWN HALL ENVISIONING PROJECT FIU Adjustme |
| 301.5190.400062.000 | Buildings | 2024-2025 | 1,498,764.00 | 28,110.00 | 1,526,874.00 | PHASE II TOWN HALL DEMOLITION DESIGN TASKS 2-4 Adj |
| 301.5720.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 30,130.00 | 80,000.00 | 110,130.00 | COMMUNITY CENTER AC CONDENSING UNIT REPLACEMENT |
| 301.5210.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 91,950.00 | 22,828.65 | 114,778.65 | STACCATO FIREARMS Adjustment |
| **Total Capital Projects Fund 301-Expenditures** | | | | **$ 148,313.65** | | |

# Town of Bay Harbor Islands

**Worksheet Attachment A**

**FY 2024 CARRY FORWARD**
**Issue Date Range:10/01/2023 - 09/30/2024**
**Fiscal Year End:09/30/2024**
**Budget:2024-2025 - 2024-2025 Adopted**

| Account | Account Name | Budget Code | Before Adjustment | Adjustment | After Adjustment | Description |
|---|---|---|---|---|---|---|
| 401.9990.400299.100.00 | Appropriation of Fund Balance | 2024-2025 | - | $ 2,172,890.38 | (2,172,890.38) | APPROPRIATION OF FUND BALANCE |
| **Total Causeway Fund 401-Revenues** | | | | **$ 2,172,890.38** | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 401.5415.400034.000 | Other Contractual Services | 2024-2025 | 684,328.00 | $ 2,500.00 | 686,828.00 | TOWN EMPLOYEES SHIRTS Adjustment |
| 401.5415.400034.000 | Other Contractual Services | 2024-2025 | 684,328.00 | 6,000.00 | 690,328.00 | ST AUGUSTINE SOLD KANE CONCOURSE Adjustment |
| 401.5415.400034.000 | Other Contractual Services | 2024-2025 | 684,328.00 | 10,571.15 | 694,899.15 | AUTOMATED TRANFER SWITCH Adjustment |
| 401.5415.400034.000 | Other Contractual Services | 2024-2025 | 684,328.00 | 30,001.00 | 714,329.00 | IRRIGATION REPAIR KC INSTALLATION Adjustment |
| 401.5415.400034.000 | Other Contractual Services | 2024-2025 | 684,328.00 | 60,750.00 | 745,078.00 | LIRIOPE GREEN ISLAND PLANT REPLACEMENT KC Adjustme |
| 401.5415.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 15,466,600.00 | 900.00 | 15,467,500.00 | SOFTWARE LICENSING - RedHat Adjustment |
| 401.5415.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 15,466,600.00 | 1,267.17 | 15,467,867.17 | BC-159 BRIDGE AND SADDLE REPAIR BRIDGE 875103 Adju |
| 401.5415.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 15,466,600.00 | 2,934.00 | 15,469,534.00 | SOFTWARE LICENSING - VEEAM Backup SW Renew 2x10Lic |
| 401.5415.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 15,466,600.00 | 4,420.00 | 15,471,020.00 | SOFTWARE LICENSING - Crowdstrike Annual Cost Adjus |
| 401.5415.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 15,466,600.00 | 5,760.62 | 15,472,360.62 | DELL SERVERS 16G - Domain Controller Host Adjustme |
| 401.5415.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 15,466,600.00 | 6,815.49 | 15,473,415.49 | BACKUP SERVER - Backup Host 16G 8C 128GB Adjustmen |
| 401.5415.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 15,466,600.00 | 7,979.22 | 15,474,579.22 | SOFTWARE LICENSING - Symentec Adjustment |
| 401.5415.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 15,466,600.00 | 12,625.41 | 15,479,225.41 | NETWORK FIREWALL - Infinity Zone Switch Stack Adju |
| 401.5415.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 15,466,600.00 | 12,920.00 | 15,479,520.00 | SOFTWARE LICENSING - SQL Server 2022 STD Edition A |
| 401.5415.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 15,466,600.00 | 14,880.62 | 15,481,480.62 | NETWORK FIREWALL - CPC/Plaza Switch Stack Adjustme |
| 401.5415.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 15,466,600.00 | 17,186.75 | 15,483,786.75 | TRANSCORE - Phase 3 Labor Adjustment |
| 401.5415.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 15,466,600.00 | 17,468.50 | 15,484,068.50 | TRANSCORE - Phase 2a Labor Adjustment |
| 401.5415.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 15,466,600.00 | 17,803.25 | 15,484,403.25 | Design and Permitting Serv for the Seawall Replace |
| 401.5415.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 15,466,600.00 | 25,603.29 | 15,492,203.29 | BHI-223 96th Street Alleyway Conversion Adjustment |
| 401.5415.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 15,466,600.00 | 31,356.60 | 15,497,956.60 | DELL SERVER STORAGE - Backup XS DD3300 Adjustment |
| 401.5415.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 15,466,600.00 | 33,084.89 | 15,499,684.89 | TRANSCORE - 15% HW & SW Fee Adjustment |
| 401.5415.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 15,466,600.00 | 33,320.00 | 15,499,920.00 | TRANSCORE - Phase 1 Labor Adjustment |
| 401.5415.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 15,466,600.00 | 33,442.50 | 15,500,042.50 | TRANSCORE - Design/Project Management Adjustment |
| 401.5415.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 15,466,600.00 | 55,452.44 | 15,522,052.44 | DELL SERVERS 16G - Cluster Host R660 Adjustment |
| 401.5415.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 15,466,600.00 | 64,521.56 | 15,531,121.56 | DELL SERVER STORAGE - Block Storage PowerStore Adj |
| 401.5415.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 15,466,600.00 | 74,177.20 | 15,540,777.20 | Design and Bidding Support for the West Relief Ad |
| 401.5415.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 15,466,600.00 | 138,322.50 | 15,604,922.50 | BC-163 SEAWALL REPLACEMENT Adjustment |
| 401.5415.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 15,466,600.00 | 440,101.81 | 15,906,701.81 | Task Assignment Order 3 Project Development (PD&E) |
| 401.5415.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 15,466,600.00 | 447,713.38 | 15,914,313.38 | BC-159 INDIAN CREEK REPAIR BRIDGE 875103 Adjustmen |
| 401.5415.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 15,466,600.00 | 563,011.03 | 16,029,611.03 | BC-158 - BROAD CAUSEWAY OVER THE INTERCOASTAL Adj |
| **Total Causeway Fund 401-Expenditures** | | | | **$ 2,172,890.38** | | |

## Town of Bay Harbor Islands
**Worksheet Attachment A**

**FY 2024 CARRY FORWARD**
**Issue Date Range:10/01/2023 - 09/30/2024**
**Fiscal Year End:09/30/2024**
**Budget:2024-2025 - 2024-2025 Adopted**

| Account | Account Name | Budget Code | Before Adjustment | Adjustment | After Adjustment | Description |
|---|---|---|---|---|---|---|
| 402.9990.382010.000 | Appropriation of Fund Balance | 2024-2025 | - | $ 196,959.90 | (196,959.90) | APPROPRIATION OF FUND BALANCE |
| **Total Sewer Fund 402-Revenues** | | | | **$ 196,959.90** | | |
| 402.5350.400031.000 | Professional Services | 2024-2025 | 226,250.00 | $ 72,017.90 | 298,267.90 | DESIGN SERVICES FOR BHI 110 SAN.SEWER UPGRADE Adju |
| 402.5350.400046.000 | Repairs & Maintenance | 2024-2025 | 354,000.00 | 7,875.00 | 361,875.00 | New Hazards Truck Lights" Sewer Truck Adjustment |
| 402.5350.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 1,180,000.00 | 34,220.00 | 1,214,220.00 | Sanitary Sewer Manhole Cover Replacement Adjustmen |
| 402.5350.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 1,180,000.00 | 69,047.00 | 1,249,047.00 | BHI-252 100TH ST EJECTOR REPLACEMENT Adjustment |
| 402.5350.400064.000 | Machinery & Equipment | 2024-2025 | 187,000.00 | 13,800.00 | 200,800.00 | 4" Silent Vac Assist Pump Adjustment |
| **Total Sewer Fund 402-Expenditures** | | | | **$ 196,959.90** | | |
| 403.9990.400299.100 | Appropriation of Fund Balance | 2024-2025 | - | $ 77,410.00 | (77,410.00) | APPROPRIATION OF FUND BALANCE |
| **Total Water Fund 403-Revenues** | | | | **$ 77,410.00** | | |
| 403.5330.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 300,000.00 | $ 77,410.00 | 377,410.00 | LEAD AND COPPER RULE STUDY Adjustment |
| **Total Water Fund 403-Expenditures** | | | | **$ 77,410.00** | | |
| 406.9990.382010.000 | Appropriation of Fund Balance | 2024-2025 | - | $ 36,666.50 | (36,666.50) | APPROPRIATION OF FUND BALANCE |
| **Total Stormwater Fund 406-Revenues** | | | | **$ 36,666.50** | | |
| 406.5380.400063.000 | Improvements (excl. Buildings) | 2024-2025 | 250,000.00 | $ 36,666.50 | 286,666.50 | BHI-238 W BAY HARBOR STORMWATER IMPROVEMENTS Adjus |
| **Total Stormwater Fund 406-Expenditures** | | | | **$ 36,666.50** | | |
| | | | | | | |
| | **FY 2024 Total Budget Amendment to record Carry Forward** | | | **$ 3,066,745.64** | | |

**RESOLUTION NO. _____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING BUDGET AMENDMENT NO. 1 FOR THE FISCAL YEAR 2024/2025 BUDGET TO PROVIDE FOR CARRYFORWARDS FROM FISCAL YEAR 2024 TO FISCAL YEAR 2025; PROVIDING INCORPORATION OF RECITALS, PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Town of Bay Harbor Islands Fiscal Year 2023-2024 Budget ended on September 30, 2024; and

**WHEREAS,** various projects funded in the 2023/2024 Budget were not completed or were deferred until or after September 30, 2024; and

**WHEREAS,** on September 26, 2024 the Town Council adopted Resolution No. 2437 approving the Budget for Fiscal Year 2024/2025 and establishing revenues and appropriations for the Town; and

**WHEREAS,** the Town Council is desirous of amending the 2024/2025 Budget to show the carrying forwards and allocation of these projects.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS:**

**Section 1. Recitals:** Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

**Section 2. Approval.** The Town Council hereby amends the Town's budget for the 2024-2025 Fiscal Year to adjust the carry forward amounts as follows:

General Fund Balance – Unrestricted will be re-appropriated by $392,224.41 for the projects budgeted and appropriated in Fiscal Year 2023/2024.

Building Fund – Unrestricted will be re-appropriated by $42,280.80 for the projects budgeted and appropriated in Fiscal Year 2023/2024.

Capital Projects Fund – Unrestricted will be re-appropriated by $148,313.65 for the projects budgeted and appropriated in Fiscal Year 2023/2024.

Causeway Fund Balance – Unrestricted will be re-appropriated by $2,172,890.38 for the projects budgeted and appropriated in Fiscal Year 2023/2024.

Sewer Fund Balance – Unrestricted will be re-appropriated by $196,959.90 for the projects budgeted and appropriated in Fiscal Year 2023/2024.

Water Fund Balance – Unrestricted will be re-appropriated by $77,410.00 for the projects budgeted and appropriated in Fiscal Year 2023/2024.

Stormwater Fund Balance – Unrestricted will be re-appropriated by $36,666.50 for the projects budgeted and appropriated in Fiscal Year 2023/2024.

**Section 3. Effective Date.** This Resolution shall be effective upon adoption.

**PASSED and ADOPTED this 20th day of November 2024.**

_____

**Joshua D. Fuller, Mayor**

**ATTEST:**

_____

**Yvonne P. Hamilton, Town Clerk**

**APPROVED AS TO FORM:**

_____

**GREENSPOON MARDER LLP**

**TOWN ATTORNEYS**

**BY: Joseph S. Geller, Esq.**

**AGENDA ITEM REPORT**
November 20, 2024

**ITEM NUMBER: 7.**

**ITEM: Consideration** and **Approval** of a resolution to enter into an Interlocal Agreement with Miami-Dade County for publishing public notices on their website. Enclosed are the Staff Report, draft resolution, and proposed interlocal agreement.

**DESCRIPTION:**
Staff recommends that the Town Council adopt the attached resolution approving an interlocal agreement with Miami-Dade County for the Town of Bay Harbor Island to place legal advertisements and public notices on a County-created publicly accessible website.

The Florida Constitution requires all meetings of a county, municipality, school board, or special district at which official acts are to be taken or at which public business is to be discussed or transacted to be open to the public and properly noticed. the Town of Bay Harbor Islands (the "Town"), like many other municipalities in Miami-Dade County (the "County"), historically published legal notices in the Daily Business Review, when possible, because it was more cost effective than other available newspapers of general circulation. As of December 22, 2023, the Daily Business Review ceased producing a print product and no longer meets the qualifications necessary for publication of legal notices under Florida Law. Section 50.0311, Florida Statutes, provides that a governmental agency may use the designated publicly accessible website of the county in which it lies to publish legally required advertisements and public notices, if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper.

On July 16, 2024, the County BCC adopted Resolution No. R-693-24, which, among other things, designated "legalads.miamidade.gov" (the "Site") as the County's publicly accessible website, and approved the template for an interlocal agreement authorizing the County and municipalities throughout Miami-Dade County to enter into such agreements for these purposes at an estimated cost of $707 per authorized Town employee user, which is far less than the cost of advertising in a newspaper of general circulation in the County.

**RECOMMENDED ACTION:**

---

**FINANCIAL ANALYSIS:**
GL Line-Item Number: 001.5125.400049.000
Total Amount Budgeted: $15,000
Encumbered Amount: $2,560
Balance Remaining: $12,440

**BUDGET IMPACT:**

Submitted By: Yvonne Hamilton, Town Clerk

**ATTACHMENTS**

| | |
|---|---|
| 1. | Staff Memo - Publishing legal notices on Miami-Dade County's accessible website (004) |
| 2. | Resolution-Publication of Legal Notices on Miami-Dade County Website |
| 3. | Interlocal Agreement with Miami-Dade County for use of Website for Publication of Legal Ads and Public Notices |

**TOWN OF BAY HARBOR ISLANDS**
**TOWN CLERK'S DEPARTMENT**
**MEMORANDUM**

| | |
|---|---|
| **TO:** | Mayor and Town Council Members |
| **CC:** | Jenice Rosado, ICMA-CM Town Manager |
| **FROM:** | Yvonne P. Hamilton, CMC, Town Clerk<br>Joseph S. Geller, Esq., Town Attorney |
| **DATE:** | November 20, 2024 Town Council Meeting Agenda |
| **SUBJECT:** | Resolution Approving an Interlocal Agreement with Miami-Dade County for the Publication of the Town of Bay Harbor Islands' Required Legal Advertisements and Notices |

## RECOMMENDATION

Staff recommends that the Town Council adopt the attached resolution approving an interlocal agreement with Miami-Dade County for the Town of Bay Harbor Island to place legal advertisements and public notices on a County-created publicly accessible website.

## BACKGROUND / ANALYSIS

The Florida Constitution requires all meetings of a county, municipality, school board, or special district at which official acts are to be taken or at which public business is to be discussed or transacted to be open to the public and properly noticed. the Town of Bay Harbor Islands (the "Town"), like many other municipalities in Miami-Dade County (the "County"), historically published legal notices in the *Daily Business Review*, when possible, because it was more cost effective than other available newspapers of general circulation. As of December 22, 2023, the Daily Business Review ceased producing a print product and no longer meets the qualifications necessary for publication of legal notices under Florida Law. Section 50.0311, Florida Statutes, provides that a governmental agency may use the designated publicly accessible website of the county in which it lies to publish legally required advertisements and public notices, if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper.

On July 16, 2024, the County BCC adopted Resolution No._, which, among other things, designated "legalads.miamidade.gov" (the "Site") as the County's publicly accessible website, and approved the template for an interlocal agreement authorizing the County and municipalities throughout Miami-Dade County to enter into such agreements for these purposes at a cost of approximately $707 per authorized Town employee user, which is far less than the cost of advertising in a newspaper of general circulation in the County.

## EXECUTE

If the Town Council approves the attached resolution, the Town Manager will execute an interlocal agreement with Miami-Dade County for legal notices, which will be posted on the town's website, rather than in a newspaper.

## FINANCIAL ANAYSIS

GL Line-Item Number: 001.5125.400049.000

Total Amount Budgeted: $15,000

Encumbered Amount: $2,560

Balance Remaining: $12,440

## ATTACHMENTS

1. Staff Memo
2. Draft Resolution
3. Draft Interlocal Agreement

**RESOLUTION NO. _____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY RELATING TO THE PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON MIAMI-DADE COUNTY'S PUBLICLY ACCESSIBLE WEBSITE; PROVIDING FOR INCORPORATION OF RECITALS, PROVIDING FOR AUTHORIZATION, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Florida Constitution requires all meetings of a county, municipality, school board, or special district at which official acts are to be taken or at which public business is to be discussed or transacted to be open to the public and properly noticed; and

**WHEREAS,** the Town of Bay Harbor Islands (the "Town"), like many other municipalities in Miami-Dade County (the "County"), historically published legal notices in the *Daily Business Review*, when possible, because it was more cost effective than other available newspapers of general circulation; and

**WHEREAS,** as of December 22, 2023, the Daily Business Review ceased producing a print product and no longer meets the qualifications necessary for publication of legal notices under Florida Law; and

**WHEREAS,** Section 50.0311, Florida Statutes, provides that a governmental agency may use the designated publicly accessible website of the county in which it lies to publish legally required advertisements and public notices, if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper; and

**WHEREAS,** on April 2, 2024, the County Board of County Commissioners ("BCC") adopted Resolution No. R-281-24, which, among other things, directed the County Mayor's administration to take all necessary steps to provide for publication of municipal legal advertisements and public notices on a publicly accessible website of the County in accordance with Section 50.0311, Florida Statutes; and

**WHEREAS,** on July 16, 2024, the County BCC adopted Resolution No. R693-24, which, among other things, designated "legalads.miamidade.gov" (the "Site") as the County's publicly accessible website, approved the form of interlocal agreement (the "Agreement") attached hereto as Exhibit "A" for the publication of municipal legal advertisements and public notices on the Site, and authorized the County Mayor or County Mayor's designee to execute the Agreement with any governmental agencies within the County relating to the same; and

**WHEREAS,** the estimated annual cost for the software, maintenance, and support necessary for the publication of municipal legal advertisements and public notices on the Site is $707 per authorized Town employee user, which is less than the cost of advertising in a newspaper of general circulation in the County; and

**WHEREAS,** the Town Council desires to authorize the Town Manager to enter into the Agreement with the County in substantially the form attached hereto as Exhibit "A" relating to the publication of municipal legal advertisements and public notices on the Site; 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.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Approval.** That the Town Council approves the Agreement with the County in substantially the form attached hereto as Exhibit "A," relating to the publication of municipal legal advertisements and public notices on the Site.

**Section 3. Authorization.** That the Town Council hereby authorizes the Town Manager execute the Agreement in substantially the form attached hereto as Exhibit "A" and any subsequent amendments, extensions, renewals, or related documents necessary to implement the Agreement, subject to the approval of the Town Attorney as to form, content, and legal sufficiency.

**Section 4. Effective Date.** That this Resolution shall be effective immediately its passage and adoption.

**APPROVED AND ADOPTED** by the Town of Bay Harbor Islands at the regular meeting assembled this **20th day of November, 2024.**

By: _____
Joshua D. Fuller - Mayor

**ATTEST:**

_____
Yvonne P. Hamilton, CMC
Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFIENCY:**

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

EXHIBIT "A"

# Interlocal Access Agreement for Local Government Publication of Legal Advertisements and Public Notices on County Designated Website

This Interlocal Agreement ("Agreement") is made and entered into by and between Miami-Dade County, Florida ("County"), a political subdivision of the State of Florida, and the Town of Bay Harbor Islands, a municipality, other unit of local government or other political subdivision in the State of Florida ("Local Government"). The parties to this agreement are solely the County and the Local Government (each a "Party," and collectively the "Parties").

## RECITALS

A. Section 50.011 of the Florida Statutes provides requirements relating to the publication of legal notices, including requirements relating to the types of newspapers and print publications that may be utilized for official legal advertisements and notices placed by local governments; and

B. Section 50.011 also provides that such advertisements and notices may instead by placed on a publicly accessible website, as provided in section 50.0311; and

C. Section 50.0311 in turn provides that "[a] governmental agency may use the publicly accessible website of the county in which it lies to publish legally required advertisements and public notices if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper"; and

D. Pursuant to section 50.0311, the County has decided to designate a publicly accessibly website - **legalads.miamidade.gov** - for the publication of legally required advertisements and public notices, provided the cost of publishing such advertisements and notices on this website is less than the cost of publishing them in print; and

E. Local Government desires to utilize the County's designated publicly accessible website for the online publication of certain advertisements and notices, in accordance with section 50.0311; and

F. The Parties wish to enter into this Agreement to facilitate the Local Government's use of the County's publicly accessible website to publish certain legal advertisements and public notices and to address, among other matters, costs, parameters, and indemnification.

## TERMS

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are approved and incorporated herein.

2. Designation of Website. The County has designated **legalads.miamidade.gov** ("Website") as the publicly accessible website for the publication of legal advertisements and notices by governmental agencies in Miami-Dade County, pursuant to section 50.0311 of the Florida Statutes. At any time, the County may, in its sole discretion, choose to designate a different website for this purpose. If the County does so, it shall provide notice in a manner of its choosing to the Local Government and any such new designation shall be automatically effective upon the date stated in County's notice. Any such new designation shall not require amendment of this Agreement. Such newly designated website shall be thereafter deemed the "Website" for purposes of this Agreement.

3. Utilization of Website. The Local Government may utilize the Website for its publication of legally required advertisements and public notices in accordance with the requirements of section 50.0311 of the Florida Statutes, if and to the extent it elects to do so. Nothing in this Agreement obligates the Local Government to utilize the Website for publication of any particular advertisement or notice. For any advertisements and notices that the Local Government wishes to publish on the Website, the County shall provide the Local Government with the ability to do so in a manner of the County's choosing. All postings by the Local Government must include contact information to ensure prompt identification of the responsible party. Separate and apart from its use of the Website, the Local Government shall be solely responsible for the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation.

4. Term. The term of this Agreement shall commence upon the date it is fully executed by the Parties ("Effective Date") and shall continue until terminated by either Party as otherwise provided herein for a period not to exceed five years, with a possible option to renew, as provided herein.

5. Extensions. The County may extend this Agreement for two additional five-year terms (each an "Extension Term") on the same terms and conditions stated in this Agreement, though costs may change, by sending notice to the Local Government at least 30 days prior to the expiration of the then-current term. It is provided, however, that nothing herein shall be deemed to preclude the Parties from entering into additional agreements in the future relating to the Local Government's use of the Website.

6. Compliance with Legal Requirements. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. For the duration of this Agreement, the Local Government shall be solely responsible for verifying and ensuring its eligibility to utilize the Website in accordance with section 50.0311 and for adherence to all applicable requirements, obligations, duties, procedures, and conditions set forth in chapter 50 of the Florida Statutes, including, but not limited to, section 50.0311, and in any other applicable federal, state, or local law, rule, or regulation, as may be amended from time to time ("Legal

Requirements"). The County shall have no responsibility for ensuring that the Local Government, or its use of the Website, complies with such Legal Requirements or any other law, rule, or regulation.

7. County Actions are Ministerial. The Local Government acknowledges that any and all advertisements and notices published on the Website are prepared and published by the Local Government and not the County, and that any and all actions of the County in conjunction with or relating to the designation of the Website for use by the Local Government are, and shall be construed at all times as being, purely ministerial acts.

8. Services Description. The County will provide the Local Government access to publishing its legal advertisements and notices on the Website. The County will supply the software, licensing, maintenance, and prerecorded online video trainings required to provide Local Governments with access to the Website, with a maximum of two users each, to publish legal advertisements and public notices. The Local Government will be responsible for promptly notifying the County when any agents or employees of the Local Government should have their access to the Website revoked. The County will maintain the email distribution list for users that opt-in to receive email or direct mail from the County. However, the Local Government will be responsible for maintaining its own email and first-class mailing lists or distribution as part of Section 50.011 of the Florida Statutes. The County is not responsible for connectivity disruptions or delays caused by circumstances beyond its control.

9. Training. The County will provide prerecorded online video training sessions that can be accessed by the Local Government to assist with its use of the Website. As part of this Agreement, the County may provide updates regarding new capabilities and features, if applicable.

10. Support. The Local Government will have access to the online FAQ page to review answers to commonly asked questions. The County will provide support contact details, which may include a contact group, form, or individual, at the start of the agreement upon onboarding. County support hours are between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding observed County holidays. The County shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services. Urgent requests necessitating expedited processing outside of support hours are subject to additional fees, as delineated in the current Communications and Customer Experience Department (CCED) and Information Technology Department (ITD) rate sheets. Support service does not include support for errors caused by third party products or applications for which the County is not responsible.

11. Financial Responsibility. The Local Government shall bear all fees and costs relating to its use of the Website, including, but not limited to, fees and costs associated with any software and licensing, or website maintenance necessitated by Local Government's use of the Website, and any County administrative staff time required to facilitate Local Government's use of the Website. In a manner of its choosing, the County, or such entity designated by the County, shall invoice the Local Government for such fees and costs and, upon receipt of such invoice, the Local

Government shall be responsible for the timely payment of all such fees and costs. Additionally, separate and apart from its use of the Website, the Local Government shall be solely responsible for any and all costs associated with the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311{6) or any other applicable law, rule, or regulation. If the Local Government fails to pay such fees and costs in a timely manner, the County may terminate the Local Government's access to the Website, and the County shall have no liability to the Local Government for such termination or lack of access due to non-payment.

12. Costs. The annual necessary software, maintenance, and support costs for each Local Government are estimated to be $707 per Local Government agent or employee user. This figure represents an approximate estimate of the anticipated recurring annual costs, which may vary from year-to-year, and nothing herein shall be deemed to preclude the County from charging the Local Government the actual costs associated with its use of the Website in a given year, as provided in paragraph 11. In addition, such costs may be subject to annual increases at the County's discretion, and the Parties agree that the estimated annual cost figure set forth in this paragraph shall be adjusted and deemed amended herein accordingly.

13. Reimbursable Expenses. The Local Government will not be reimbursed for expenses it bears unless expressly provided for in this Agreement.

14. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement.

15. Indemnification. Local Government shall indemnify and hold harmless the County and all of the County's current, past, and future officers, agents, and employees (collectively, "Indemnified Parties") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and (i) relating to the Local Government's use of the Website or the Local Government's advertisements or notices published on the Website, or (ii) caused or alleged to be caused, in whole or in part, by any breach of this Agreement by the Local Government, or (iii) any intentional, reckless, or negligent act or omission of the Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement or the Local Government's use of the Website. The Local Government further agrees and acknowledges that, from time to time, issues relating to, for example, technological glitches or failures, hardware or software malfunction, connectivity, and loss of power may arise and that such issues may impact the ability of the Local Government to use the Website to publish advertisements and notices. The Local Government agrees and acknowledges that the County shall not be liable for any such issues, and further agrees to indemnify and hold harmless the Indemnified Parties from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses,

including through the conclusion of any appellate proceedings, raised or asserted by any person or entity relating to such issues. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

16. Termination. Either Party may terminate this Agreement without cause upon at least 90 days' prior written notice to the other Party. This Agreement may also be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within 30 days after receipt written or electronic notice of from the aggrieved Party identifying the breach. In addition, if the publication of advertisements and notices on the Website is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of the County's designated publicly accessible website for publication of such advertisements and notices, this Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.

17. Public Records. The Parties acknowledge and agree that as political subdivisions of the State of Florida, both Parties are subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Nevertheless, the County is not the custodian of the Local Government's records and the Local Government acknowledges and agrees that the County does not assume responsibility for handling or responding to any public records requests submitted to the Local Government. Each Local Government shall be responsible for maintaining, in accordance with the requirements of Florida law and retention schedules, all records associated with its own legal advertisements and notices posted on the Website and for fulfilling public records requests relating to such legal advertisements and notices. In the event that any confidential records or materials are exchanged, the Parties shall endeavor to treat the other Party's confidential information as it would treat its own confidential information of a similar nature. In the event that third party records are exchanged, the Parties mutually agree to inform the other Party of any requirements or potential confidential nature of such records. The parties' compliance with, or good faith attempt to comply with, the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

18. Notices. Unless expressly provided otherwise in another section of this Agreement, for any notice to a Party to be effective under this Agreement, such notice must be sent via U.S. first-class mail, with a copy sent contemporaneously via email, to the addresses listed below. Such notice shall be effective upon mailing. A Party may at any time provide written notice to the other Party designating a new address for receipt of future notices. Any such notice of a newly designated address shall be kept with, and deemed a part of, this Agreement.

FOR MIAMI-DADE COUNTY:
Miami-Dade County Communications and Customer Experience Department
ATTN: Inson Kim
111 NW 1st Street
Suite 2510
Miami, FL 33128

FOR LOCAL GOVERNMENT:

Yvonne P. Hamilton, CMC, Town Clerk
Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154
yhamilton@bayharborislands-fl.gov

Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

19. Assignment. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by either Party without the prior written consent of the other Party. It is provided however, this provision shall not be deemed to prohibit the County, in its sole discretion, from procuring any goods or services relating to the operation, maintenance, or use of the Website by the County or the Local Government.

20. Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

21. Severability. If any provision of this Agreement is found to be unenforceable, in any respect, by any court of competent jurisdiction, that provision shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

22. Third-Party Beneficiaries. Neither the Local Government nor the County intends to directly or substantially benefit any third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement or to seek any interpretation or declaratory or injunctive relief pertaining to the Agreement.

city

23. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court,

the exclusive venue for any such lawsuit shall be in the United States District Court for the

Southern District of Florida. **EACH PARTY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.**

24. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed on behalf of the County and the Local Government, respectively, by persons authorized to execute same on their behalf.

25. Representation of Authority. Each person executing this Agreement on behalf of a Party represents and warrants that such person is, on the date the person signs this Agreement, duly authorized by all necessary, such as the Clerk's Office, and appropriate action to execute this Agreement on behalf of such Party and that the person does so with full legal authority.

26. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

27. Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein is understood to be bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

(Remainder of this page intentionally left blank.)

**COUNTY**

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: MIAMI- DADE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Mayor or County Mayor's Designee, authorized to execute same by Board action on _____, 2024, and the Local Government, signing by and through its Clerk's Office, duly authorized to execute same.

MIAMI-DADE COUNTY, by and through
its County Mayor or County Mayor's Designee

By: _____

__ day of_____ 2024

**LOCAL GOVERNMENT**

Town of Bay Harbor Islands

ATTEST:

By:_____
Jenice Rosado, Town Manager

_____
Yvonne P. Hamilton, CMC
Town Clerk

Dated this___ day of _____, 2024

Approved as to form and legal sufficiency:

_____
Joseph S. Geller, Esq.
Greenspoon Marder LLP, Town Attorneys

**AGENDA ITEM REPORT**
November 20, 2024

**ITEM NUMBER: 8.**

**ITEM:**
**Consideration** and **Approval** of the issuance of a Request for Qualifications (RFQ) for a certified Local Agency Program (LAP) Engineering Consultant, as required by the Florida Department of Transportation (FDOT). Enclosed is the Staff Memo.

**DESCRIPTION:**
During the meeting with FDOT regarding the new Intracoastal bridge project, it was identified that the Town must have a LAP (Local Agency Program) certification to proceed. Since the Town currently lacks this certification, it will be necessary to hire a consultant with a LAP certification to represent our interests. Engaging a certified consultant will streamline the process, ensuring compliance with FDOT requirements and enhancing our eligibility to secure funding for the bridge. This consultant will guide the Town through the necessary regulatory steps, increasing our chances of obtaining financial support for the project.

**RECOMMENDED ACTION:**

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**FINANCIAL ANALYSIS:**
There is no fiscal impact.

**BUDGET IMPACT:**

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Submitted By: Fausto Vargas-Reyes, Procurement Specialist

**ATTACHMENTS**

| | |
|---|---|
| 1. | Staff Memo Engineering LAP Certification - Final (1) |

# TOWN OF BAY HARBOR ISLANDS
# MEMORANDUM

| | |
|---|---|
| **TO:** | Mayor and Town Council Members |
| **CC:** | Joseph S. Geller, Esq., Town Attorney<br>Yvonne P. Hamilton, CMC, Town Clerk |
| **FROM:** | Jenice Rosado, ICMA-CM Town Manager |
| **DATE:** | November 20, 2024 |
| **SUBJECT:** | Engineering Consultant with LAP Certification |

## RECOMMENDATION

Staff recommends that the Town Council approve the release of a Request for Qualifications (RFQ) for an Engineering Consultant with LAP certification.

## BACKGROUND / ANALYSIS

During the meeting with FDOT regarding the new Intracoastal bridge project, it was identified that the Town must have LAP (Local Agency Program) certification to proceed. Since the Town currently lacks this certification, it will be necessary to hire a consultant with LAP certification to represent our interests. Engaging a certified consultant will streamline the process, ensuring compliance with FDOT requirements and enhance the town's eligibility to secure funding for the bridge. This consultant will guide the Town through the necessary regulatory steps, increasing the chances to obtain financial support for the project.

## EXECUTE

If the Town Council approves the attached resolution, the Town Procurement Officer will release the solicitation to receive proposals from qualified consultants.

## FINANCIAL ANALYSIS

GL Line-Item Number: 401.5415.400063.000

Total Amount Budgeted: $15,466,600

Encumbered Amount: $2,061,952.39

Balance Remaining: $13,404,647.61

## ATTACHMENTS

1. Staff Memo
2. Resolution

**AGENDA ITEM REPORT**
November 20, 2024

**ITEM NUMBER: 9.**

**ITEM: Consideration** and **Approval** of the issuance of a Request for Qualifications (RFQ) for a General Contractor to perform minor tasks under the direction of the Director of Public Works. Enclosed is the Staff Memo.

**DESCRIPTION:**
The Town has identified the need to establish agreements with general contractors to comply with Florida statutes for minor jobs under $30,000. These projects may include tasks such as drywall installation, repair, painting, sidewalk repairs, minor pipe installation, and related small-scale work.

**RECOMMENDED ACTION:**

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**FINANCIAL ANALYSIS:**
Depending on the type of repairs or the location of the job, we can partially fund the projects from the following Repairs and Maintenance GL Line items:
GL Line-Item Number:001.5190.400046.000

Total Amount Budgeted: $33,000 Encumbered Amount: $260 Balance Remaining: $32,740

GL Line-Item Number:001.5410.400046.000
Total Amount Budgeted: $55,000 Encumbered Amount: $14,734.57 Balance Remaining: $40,265.43

**BUDGET IMPACT:**

---

Submitted By: Fausto Vargas-Reyes, Procurement Specialist

**ATTACHMENTS**

| | |
|---|---|
| 1. | Staff Memo General Contractor Small tasks |

# TOWN OF BAY HARBOR ISLANDS
# MEMORANDUM

| | |
|---|---|
| **TO:** | Mayor and Town Council Members |
| **CC:** | Joseph S. Geller, Esq., Town Attorney<br>Yvonne P. Hamilton, CMC, Town Clerk |
| **FROM:** | Jenice Rosado, ICMA-CM Town Manager |
| **DATE:** | November 20, 2024 |
| **SUBJECT:** | General Contractor to perform minor tasks under the direction of the Director of Public Works. |

## RECOMMENDATION

Staff recommends that the Town Council approve the release of a Request for Qualifications (RFQ) for a General Contractor to perform minor tasks under the direction of the Director of Public Works.

## BACKGROUND / ANALYSIS

The Town has identified the need to establish agreements with general contractors to perform minor jobs under $30,000, pursuant to Florida Statutes. These jobs that may include tasks such as drywall installation, repair, painting, sidewalk repairs, minor pipe installation, and related small-scale work, which will be performed under the direction of the Public Works Director.

## EXECUTE

If the Town Council approves the attached resolution, the Town Procurement Officer will release the solicitation to receive proposals from qualified Contractors.

**FINANCIAL ANALYSIS:**

Depending on the type of repairs or the location of the job, we can partially fund the projects from the following Repairs and Maintenance GL Line items:

GL Line-Item Number:001.5190.400046.000

Total Amount Budgeted: $33,000

Encumbered Amount: $260

Balance Remaining: $32,740

GL Line-Item Number:001.5410.400046.000

Total Amount Budgeted: $55,000

Encumbered Amount: $14,734.57

Balance Remaining: $40,265.43

**ATTACHMENTS**

1. Staff Memo
2. Resolution

**AGENDA ITEM REPORT**
November 20, 2024

**ITEM NUMBER: 10.**

**ITEM: Consideration** and **Approva**l of a resolution approving Task Order No. 001 with AtkinsRealis USA in the amount of $250,000, to conduct Climate Change Vulnerability Assessment (CCVAs). Enclosed are the Staff Memo,Task Order, and draft agenda.

**DESCRIPTION:**
Climate Change Vulnerability Assessments (CCVAs) are a comprehensive process that identifies, quantifies, and prioritizes vulnerabilities within our town. By analyzing these vulnerabilities, the assessment will help form strategic planning and decision-making, aiming to enhance resilience against climate risks such as extreme weather events, sea-level rise, and temperature fluctuations. This investment is an essential part of developing adaptation strategies that safeguard infrastructure, ecosystems, and public health, ultimately contributing to sustainable and climate-resilient communities. Additionally, having a thorough vulnerability assessment is crucial for positioning the town to secure grants and funding opportunities, as many grant programs prioritize projects with well-documented assessments of climate risks.

**RECOMMENDED ACTION:**

---

**FINANCIAL ANALYSIS:**
GL Line-Item Number: 406.5380.400063.000
Total Amount Budgeted: $250,000.00 Encumbered Amount: $0
Balance Remaining: $250,000.00

**BUDGET IMPACT:**

---

Submitted By: Fausto Vargas-Reyes, Procurement Specialist

**ATTACHMENTS**

| | |
|---|---|
| 1. | Staff Memo Climate Change Vulnerability Assessments (CCVAs)_ |
| 2. | Resolution - Climate Change Vulnerability Assessment -AtkinsRealis USA |
| 3. | Task Order 1 |

# TOWN OF BAY HARBOR ISLANDS
# MEMORANDUM

| | |
|---|---|
| **TO:** | Mayor and Town Council Members |
| **CC:** | Joseph S. Geller, Esq., Town Attorney<br>Yvonne P. Hamilton, CMC, Town Clerk |
| **FROM:** | Jenice Rosado, ICMA-CM Town Manager |
| **DATE:** | November 20, 2024 |
| **SUBJECT:** | Climate Change Vulnerability Assessments (CCVAs). |

## RECOMMENDATION

Staff recommends that the Town Council approve the $250,000 task order with Atkins North America, Inc. to conduct Climate Change Vulnerability Assessments (CCVAs) for the Town.

## BACKGROUND / ANALYSIS

Climate Change Vulnerability Assessments (CCVAs) are a comprehensive process that identifies, quantifies, and prioritizes vulnerabilities within the Town. Analyzing these vulnerabilities will help form strategic planning and decision-making, aiming to enhance resilience against climate risks such as extreme weather events, sea-level rise, and temperature fluctuations. This investment is essential to developing adaptation strategies that safeguard infrastructure, ecosystems, and public health, ultimately contributing to sustainable and climate-resilient communities. Additionally, having a thorough vulnerability assessment is crucial for positioning the town to secure grants and funding opportunities, as many grant programs prioritize projects with well-documented assessments of climate risks.

## EXECUTE

If the Town Council approves the attached resolution, the Town Manager will execute a task order with Atkins North America, Inc. to conduct Climate Change Vulnerability Assessments (CCVAs) as outlined in the task order at a price not to exceed $250,000.00

## FINANCIAL ANALYSIS

GL Line-Item Number: 406.5380.400063.000

Total Amount Budgeted: $250,000.00

Encumbered Amount: $0

Balance Remaining: $250,000.00

## ATTACHMENTS

1. Staff Memo
2. Task Order
3. Resolution

**RESOLUTION NO. _____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING A TASK ORDER IN THE AMOUNT OF $250,000 WITH ATKINSREALIS USA, UNDER THE ENGINEERING CONSULTANT CONTINUING SERVICES AGREEMENT, TO COMPLETE THE TOWN'S VULNERABILITY ASSESSMENT PROJECT; PROVIDING FOR INCORPORATION OF RECITALS, PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** Bay Harbor Islands is committed to establishing policies that protect the long-term health and viability of the town and the community; and

**WHEREAS,** the town being surrounded by water is faced with environmental vulnerabilities, including flooding caused by heavy rainfall, which is compounded by high tides and sea level rise, as well as storm surge flooding produced by hurricane conditions; and

**WHEREAS,** a comprehensive vulnerability assessment will highlight the focus area/s to be addressed which might also include critical assets such as evacuation routes and infrastructure; and

**WHEREAS,** the town intends to retain the services of AtkinsRealis USA to provide professional services to perform a vulnerability assessment and develop climate adaptation strategies; and

**WHEREAS,** AtkinsRealis USA submitted a proposal under Task Order 001 in the amount of $250,000.00 to complete the Town of Bay Harbor Islands Comprehensive Vulnerability Assessment Project; and

**WHEREAS,** the Town has an active continuing services agreement with AtkinsRealis USA for Engineering Consulting Services.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS:**

**Section 1. Recitals.** The foregoing recitals are hereby ratified as true and correct and incorporated herein.

**Section 2. Approval.** The Town Council hereby authorizes the Town Manager to execute Change Order No. 001 with AtkinsRealis USA in the amount of $250,000 to complete the Town of Bay Harbor Islands Comprehensive Vulnerability Assessment Project.

**Section 3. Effective Date.** This Resolution shall be effective upon adoption.

**PASSED and ADOPTED this 20th day of November 2024.**

_____

**Joshua D. Fuller, Mayor**

**ATTEST:**

_____

**Yvonne P. Hamilton, Town Clerk**

**APPROVED AS TO FORM:**

_____

**GREENSPOON MARDER LLP**

**TOWN ATTORNEYS**

**BY: Joseph S. Geller, Esq.**

**TASK ORDER No. 001**

**Dated this day of , 2024**

**PUBLIC WORKS DEPARTMENT**

**BAY HARBOR ISLANDS COMPREHENSIVE VULNERABILITY ASSESSMENT**

## PROFESSIONAL SERVICES

This Task Order between the Town of Bay Harbor Islands, a Florida municipal corporation ("TOWN"), and AtkinsRéalis authorized to transact business in Florida ("CONSULTANT"), is pursuant to the Engineering Consultant Continuing Services, RFQ No. 5-1005-23-0-2023/FVR dated November 30, 2023 and expiring on November 30, 2025 ("MASTER AGREEMENT").

## PROJECT BACKGROUND

The Town of Bay Harbor Islands will complete the Town of Bay Harbor Islands Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.), as well as amend the comprehensive plan to comply with the Peril of Flood statute. The Project will include public outreach and stakeholder engagement.

The Town of Bay Harbor Islands received a grant from the Florida Department of Environmental Protection (FDEP) Resilient Florida Program to conduct the assessment. The CONSULTANT will conduct the tasks outlined in the FDEP grant agreement, in compliance with s. 380.093, F.S.

## GENERAL REQUIREMENTS

### Design Standards

The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.

### Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the Town the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the TOWN. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The Town shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task

order. The CONSULTANT shall provide the TOWN with a marked up set of plans and/or specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

**Project Schedule**

The CONSULTANT shall submit a preliminary project schedule as an exhibit of this task order. The schedule shall be prepared in Microsoft Project and shall utilize an estimated Notice-to-Proceed (NTP), based on best available information.

The CONSULTANT shall submit a final project schedule to the TOWN, for approval, within 10 business days after receiving the NTP and prior to beginning work. No work shall commence without an approved schedule. The final schedule shall include design, permitting activities, submittal review timeframes, and other project activities as required to complete the work. The CONSULTANT shall submit updated project schedules as required in the specific scope of services.

## SPECIFIC SCOPE OF SERVICES

**The Scope of Services to be provided by CONSULTANT shall be as follows:**

The Town of Bay Harbor Islands (TOWN) intends to assign a Task Order to AtkinsRealis to complete the Town of Bay Harbor Islands Comprehensive Vulnerability Assessment Project (Project) that includes a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.), as well as the comprehensive plan to comply with the Peril of Flood statute as required by the Florida Department of Environmental Protection (FDEP) grant work plan. The Project will include public outreach and stakeholder engagement

### Task 1 – Identify Vulnerability Assessment Data Standards

The CONSULTANT will identify the data standards, to include the sea level rise scenarios and planning horizons, needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The data standards must be pursuant to the requirements that are defined in s. 380.093, F.S., as of the date of beginning data collection efforts.

**Task 1 Deliverables:** The following deliverables shall be provided under Task 1:

- Prior to conducting the work for the Project, the CONSULTANT will provide the following:
  - 1.1: The proposed data standards (sea level rise scenarios and planning horizons) to be used in the VA. This is a no cost deliverable.

### Task 2 – Kick Off Meeting

The CONSULTANT will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting will be hosted by the TOWN and should identify potential representatives to serve on the project steering committee. Prior to the meeting, the CONSULTANT will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary. The CONSULTANT will prepare a draft list of representatives

to serve on the project steering committee based on discussions with the TOWN. It is recommended that the committee be limited to no more than 10 representatives to better manage meeting outcomes.

**Task 2 Deliverables:** The following deliverables shall be provided under Task 2:

- 2.1: Meeting agenda to include location, date, and time of meeting;
- 2.2: Meeting sign-in sheets or attendance records with attendee names and affiliation;
- 2.3: A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- 2.4: Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting;
- 2.5: A draft list of steering committee members; and
- 2.6: A draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes.

## Task 3 – Assemble Steering Committee

The CONSULTANT will review and approve the steering committee list and then distribute the draft email prepared in Task 1 to the steering committee members. The email requests steering committee member participation and to provide confirmation of acceptance or denial.

**Task 3 Deliverables:** The following deliverables shall be provided under Task 3:

The CONSULTANT will provide the list of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information.

## Task 4 – Conduct Steering Committee Meetings

The CONSULTANT will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. The purpose of the steering committee meetings is to assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process.

**Task 4 Deliverables:** The following deliverables shall be provided under Task 4:

- 4.1: Meeting agendas to include location, date, and time of meeting;
- 4.2: Meeting sign-in sheets with attendee names and affiliation;
- 4.3: A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- 4.4: A summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, methodologies selected, appropriate resources and data, relevant assets and review of study deliverables for accuracy and applicability.

## Task 5 – Public Outreach Meeting #1

The CONSULTANT will conduct at least two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The CONSULTANT will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Task 5 Deliverables:** The following deliverables shall be provided under Task 5:

- 5.1: Meeting agendas to include location, date, and time of meeting;
- 5.2: Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- 5.3: A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- 5.4: A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- 5.5: A summary report including attendee input and meeting outcomes.

## Task 6 – Acquire Background Data

The CONSULTANT will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections (or the projection(s) required by Section 380.093, F.S.) for 2040 and 2070 (or the planning horizons selected in consultation with the Department in the "Identify Vulnerability Assessment Data Standards" task) at a minimum. Other projections can be used at the CONSULTANT's discretion so long as additional scenarios do not require additional funds. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the CONSULTANT shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The CONSULTANT shall rectify any gaps of necessary data.

**Task 6 Deliverables:** The following deliverables shall be provided under Task 6:

- 6.1: A technical report to outline the data compiled and findings of the gap analysis;
- 6.2: A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- 6.3: GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the TOWN as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

## Task 7 – Exposure Analysis

The CONSULTANT will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

**Task 7 Deliverables:** The following deliverables shall be provided under Task 7:

- 7.1: A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- 7.2: GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

## Task 8 – Sensitivity Analysis

The CONSULTANT will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

**Task 8 Deliverables:** The following deliverables shall be provided under Task 8:

- 8.1: An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- 8.2: An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

## Task 9 – Public Outreach Meeting #2

The CONSULTANT will conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft VA. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the CONSULTANT will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The CONSULTANT will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Task 9 Deliverables:** The following deliverables shall be provided under Task 9:

- 9.1: Meeting agendas to include location, date, and time of meeting;

- 9.2: Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- 9.3: A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- 9.4: A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- 9.5: A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

**Task 10 – Identify Focus Areas**

The CONSULTANT will identify focus areas based on the results of the second public outreach meeting and input from the steering committee, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the CONSULTANT may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

**Task 10 Deliverables:** The following deliverables shall be provided under Task 10:

- 10.1: A report summarizing the areas identified as focus areas, with justification for choosing each area;
- 10.2: Tables listing each focus area with any critical assets that are contained inside the focus area;
- 10.3: Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and
- 10.4: GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

**Task 11 – Final Vulnerability Assessment Report, Maps, and Tables**

The CONSULTANT will finalize the VA report pursuant to the requirements in s. 380.093, F.S., and based upon the steering committee and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

**Task 11 Deliverables:** The following deliverables shall be provided under Task 11:

- 11.1: Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- 11.2: A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;

- 11.3: All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- 11.4 A signed Vulnerability Assessment Compliance Checklist Certification.

**Task 12 – Peril of Flood Compliance**

The Project will provide a recommendation to the TOWN's comprehensive plan language to comply with the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S. Based on the analysis performed, the Consultant will support the TOWN drafting comprehensive plan amendments addressing the requirements of paragraph 163.3178(2)(f), F.S., Peril of Flood, if the county or municipality is subject to such requirements. The municipality will draft the comprehensive plan language in strike-through and underlined format that satisfies the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S. The FDEP Grant Manager will provide the deliverable to the Department of Commerce for preliminary review. The Department of Commerce will have ten (10) working days to review and provide any comment(s) to the Grant Manager, if so desired, but is not required. The intent of any Department of Commerce review at this stage is to provide preliminary feedback only and does not constitute the state agency review required under paragraph 163.3178(2)(f), F.S.

**Task 12 Deliverables:** The following deliverables shall be provided under Task 12:

Draft comprehensive plan language in strike-through and underlined format that satisfies the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S. The draft comprehensive plan will include the following:

- 12.1: Examples of strategies, principles, and related engineering solutions that reduce flood risk in coastal areas when resulting from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise;
- 12.2: Use of best practices development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency;
- 12.3: Site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state;
- 12.4: A requirement that development or redevelopment within the coastal areas be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. Part 60; and
- 12.5: A requirement that any construction activities seaward of the coastal construction control lines established pursuant to Section 161.053, F.S., be consistent with Chapter 161, F.S.
- 12.6: Encouragement of local governments to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for their residents.

## PROJECT ASSUMPTIONS

- TOWN shall provide access to site.
- Town shall provide existing electronic CAD files, if available. It is the CONSULTANTS responsibility to verity accuracy.
- Permitting is not anticipated in this project.

## ADDITIONAL SERVICES

If authorized in writing by the TOWN, as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The TOWN, as indicated in the MASTER AGREEMENT, will pay for these services.

## PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 - 3 within 120 days of the written Notice to Proceed. All remaining tasks will be completed by July 31, 2026.

## PROJECT FUNDING

Performance of this project is at the TOWN's discretion and may be contingent upon the TOWN receiving funding and work shall not begin until the TOWN provides a Notice to Proceed to CONSULTANT.

## METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed method of compensation. The total hourly rates payable by the TOWN for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the TOWN's approved pay application request form. The CONSULTANT shall submit the pay application request to the TOWN's Project Manager for review and approval. Once the TOWN's Project Manager approves the CONSULTANT's pay application request, the CONSULTANT may submit it to the TOWN's accounts payable department via email (mromero@bayharborislands-fl.gov ) with a copy to the Project Manager. Pay application requests shall be submitted monthly.

## TERMS OF COMPENSATION

Services will be provided for the following Not-to-Exceed amounts:

| | |
|---|---|
| Task 1 – Identify Vulnerability Assessment Data Standards | $0.00 |
| Task 2 – Kick Off Meeting | $8,975.00 |
| Task 3 – Assemble Steering Committee | $5,982.50 |
| Task 4 – Conduct Steering Committee Meetings | $19,970.00 |
| Task 5 – Public Outreach Meeting #1 | $11,930.00 |
| Task 6 – Acquire Background Data | $50,970.00 |
| Task 7 – Exposure Analysis | $34,975.00 |
| Task 8 – Sensitivity Analysis | $34,975.00 |
| Task 9 – Public Outreach Meeting #2 | $11,930.00 |
| Task 10 – Identify Focus Areas | $9,980.00 |
| Task 11 – Final Vulnerability Assessment Report, Maps, and Tables | $44,970.00 |
| Task 12 – Peril of Flood Compliance | $14,995.00 |
| Miscellaneous Reimbursable Expenses | $347.50 |
| Public Outreach Support – Sub Consultant | $17,400.00 |
| **Grand Total** | **$250,000.00** |

## TOWN CONTACTS

Requests for payments should be directed to Town of Bay Harbor Islands Accounts Payable via e-mail to mromero@bayharborislands-fl.gov after getting approval from the TOWN's Project Manager. All other correspondence and submittals should be directed to the attention of Name of *PM*, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the TOWN project number and title as stated above.**

**Name of PM**
Project Manager II
Public Works
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
(786) XXX-XXXX
XXXXXX@bayharborislands-fl.gov

## CONSULTANT CONTACTS

**Consultant**
AtkinsRealis USA, Inc.
800 Waterford Way Suite 700, Miami, FL, 33126
Email: ruben.hernandezgregorat@atkinsrealis.com
Phone: 305.514.3233
Fax: 305.594.8616

**TOWN**

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

TOWN OF BAY HARBOR ISLANDS, a municipal corporation of the State of Florida.

Jenice Rosado
Town Manager

11/13/24
Date

**CONSULTANT/CONTRACTOR**

WITNESSES:

AtkinsRealis USA INC., a Florida corporation (if not a Florida corporation add: authorized to transact business in Florida)

Ruben A. Hernandez Gregorat, P.E.
[Witness print/type name]

Charlotte Maddox
[Print Name, check title]

☐ President ☑ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

EDWIN F. MEJEUA, P.E.
[Witness print/type name]

(CORPORATE SEAL)

ATTEST:

ASSISTANT Secretary
Rene de los Rios
[Print Name]

ATKINSREALIS USA INC. CORPORATE SEAL Feb 29, 1960 FLORIDA

STATE OF Florida:
COUNTY OF Hillsborough:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 12 day of November, 2024, by Charlotte Maddox as Vice President for AtkinsRealis USA Inc., a Florida company (or corporation).

(SEAL)

JENNIFER FOLEY
Notary Public - State of Florida
Commission # HH 486287
My Comm. Expires Mar 4, 2028
Bonded through National Notary Assn.

Jennifer Foley
(Signature of Notary Public – State of Florida)

Jennifer Foley
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known X OR Produced Identification _____

Type of Identification Produced _____

# Exhibit A – Work Break Down Fee Schedule

| TASK/LABOR CLASSIFICATION | AtkinsRealis Principal Engineer | AtkinsRealis Project Manager | AtkinsRealis Sr. Environmental Scientist | AtkinsRealis Field Technician | AtkinsRealis Staff Environmental Scientist | AtkinsRealis Project Environmental Scientist | AtkinsRealis Project Engineer | AtkinsRealis Administrative Staff | TOTAL HOURS | SUB TOTAL COST PER TASK | Sub Consultant | TOTAL COST PER TASK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Task 1.3 - Comprehensive Vulnerability Assessment** | | | | | | | | | | | | |
| Task 1.3.1 - Vulnerability Assessment Data Standards | | | | | | | | | | | | |
| Task 1.3.2 - Kick Off Meeting | 2 | 15 | 12 | 3 | 6 | 3 | 4 | 10 | 55 | $8,975.00 | | $8,975.00 |
| Task 1.3.3 - Assemble Steering Committee | 2 | 10 | 10 | 2 | 3 | 2 | 2 | 3 | 34 | $5,982.50 | | $5,982.50 |
| Task 1.3.4 - Steering Committee Meetings | 2 | 28 | 40 | 6 | 16 | 7 | 7 | 17 | 123 | $19,970.00 | | $19,970.00 |
| Task 1.3.5 - Public Outreach Meeting #1 | 2 | 8 | 4 | 0 | 0 | 0 | 0 | 2 | 16 | $3,230.00 | $ 8,700.00 | $11,930.00 |
| Task 1.3.6 - Acquire Background Data | | 65 | 58 | 50 | 52 | 50 | 30 | 40 | 345 | $50,970.00 | | $50,970.00 |
| Task 1.3.7 - Exposure Analysis | | 42 | 56 | 36 | 35 | 20 | 18 | 30 | 237 | $34,975.00 | | $34,975.00 |
| Task 1.3.8 - Sensitivity Analysis | | 42 | 56 | 36 | 35 | 20 | 18 | 30 | 237 | $34,975.00 | | $34,975.00 |
| Task 1.3.9 - Public Outreach Meeting #2 | 2 | 8 | 4 | 0 | 0 | 0 | 0 | 2 | 16 | $3,230.00 | $ 8,700.00 | $11,930.00 |
| Task 1.3.10 - Identify Focus Areas | | 20 | 11 | 4 | 10 | 4 | 4 | 10 | 63 | $9,980.00 | | $9,980.00 |
| Task 1.3.11 - Final Vulnerability Assessment Report, Maps and Table | 2 | 56 | 52 | 47 | 48 | 38 | 26 | 36 | 305 | $44,970.00 | | $44,970.00 |
| Task 1.3.12 - Peril of Flood Compliance | 2 | 28 | 26 | 12 | 5 | 6 | 2 | 10 | 91 | $14,995.00 | | $14,995.00 |
| | | | | | | | | | | | | |
| **Task 1.4 - Other Support Services** | | | | | | | | | | | | |
| Task 1.4.1 - Other Services | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| ***TOTAL HOURS EACH CLASSIFICATION*** | 14 | 322 | 329 | 196 | 210 | 150 | 111 | 190 | 1522.00 | | | |
| ***Billing Rate*** | $300.00 | $220.00 | $180.00 | $80.00 | $115.00 | $145.00 | $200.00 | $75.00 | | | | |
| ***Labor Cost % of Work Order*** | 2% | 28% | 24% | 6% | 10% | 9% | 9% | 6% | | | 7% | |
| ***Total Labor*** | $4,200.00 | $70,840.00 | $59,220.00 | $15,680.00 | $24,150.00 | $21,750.00 | $22,200.00 | $14,250.00 | | $232,252.50 | $17,400.00 | **$249,652.50** |

| | | |
|---|---|---|
| ***ATKINSREALIS LABOR COST*** | | |
| AtkinsRealis | $232,252.50 | NTE |
| Sub Consultant | $ 17,400.00 | |
| ***TOTAL LABOR*** | | |
| *AtkinsRealis and Subs* | $249,652.50 | NTE |
| | | |
| ***REIMBURSABLE EXPENSES*** | | |
| Expenses | $ 347.50 | NTE |
| | | |
| Other | $ - | |
| | | |
| ***TOTAL REIMBURSABLE EXPENSES*** | | |
| *Total of All Expenses Above* | $347.50 | NTE |
| | | |
| ***TOTAL SERVICES*** | ***$250,000.00*** | |
| | | |
| ***TOTAL Not to Exceed Limiting Fee*** | **$250,000.00** | **NTE** |

**AGENDA ITEM REPORT**
November 20, 2024

**ITEM NUMBER: 11.**

**ITEM: Consideration** and **Approval** of a resolution approving the implementation of a Mutual Aid Agreement and Joint Declaration between the City of Doral and the Town of Bay Harbor Islands for shared law enforcement services. Enclosed are the agreements and proposed resolution.

**DESCRIPTION:**
Staff recommends that the Town Council approves and adopts the Mutual Aid Agreement which provides for rendering of assistance for routine and law enforcement intensive situations between both agencies. This Mutual Aid Agreement combines the elements of a Voluntary Cooperation Agreement and a requested Operational Assistance Agreement as described in Chapter 23 Florida Statutes. Both the Mutual Aid Agreement and Joint Declaration are attached.

The Town of Bay Harbor Islands periodically renews/implements Mutual Aid Agreements with neighboring agencies to ensure public safety of their respective citizens by providing adequate levels of police services to address any foreseeable routing or emergency situations.

This Mutual Aid Agreement shall be effective on the date of execution all parties and, unless terminated or cancelled on an earlier date, will expire on September 1, 2029.

**RECOMMENDED ACTION:**

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**FINANCIAL ANALYSIS:**
There is no fiscal impact for entering into said agreement.

**BUDGET IMPACT:**

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Submitted By: Analily Perez, Compliance Manager

**ATTACHMENTS**

| | |
|---|---|
| 1. | Staff Memo for Council MOU Doral |
| 2. | Resolution - City of Doral Mutual Aid Agreement |
| 3. | MAA- Bay Harbor Islands |
| 4. | Res. No. 24-233 Mutual Aid Agreement Bay Harbor Islands |

# TOWN OF BAY HARBOR ISLANDS
# POLICE DEPARTMENT
# MEMORANDUM

| | |
|---|---|
| **TO:** | Mayor and Town Council Members |
| **THRU:** | Jenice Rosado, ICMA-CM Town Manager |
| **CC:** | Joseph S. Geller, Esq., Town Attorney<br>Yvonne P. Hamilton, CMC, Town Clerk |
| **FROM:** | Lindsley Noel<br>Chief of Police |
| **DATE:** | November 6, 2024 |
| **SUBJECT:** | Town of Bay Harbor Islands – Consideration and Approval of a resolution approving the implementation of a Mutual Aid Agreement and Joint Declaration between the City of Doral and the Town of Bay Harbor Islands for shared law enforcement services. Enclosed are the agreements and proposed resolution. |

## RECOMMENDATION

Staff recommends that the Town Council approves and adopts the Mutual Aid Agreement which provides for rendering of assistance for routine and law enforcement intensive situations between both agencies. This Mutual Aid Agreement combines the elements of a Voluntary Cooperation Agreement and a requested Operational Assistance Agreement as described in Chapter 23 Florida Statutes. Both the Mutual Aid Agreement and Joint Declaration are attached.

## BACKGROUND / ANALYSIS

The Town of Bay Harbor Islands periodically renews/implements Mutual Aid Agreements with neighboring agencies to ensure public safety of their respective citizens by providing adequate levels of police services to address any foreseeable routing or emergency situations.

## EXECUTE

This Mutual Aid Agreement shall be effective on the date of execution all parties and, unless terminated or cancelled on an earlier date, will expire on September 1, 2029.

**Resolution Wording:**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING THE MUTUAL AID AGREEMENT AND JOINT DECLARATION BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND THE CITY OF DORAL FOR LAW ENFORCEMENT SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.**

## FINANCIAL ANAYSIS

There is no fiscal impact for entering into said agreement.

## ATTACHMENTS

1. Town Memorandum
2. Mutual Aid Agreement

**RESOLUTION NO. _____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING A MUTUAL AID AGREEMENT AND JOINT DECLARATION BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND THE CITY OF DORAL FOR LAW ENFORCEMENT SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.**

**WHEREAS,** it is the responsibility of the governments of the Town of Bay Harbor Islands, Florida and the City of Doral, Florida, to ensure the public safety of their respective citizens by providing adequate levels of police services to address any foreseeable routine or emergency situations; and

**WHEREAS,** because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or likely to be, beyond the control of the services, personnel, equipment, or facilities of the Town of Bay Harbor Islands' Police Department or the City of Doral Police Department; and

**WHEREAS,** in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the Town of Bay Harbor Islands, Florida and the City of Doral; and

**WHEREAS**, it is to the advantage of each law enforcement agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

(1) Continuing, multi-jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

(2) Intensive situations including, but not limited to, emergencies as defined under Section 252.34 of the Florida Statutes, or requests for certain law enforcement services specified herein as defined under Section 23.1225 of the Florica Statutes; and

**WHEREAS,** the Town of Bay Harbor Islands and the City of Doral have the voluntary cooperation and assistance authority under the Florida Mutual Aid Act, Section 23.12-23.127 of the Florida Statutes, to enter into this Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") for law enforcement services which:

(1) Permits voluntary cooperation and operational assistance of a routine law enforcement nature across jurisdictional lines as allowed under Section 23.1225, of the Florida Statutes; and

(2) Provides for the rendering of assistance in law enforcement emergencies as defined in Section 252.34 of the Florida Statutes.

**WHEREAS**, the Town of Bay Harbor Islands and the City of Doral are desirous of entering into a Mutual Aid Agreement and Joint Declaration ("Exhibit 1") with each other to provide adequate levels of police service to ensure the public safety of their residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS:**

**Section 1. Recitals:** The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

**Section 2. Approval.** The Town Council hereby approves the mutual aid agreement between the Town of Bay Harbor Islands and the City of Doral.

**Section 3. Authority of Town Manager.** The Town Manager is authorized to execute this Mutual Aid Agreement.

**Section 4. Effective Date.** This Resolution shall be effective upon adoption.

**PASSED and ADOPTED this 20th day of November 2024.**

_____
**JOSHUA D. FULLER, MAYOR**

**ATTEST:**

_____
**YVONNE P. HAMILTON, TOWN CLERK**

**APPROVED AS TO FORM:**

_____
**GREENSPOON MARDER LLP**
**TOWN ATTORNEYS**
**BY: Joseph S. Geller, Esq.**

Docusign Envelope ID: 8BE60974-3D75-4605-AC37-D1DA168F5C63

# MUTUAL AID AGREEMENT

## BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND THE CITY OF DORAL

**Whereas,** it is the responsibility of the governments of the Town of Bay Harbor Islands and the City of Doral, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

**Whereas,** because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the Bay Harbor Islands Police Department or the City of Doral Police Department; and

**Whereas,** in order to ensure that the resources of these law enforcement agencies will be adequate to address any and all these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the Town of Bay Harbor Islands and the City of Doral; and

**Whereas,** the Town of Bay Harbor Islands and the City of Doral have the authority under Chapter 23, *Florida Statutes*, the "Florida Mutual Aid Act," to enter into this Mutual Aid Agreement.

**NOW, THEREFORE, BE IT KNOWN** that the Town of Bay Harbor Islands and the City of Doral, municipal corporations of the State of Florida, by and through their undersigned representatives, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. **Short title:** Mutual Aid Agreement.

2. **Description:** This Mutual Aid Agreement ("Agreement") provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations; thus, this Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, *Florida Statutes*.

Docusign Envelope ID: 8BE60974-3D75-4605-AC37-D1DA168F5C63

3. **Definitions:**

a. Joint Declaration: A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned police agency heads. Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the clerks of the respective municipalities and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented by mutual agreement at any time, upon filing a subsequent declaration with the clerks of the respective municipalities.

b. Law Enforcement Agencies: The Police Department of the Town of Bay Harbor Islands and/or the Police Department of the City of Doral.

c. Agency Head: Either the Chief of the Bay Harbor Islands Police Department or the Chief's designees; and the Chief of the City of Doral Police Department, or the Chief's designees.

d. Participating Municipal Police Department: The Police Department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of that municipality.

e. Certified Law Enforcement Employee: Any law enforcement employee certified as provided in Chapter 943, *Florida Statutes*.

4. **Operations:**

a. In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the Police Department requiring assistance shall notify the Agency from whom such assistance is requested. The authorized Agency Representative whose assistance is sought shall evaluate the situation and his/her available resources, and will respond in a manner deemed appropriate. The Agency Head's decision in this regard shall be final.

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b. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

c. The Agency Heads of the participating Law Enforcement Agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting Agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing Agency.

**5. <u>Powers, Privileges, Immunities, and Costs</u>:**

a. All employees of the participating Law Enforcement Agencies, including Certified Law Enforcement Employees, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employed municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, *Florida Statutes*, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the municipality in which they are normally employed. Should a violation of Florida law occur in the presence of a Certified Law Enforcement Employee representing his/her respective Law Enforcement Agency in furtherance of this Agreement, he/she shall be empowered to render enforcement assistance and act in accordance with Florida law.

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b. Each party agrees to furnish equipment, resources and facilities, and to render services to the other party to this Agreement as provided for herein; provided, however, that no party shall be required to unreasonably deplete its own equipment, resources, facilities and services in furnishing such mutual aid.

c. The municipality having financial responsibility for the Law Enforcement Agency providing services, personnel, equipment, or facilities pursuant to provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

d. The municipality having financial responsibility for the Law Enforcement Agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement during the time of the rendering of such aid and shall defray actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid, and also include all benefits normally due such employees. Notwithstanding the foregoing, if the requesting Law Enforcement Agency receives compensation from the Federal Emergency Management Agency, the requesting Law Enforcement Agency may compensate the assisting Law Enforcement Agency during the time of the rendering of such aid and may defray the actual travel and maintenance expenses of the Certified Law Enforcement Employees while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such Certified Law Enforcement Employees are rendering such aid pursuant to this Agreement.

e. All of the privileges and immunities from liability, exemption from ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to

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the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorially under the provisions of this Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

f. Nothing herein shall prevent the Agency requesting assistance under this Agreement to request supplemental appropriations from its City Council to reimburse the assisting Agency for any actual costs or expenses incurred in providing such assistance.

6. **Indemnification:** The municipality having financial responsibility for the Law Enforcement Agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting Law Enforcement Agency and its municipality in any suit, actions, or claim for damages resulting from any and all acts or conduct of employees of said providing Agency while providing aid pursuant to this Agreement, subject to Chapter 768, *Florida Statutes*, where applicable. Nothing contained in this Agreement shall be construed or interpreted to be a waiver of sovereign immunity by either party.

7. **Forfeitures:** It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency, less the costs associated with the forfeiture action. Any participating agency must request sharing, in writing before the entry of the Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property, including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or settlement. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

8. **Conflicts:** Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions and provisions in Chapter 23, *Florida Statutes*.

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9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing by both parties, through and including, September 1, 2029. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party.

**AGREED TO AND ACKNOWLEDGED** this ___ day of _____, 2024.

Joshua D. Fuller, Mayor
Town of Bay Harbor Islands, Florida
Date: _____

Rey Valdes, City Manager
City of Doral, Florida
Date: 10/20/2024

Lindsley Noel
Chief of Police
Town of Bay Harbor Islands, Florida
Date: _____

Edwin Lopez
Chief of Police
City of Doral, Florida
Date: 10/16/2024

Attest:

Yvonne P. Hamilton
Town Clerk
Town of Bay Harbor Islands, Florida
Date: _____

Attest:

Connie Diaz
City Clerk
City of Doral, Florida
Date: 10/20/2024

Approved as to form and legal sufficiency:

Joseph Geller, Esq.
City Attorney

Date: _____

Approved as to form and legal sufficiency:

Lorenzo Cobiella, Esq.
Gastesi, Lopez & Mestre LLC
City Attorney

Date: 10/18/2024

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# JOINT DECLARATION OF THE CHIEF OF POLICE OF THE TOWN OF BAY HARBOR ISLANDS POLICE DEPARTMENT AND THE CHIEF OF POLICE OF THE CITY OF DORAL POLICE DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT

A Police Officer of either of the participating Law Enforcement Agencies shall be considered to be operating under the provision of the Mutual Aid Agreement when:

- Participating in law enforcement activities that are pre-planned and approved by each respective Agency Head, or
- Appropriately dispatched in response to a request for assistance from the other Law Enforcement Agency

In compliance with and under the authority of the Mutual Aid Agreement heretofore entered into by the Town of Bay Harbor Islands and the City of Doral, Florida, it is hereby declared that the following list compromises the circumstances and conditions under which mutual aid may be requested and rendered police operations pursuant to the Agreement. Said list may be amended or supplemented from time to time as needs dictate by subsequent declarations.

1. Joint multi-jurisdiction criminal investigations;
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes;
3. Any natural disaster;
4. Incidents which require rescue operations and crown and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures;
5. Terrorists activities including, but not limited to, acts of sabotage;
6. Escapes from or disturbances within detention facilities;
7. Hostage and barricaded subject situations, and aircraft piracy;
8. Control of major crime scenes, are searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing person calls;
9. Enemy attach;
10. Transportation of evidence requiring security;
11. Major events; e.g. sporting events, concerts, parades, fairs, festivals, and conventions;
12. Security and escort duties for dignitaries;
13. Emergency situations in which one agency cannot perform its functional objective;
14. Incidents requiring utilization of specialized units; e.g. underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information;
15. Joint training in areas of mutual need;
16. Participating in exigent situations, without the need for a formal request, which situations are spontaneous occurrences such as are searches for wanted subjects, perimeters, crimes in progress, escaped prisoners, traffic stops near municipal boundaries, request for assistance when no available units are nearby, calls or transmissions indicating an officer is injured, calls indicating a crime or incident has occurred in which a citizen may likely

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be injured and the assisting municipality is closer to the area than the officer receiving the call;

17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area compromising the respective jurisdictional municipal boundaries.
18. Off-duty assignments and specials events.

Yvonne P. Hamilton
Town Clerk
Town of Bay Harbor Islands, Florida
Date: _____

Connie Diaz
City Clerk
City of Doral, Florida
Date: 10/20/2024

Approved as to form and legal sufficiency:

Joseph Geller, Esq.
City Attorney

Date: _____

Approved as to form and legal sufficiency:

Lorenzo Cobiella, Esq.
Gastesi, Lopez & Mestre, LLC
City Attorney

Date: 10/18/2024

Docusign Envelope ID: 8BE60974-3D75-4605-AC37-D1DA168F5C63



# RESOLUTION No. 24-233

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A MUTUAL AID AGREEMENT WITH THE TOWN OF BAY HARBOR ISLANDS, TO ENSURE PUBLIC SAFETY BY PROVIDING ADEQUATE LEVELS OF POLICE SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS,** it is the responsibility of the governments of the Town of Bay Harbor Islands and the City of Doral, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

**WHEREAS,** because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are lively to be, beyond the control of the services, personnel, equipment, or facilities of the Bay Harbor Island Police Department or the City of Doral Police Department; and

**WHEREAS,** Staff has recommended that the City Council approve a Mutual Aid Agreement between the Town of Bay Harbor Islands and the City of Doral, Florida to ensure public safety by providing adequate levels of police services.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Approval**. The Mutual Aid Agreement between the Town of Bay Harbor Islands and the City of Doral, attached hereto as Exhibit “A”, which is incorporated herein and made a part hereof by this reference, is hereby approved. The City Manager

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is hereby authorized to execute the Mutual Aid Agreement on behalf of the City subject to approval as to form and legal sufficiency by the City Attorney.

**Section 3. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its adoption.

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The foregoing Resolution was offered by Councilmember Pineyro who moved its adoption. The motion was seconded by Vice Mayor Puig-Corve and upon being put to a vote, the vote was as follows:

| | |
|---|---|
| Mayor Christi Fraga | Yes |
| Vice Mayor Oscar Puig-Corve | Yes |
| Councilwoman Digna Cabral | Yes |
| Councilman Rafael Pineyro | Yes |
| Councilwoman Maureen Porras | Yes |

PASSED AND ADOPTED this 9 day of October, 2024.

CHRISTI FRAGA, MAYOR

ATTEST:

CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

LORENZO COBIELLA
GASTESI, LOPEZ & MESTRE, PLLC
CITY ATTORNEY

**AGENDA ITEM REPORT**
November 20, 2024

**ITEM NUMBER: 12.**

**ITEM: Consideration** and **Approval** of a resolution approving the implementation of a Mutual Aid Agreement and Joint Declaration between the City of Florida City and the Town of Bay Harbor Islands for shared law enforcement services. Enclosed are the agreements and draft resolution.

**DESCRIPTION:**
Staff recommends that the Town Council approves and adopts the Mutual Aid Agreement which provides for rendering of assistance for routine and law enforcement intensive situations between both agencies. This Mutual Aid Agreement combines the elements of a Voluntary Cooperation Agreement and a requested Operational Assistance Agreement as described in Chapter 23 Florida Statutes. Both the Mutual Aid Agreement and Joint Declaration are attached.

The Town of Bay Harbor Islands periodically renews/implements Mutual Aid Agreements with neighboring agencies to ensure public safety of their respective citizens by providing adequate levels of police services to address any foreseeable routing or emergency situations.

This Mutual Aid Agreement shall be effective on the date of execution all parties and, unless terminated or cancelled on an earlier date, will expire on January 1, 2030.

**RECOMMENDED ACTION:**
Council's Discretion

---

**FINANCIAL ANALYSIS:**
There is no financial impact.

**BUDGET IMPACT:**

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Submitted By: Yvonne Hamilton, Town Clerk
Lindsley Noel

**ATTACHMENTS**

| | |
|---|---|
| 1. | Staff Memo for Council MOU Florida City |
| 2. | Resolution - Florida City Mutual Aid Agreement |
| 3. | Florida City |

# TOWN OF BAY HARBOR ISLANDS
# POLICE DEPARTMENT
# MEMORANDUM

| | |
|---|---|
| **TO:** | Mayor and Town Council Members |
| **THRU:** | Jenice Rosado, ICMA-CM Town Manager |
| **CC:** | Joseph S. Geller, Esq., Town Attorney<br>Yvonne P. Hamilton, CMC, Town Clerk |
| **FROM:** | Lindsley Noel<br>Chief of Police |
| **DATE:** | November 6, 2024 |
| **SUBJECT:** | Town of Bay Harbor Islands – Consideration and Approval of a resolution approving the implementation of a Mutual Aid Agreement and Joint Declaration between the Florida City and the Town of Bay Harbor Islands for shared law enforcement services. Enclosed are the agreements and proposed resolution. |

## RECOMMENDATION

Staff recommends that the Town Council approves and adopts the Mutual Aid Agreement which provides for rendering of assistance for routine and law enforcement intensive situations between both agencies. This Mutual Aid Agreement combines the elements of a Voluntary Cooperation Agreement and a requested Operational Assistance Agreement as described in Chapter 23 Florida Statutes. Both the Mutual Aid Agreement and Joint Declaration are attached.

## BACKGROUND / ANALYSIS

The Town of Bay Harbor Islands periodically renews/implements Mutual Aid Agreements with neighboring agencies to ensure public safety of their respective citizens by providing adequate levels of police services to address any foreseeable routing or emergency situations.

## EXECUTE

This Mutual Aid Agreement shall be effective on the date of execution all parties and, unless terminated or cancelled on an earlier date, will expire on January 1, 2030.

**Resolution Wording:**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING THE MUTUAL AID AGREEMENT AND JOINT DECLARATION BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND THE CITY OF FLORIDA CITY FOR LAW ENFORCEMENT SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.**

## FINANCIAL ANAYSIS

There is no fiscal impact for entering into said agreement.

## ATTACHMENTS

1. Town Memorandum
2. Mutual Aid Agreement

**RESOLUTION NO. _____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING A MUTUAL AID AGREEMENT AND JOINT DECLARATION BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND FLORIDA CITY FOR LAW ENFORCEMENT SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.**

**WHEREAS,** it is the responsibility of the governments of the Town of Bay Harbor Islands, Florida and Florida City, Florida, to ensure the public safety of their respective citizens by providing adequate levels of police services to address any foreseeable routine or emergency situations; and

**WHEREAS,** because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or likely to be, beyond the control of the services, personnel, equipment, or facilities of the Town of Bay Harbor Islands' Police Department or Florida City Police Department; and

**WHEREAS,** in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the Town of Bay Harbor Islands, Florida and the Florida City; and

**WHEREAS**, it is to the advantage of each law enforcement agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

(1) Continuing, multi-jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

(2) Intensive situations including, but not limited to, emergencies as defined under Section 252.34 of the Florida Statutes, or requests for certain law enforcement services specified herein as defined under Section 23.1225 of the Florica Statutes; and

**WHEREAS,** the Town of Bay Harbor Islands and Florida City have the voluntary cooperation and assistance authority under the Florida Mutual Aid Act, Section 23.12-23.127 of the Florida Statutes, to enter into this Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") for law enforcement services which:

(1) Permits voluntary cooperation and operational assistance of a routine law enforcement nature across jurisdictional lines as allowed under Section 23.1225, of the Florida Statutes; and

(2) Provides for the rendering of assistance in law enforcement emergencies as defined in Section 252.34 of the Florida Statutes.

**WHEREAS**, the Town of Bay Harbor Islands and Florida City are desirous of entering into a Mutual Aid Agreement and Joint Declaration ("Exhibit 1") with each other to provide adequate levels of police service to ensure the public safety of their residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS:**

**Section 1. Recitals:** The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

**Section 2. Approval.** The Town Council hereby approves the mutual aid agreement between the Town of Bay Harbor Islands and Florida City.

**Section 3. Authority of Town Manager.** The Town Manager is authorized to execute this Mutual Aid Agreement.

**Section 4. Effective Date.** This Resolution shall be effective upon adoption.

**PASSED and ADOPTED this 20th day of November 2024.**

_____
**JOSHUA D. FULLER, MAYOR**

**ATTEST:**

_____
**YVONNE P. HAMILTON, TOWN CLERK**

**APPROVED AS TO FORM:**

_____
**GREENSPOON MARDER LLP**
**TOWN ATTORNEYS**
**BY: Joseph S. Geller, Esq.**

# MUTUAL AID AGREEMENT

## Between the City of Florida City Police Department And the Town of Bay Harbor Islands Police Department

WHEREAS, it is the responsibility of the governments of the **City of Florida City, Florida**, and the **Town of Bay Harbor Islands, Florida**, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating **Dade County** municipalities; and

WHEREAS, the participating **Dade County** municipalities have the authority under Chapter 23, Florida Statues, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement.

NOW, THEREFORE, BE IT KNOWN, that the **Town of Bay Harbor Islands, Florida,** subdivision of the State of Florida, and undersigned representatives, in consideration of mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement

2. Description: Since the Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and intensive law enforcement situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23 Florida Statutes.

3. Definitions:

A. **Joint declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

B. **Agency or participating law enforcement agency:** Either the **Town of Bay Harbor Islands Police Department, Florida Police Department**, or the participating municipal police department.

C. **Agency Head:** Either the Chief of the **Town of Bay Harbor Islands Police Department,** or the Chief's designees, and the Chief of Police of the participating municipal police department, or the Chief's designees.

D. **Participating municipal police department**: The police department of any municipality in **Dade County,** Florida that has approved and executed this Agreement upon the approval of the governing body of the municipality.

**E. Certified law enforcement employees:** Any law enforcement employee certified as provided in Chapter 943, Florida Statues.

4. Operations:

A. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration, an authorized representative of the police department requiring assistance shall authorized agency representative whose assistance is sought shall evaluate the situation and his available resources and will respond in a manner deemed appropriate.

B. Each party to this Agreement agrees to furnish necessary man power, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete, unreasonably, its own manpower,

equipment, facilities, and other resources and services in rendering such assistance.

C. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Power, Privileges, Immunities, and Costs:

A. All employees of the participating municipal police department, certified law enforcement employees as defined in Chapter 943, Florida Statues, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statues, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.

B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of the same.

C. The political subdivision have financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary,

death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.

6. **Indemnifications:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees, of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida statues, where applicable.

7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statues, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

8. **Conflicts:** Any conflict between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statues.

9. **Effective Date and Duration:** The Agreement shall be in effect from date of signing, through and including January 1, 2030, and under no circumstances may this Agreement be renewed, amended or extended except in writing.

10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice of the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

**AGREED** AND ACKNOWLEDGED this _____ day of _____, 20_____.

| | |
|---|---|
| Mayor, City of Florida City, FL<br><br>OTIS T. WALLACE | Town Manager, Town of Bay Harbor Islands, FL |
| ATTEST: | ATTEST: |
| City Clerk, City of Florida City, FL<br><br>JENNIFER A. EVELYN | Town Clerk, Town of Bay Harbor Islands, FL |

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

| | |
|---|---|
| City Attorney, City of Florida City, FL | Town Attorney, Town of Bay Harbor Islands, FL |

**JOINT DECLARATION**
**OF THE CHIEF OF THE City of Bay Harbor Islands Police Department**
**AND THE CHIEF OF THE CITY OF FLORIDA CITY DEPARMTENT**
**PURSUANT TO MUTUAL AID AGREEMENT**

A deputy sheriff or police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

Participating in law enforcement activities that are preplanned and approved by each respective agency head, or;

Appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with, and under the authority of, the Mutual Aid Agreement, hereto entered into by the City of Florida City, Florida and the **Town of Bay Harbor Islands Police Department**, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations;

2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes;

3. Any natural disaster;

4. Incidents which require rescue operations and crown and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures;

5. Terrorist activities including, but not limited to, acts or sabotage;

6. Escapes from or disturbances within detention facilities;

7. Hostage and barricaded subject situations, and aircraft piracy;

8. Control of major crime scenes, area searches, perimeter control. Backups to emergency and in-progress calls, pursuits, and missing persons calls;

9. Enemy attack;

10. Transportation of evidence requiring security;

11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions;

12. Security and escort duties for dignitaries;

13. Emergency situations in which one agency cannot perform its functional objective;

14. Incidents requiring utilization of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information;

15. Joint training in areas of mutual need;

16. Participating in exigent situations without a formal request which are spontaneous such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime of incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call;

17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within respective municipal boundaries.

DATE: _____

Chief of the City of Florida City Police Dept.

**City of Florida City, Florida**
PEDRO W. TAYLOR, JR.

ATTEST:

City of Florida City, FL, CITY CLERK
JENNIFER A. EVELYN

DATE: _____

Chief of the **Town of Bay Harbor Islands**
**Police Department**.
City of Miami, Florida

ATTEST:

City of Miami, City Clerk

**AGENDA ITEM REPORT**
November 20, 2024

**ITEM NUMBER: 13.**

**ITEM: Consideration** and **Approval** of an ordinance on Second Reading amending Chapter 24, Section 16 related to the regulations of landscape requirements. Sponsored by Council Member Robert Yaffe. Enclosed are the proposed ordinance and Staff Memo.

**DESCRIPTION:**
The proposed Landscape Ordinance for the Town of Bay Harbor Islands aims to enhance community aesthetics and promote environmental sustainability by amending existing landscape standards. Key changes include the retitling of sections related to tree removal and maintenance, as well as the establishment of clear guidelines for Florida-friendly landscaping. These guidelines focus on increasing tree diversity, requiring minimum tree heights based on building stories, and outlining strict conditions for tree removal and protection during construction.

The ordinance will also enforce regular inspections to ensure compliance with aesthetic and health standards, with penalties for violations. It includes a list of prohibited invasive species that must be removed and replaced with native alternatives. To support these changes, a community education program will be implemented to inform residents about the new requirements, while the Code Enforcement Department will oversee enforcement and conduct annual reviews to assess the ordinance's effectiveness. Overall, this initiative aligns with the town's goals for sustainable development and community beautification.

Staff recommends that the Town Council approves the proposed Landscape Ordinance amending Section 24-16 entitled minimum landscape standards, to modify the landscape standards, retitling Section 24-16.1 from “Use of Fertilizer” to “Tree removal, protection, replacement, and abuse”, Section 24-16.3 “Definitions”, Retitling Section 24-16.10 from “Management of grass clippings and vegetative matter” to “Maintenance requirements”, Section 24-16.15 “Enforcement and penalties". This ordinance will establish comprehensive guidelines for Florida-friendly landscaping to enhance the community's aesthetic quality, promote environmental sustainability, and ensure compliance with maintenance standards.

**PREVIOUS MEETING VOTE:**
Mayor Joshua Fuller - Yes
Vice Mayor Isaac Salver - Yes
Council Member Stephanie Bruder - Yes
Council Member Teri D'Amico - Yes
Council Member Molly Diallo - Yes
Council Member Eric Rappaport - Yes
Council Member Robert Yaffe - Yes

**RECOMMENDED ACTION:**
Council's Discretion

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**FINANCIAL ANALYSIS:**

There is no fiscal impact.

**BUDGET IMPACT:**

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Submitted By: Yvonne Hamilton, Town Clerk

**ATTACHMENTS**

| | |
|---|---|
| 1. | Staff Memo for Landscape 2nd Reading |
| 2. | landscape 2nd Reading |

# TOWN OF BAY HARBOR ISLANDS
# BUILDING, PLANNING AND ZONING DEPARTMENT
# MEMORANDUM

| | |
|---|---|
| **TO:** | Mayor and Town Council Members |
| **THRU:** | Jenice Rosado, ICMA-CM Interim Town Manager |
| **CC:** | Joseph S. Geller, Esq., Consultant Town Attorney<br>Yvonne P. Hamilton, CMC, Town Clerk |
| **FROM:** | Lorrainia Belle<br>Town Planner |
| **DATE:** | November 20, 2024 |
| **SUBJECT:** | Town of Bay Harbor Islands – Amending the Town's Code of ordinances related to the regulation of landscape requirements |

## RECOMMENDATION

Staff recommends that the Town Council approves the proposed Landscape Ordinance amending Section 24-16 entitled minimum landscape standards, to modify the landscape standards, retitling Section 24-16.1 from "Use of Fertilizer" to "Tree removal, protection, replacement, and abuse", Section 24-16.3 "Definitions", Retitling Section 24-16.10 from "Management of grass clippings and vegetative matter" to "Maintenance requirements", Section 24-16.15 "Enforcement and penalties. This ordinance will establish comprehensive guidelines for Florida-friendly landscaping to enhance the community's aesthetic quality, promote environmental sustainability, and ensure compliance with maintenance standards.

## BACKGROUND

The Town of Bay Harbor Islands is dedicated to preserving its natural environment, which holds significant ecological and aesthetic value. As development progresses, the need for clear landscaping guidelines has become critical to protecting and enhancing the town's green spaces. Currently, the landscape ordinances primarily reference the Miami-Dade County Landscape Code; however, recent updates to the county regulations necessitate a comprehensive revision. The proposed Landscape Ordinance seeks to

address these changes by providing detailed requirements tailored to the town's unique coastal barrier island context. Key improvements will focus on tree diversity, native plant use, and maintenance practices, aligning with community goals for enhanced landscaping aesthetics and environmental resilience. Notably, the minimum tree height requirement has been increased in relation to the number of stories in the building, a point discussed by the Design Review Board members who advocated for this adjustment. Additionally, the ordinance introduces guidelines for tree removal, protection, replacement, and abuse, aiming to minimize damage to existing trees and ensuring they are planted in appropriate locations. It also includes a list of prohibited species, specifying conditions under which these species must be removed.

## ANALYSIS

The proposed Landscape Ordinance encompasses several key provisions. First, property owners will be required to install and maintain landscaping that meets specified aesthetic and health standards, with regular inspections to ensure compliance. The ordinance establishes minimum tree requirements based on property type and size, promoting a diverse and resilient tree canopy. Specific standards will include the minimum number of trees per property type, specifications for plant materials—including height and species diversity to avoid monocultures—and buffer requirements to separate different land uses.

Regarding tree removal, the ordinance stipulates that any removal must be justified, with property owners required to demonstrate that the tree poses a safety hazard, is dead or diseased, or interferes with construction. For trees that are removed, a replacement plan must be submitted to ensure that the ecological balance is maintained, typically requiring the planting of new trees that meet minimum size and species diversity criteria. The ordinance also includes a list of prohibited species, which must be removed if they are found on a property. This list is based on invasive species that pose a threat to local ecosystems, and property owners will be required to replace any prohibited species with approved native alternatives.

Protection measures during construction will be emphasized, including guidelines for installing protective barriers around trees to prevent damage from equipment and foot traffic. The ordinance will also encourage residents and developers to engage in pre-construction assessments to identify tree preservation strategies. This includes selecting suitable locations for new trees, taking into account factors such as soil conditions, sunlight, and existing infrastructure, to promote healthy growth and longevity.

Additionally, the ordinance provides more detailed information on enforcement procedures and the associated penalties for violations. This includes a structured process for addressing non-compliance, with escalating fines based on the severity and frequency of violations. Specific penalties will be outlined for damaging protected trees, failing to adhere to removal and replacement guidelines, and neglecting maintenance requirements. The enforcement process will also include a clear notification system to inform property owners of violations and give them the opportunity to rectify issues before fines are imposed.

By enhancing property aesthetics and promoting environmental sustainability, the ordinance aims to elevate the quality of life for residents and create a more attractive community for visitors.

## EXECUTE

If approved, the ordinance will be implemented through a community education program designed to inform residents about the new requirements and the benefits of Florida-friendly landscaping. This initiative may include workshops, informational materials, and direct communication with property owners. The Code Enforcement Department will oversee enforcement, conducting regular inspections and establishing a tracking system to monitor compliance and address violations promptly. Additionally, the ordinance will undergo annual reviews to assess its effectiveness and incorporate necessary adjustments based on community feedback and compliance inspection results.

## CONCLUSION

The adoption of the Landscape Ordinance will significantly benefit the Town of Bay Harbor Islands by promoting sustainable landscaping practices, enhancing the community's aesthetic appeal, and ensuring compliance with established standards. By prioritizing environmental stewardship and community beautification, this ordinance aligns with the town's goals for a vibrant and sustainable future. The ordinance was presented for its first reading on October 14, 2024, and was approved by the Town Council with no changes. The Second Reading is scheduled for November 20, 2024.

## FINANCIAL ANAYSIS

GL Line Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

## ATTACHMENTS

2nd Draft Ordinance

**ORDINANCE NO. ---**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO THE REGULATION OF LANDSCAPE REQUIREMENTS AMENDING CHAPTER 24 ENTITLED PROPERTY MAINTENANCE STANDARDS; AMENDING SECTION 24-16 ENTITLED MINIMUM LANDSCAPE STANDARDS, TO MODIFY THE LANDSCAPE STANDARDS; RETITLING SECTION 24-16.1 FROM "USE OF FERTILIZER" TO "TREE REMOVAL, PROTECTION, REPLACEMENT AND ABUSE"; SECTION 24-16.3 "DEFINITIONS"; RETITLING SECTION 24-16.10 FROM "MANAGEMENT OF GRASS CLIPPINGS AND VEGETATIVE MATTER" TO "MAINTENANCE REQUIREMENTS"; SECTION 24-16.15 "ENFORCEMENT AND PENALTIES"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Town of Bay Harbor Islands originally adopted Property Maintenance Standards regulations for the community in September 1996; and

**WHEREAS,** the Town of Bay Harbor Islands has been required to enforce the Miami-Dade County Landscape Code (Chapter 18A) requirements since 1994; and

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

**WHEREAS**, some of the existing land development in the Town were constructed prior to the enactment of the Miami-Dade County Landscape Code or Town Supplemental Landscape Code and do not comply with minimum criteria; and

**WHEREAS,** the Town Council desires that older nonconforming sites be upgraded when substantial improvements are made to properties and has established thresholds when nonconforming site upgrades are required; and

**WHEREAS,** after studying the existing Code provisions, the Town Council finds that a need exists to modify these provisions; and

**WHEREAS,** the Town Council held duly advertised public hearings to consider the proposed modifications to the Town's Landscape Standards.

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

**Section 1:** That the Town of Bay Harbor Islands Property Maintenance Standards Code is hereby amended to revise Section 24-16 entitled “Minimum Landscape Standards” to modify the requirement for compliance for nonconforming properties, as more fully set forth in the attached Exhibit “A”, and by reference made a part hereof.

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

**Section 3:** That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands’ Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word “Ordinance” shall be changed to “Section” or other appropriate word.

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

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

PASSED on First Reading this 9th day of October 2024

PASSED on Second Reading TBA.

_____

JOSHUA D. FULLER, MAYOR

ATTEST:

_____

YVONNE P. HAMILTON, CMC TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

GREENSPOON MARDER, LLP TOWN ATTORNEYS

BY: JOSEPH S. GELLER, ESQ

**Article II**

**Sec. 24-16. Minimum landscape standards.**

~~The Miami-Dade County~~ The purpose of this ordinance is to set forth guidelines for the installation and maintenance of Florida-friendly landscaping and landscaped open spaces. This ordinance aims to utilize these areas to conserve energy, preserve open spaces, and improve the aesthetic quality of Bay Harbor Islands. The Landscape Ordinance is hereby adopted as the minimum ~~landscape~~ standard for landscaping across all properties ~~all property~~ within the town. In addition to the minimum standards set forth in the Miami-Dade County Landscape Ordinance, section 18A, ~~all property~~ properties ~~within the town shall also comply with the following additional landscape maintenance standards~~ all properties must adhere to the following supplemental landscape maintenance standards:

1) A property owner is responsible for ensuring that landscaping required to be planted pursuant to this section or any previous applicable ordinance(s), is:
    a. Installed in compliance with applicable ordinances;
    b. Maintained so as to represent a healthy, vigorous, and neat appearance, free from over growths, weeds, refuse and debris;
    c. Sufficiently fertilized and watered to maintain the plant material in a healthy condition, including appropriate use of pesticides as necessary.

2) *[Supplemental landscape standards adopted.]* In addition to the minimum standards set forth in the Miami-Dade County Landscape Code. The town hereby adopts the following supplemental landscape standards for all property within the town that exceeds or supplements the Miami-Dade standards due to the town's coastal barrier island location and the community's desire to achieve a higher quality landscape appearance:
    a. Number of required trees.
        i. Single-family. Single-family home sites located on non-waterfront lot(s) are required to have a minimum of five (5) trees per lot. Single-family home sites located on waterfront lot(s) are required to have a minimum of six (6) trees per lot. Single-family homes located on a corner lot(s) are required to have a minimum of seven (7) trees per lot.
        ii. Two-family (duplex). Two-family home sites are required to have a minimum of five (5) trees per lot. Two-family home sites homes located on a corner lot(s) are required to have a minimum of seven (7) trees per lot.
        iii. Multi-family. Multiple-family home sites are required to have a minimum of 28 trees per net acre of lot. ~~-quantity requirements listed in the Miami-Dade Landscape Code.~~
        iv. Commercial. Commercial sites are required to meet the minimum of 22 trees per net acre of lot. ~~tree quantity requirements listed in the Miami-Dade Landscape Code.~~
        v. Community facilities/parks. Community facilities such as schools, town parking lots, parks and recreational sites are required to meet the minimum of 22 trees per net acre of lot. ~~tree quantity requirements listed in the Miami-Dade Landscape Code.~~

b. Minimum standards of plant materials at time of planting.
    i. For single-family and two-family developments ~~at least~~ two (2) shade trees or their equivalent shall be planted in the front yard area.
    ii. Street trees. Street trees shall be a minimum of fifteen (15) feet in overall height with at least six (6) feet of clear wood before branching, a minimum caliper of two and one-half (2 ½) inches and shall be planted at to meet the Miami-Dade minimum criteria of thirty-five (35) feet average separation but shall not exceed forty (40) feet on center at time of planting. The town reserves the right to designate a common tree species for a roadway or portion of certain roadway segments to achieve a uniformity of appearance. All street trees planted after the effective date of this section shall comply with the town's street master plan species and specifications.
    iii. Shade trees. Depending on the height of the building, shade trees shall be a minimum of twelve (12) to eighteen (18) feet in overall height with at least four feet of clear wood before branching and a minimum caliper of two and one-half (2 ½) inches at the time of planting. Fifty (50) percent of required shade trees shall be a native species.
    iv. Palms. Palm trees shall be a minimum of 15 feet in overall height with a minimum caliper of ~~three~~ four (4) inches at time of planting. Palm trees may be used to meet the required tree quantities at a 3:1 ratio. Royal palm trees, canary Island date palms and other similar large palm species shall count one-for-one as meeting the minimum tree requirements if the palm tree has over fifteen (15) feet of grey wood before any palm fronds start. Palm tree species shall comprise no more than twenty-five (25) percent of the required tree quantity.
    v. Shrubs. Shrubs shall be a minimum of twenty-four (24) inches in height and shall be planted at a maximum of twenty (24) inches on center at time of planting. If shrubs are used as a visual screen between dissimilar land uses such shrubs shall be planted at a minimum of thirty-six (36) inches in height and twenty-four (24) inches on center.
        1. Shrubs shall be provided at ratio of ten (10) per required tree;
        2. Eighty (80) percent shall be native species;
        3. Fifty (50) percent shall be low maintenance and drought tolerant;
    vi. Plant quality. All tree species and other landscape material shall be Florida #1 or better, as established by "Grades and Standards for Nursery Plants" of the State of Florida Department of Agriculture.
    vii. Landscape material near overhead power lines. Notwithstanding the above standards, the size of trees planted in proximity to overhead power lines may be adjusted to provide tree species recommended in the Florida Power and Light (FPL) publication entitled "Plant the Right Tree in the Right Place," current revision, upon site plan review. For more information review Sec.24-16.10(16) below.

c. Number of different required tree species. In order to avoid a mono-species appearance in the town and to circumvent significant tree loss due to disease to a specific tree species, the number of different required tree species to be planted is as follows:

i. Table 1

| Required Trees | Tree Species |
|---|---|
| 1-5 | 2 |
| 6-10 | 3 |
| 11-15 | 4 |
| 16-20 | 5 |
| 21-30 | 6 |
| 31 or more | 7 |

d. Size of tree species in relationship to building height. In order to provide trees scaled to the on-site building massing and individual site conditions, the following additional minimum tree heights shall apply:

i. Table 2: Single family and Two family

| No. Stories | Min. Trees Height (ft.) | Min. Spread (ft.) | Palm Height (ft.) |
|---|---|---|---|
| 1 | 12 | 5 | 14-18 |
| 2 | 14 | 6 | 18—22 |

ii. Table 3: Multiple-family, Commercial, and Community facilities

| No. Stories | Percent | Min. Trees Height (ft.) | Min. Spread (ft.) | Palm Height (ft.) |
|---|---|---|---|---|
| 1—2 | | ~~12~~ 14 | ~~5~~ 6 | ~~14~~ 15- 18 |
| 3 | 50% | 50% min. req.~~12~~14 | ~~5~~ 6 | ~~14~~ 15-18 |
| | 50% | 50% ~~14-16~~ 16-18* | ~~6~~ 7 | 18 -22 |
| 4 | 50% | 50% min. req. 16 | ~~5~~ 6 | ~~14~~ 15-18 |
| | 25% | 25%~~-14-16-~~18-20 | ~~6-~~7 | 18 -22 |
| | 25% | 25%~~-16-18~~ 20-22* | ~~7~~ 8 | 22 -28 |
| 5 plus | 25% | ~~25% min. req~~. 18 | ~~5-~~7 | ~~14~~ 15-18 |
| | 50% | ~~50% 18—20~~ 20-22 | ~~7~~ 8 | 22—28 |
| | 25% | ~~25% 20-22~~ 22-24* | ~~8~~ 9 | 22—28 |

**The tallest trees are required in the front yard.*

3) Open space requirements. Open space requirements are established to ensure adequate green areas within developments, promoting environmental sustainability and community aesthetics. Properties must maintain specified percentages of landscaped "green" open space at ground level, as detailed in the relevant sections of this code. For further information and specific guidelines regarding open space requirements, please refer to Section 23-11.

a. Artificial turf shall be classified as an impervious surface and must not exceed ten percent (10%) of the total impervious area on a property. Furthermore, it shall not be counted toward the minimum landscaped area, buffers, foundation plantings, or landscape islands.

b. RD-Single Family Area:

i. For one-story homes, each plot shall maintain a minimum of thirty-five percent (35%) open space at ground level.
ii. For homes exceeding one story, each plot shall maintain a minimum of forty (40) percent open space at ground level.
iii. Each plot shall provide a minimum of fifty (50) percent landscaped "green" pervious open space in the front yard area.
iv. Pervious pavers or landscape strips in driveways or walkways shall not be included in the fifty (50) percent landscaping requirement.
v. Sufficient open space and landscaping materials shall be provided within front setback areas to break up large expanses of hardscape, screen parking areas, and provide shade.

c. RM-1 Multiple Family Residential district (Waterfront lots).
i. Each plot shall provide a minimum of twenty (20) percent landscaped "green" open space at ground level.
ii. If a flat roof deck is used for recreational purposes, a minimum of fifteen (15) percent of that area shall be landscaped. For this section, landscaping does not include swimming pools, decks, patios, or other impervious surfaces.

d. RM-2 Multiple Family Residential district (Non-waterfront).
i. Each plot shall provide a minimum of twenty (20) percent landscaped "green" open space at ground level.
ii. ii. If a flat roof deck is utilized for recreational purposes, a minimum of fifteen (15) percent of that area shall be landscaped, excluding swimming pools, decks, patios, or other impervious surfaces.

e. B-1 Business district. East Bay Harbor Drive, West Bay Harbor Drive, Bay Harbor Terrace, 95th Street and 97th Street:
i. Within the designated setback areas, a minimum of seventy-five (75) percent of the total area must consist of landscape materials, while the remaining area may include hardscape features such as walkways and pavers.
ii. For further information and specific guidelines regarding the designated setback requirements, please refer to Section 23-11.

4) Buffers designed to separate the following areas must ensure that all plants used within these buffers meet the minimum size and spacing requirements outlined in subsection (2)(b)(iv).

a. On-site parking lots from adjacent public rights-of-way are required to provide a minimum ten (10) foot landscape strip.
i. ~~At a minimum,~~ Continuous shrubs as specified herein shall be provided between any on-site parking space or driveway and the street line.
ii. If walls or fence are used as a screening device in the landscape strip they must conform to the requirements within the ~~Miami-Dade County Landscape Code (section 18-A) and~~ Town Code subsection 23-12(22).

~~b.~~ Dissimilar land uses from adjacent properties are required to provide a minimum five (5) foot landscape strip.

i. Continuous shrubs as specified herein shall be provided between any and the street line.
ii. If walls or fence are used as a screening device in the landscape strip they must conform to the requirements within the ~~Miami-Dade County Landscape Code (section 18-A) and~~ Town Code subsection 23-12(22). The wall or fence must be a minimum of six (6) foot with a life expectancy of at least ten (10) years with shrubs.

5) Selecting landscape materials and soil conditions. Landscape materials installed within the town shall be selected based on suitability to the nearby oceanfront location and are generally salt tolerant. Landscape materials should be planted at locations that take into account future mature growth of the selected materials so as not to interfere with overhead or underground utilities, parking lots, sidewalks and roads (roots) and structures. Because of the existing barrier island soil composition, the soils where the landscape materials are to be planted shall be modified as necessary to allow all plantings to survive, including any planters not at ground level (roofs/terraces).

6) Disposal of landscape materials. Landscape materials, including but not limited to tree branches, palm fronds, dead or diseased plant materials and grass clippings shall be disposed of properly. Grass clippings shall be collected and removed from all sites and shall not be placed on public right-of-way or allowed to enter the stormwater system as the town's federal Environmental Protection Agency (EPA) and national pollution discharge elimination system (NPDES) permit conditions. In no instance shall grass clippings be accumulated and/or swept into stormwater catch basins. All landscape materials shall be removed from the site to a suitable disposal facility, except as specified in Sections 9-22, 9-23, and 9-24.

7) Irrigation of landscape materials. Landscape materials shall be properly irrigated to ensure survival. Open-air spray irrigation shall be limited to the maximum degree possible and the use of drip irrigation systems with water soil moisture sensors is strongly encouraged. The collection of stormwater for reuse is strongly encouraged as well as the use of gray water when it becomes available from the Miami-Dade Water and Sewer Department.

8) Fertilizers and pesticides. Landscape materials shall be properly fertilized and if necessary pesticides applied to ensure survival. Such products shall be used in accordance with the manufacturer's recommended specifications for application, storage and disposal. In no instance shall such products be disposed of through the town's stormwater system and efforts shall be made to limit runoff into the town's stormwater system. Alternatives to the use of pesticides are encouraged.

9) ~~Requirements for~~ Compliance requirements for nonconforming properties. ~~It is the express intent and desire of the town council that all sites comply with and meet the minimum requirements set forth in the Miami-Dade Countywide Landscape Code and town supplemental standards stated herein. The town recognizes that many of the properties~~

~~in the town were constructed prior to the enactment of either the county or town supplemental code requirements. Property owners are encouraged to meet the most recent minimum standards, if possible. All new development must comply with the most stringent standards set forth in either code. All redevelopment of existing properties that add more than 200 square feet of gross floor area to an existing structure, shall upgrade the landscaping on the property to meet current day standards.~~ The Town Council intends for all properties to adhere to the minimum requirements set forth by the town and its supplemental standards. The town acknowledges that many properties were constructed prior to the adoption of these standards. Property owners are encouraged to align with the most current minimum standards where feasible. All new developments must comply with the most stringent standards outlined in either code. Additionally, any redevelopment of existing properties that increases the gross floor area by more than 200 square feet must upgrade the landscaping to meet contemporary standards.

10) Appeals from administrative decisions. Enforcement of the provisions of this section shall be responsibility of the town manager or their designee. If a dispute arises as to the application of the Code requirements or an enforcement action which cannot be resolved by staff, the matter may be appealed through the town clerk to the design review board. If the matter cannot be resolved by the design review board, the matter may be appealed through the town clerk to the town council.

~~11) Enforcement. The town's code enforcement department shall give at least one courtesy warning notice before enforcement under this section.~~

**Sec. 24-16.1. ~~- Use of fertilizer.~~ Tree removal, protection, replacement and abuse.**

~~[Provisions regulating the use of fertilizer follow in sections 20-16.2—20-16.15 below.]~~

It is the intent and desire of the town council to preserve and enhance the tree canopy in the town for aesthetic and environmental reasons.

1) ~~The Miami-Dade Countywide Landscape Code requires that prior to any tree removal on any site, except single-family and two-family sites, a tree-removal permit must be obtained from the Miami-Dade County Department of Environmental Protection (DERM~~). A tree removal permit must be obtained from the Miami-Dade County Department of Environmental Protection (DERM) prior to any tree removal on properties, except for single-family and two-family sites.

2) ~~Within~~ In the Town of Bay Harbor Islands, a tree-removal or relocation permit is required for all properties, ~~shall be obtained for any tree removal or relocation~~, including single-family and two-family. Tree removal is prohibited unless the tree is diseased or dead, classified as invasive on the Miami-Dade County prohibited species list, or causing damage to utilities, roadways, or sidewalks. The minimum number of street trees and on-site trees must be maintained or replaced as specified in the Town Code. The town shall administer the tree removal and relocation permit process for single-family and two-family

properties. ~~Tree removal shall be prohibited unless the tree is diseased or dead, is invasive and listed on the Miami-Dade County prohibited species list unless determined by the town council on a case-by-case basis that the tree is unique, unreasonably restricts or interferes with the use of the land as determined by the town council or is damaging utilities, roadways, sidewalks. In all instances the minimum number of street trees and on-site trees shall must be maintained or replaced as specified on the Town Code. herein. In all instances each~~ All sites must comply with the minimum tree quantity and quality requirements, except where ~~unless~~ off-site mitigation is ~~allowed~~ permitted.

a. The single family and two-family tree permit shall include the following:
    i. Name, address and telephone number of those persons or entities who own the property and those persons or entities conducting the removal activities.
b. A detailed written statement from a licensed arborist or landscape architect outlining the justification for land clearing, dripline encroachment, and the removal, relocation, or replacement of trees. This statement should also propose measures for replacing or relocating any removed or damaged trees and must include the following details:
    i. The amount of land to be disturbed.
    ii. The method and equipment to be used.
    iii. The dates the clearing of land, dripline encroachment, removal, relocation or replacement of trees will take place.
c. Provide a survey
    i. Location of all existing structures including the building pad as defined herein, improvements and site uses, properly dimensioned and referenced to property lines, setback and yard requirements.
    ii. Location of existing utility services and all easements.
    iii. The name, common and botanical, size and location of all trees on the site specifically designated by number. The trees shall be tagged and identified consistently with the numbering system utilized on the tree survey. Groups of nuisance trees in close proximity may be designated as "clumps" of trees with the predominate type shown.
d. Multifamily, Commercial and Community facilities/parks requires a site development plan approval in accordance with the requirements specified in Section 5.23.1.

3) ~~If the tree(s) or replacement trees cannot be replanted onsite, an owner may request permission from the town to replant the tree(s), plant replacement trees at other locations within the town or contribute to a tree trust fund. All such tree-removal requests shall be accompanied by a current survey not more than six months old of the lot showing all physical improvements on the site, within the adjoining public right-of-way and on adjacent lots within ten feet of the property line as well as all tree locations, species, caliper and estimated height. If tree branches on adjoining properties or right-of-way extend into the site they must be identified. A statement from the owner or a professional must be provided explaining why the request is being made. Publically owned land shall be considered first~~

~~priority for any offsite tree placement such as parks, open spaces, rights-of-way and other town-owned lands. Second priority for any offsite tree replacement may be other privately-owned lands, if approved by the town. If a tree(s) cannot be replanted onsite or replaced as specified, the owner may request to contribute funds equal to the values of the tree(s) into the Miami-Dade County Tree Trust Fund as required under section 24-49 of the county's Code or into the town's tree trust fund. Any funds in the town tree trust fund shall only be expended only on the design, acquisition and tree planting or other equivalent landscaping within the town and shall not be used as general revenue. Within the town all trees removed are subject to mitigation, including native, other acceptable and not preferred/invasive trees.~~ If on-site replanting of the tree(s) or replacement trees is not feasible, the property owner may seek permission from the town to either replant the tree(s) or replacement trees at alternate locations within the town or contribute to the town's tree trust fund. All requests for tree removal must be accompanied by a current survey, dated within the last six months, showing all physical improvements on the lot, within the adjacent public right-of-way, and on adjacent lots within ten feet of the property line. The survey must include details of all tree's locations, species, caliper, and estimated height. Additionally, any tree branches extending from adjoining properties or rights-of-way into the site must be identified. A professional statement <u>from a licensed arborist or landscape architect</u> explaining the reasons for the request is also required.

4) Publicly owned lands will be given first priority for any offsite tree placements, including parks, open spaces, rights-of-way, and other town-owned properties. Private lands may be considered for offsite tree replacement as a second priority, subject to town approval.

5) If replanting or replacement as specified is not feasible, the property owner may opt to contribute an amount equivalent to the value of the tree(s) to the town's tree trust fund. Funds in the tree trust fund will be used solely for the design, acquisition, and planting of trees or other equivalent landscaping within the town and will not be used for general revenue purposes. All removed trees, including native, acceptable, and non-preferred/invasive species, are subject to mitigation within the town.

6) No replacement of not preferred <u>or</u> invasive trees species is permitted; however, equivalent mitigation based on the tree trunk caliper is required. Tree replacement shall be based on the provisions contained in <u>Section 24-49</u> of the Miami-Dade Tree Preservation and Protection Ordinance. The ~~town and/or~~ <u>property</u> owner ~~may~~ must retain a professional tree arborist to assist in the determination of value and replacement mitigation. Replacement tree species shall be selected to replace the existing tree canopy being removed, unless otherwise approved by the town due to location.

7) <u>During site development, all trees designated for preservation must be protected by installing barriers around each tree or cluster of trees in accordance with the requirements specified in Section 24-16.10.</u>

8) Prohibited species may not be planted anywhere within the Town of Bay Harbor Islands, in accordance with the Landscape Code. Effective [Date of Adoption], these species must be removed from all sites during site development reviews or when a tree permit is submitted. The requirements for a tree permit are detailed in subsection 24-16-1(2). Please refer to the list below for the prohibited species.

a. Table 4: Prohibited Plant Species

| Botanical Name | Common Name |
|---|---|
| Acacia auriculiformis | Earleaf Acacia |
| Adenanthera pavonina | Red sandalwood |
| Aeginetiaspp. (all) | Aeginetia |
| Ageratina adenophora | Crofton weed |
| Albizia julibrissin | Mimosa |
| Albizia lebbeck | Woman's Tongue |
| Alectra spp. (all) | Yerba de hierro |
| Alternanthera philoxeroides | Alligator weed |
| Alternanthera sessilis | Sessile joyweed |
| Araucaria heterophylla | Norfolk Island Pine |
| Ardisia crenata | Coral ardisia |
| Ardisia solanacea | Shoebutton Ardisia |
| Asphodelus fistulosus | Onionweed |
| Avena sterilis | Animated oat |
| Azolla pinnata | Asian mosquito fern |
| Bischofia javanica | Bischofia, Toog |
| Borreria alata | Broadleaf buttonweed |
| Brassaia actinophylla | Schefflera |
| Broussonetia papyrifera | Paper mulberry |
| Carthamus oxycantha | Wild safflower |
| Casuarina spp. | Australian Pine |
| Cestrum diurnum | Day blooming jasmine |
| Chrysopogon aciculatus | Pilipiliula |
| Cinnamomum camphora Colocasia esculenta | Camphor tree Taro |
| Colubrina asiatica | Latherleaf |
| Commelina benghalensis | Benghal dayflower |
| Crassula helmsii | Swamp stonecrop |
| Crupina vulgaris | Common crupina |
| Cupianopsis spp. | Carrotwood |
| Cuscuta japonica | Japanese dodder |
| Cuscuta megalocarpa | Bigfruit dodder |
| Cuscuta potosina | Globe dodder |
| Cuscutaspp. (except natives) | Exotic dodder vines |

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|---|---|
| Dalbergia sissoo | Indian Rosewood |
| Digitaria abyssinica | Couch grass |
| Digitaria velutina | Velvet finger grass |
| Dioscorea alata | White yam |
| Dioscorea bulbifera | Air potato |
| Drymaria arenarioides | Alfombrilla |
| Eichhornia azurea | Anchored waterhyacinth |
| Eichhornia spp. (all) | Water hyacinths |
| Emex australis | Three-cornered jack |
| Emex spinosa | Devil's thorn |
| Enterolobium contortisliquum | Ear-pod tree |
| Eucalyptus spp. (1 or more) | Eucalyptus trees |
| Euphorbia prunifolia | Painted euphorbia |
| Fatoua spp. (all) | Fescue |
| Ficus altissima | False banyan |
| Ficus benghalensis | Banyan tree |
| Ficus benjamina | Weeping fig |
| Ficus carica | Edible fig |
| Ficus decora | Rubber tree |
| Ficus nitida/Ficus microcarpa | Cuban laurel |
| Ficus religiosa | Bo tree |
| Ficus spp. (all non-natives) | Ficus |
| Flacourtia indica | Governor's plum |
| Flueggea virosa | Fluegga |
| Foeniculum vulgare | Fennel |
| Fragaria chiloensis var. Ananassa | Strawberry |
| Fraxinus uhdei | Shamel ash |
| Galega officinalis | Goatsrue |
| Grevillea robusta | Silk Oak |
| Heracleum mantegazzianum | Giant hogweed |
| Hibiscus tiliaceus | Mahoe |
| Hydrilla verticillata | hydrilla |
| Hygrophila polysperma | Miramar weed |
| Imperata brasiliensis | Brazilian satintail |
| Imperata spp. | Cogon grass |
| Ipomoea aquatica Ipomoea fistulosa | Chinese waterspinach Shrub morning glory |
| Ipomoea triloba | Little bell morning glory |
| Jacaranda acutifolia | Jacaranda |
| Jasminum dichotomum | Gold Coast jasmine |
| Jasminum fluminense | Brazilian jasmine |
| Lagarosiphon major | Oxygen weed |

| | |
|---|---|
| Lagarosiphonspp. (all) | African elodeas |
| Lantana camara | Shrub verbena |
| Leptochloa chinensis | Asian sprangletop |
| Leucaena leucocephala | Lead Tree, Jumbie Bean |
| Ligustrum sinense | Chinese privet |
| Limnocharis flava | Sawa flowering-rush |
| Limnophila sessiliflora | Ambulia |
| Lonicera japonica | Japanese honeysuckle |
| Lycium ferocissimum | African boxthorn |
| Lygodium japonicum | Japanese climbing fern |
| Lygodium microphyllum | Old World climbing fern |
| Lythrum salicaria | Purple loosestrife |
| Manilkara zapota | Sapodilla |
| Melaleuca quinquenervia | Melaleuca or Paperbark |
| Melastoma malabathricum | Indian rhododendron |
| Melia azederach | Chinaberry tree |
| Merremia tuberose | Woodrose |
| Mikania cordata | Mile-a-minute vine |
| Mikania micrantha | Mile-a-minute vine |
| Mimosa invisa | Giant sensitive plant |
| Mimosa pigra | Cat-claw mimosa |
| Monochoria hastata | Monochoria |
| Monochoria vaginalis | Asian pickerel weed |
| Myriophyllum spicatum | Eurasian watermilfoil |
| Nassella trichotoma | Serrated tussock |
| Nechamandra alternifolia | Indian elodea |
| Neyraudia reynaudiana | Burma reed |
| Orobanchespp. (except O. uniflora) | Broomrape |
| Oryza longistaminata | Red rice |
| Oryza punctata | Red rice |
| Oryza rufipogon | Wild red rice |
| Ottelia alismoides | Duck-lettuce |
| Paederia cruddasiana | Sewer vine |
| Paederia foetida | Skunk vine |
| Paspalum scrobiculatum | Kodo-millet |
| Pennisetum clandestinum | Kikuyu grass or Napier grass |
| Pennisetum macrourum | African feather grass |
| Pennisetum pedicellatum | Kyasuma grass |
| Pennisetum polystachyon | Mission grass |
| Pistia stratiotes | Water-lettuce |
| Pongamia pinnata | Pongam |
| Pontederia rotundifolia | Tropical pickerelweed |

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|---|---|
| Prosopis spp. (except natives) | Mesquite |
| Pueraria Montana | Kudzu |
| Rhodomyrtus tomentosa | Downy Rose Myrtle |
| Ricinus communis | Castor bean |
| Rottboellia cochinchinensis | Itch grass |
| Rubus fruticosus | European bramble blackberry |
| Rubus moluccanus | Asian wild raspberry |
| Saccharum spontaneum | Wild sugarcane |
| Sagittaria sagittifolia | Eurasian arrowhead |
| Salsola vermiculata | Wormleaf salsola |
| Salvinia spp. | Salvinia |
| Sapium sebiferum | Chinese tallow tree |
| Scaevola taccada | Beach naupaka |
| Schefflera actinophylla | Queen's Island umbrella |
| Schinus terebinthifolius | Brazilian Pepper, Florida Holly |
| Setaria pallidefusca | Cattail grass |
| Solanum tampicense | Wetland nightshade |
| Solanum torvum | Turkeyberry |
| Solanum viarum | Tropical soda apple |
| Sparganium erectum | Exotic bur-reed |
| Stratiotes aloides | Water-aloe |
| Striga asiatica | Asiatic witchweed |
| Striga densiflora | Denseflower witchweed |
| Striga gesnerioides | Cowpea witchweed |
| Striga hermonthica | Purple witchweed |
| Syzygium cumini | Java plum or Jambolan |
| Syzygium jambos | Rose-apple |
| Terminalia cattapa | Tropical Almond |
| Thespesia populnea | Seaside Mahoe |
| Trapaspp. (all) | Water chestnuts |
| Tribulua cistoides | Puncture vine |
| Tridax procumbens | Coat buttons |
| Urochloa panicoides | Liverseed grass |
| Vossia cuspidate | Hippo grass |
| Wedelia trilobata | Wedelia |

**Sec. 24-16.3. - Definitions.**

For this section, the following terms shall have the meanings set forth unless the context clearly indicates otherwise.

1. *Administrator:* Town manager or his/her designee authorized to administer and enforce the provisions of this section.

2. *ANSI A300 Standards:* Industry-developed standards of practice for tree care. Acronym for American National Standards Institute.
3. *Application* or *apply:* The actual physical deposit of fertilizer to turf, specialized turf, or landscape plants.
4. *Applicator:* Any person who applies fertilizer on turf and/or landscape plants in the town.
5. *Artificial turf*: A surface of synthetic fibers made to look like natural grass.
6. *Automatic irrigation system:* An irrigation system with a programmable controller or timing mechanism.
7. *Best management practices:* Turf and landscape practices, or combination of practices based on research, field-testing, and expert review, determined to be the most effective and practicable on-location means, including economic and technological considerations, for improving water quality, conserving water supplies and protecting natural resources.
8. *Buffer, perimeter landscape:* An area of land which is set aside along the perimeter of a parcel of land in which landscaping is required to provide an aesthetic transition between different land uses and to eliminate or reduce the adverse environmental impact, and incompatible land use impacts.
9. *Clearance pruning:* Pruning required to avoid damage or danger related to structures, power distribution and property, as defined in the current ANSI A300 Standards.
10. *Controlled plant species:* Those plant species listed in the Landscape Manual which tend to become nuisances because of their ability to invade proximal native plant communities or native habitats, but which, if located and cultivated properly may be useful or functional as elements of landscape design.
11. *Commercial fertilizer applicator* (except as provided in 482.1562(9) Fla. Stat). Any person who applies fertilizer for payment or other consideration to property not owned by the person or firm applying the fertilizer, or the employer of the applicator.
12. *Diameter at breast height (DBH):* Diameter of a tree's trunk measured at a height four and one-half (4 ½) feet above natural grade. In the case of multiple-trunk trees, the DBH shall mean the sum of each trunk's diameter measured at a height of four and one-half (4 ½) feet above natural grade.
13. *Fertilize, fertilizing,* or *fertilization.* The act of applying fertilizer to turf, specialized turf, trees, or landscape plants.
14. *Fertilizer*: Any substance or mixture of substances that contains one or more recognized plant nutrients and promotes plant growth, or controls soil acidity or alkalinity, or provides other soil enrichment, or provides other corrective measures to the soil.
15. Fertilizer-free zone. Within 20 feet from the top of a seawall or bank of any surface water of Biscayne Bay and any storm drain, pond, stream, waterway, lake, canal, or wetland, as defined by the Florida Department of Environmental Protection.
16. *Florida-friendly landscaping:* Quality, low-maintenance landscapes that conserve water, protect the environment, are adaptable to local conditions, and are drought tolerant. The principles of such landscaping include planting the right plant in the right place, efficient watering, appropriate fertilization, mulching, attraction of wildlife, responsible management of yard pests, recycling yard waste, reduction of stormwater runoff, and waterfront protection. Additional components include practices such as landscape

planning and design, soil analysis, the appropriate use of solid waste compost and minimizing the use of irrigation, pesticides, and fertilizers.

17. *Green infrastructure:* A management approach engineered-as-natural ecosystems such as green roofs, porous pavement, swales and rain gardens that largely rely on using soil and vegetation to infiltrate, evapotranspirate, and/or harvest stormwater runoff and reduce flows to drainage collection systems. This practice aims to preserve, restore and create green space using soils, vegetation, and rainwater harvest techniques.
18. *Guaranteed analysis:* Percentage of plant nutrients or measures of neutralizing capability claimed to be present in a fertilizer.
19. *Hatrack:* To flat-cut the top of a tree, severing the leader or leaders, or the removal of any branch three (3) inches or greater in diameter at any point other than the branch collar.
20. *Hazard pruning:* The removal of dead, diseased, decayed, or obviously weak branches two (2) inches in diameter or greater.
21. *High-impact areas in public parks:* Turf grass areas that are heavily utilized by pedestrian traffic year-round.
22. *Impervious surface:* A surface that has been compacted or covered with a layer of material so that it is highly resistant or prevents infiltration by stormwater. It includes roofed areas and surfaces such as compacted sand, lime rock, or clay, as well as conventionally surfaced streets, sidewalks, parking lots, and other similar surfaces such as roads, sidewalks, driveways and parking lots, as well as industrial areas such as logistics and distribution centers, that are covered by impenetrable materials such as asphalt, concrete, brick, stone, and rooftops.
23. *Institutional applicator:* Any person, other than a private, non-commercial or a commercial applicator (unless such definitions also apply under the circumstances), that applies fertilizer for the purpose of maintaining turf and/or landscape plants on their properties. Institutional applicators shall include, but shall not be limited to, owners, managers or employees of public lands, schools, parks, religious institutions, utilities, industrial or business sites and any residential properties maintained in condominium and/or common ownership.
24. *Landscape plant*: Any native or exotic tree, shrub, or groundcover (excluding turf).
25. *Low maintenance zone*: An area a minimum of ten (10) feet wide adjacent to surface waters which is planted to capture and treat stormwater and is designed to not require fertilization, watering, mowing, etc.
26. *Low impact development (LID):* Systems and practices that use or mimic natural processes that result in the infiltration, evapotranspiration or use of stormwater in order to protect water quality and associated aquatic habitat. LID is an approach to land development or re-development that works with nature to manage stormwater as close to its source as possible.
27. *Organic fertilizers. Materials that are derived from living materials:* Examples of organic fertilizers include animal manures, composted materials, and plant residues. Organic fertilizers are usually considered to be "slow-release" fertilizers because many of the nutrients must be broken down by soil microbes before they become available for plant uptake.

28. *Person:* Any natural person, business, corporation, limited liability company, partnership, limited partnership, association, club, organization, and/or any group of people acting as an organized entity.
29. *Prohibited application period*: June 1st through November 1st, and, otherwise, the time period during which a flood watch or warning, or a tropical storm watch or warning, or a hurricane watch or warning is in effect for any portion of the town, issued by the National Weather Service, or if heavy rain is likely.
30. *Rapid release or water-soluble nitrogen:* Any product containing:
    a. Ammonium nitrate.
    b. Ammonium sulfate.
    c. Calcium nitrate.
    d. Diammonium phosphate.
    e. Monoammonium phosphate.
    f. Potassium nitrate.
    g. Sodium nitrate.
    h. Urea (not in the form of slow-release nitrogen).
    i. Others as may be designated by the Association of American Plant Food Control Officials.
31. *Saturated soil:* Soil in which the voids are filled with water. Saturation does not require flow. For the purposes of section 24-16.2—24-16.15, soils shall be considered saturated if standing water is present or the pressure of a person standing on the soil causes the release of free water.
32. *Slow release, controlled release, timed release, slowly available, or water insoluble nitrogen:* Nitrogen in a form which delays its availability for plant uptake and use after application, or which extends its availability to the plant longer than a reference rapid or quick release product. Forms of slow release, controlled release, slowly available, or water insoluble nitrogen include:
    a. Isobutylidene diurea ("IBDU").
    b. Resin, polymer, or sulphur coated urea.
    c. Biosolids or residuals from domestic wastewater treatment.
    d. Urea formaldehyde.
    e. Composted animal manure.
    f. Others as may be designated by the Association of American Plant Food Control Officials.
33. *Specialized turf:* Areas of grass used for athletic fields and high impact areas, and other similar activities.
34. <u>Street tree*:* Any approved tree planted within the public right-of-way or along private roads with the express purpose of shading impervious surfaces thereby minimizing the heat island effect.</u>
35. *Surface waters*. As defined by the Florida Department of Environmental Protection (Chapter 62-340, Florida Administrative Code) means waters on the surface of the earth, contained in bounds created naturally or artificially, including, the Atlantic Ocean, bays, bayous, sounds, estuaries, lagoons, lakes, ponds, impoundments, rivers, streams, springs, creeks, branches, sloughs, tributaries, canals, and ditches.

36. *Town council:* Town Council of the Town of Bay Harbor Islands, Florida.
37. *Town of Bay Harbor Islands approved best management practices training program*: A training program approved pursuant to Section 403.9338, Fla. Stat., or any more stringent requirements set forth in this section that includes the most current version of the Florida Department of Environmental Protection's "Florida-friendly Best Management Practices for Protection of Water Resources by the Green Industries, 2008," as revised, and approved by the administrator.
38. *Tree abuse*: Tree abuse shall include:
    a. Damage inflicted upon any part of a tree, including the root system, by machinery, construction equipment, cambium layer penetration, storage of materials, soil compaction, excavation, chemical application or spillage, or change to the natural grade.
    b. Hatracking.
    c. Girdling or bark removal of more than one-third (⅓) of the tree diameter.
    d. Tears and splitting of limb ends or peeling and stripping of bark resulting from improper pruning techniques not in accordance with the current ANSI A300 Standards.
39. *Tree canopy:* The aerial extent of the branches and foliage of a tree as defined by the drip line.
40. *Turf, sod, or lawn*. Piece of grass-covered soil held together by the roots of the grass.
41. *Urban landscape*. Pervious areas on residential, commercial, industrial, institutional, highway rights-of-way, or other nonagricultural lands that are planted with turf or horticultural plants. For the purposes of this section, agriculture has the same meaning as in Section 570.02 Fla. Stat.

**Sec. 24-16.10. - ~~Management of grass clippings and vegetative matter.~~ Maintenance requirements.**

~~In no case shall grass clippings, vegetative material and/or vegetative debris either intentionally or accidentally be swept, or blown off into stormwater drains, ditches, conveyances, water bodies, sidewalks or roadway. Any material that is erroneously so deposited shall be immediately removed to the maximum extent practicable~~. The town reserves the right to impose additional maintenance requirements that align with community standards. Failure to install or maintain landscaping in accordance with this section constitutes a violation of the Town Code. Additionally, failure to plant, preserve, or maintain each individual tree is considered a separate violation of the Code. Each day that landscaping or individual trees are not installed or maintained as required will be considered a continuing and separate violation.

~~1)~~ *Replacement of trees.* ~~If any tree dies, such tree or plant shall be replaced with another tree. All stumps shall be removed below the surface of the ground. Trees may not be painted and shall be maintained in their natural state as to color.~~ Any tree or plant that dies must be replaced with a new tree. Stumps must be removed below the surface of the ground. Trees may not be painted and must be maintained in their natural color. Tree

removal must include the complete removal and fully grinding of the stump and associated root system possible.

2) *Pruning* Trees shall be pruned as follows:
    a. All cuts must be clean, flush, and made at junctions, laterals, or crotches, as close as possible to the trunk or parent limb without cutting into the branch collar or leaving a stub.
    b. Dead wood, crossing branches, weak or insignificant branches, and suckers must be removed simultaneously with any crown reduction.
    c. Removal of more than one-third (⅓) of the branches on one side of a tree is only permitted for hazard reduction or clearance pruning.
    d. Lifting or thinning branches should distribute more than half of the tree's mass in the lower two-thirds (⅔) of the tree.
    e. No more than one-third (⅓) of a tree's living canopy may be removed within a one-year period.
    f. Trees must be pruned in accordance with the current ANSI A300 Standards.
3) *Grass areas.* ~~Except in periods of officially declared drought, grass areas shall be maintained by adequate irrigation so as to remain healthy and present a good appearance. Adequate pest control shall be applied to prevent the spread of cinch bugs or other grass-damaging pests. Grass areas shall be maintained so as to prevent excessive growth and unsightly conditions.~~ Except during officially declared drought periods, grass areas must be properly irrigated to ensure they remain healthy and visually appealing. Adequate pest control measures should be implemented to prevent the spread of cinch bugs and other pests that may damage the grass. Grass areas must be maintained to avoid excessive growth and unsightly conditions, and grass height must not exceed eight (8) inches on any property within the town.
4) *Vegetative materials.* Grass clippings, vegetative material, and debris must not be intentionally or accidentally swept or blown into stormwater drains, ditches, conveyances, water bodies, sidewalks, or roadways. Any material inadvertently deposited must be removed immediately and thoroughly.
5) Irrigation. All newly landscaped areas must be equipped with a fully automatic underground irrigation system that provides complete coverage to all landscaped areas, except for single-family and two-family homes. The irrigation system should be designed to supply only the necessary water to maintain healthy plant material. The use of a porous, pipe subsurface irrigation system, which requires low water volume and pressure, is encouraged in areas adjacent to roadways.
    a. Irrigation systems must not operate during periods of heavy rainfall and must comply with the standards and regulations established by the South Florida Water Management District. Controllers should be switched to manual mode during increased rainfall, and rain gauge sensors are required.
    b. To promote water conservation and sound horticultural practices, sprinkler heads for lawns or other high-water-demand areas must be on separate zones and schedules from those used for trees, shrubs, or areas with lower water requirements.

c. Landscape irrigation systems should be designed to minimize water application to non-pervious areas wherever possible.
d. The use of non-potable water for irrigation is required when available.
e. Existing properties that receive three or more code violations related to landscaping within a twelve-month period, which are deemed by the town to be due, in whole or in part, to inadequate watering, must install an irrigation system.
f. Irrigation is only permitted between the hours of 10:00 p.m. and 5:00 a.m.

6) *Lawns.* Lawns shall be maintained so that edges are neatly trimmed, and so that grass runners or weeds will not grow over adjacent drives or curbs.
7) *Hedges.* ~~Hedges shall be maintained so as to have a solid appearance, with no gaps or spaces. Grass or other growths shall not be allowed to grow up into the hedge. All hedges shall be kept neatly trimmed.~~ Hedges must be maintained to ensure a solid, gap-free appearance. Grass or other vegetation must not encroach into the hedge. All hedges are required to be kept neatly trimmed at all times.
8) *Removal of root systems*: Removal of root systems which show evidence of destroying public or private property is required. The removal of the root systems or any root pruning must be done so as to not irreparably damage the tree or create a safety hazard.
9) *Protective Barrier:* During site development, trees designated for preservation must be enclosed with protective barriers placed at the drip line of each tree or cluster of trees, or at least six feet from the trunk, whichever distance is greater. Additionally, no excess soil, fill, equipment, building materials, or debris may be deposited within the areas enclosed by these protective barriers.
10) Trees Damaged During Construction: The developer must have any trees damaged by construction repaired by a professional arborist in a manner acceptable to the town.
    a. Immediate Notification: The town manager or their designee must be notified immediately following any damage to trees caused by construction activities.
    b. Prompt Repair: Necessary repairs must be made promptly after damage occurs to prevent further deterioration of the damaged trees.
    c. Removal and Replacement: Trees deemed incapable of returning to a normal growth pattern by the town manager or their designee must be removed by the developer. These trees will be subject to replacement according to the provisions of this section.
    d. Equivalent Value Replacement: Any tree designated for preservation that is damaged by development activities in violation of this section (excluding bonded trees within a dripline encroachment plan) and subsequently dies must be replaced according to the tree replacement or removal requirements herein. The equivalent value or replacement for the dead tree may be calculated using ABH (Average Breast Height) instead of DBH (Diameter at Breast Height) as defined in this section.
11) *Sight distance <u>triangle</u>.* Trees, shrubs, hedges, and bushes shall not be maintained or allowed to exist in such a way that the plant material interferes with the sight distance <u>triangle</u> relative to vehicles or interferes with the passage of any vehicles along the town's roadways.

12) *Containers.* No plant materials shall be maintained or allowed to exist in nondecorative containers (i.e. plastic nursery pots).
13) *Pest or nuisance trees/shrubs.* On properties where a construction permit is issued, any "pest" or "nuisance" trees/shrubs (such as melaleuca, Brazilian pepper, Australian pine) must be removed.
14) *Town rights-of-way; utility easements.* Trees, shrubs or hardscape located within the town's right-of-way or utility easements, regardless of when such items were installed, shall be removed at the expense of the property owner upon the request or necessity of the town.
15) *Hurricane preparedness; restriction on placement of landscape debris*. Once an official "hurricane watch" is issued by the National Weather Service for an area which includes the town, no person shall place any yard waste including, but not limited to, vegetative clippings, trees, palm fronds, leaves, branches or any vegetative debris on any portion of public right-of-way or on private property, unless the property owner makes arrangement for a private hauler to pick-up such debris prior to the issuance of a "hurricane warning".
16) *Protection of electric power lines and overhead utilities.* Each person owning property within the town shall maintain and locate their landscaping so that at any point vegetative matter is no closer than five (5) feet from any energized electric transmission or electric service line.
    a. All newly installed vegetation that is in proximity to an overhead utility line shall comply with the plant selection and distance restrictions stipulated in the Florida Power and Light (FPL) publication "Plant the Right Tree in the Right Place," current revision, upon the issuance of any construction permit. Examples of trees that can cause conflict when planted near overhead power lines are: Australian pine, melaleuca, Brazilian pepper, tree bamboo, Schefflera and Ficus trees.
    b. Existing vegetation closer than five feet from energized electric transmission or electric service line shall trimmed to comply with these provisions within 90 days from the passage of this subsection.
    c. In the event that a property owner does not timely cause improperly installed vegetation to be trimmed or removed within seven days after having received a written notice from the town to do so, the town manager shall be authorized to arrange for town employees or contractors to perform such work. The town shall place a lien upon the property for the purpose of securing full reimbursement to the town for all costs incurred for said work and may record and enforce said lien to the fullest extent authorized by law.

**Sec. 24-16.15. - Enforcement and penalties.**

Failure to install or maintain landscaping in accordance with this chapter shall be deemed a violation of this Code.

1) Failure to plant, preserve, or maintain each individual tree shall be considered a separate violation. Each day that landscaping or individual trees are not installed or maintained as required shall be considered a continuing and separate violation.

a. Tree abuse is prohibited, and all trees must be pruned in accordance with the current ANSI A300 Standards. Actions such as hat-racking a tree, failing to install a tree protective barrier, or removing a tree without a permit are violations.
    i. Penalty: A fine of $500.00, in addition to replace the tree and/or palm.
    ii. Enforcement: Code enforcement will issue a written notice of violation, granting a ten (10) day period to obtain the necessary permit and achieve compliance.
b. Grass that exceeds 8 inches in height from the ground.
    i. Code enforcement will issue a written notice of violation with a seven (7) day period to achieve compliance. If the grass is not cut by the 8th day, the town will arrange for the service at the property owner's expense. Costs incurred by the town for cutting and removing high grass, weeds, accumulated trash, and rubbish will be charged to the property.
        1. First violation: $250.00
        2. Section violation: $500.00
        3. Third or subsequent violation $750.00
    ii. All charges will include labor, equipment, and administrative costs and will have the same effect as a lien on the property.
c. Landscape materials, including but not limited to tree branches, palm fronds, dead or diseased plants, and grass clippings, shall not be discarded in public rights-of-way, except as specified in Sections 9-22, 9-23, and 9-24.
    i. Code enforcement will issue a written notice of violation with a 24-hour period to achieve compliance. If the landscape materials are not removed, the town will arrange for the service at the property owner's expense.
        1. First violation: $100, plus labor
        2. Section violation: $300, plus labor
        3. Third or subsequent violation $500, plus labor
    ii. All charges will include labor, equipment, and administrative costs and will have the same effect as a lien on the property.
d. All other violation of this section, the code compliance officer shall issue a notice of violation, with fines in the amount of:
    i. First violation: $250.00
    ii. Second violation: $500.00
    iii. Third or subsequent violation: $1,000.00.
    iv. All charges will include labor, equipment, and administrative costs and will have the same effect as a lien on the property.

2) Funds generated by penalties imposed under this section shall be used by the Town for the administration, education and enforcement of the corresponding sections of Chapter 24, section 24-16, and to further water conservation, nonpoint pollution prevention activities, water quality improvements, and marine and coastal ecosystems enhancements that protect the town's water resources and Biscayne Bay.

3) All notices required by this Section shall be provided to the alleged violator by:

a. Certified mail to the address listed in the tax collector's office for tax notices or to the address listed in the county property appraiser's database. The town may also provide an additional notice to any other address it may find for the property owner. For property owned by a corporation, notices may be provided by certified mail to the registered agent of the corporation. If any notice sent by certified mail is not signed as received within 30 days after the postmarked date of mailing, notice may be provided by posting as described in subparagraphs (3)(a)(i), (3)(a)(ii) and (3(a)(iii); or
    i. Hand delivery by law enforcement officer, code compliance officer, or designated person from the town; or
    ii. Leaving the notice at the violator's usual place of residence with any person residing therein who is above 16 years of age and informing such person of the contents of the notice; or
    iii. In the case of commercial premises, leaving the notice with the manager or other person in charge.

b. The notice shall be in substantially the following form:

Courtesy Notice
Date: _____
File Number: _____
Property Address: _____

After a recent inspection of your property, we have observed a code violation(s) and we are asking you to please correct them on or before the [ date]. If you have any questions, please contact our office at 305-993-1786. Office hours are Monday thru Friday from 8:00 a.m. to 3:30 p.m. Failure to address this Notice will result in the issuance of a Notice of Violation. Notice of Violations not corrected within the time allotted will result in fines accruing daily.

The following code violations were observed:

Received a complaint regarding hedges growing over the swale.
Code: [ Provide the Section]
Violation: [Briefly describe the violation.]

Correction Action: [Specify required action, e.g., grass is cut to the appropriate height, landscape materials are properly disposed of, etc.]

Please be aware that a building permit may be required for some of the repairs noted above. Contact the Building Department (305) 993-1786 to inquire. Doing work without a permit is also a violation punishable by the Town Code.

Thank you in advance for your cooperation.

**Sec.24-16.16. - Property Liens and Remediation Procedures.**

The town shall hold a lien on the property for the amount due until it is paid, which will take priority over all other liens except taxes. If the lien remains unpaid for ninety (90) days, it may be foreclosed in the same manner as mortgage foreclosures.

1. Remediation of Violations
    a. If a property owner fails to remedy conditions in violation of this article within five (5) days of receiving notice, the Town shall proceed to correct such conditions through contracts, direct labor, or both.
    b. The costs incurred shall constitute a lien against the property thirty (30) days after the notice of completion is issued, with the same rights and penalties as special assessment liens.
    c. The total costs charged to the property owner shall not exceed the amount specified in the initial notice.
2. Payment of Liens. Liens for costs associated with clearing lots, parcels, or tracts of land found in violation of this article, along with any administrative fees, shall be due and payable thirty (30) days after the publication of the notice of completion. In instances where a petition is filed within this period, as provided in Section 34-60, and the Commission adjusts the lien amount, the revised lien shall become due thirty (30) days following the Commission's decision. Unpaid liens will be deemed delinquent after the due date and shall accrue interest at the rate of six percent (6%) per annum until they are sold at the next annual lien sale of the Town.
3. Preliminary Lien Log. Upon determining that specific properties are in violation of this article, the Finance Director shall maintain a preliminary lien log, which shall be open to public inspection. This log shall include the legal description of the property, estimated costs, and the date of notice.
4. Final Lien Log and Compliance.
    a. After receiving a completion report, the Finance Director shall maintain a final lien log that includes:
        i. The legal description of the property;
        ii. The name and address of the owner as recorded in county tax rolls;
        iii. The date the work was completed;
        iv. The actual costs incurred for remediation, including any administrative charges;
        v. Payment status and any other relevant information.
    b. If the property owner complies with the terms of this article, the lien shall be voided.
5. Statement of Costs and Public Notification. Upon completion of work performed by the Town, the City Manager shall execute and file a statement of costs and completion with the City Clerk. The City Clerk shall then publish a notice detailing the property description, the amount of work costs, the date of completion, and the fact that these costs constitute a lien against the property.

**AGENDA ITEM REPORT**
November 20, 2024

**ITEM NUMBER: 14.**

**ITEM: Consideration** and **Approval** of an ordinance on First Reading amending Section 12-21 of the Town Code regarding Definitions for Construction Activity. Enclosed are the Staff Memo and proposed ordinance.

**DESCRIPTION:**
On September 12, 2024, the Town Council approved updates to Sections 12-26 and 12-27 of the Town Code to regulate construction and landscaping activities more effectively. These updates established clear work hour restrictions, specific rules for different types of construction, and penalties for violations, including the issuance of "Stop Work Orders."

However, it was recognized that Section 12-21, which defines "Construction Activity," needed revision to better encompass all aspects of construction, especially the logistical component of material deliveries. The current definition focused mainly on physical construction tasks, such as demolition and excavation, but did not include the delivery of materials, which can impact noise, traffic, and safety.
The proposed revision to Section 12-21 would expand the definition of "Construction Activity" to include deliveries of materials and supplies. This change would:

- **Clarify the Scope** of construction activities, allowing for better oversight.
- **Streamline Enforcement** of regulations related to deliveries, including noise and traffic restrictions.
- **Enhance Compliance** by providing clear expectations for delivery times and conditions.
- **Improve Communication** between the Town and construction projects to prevent issues from escalating.

Overall, the update aims to improve the Town's ability to manage construction logistics and ensure better compliance with regulations.

Staff recommend that the Town Council approve the attached Ordinance amending Section 12-21 of the Town Code to expand the definition of "Construction Activity" to include deliveries. This update aims to clarify the scope of construction activities, streamline enforcement procedures, and improve compliance with regulations governing the construction, renovation, repair, alteration, or demolition of buildings and structures within the Town.

**RECOMMENDED ACTION:**
Council's Discretion

---

**FINANCIAL ANALYSIS:**
There is no fiscal impact.

**BUDGET IMPACT:**

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Submitted By: Lorrainia Belle, Town Planner

**ATTACHMENTS**

| | |
|---|---|
| 1. | Staff Memo for Council Agenda Items Construction Activity 1st reading |
| 2. | Chapter 12-21 Definitions 1st Reading |

# TOWN OF BAY HARBOR ISLANDS
# BUILDING, PLANNING AND ZONING DEPARTMENT
# MEMORANDUM

| | |
|---|---|
| **TO:** | Mayor and Town Council Members |
| **THRU:** | Jenice Rosado, ICMA-CM Town Manager |
| **CC:** | Joseph S. Geller, Esq., Consultant Town Attorney<br>Yvonne P. Hamilton, CMC, Town Clerk |
| **FROM:** | Lorrainia Belle<br>Town Planner |
| **DATE:** | November 20, 2024 |
| **SUBJECT:** | Town of Bay Harbor Islands – Amending the Town's Code of ordinances Section 12-21 to Include Deliveries in the Definition of Construction Activity |

## RECOMMENDATION

Staff recommend that the Town Council approve the attached Ordinance amending Section 12-21 of the Town Code to expand the definition of "Construction Activity" to include deliveries. This update aims to clarify the scope of construction activities, streamline enforcement procedures, and improve compliance with regulations governing the construction, renovation, repair, alteration, or demolition of buildings and structures within the Town.

## BACKGROUND

On September 12, 2024, the Town Council approved updates to Section 12-26 of the Town Code, which set clear parameters for permissible hours of construction and landscaping activities. These changes included restrictions on work hours, specific rules for each type of construction activity, and penalties for violations. Additionally, Section 12-27 was updated to introduce penalties for non-compliance, including the issuance of "Stop Work Orders" to address violations promptly.

While the updates to Section 12-26 and Section 12-27 improved the Town's ability to manage construction-related activities, it became evident that Section 12-21, which defines "Construction Activity," required revision to more comprehensively reflect the scope of such activities. Specifically, the definition did not fully encompass the logistical aspect of construction, such as the delivery of materials, supplies, or equipment to construction sites.

The existing definition of "Construction Activity" in Section 12-21 primarily focuses on physical work associated with construction, such as demolition, excavation, and building activities. However, it does not explicitly address the significant role that deliveries play in construction projects. These deliveries, while not part of the actual construction or demolition work, are integral to the process. They involve substantial movement of materials and supplies to the site, often during early or late hours, and can have an impact on noise levels, traffic, and safety in the surrounding areas.

The proposed revision of Section 12-21 seeks to include the delivery of materials and supplies within the definition of "Construction Activity." This change will:

Clarify the Scope of Construction Activities: By including deliveries in the definition, the Town will have a clearer understanding of all actions considered part of construction projects, improving oversight.

Streamline Enforcement: Expanding the definition will give the Town better tools for monitoring and enforcing regulations related to construction logistics, especially in terms of deliveries. It will allow for more consistent enforcement of restrictions related to delivery times, noise, and traffic impacts.

Enhance Compliance: By addressing deliveries explicitly in the Town Code, contractors, property owners, and delivery services will have clear expectations regarding permissible times and conditions for making deliveries, which will foster greater compliance with Town regulations.

Improve Communication: Including deliveries in the definition ensures better communication between the Town and construction projects, making it easier to identify and address potential issues before they escalate into larger problems.

## ANALYSIS

The inclusion of deliveries in the definition of "Construction Activity" will provide significant benefits in the administration and enforcement of construction-related regulations. Several factors have been considered in the analysis of this amendment:

1. **Community Impact**: Construction deliveries can generate considerable traffic, noise, and congestion, especially in residential areas. Including deliveries in the definition of construction activities allows for better oversight and ensures that deliveries are scheduled during permissible hours to minimize disturbance to residents.
2. **Consistency and Enforcement**: Currently, deliveries are often not regulated under the same guidelines as construction work, creating enforcement challenges. By explicitly including deliveries, the Town can establish consistent

rules regarding when and how deliveries may occur, thus enabling more effective enforcement of those rules.

3. **Legal and Regulatory Clarity**: The expansion of the definition clarifies any ambiguity regarding what constitutes construction activity, making it easier for developers, contractors, and residents to understand and comply with the regulations. This reduces the likelihood of unintentional violations and improves overall compliance.
4. **Operational Efficiency**: The change will streamline the construction permitting and inspection process, as it will be easier for Town staff to monitor all aspects of construction activity, including deliveries. This can lead to more efficient use of resources in managing construction projects and responding to concerns from residents.
5. **Potential Challenges**: One potential challenge is the enforcement of delivery time restrictions, particularly during high-volume construction periods. However, with added clarity in the definition, enforcement staff will be better equipped to address complaints, track deliveries, and hold contractors accountable for non-compliance.

## EXECUTE

To implement the proposed revisions effectively, the following steps will be taken:

1. **Public Notification and Communication**: Once the ordinance is approved, a public outreach program will be launched to inform contractors, construction firms, and residents about the updated definition and new regulations regarding deliveries. This will include notices on the Town's website, through social media channels, and via direct communications with local construction companies.
2. **Training for Staff and Enforcement Personnel**: Town staff, including those in code enforcement, permitting, and inspections, will be trained on the updated definition of "Construction Activity." This will ensure that all departments are aligned on the new regulations and can enforce them consistently across the Town.
3. **Update Permitting Processes**: The Town's construction permitting process will be updated to include a section specifically related to deliveries. Contractors and property owners applying for construction permits will be required to provide delivery schedules and any necessary mitigation plans for traffic or noise management.
4. **Enhanced Tracking of Deliveries**: A system will be implemented to monitor and track deliveries associated with construction projects. This may include requiring contractors to submit delivery schedules in advance, or using existing permit tracking software to flag construction sites with delivery-related restrictions.
5. **Community Engagement**: In addition to the public notification, the Town will offer a community feedback mechanism to allow residents to report issues related to construction deliveries, helping to identify and address potential violations or concerns in real time.

## CONCLUSION

The proposed amendment to Section 12-21 of the Town Code will provide a clearer and more comprehensive definition of "Construction Activity," incorporating deliveries as an essential component of construction projects. This revision will improve the Town's ability to enforce regulations, ensure compliance, and better manage construction activities within the community.

## FINANCIAL ANAYSIS

GL Line Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

## ATTACHMENTS

1st Draft Ordinance

**ORDINANCE NO. ---**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO NUISANCES OF CONSTRUCTION ACTIVITIES; AMENDING THE ARTICLE II OF CHAPTER 12 ENTITLED NOISE; AMENDING SECTION 12-21 ENTITLED DEFINITIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Town of Bay Harbor Islands originally adopted a Nuisance Code in 1951 regulating construction activities among other activities for the community; and

**WHEREAS,** the Town Council periodically studies various land development trends and issues, and considers strategies and design guidelines to encourage the proper re-development of lands within the Town, and amends its Codes accordingly; and

**WHEREAS,** after studying of the existing Code provisions, the Town Council finds that a need exists to modify the existing Code provisions; and

**Whereas,** the Town of Bay Harbor Islands recognizes the importance of updating and clarifying definitions related to construction activity to ensure effective regulation and enforcement of construction-related processes; and

**Whereas,** it is in the public interest to provide a clear, comprehensive, and consistent definition of construction activity that reflects modern construction practices and processes; and

**WHEREAS,** the Town Council held duly advertised public hearings to consider the proposed modifications to the Town's Building and Construction Code.

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

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

**Section 2:** That the Town of Bay Harbor Islands Code of Ordinances is hereby amended to modify Chapter 12 entitled "Nuisances" by amending Article II entitled "Noise", as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof

**Section 3:** That if any section, paragraph, sentence or word of this Ordinance or the

application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

**Section 4:** That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

**Section 5:** That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

**Section 6:** That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this 14th day of August 2024

PASSED on Second Reading this_ day of September 2024.

_____

JOSHUA D. FULLER

MAYOR

ATTEST:

_____

YVONNE P. HAMILTON,

CMC TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

GREENSPOON MARDER, LLP TOWN ATTORNEYS

BY: JOSEPH S. GELLER, ESQ.

## Exhibit "A"

## Amendments to the Town of Bay Harbor Islands Code of Ordinances

## Chapter 12 - NUISANCES

### ARTICLE II. - NOISE

**Sec. 12-21. Definitions.**

1. *Appliance* means any air conditioner, pool pump, clothes washer or clothes dryer in service within the town prior to the effective date of this section.
2. *Commercial landscaping* means the cutting or trimming of grass, trees, shrubs or other foliage by a business entity or individual other than the owner or resident of the property for a fee.
3. *Construction activity* means any activity associated with the construction, renovation, repair alteration or demolition of any building, structure or any part thereof. any work or operation associated with the planning, preparation, construction, alteration, or demolition of a building or structure, including but not limited to site preparation, excavation, grading, foundation work, structural work, installation of utilities, and exterior and interior building construction. "Construction activity" also includes any deliveries or transportation of materials, equipment, or supplies to the construction site, whether or not the delivery is related to ongoing work, provided that such deliveries are necessary for or incidental to the construction process.
4. *Noise* means any audible sound emanating from any source.
5. *Noise disturbance* means any sound in quantities which are or may be potentially harmful or injurious to human health or welfare, or which unnecessarily interferes with the enjoyment of life or property, including outdoor recreation, of a reasonable person with normal sensitivities. Noises measured at an A-weighted equivalent sound level (Leg) in excess of 65 decibels between the hours of 9:00 a.m. and 10:00 p.m. (daytime decibel levels) or in excess of 60 decibels between the hours of 10:00 p.m. and 9:00 a.m. (nighttime decibel levels), taken with a calibrated sound level meter at the location of the dwelling unit or premises of the complaining party shall be considered prima facie evidence of a violation of this article. If there is no complaining party, the measurement shall be taken at approximately 100 feet from the property from which the noise is emanating.
6. *Sound level meter* means an instrument which includes a microphone, amplifier, RMS detector, integrator or time averager, output meter and A-weighted sound level network with fast and slow integrating time constants used to measure sound pressure levels. The sound level meter shall be capable of measuring the A-weighted equivalent sound level (Leq) and maximum sound level. The period of time over which sound levels are measured shall reflect the nature of the sound.

(Ord. No. 938, § 3, 8-6-2012; Ord. No. 1061, § 1(Exh. A), § 1(Exh. A), 6-23-21)

**AGENDA ITEM REPORT**
November 20, 2024

**ITEM NUMBER: 15.**

**ITEM: Consideration** and **Approval** of a Resolution designating a weekday (Tuesday, Wednesday or Thursday prior to the election) for Early Voting, pursuant to Section 6-4 of the Town Code. Enclosed is the draft resolution.

**DESCRIPTION:**
Section 6-4 of the Town's Code of Ordinances authorizes early voting as follows;

1. Either Tuesday, Wednesday, or Thursday of the week prior to the election from 9:00 a.m. to 6:00 p.m.; the day to be selected by the Town Council by resolution, no later than 60 days prior to the date of the election.
2. The Saturday prior to the date of the election, from 9:00 a.m. to 6:00 p.m.
3. Early voting shall be held in the same location as regular voting.

The purpose of this item is to add a weekday with Saturday to provide for the two (2) days of Early Voting.

**RECOMMENDED ACTION:**
Council's Discretion

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**FINANCIAL ANALYSIS:**
FINANCIAL ANAYSIS

Funds are allocated in the FY 2025 Budget for this purpose. Early Voting cost is estimated at no more than $19,000.

GL Line-Item Number: 001.5125.400049.000

Total Amount Budgeted: $35,000

Encumbered Amount: 0

Balance Remaining: $35,000

**BUDGET IMPACT:**

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Submitted By: Yvonne Hamilton, Town Clerk

**ATTACHMENTS**

| | |
|---|---|
| 1. | Staff Memo - Early Voting |
| 2. | Resolution-Designating Weekday for Early Voting |

**TOWN OF BAY HARBOR ISLANDS**
**TOWN CLERK'S DEPARTMENT**
**MEMORANDUM**

| | |
|---|---|
| **TO:** | Mayor and Town Council Members |
| **CC:** | Jenice Rosado, ICMA-CM Town Manager<br>Joseph S. Geller, Esq., Greenspoon Marder LLP, Town Attorneys |
| **FROM:** | Yvonne P. Hamilton, CMC, Town Clerk |
| **DATE:** | November 20, 2024 Town Council Meeting Agenda |
| **SUBJECT:** | Selection of a weekday for Early Voting for the April 1, 2025 General Election |

## RECOMMENDATION

Staff recommends that the Town Council select a weekday for Early Voting for the Town of Bay Harbor Islands April 1, 2025, General Election.

## BACKGROUND / ANALYSIS

Section 6.4 of the Town's Code of Ordinances authorizes Early Voting for the town's elections, the Saturday prior to the date of the election from 9:00 a.m. to 6:00 p.m. and either Tuesday, Wednesday, or Thursday prior to the election.

The attached resolution is requesting the Town Council to select a weekday for voting.

## EXECUTE

The Town Clerk and the Miami-Dade Elections will coordinate Early Voting in accordance with the directives of the Town Council.

## FINANCIAL ANAYSIS

Funds are allocated in the FY 2025 Budget for this purpose. Early Voting cost is estimated at no more than $19,000.

GL Line-Item Number: 001.5125.400049.000

Total Amount Budgeted: $35,000

Encumbered Amount: 0

Balance Remaining: $35,000

**ATTACHMENTS**

1. Staff Memo
2. Draft Resolution

**RESOLUTION NO. _____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, DESIGNATING THE WEEKDAY FOR EARLY VOTING FOR THE APRIL 1, 2025 GENERAL ELECTION, PURSUANT TO SECTION 6-4 OF THE TOWN CODE; AUTHORIZING THE TOWN CLERK TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 100.3605, Florida Statutes allows municipalities to provide Early Voting in municipal elections that are not held in conjunction with County or State elections, and

**WHEREAS,** the Town Council of the Town of Bay Harbor Islands, Florida, determined it is in the best interest of the Town and its citizens to conduct Early Voting for the General Election to be held on April 1, 2025, plus all future elections; and

**WHEREAS**, at a Regular Meeting held on August 8, 2023 the Town Council adopted Ordinance No. 1087 authorizing Early Voting as follows:

A. Either Tuesday, Wednesday, or Thursday of the week prior to the election from 9:00 a.m. to 6:00 p.m.; the day to be selected by the Town Council by resolution, no later than 60 days prior to the date of the election.

B. The Saturday prior to the date of the election from 9:00 a.m. to 6:00 p.m.

C. Early voting shall be held in the same location as regular voting.

**WHEREAS**, the purpose of this Resolution is to select the weekday for Early Voting.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA.**

**Section 1.** The foregoing clauses are true and correct and adopted as the legislative and administrative findings of the Town Council and made a specific part of this Resolution.

**Section 2.** The Town Council hereby designates the _____ prior to the date of the election for Early Voting.

**Section 3.** The Town Clerk is authorized to do any and all things necessary things to carry out the aims of the Resolution.

**Section 4.** This Resolution shall become effective immediately upon approval.

**APPROVED AND ADOPTED** by the Town of Bay Harbor Islands at the regular meeting assembled this **20th day of November, 2024.**

By: _____
Joshua D. Fuller - Mayor

**ATTEST:**

_____
Yvonne P. Hamilton, CMC
Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFIENCY:**

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

**AGENDA ITEM REPORT**
November 20, 2024

**ITEM NUMBER: 17.**

**ITEM: Discussion** and **Possible** action regarding the License Agreements for Temporary Parking Space. Sponsored by Council Member Stephanie Bruder. Enclosed are the lease application documents.

**DESCRIPTION:**
The Town has historically entered into Parking Lease Agreements to allow buildings with no onsite parking to utilize Town right-of-way parking for residents of those buildings.

Pursuant to Section 23-25 of the Town Code of Ordinances, the Town Council is to determine the license fee for the right-of-way parking. A $20 per parking space fee is currently charged for the existing parking lease agreements. In order to consider modification of pricing for these lease agreements, the Town Council would first need to increase its license fee schedule. Additionally, to increase the parking lease license fee for a particular licensee, the Town would first have to terminate the existing parking lease license agreement and then enter into a new parking lease license agreement with the new parking lease license fee. The standard parking lease license agreement allows the Town to terminate upon giving 30 days advance written notice following a public hearing.

Currently, most of the Town's existing parking lease license agreements have auto-renewal provisions, so the Town will need to take affirmative action to terminate these agreements and modify the agreement as desired, in order to implement any needed changes for the lease agreements.

If the Town Council directs staff to bring forth changes in the parking lease license agreements, these lease agreements will not be renewed until the Council takes affirmative action to adopt proposed changes.

**RECOMMENDED ACTION:**
It is recommended that the Town Council consider changes to the license fee schedule for the Town's parking lease agreements in order to increase the fee per leased parking space.

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**FINANCIAL ANALYSIS:**
The current annual fee for parking lease per license agreement is **$20.**
There are **1,110** leased spaces that generate **$22,200** annually in revenue.
The suggested revised annual fee for parking lease license agreement is **$100** per space.
Increasing the fee in the lease agreements from **$20.00** to **$100** per space per year will generate an estimated additional revenue of **$88,800** per year.

**BUDGET IMPACT:**

Submitted By: Yvonne Hamilton, Town Clerk

**ATTACHMENTS**

| | |
|---|---|
| 1. | Staff Memo for Exclusive Parking Lease Agreements |
| 2. | Exclusive Parking Agreement -Sample |

# TOWN OF BAY HARBOR ISLANDS
# MEMORANDUM

| | |
|---|---|
| **TO:** | Mayor and Town Council Members |
| **FROM:** | Jenice Rosado, ICMA-CM Town Manager |
| **CC:** | Joseph S. Geller, Esq., Town Attorney<br>Yvonne P. Hamilton, CMC, Town Clerk |
| **DATE:** | November 20, 2024 |
| **SUBJECT:** | Exclusive Parking Lease Agreements |

## RECOMMENDATION

It is recommended that the Town Council consider changes to the license fee schedule for the Town's exclusive parking lease agreements in order to increase the fee per leased parking space.

## BACKGROUND / ANALYSIS

The Town has historically entered into Parking Lease Agreements to allow buildings with no onsite parking to utilize Town right-of-way parking for residents of those buildings.

Pursuant to Section 23-25 of the Town Code of Ordinances, the Town Council is to determine the license fee for the right-of-way parking. A $20 per parking space fee is currently charged for the existing parking lease agreements. In order to consider modification of pricing for these lease agreements, the Town Council would first need to increase its license fee schedule. Additionally, to increase the parking lease license fee for a particular licensee, the Town would first have to terminate the existing parking lease license agreement and then enter into a new parking lease license agreement with the new parking lease license fee. The standard parking lease license agreement allows the Town to terminate upon giving 30 days advance written notice following a public hearing.

Currently, most of the Town's existing parking lease license agreements have auto-renewal provisions, so the Town will need to take affirmative action to terminate these agreements and modify the agreement as desired, in order to implement any needed changes for the lease agreements.

## EXECUTE

If the Town Council directs staff to bring forth changes in the parking lease license agreements, these lease agreements will not be renewed until the Council takes affirmative action to adopt proposed changes.

## FINANCIAL ANALYSIS

The current annual fee of parking lease per license agreement is **$20.**
There are **1,110** leased spaces that generate **$22,200** annually in revenue.
The suggested revised annual fee for parking lease license agreement is **$100** per space per.
Increasing the fee in the lease agreements from **$20.00** to **$100** per space per year will generate an estimated additional revenue of **$88,800** per year.

## ATTACHMENTS

1. Staff Memo
2. Sample of an application for the Exclusive Parking agreement

# LICENSE AGREEMENT FOR TEMPORARY USE OF PARKING SPACE

A License Agreement for Temporary Use of Parking Space is an agreement with the Town of Bay Harbor Islands giving a property exclusive right to Town owned spaces, for the sole use of parking vehicles. On January 10, 2005, the Town Council adopted an ordinance amending Section 23-25 (Exclusive Right in Dedicated Areas) of the Town Code modifying the license agreement process. Under the terms of the agreement, the Town will be responsible for the maintenance of the on-street parking area, once a license agreement is entered into.

The cost of the License Agreement is $20.00 per parking space, per year. There is also a one-time application fee of $50.00. Anyone interested in a License Agreement will have to submit the following information to begin the approval process:

- Application Form
- Opinion of Title and Business Tax Receipt from the Town.
- An as built survey of the actual spaces presently in existence on site to be licensed (survey must be less than 5 years old).

You will need to submit these documents for staff review and approval. The entire process should take less than 30 days. When your application has been received, staff will contact you with the status. Please note that the area to be licensed must meet Town Code requirements prior to the issuance of the license.

If you have any further questions, or need additional information, please feel free to email Marlon Martinez at mmartinez@bayharborislands-fl.gov.

**Sincerely,**

*Jenice Rosado*

Jenice Rosado
Town Manager

# TOWN OF BAY HARBOR ISLANDS
# APPLICATION FOR TEMPORARY USE OF ON-STREET PARKING

Applicant: _____

Property Address: _____

Lot: _____ Block: _____ Number of Dwelling Units: _____

Property Owner's Name: _____

Manager/President: _____ Daytime Phone #: _____

Email Address: _____

Billing Address: _____

Address Line 2: _____

Primary Contact: _____

Daytime Phone#: _____ Evening Phone #: _____

Number of Existing Perpendicular Spaces (On-street) to be Licensed: _____

Number of Existing Parallel Spaces (On-street) to be Licensed: _____

Total Number of Off-street Spaces owned by the property: _____

Applicant's Name: _____

Applicant's Signature: _____

*This License Agreement, an Opinion of Title (if condominium - Condominium Resolution), Copy of original site plans and an As-built Survey of spaces to be licensed must be submitted with this application for staff review and Town Council consideration and approval. Please note that the area to be licensed must be up to Town Code prior to being submitted for approval (see attached). Staff will perform an inspection for confirmation.*

FOR OFFICE USE ONLY

YEAR BUILT:_____PKG REQUIRED:_____

**Application Fee: $50.00 (One-time fee)**
**License Fee: $20.00 per space per year**
**License Period: One (1) year**

# LICENSE AGREEMENT FOR TEMPORARY USE OF PARKING SPACE

**This License Agreement (hereinafter referred to as "License") is made effective as of the first day of _____, 20____, by and between the Town of Bay Harbor Islands (the "Town"), a municipal corporation ("Licensor") and ("Licensee").**

**W I T N E S S E T H:**

**WHEREAS**, Licensor is the Owner of rights-of-way within its municipal boundaries; and

**WHEREAS**, Licensee has requested and Licensor has agreed, to permit Licensee to use certain parking space within the Town's right-of-way;

**NOW THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements contained herein, Licensor and Licensee hereby agree as follows:

1. **GRANT**. Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, upon the terms and conditions hereinafter set forth, a license to use that certain parking spaces at _____, a copy of said parking area is attached hereto as Exhibit "A".

2. **TERM**. This License shall be for a term commencing on _____, 20___, and ending on September 30, 20___, unless sooner terminated as provided herein. Notwithstanding the foregoing, the License may terminate if the Licensee fails to adhere to the terms of the License, following a public hearing to be held by the Town Council. This License Agreement shall automatically be renewed from year to year upon payment of the license renewal fee unless terminated as otherwise provided in this Agreement.

3. **LICENSE FEE**. Simultaneously with the delivery of this License to Licensor, License shall pay to Licensor at the office of the Town Manager, an annual license fee of _____ dollars ($_____). The license fee shall be based on the number of parking spaces for each Licensee and shall be in accordance with the fees established from time to time by the Town Council. The License fee shall be prorated for any period of less than one year.

4. **CONDITIONS OF LICENSE**. The Town shall be solely responsible for the maintenance and upkeep for the licensed area.

5. **USE OF LICENSED SPACE**. Licensee shall occupy and use the Licensed Space during the term hereof for the parking of vehicles only. The Licensee shall be solely responsible for the assignment of individual parking spaces subject to this License Agreement. All enforcement, if any, of the violation of the utilization of the parking spaces shall be at the sole discretion of the Town and not of the Licensee or their assigns. Licensee shall not post any “Tow Away” signs and shall not have any unauthorized vehicles towed.

6. **CONDITION OF LICENSED SPACE**. Licensee acknowledges that the Licensor is responsible for all maintenance and repairs of the licensed space. Licensee shall not make or cause to be made any alterations, improvements, additions, changes or repairs in or to the licensed space (including, but not limited to, painting, stenciling, numbering and lettering). Licensee shall make every effort to keep the licensed space clean and free of debris. Licensor shall advise Licensee of any repairs, alterations, remodeling or improvement no later than 30 days prior to the commencement of such work. Upon notification, Licensee shall arrange to have licensed space cleared of all vehicles or other obstacles to allow licensor to complete work.

7. **RIGHT OF TERMINATION**. Notwithstanding anything contained herein, this License may be terminated on any date, by either party upon not less than thirty (30) days advance written notice. In the event this License is terminated by Licensor following a public hearing, Licensor shall refund a pro-rata amount of the license fee paid by the Licensee for the month in which the termination occurs. Licensor reserves the right to deduct from the license fees any costs of repair caused by the alteration of the Licensee and its assigns and agents.

8. **UTILITIES**. Licensor shall provide any utilities, maintenance or any other services to the Licensed Space.

9. **SURRENDER OF LICENSED SPACE**. Upon the expiration or early termination of this License whether by lapse of time or otherwise, Licensee shall surrender the Licensed Space, clean, in good order and condition, ordinary wear and tear excepted. All obligations of Licensee hereunder shall survive the expiration or sooner termination of this License.

10. **HOLDING OVER**. If Licensee fails to surrender the Licensed Space or any part thereof after the expiration or termination of this License Licensee shall pay Licensor all damages, consequential as well as direct, sustained by reason of such failure and Licensee shall pay legal costs incurred by Licensor by reason of Licensee's holding over.

11. **NOTICES**. All notices shall be in writing, and shall be deemed served in any of the following manners: (a) if to Licensor by delivering a copy to the Town Manager, and (b) if to Licensee by delivering a copy to the Premises.

12. **WAIVER OF CLAIMS**. Licensee releases Licensor and its agents, servants and employees from, and waives all claims for damages, to person or property sustained by Licensee or by any occupant of the Licensed Space, or by any other person resulting directly or indirectly, or in any way attributable to the use or occupancy of the Licensed Space except caused by and due to the gross negligence or willful misconduct of Licensor, its employees or agents.

13. **INDEMNITY AND INSURANCE**. Licensee agrees to hold Licensor, and its agents, servants and employees, harmless and to indemnify each of them against claims and liabilities, including reasonable attorney's fees, for injuries to all persons and damage to or theft or loss of property occurring in or about the Licensed Space caused by Licensee's negligence or willful misconduct. Licensee shall carry and keep in effect, at its expense, one or more policies of general public liability and property damage insurance with companies and coverages comparable to those provided for in the Lease.

14. **SUBORDINATION**. This license and the rights of Tenant hereunder shall be and are hereby made subject and subordinate to any Ground Lease, to the lien of any mortgage or deeds of trust now or hereafter existing against the Building, or any part of parts thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof and to all advances made or hereafter to be made upon security thereof.

15. **ENFORCEMENT**. In the event of any litigation between Licensee and Licensor to enforce any provision of this License or any right to either party hereto, the Licensee shall pay upon demand all Licensor's costs, charges and expenses, including, reasonable fees of counsel, agents and other by Licensor, incurred in enforcing Licensee's obligations, hereunder or incurred by Licensor in any litigation, negotiation or transaction in which Licensee causes Licensor to become involved.

16. **SUCCESSORS AND ASSIGNS**. The covenants and conditions herein contained shall apply to and bind the respective heirs, successors, executors, administrators and assigns of the parties hereto. The terms "Licensor" and "Licensee" shall include the successors and assigns of either party, whether immediate or remote.

**IN WITNESS WHEREOF**, the parties hereto have executed the License in a manner sufficient to bind them as of the day and year first above written.

**LICENSOR:**

THE TOWN OF BAY HARBOR ISLANDS
a Florida Municipal Corporation

WITNESS:

_____

Print Name: _____

_____

Print Name: _____

By: _____

Name: Jenice Rosado

Title: Town Manager

Date: _____

**LICENSEE:** _____

WITNESS:

_____

Print Name: _____

_____

Print Name: _____

By: _____

Name: _____

Title: _____

Date: _____

**PLEASE PROVIDE THE TOWN WITH THE NAMES OF THE THREE AUTHORIZED PERSON/S IN ADDITION TO THE MAIN CONTACT WHO ARE ALLOWED TO ENFORCE TO THE AGREEMENT.**

**1) Print Name:**_____**Phone:**_____

**2) Print Name:**_____**Phone:**_____

**3) Print Name:**_____**Phone:**_____

TELEPHONE NUMBERS AND FIRST AND LAST NAMES ARE REQUIRED.

**AGENDA ITEM REPORT**
November 20, 2024

**ITEM NUMBER: 18.**

**ITEM: Discussion** and **Possible** action on adopting a set of rules for members of the Town Council, specifically regarding meetings and debate procedures, in accordance with Section 2.07 of the Town Charter. Enclosed are information from Robert's Rules of Order and sample of procedures from City of Hallandale Beach and Lake Worth Beach.

**DESCRIPTION:**
Town Charter

Section 2.07. Meetings.
(a) Regular meetings of the Town Council shall be held not less than ten {10) times each fiscal year.
(b) Special meetings of the Council may be held upon written application of the Mayor or at least
two {2) Council Members.
(c) Rules and minutes. The Council shall, by resolution, determine its own rules of procedure and
order of business.

**RECOMMENDED ACTION:**

---

**FINANCIAL ANALYSIS:**
There is no fiscal impact.

**BUDGET IMPACT:**

---

Submitted By: Yvonne Hamilton, Town Clerk

**ATTACHMENTS**

| | |
|---|---|
| 1. | Section 2.07 - Town Charter |
| 2. | Robert's Rules of Order Online - Cheat Sheet |
| 3. | Roberts Rules of Procedures - Debate |
| 4. | City of Hallandale Beach Protocol Manual |

| | |
|---|---|
| 5. | Lake Worth Beach Rules of Procedures |

## Town Charter

## Section 2.07. Meetings.

(a) Regular meetings of the Town Council shall be held not less than ten (10) times each fiscal year.

(b) Special meetings of the Council may be held upon written application of the Mayor or at least two (2) Council Members.

(c) Rules and minutes. The Council shall, by resolution, determine its own rules of procedure and order of business.



May 9, 2023

# Robert's Rules of Order cheat sheet for nonprofits

Written by Toni Hoy

Robert's Rules of Order is a lengthy manual of parliamentary procedure that governs most boards of directors, which was first created in 1876 by Henry Martyn Robert as an adaptation of the rules and practices of Congress. With the latest versions of the manual totaling around 700 pages, a Robert's Rules of Order cheat sheet is useful for highlighting the most common processes used by today's boards.

To help simplify Robert's Rules of Order, we'll provide an overview of the following topics:

- The basics of Robert's Rules
- 6 categories of motions

- Steps for making a motion
- How to handle points of order
- Robert's Rules of Order cheat sheet
- Tips and reminders for board chairs

# What is Robert's Rules of Order, and what is it used for?

Robert's Rules is a framework that is comprised of a set of codes and rules of ethics that helps groups hold orderly meetings that allow the majority to rule while allowing minority voices to be heard.

There are four primary types of motions in Robert's Rules of Order:

1. Main motions
2. Subsidiary motions
3. Incidental motions
4. Renewal motions

Robert's Rules of Order for meetings is the general standard for how nonprofit boards, committees and other established groups govern discussions and decision-making. Most nonprofits and groups use Robert's Rules because it ensures order and creates a ripe environment for productivity.

**Parliamentary procedure**

A parliamentary procedure can be any set of rules and guidelines a group formally establishes to govern themselves, with Robert's Rules of Order being the most common type.

The goal of the parliamentary procedure is to set forth the order of discussions and ultimately get to a place where all group members can agree on what they want to accomplish or how to move forward. By using an established set of rules and guidelines, members of the group can reach a consensus in a respectful, collegial manner.

# Robert's Rules basics

New board members should learn the basics of Robert's Rules as soon as they join a board. Board members will use the basic rules for making decisions at most meetings.

Here is a general outline of the essential elements of Robert's Rules:

- **Motion** – A member makes a motion to propose an action or make a decision by saying, "I move to…". Another member must second the motion by saying, "I second the motion." Once someone seconds the motion, the group votes on the motion. It passes by a majority vote or a quorum depending on the rules in the bylaws.
- **Amend a motion** – Members use this process to change a motion and can do so by stating, "I move to amend the motion on the floor." Again, this motion must be seconded and voted upon.
- **Commit** – Members use this type of motion to transfer a motion to a committee. As with other types of motions, it must be seconded and voted upon. Once it moves to a committee, the committee presents a report on the committed motion at the next meeting.
- **Question** – Members say, "I call the question" to end a debate or discussion. The motion must be seconded and voted upon without further discussion. A call for the question requires a two-thirds majority vote to pass. At this point, the members must immediately vote on the motion on the floor.
- **Adjourn** – This refers to moving to end the meeting. A member would say, "I move to adjourn," and another member would second the motion. If the majority then votes to adjourn, the meeting is over.

If anything out of the ordinary comes up, board members can look up the rules during the meeting. When you store a copy of Robert's Rules in your board management system, it is quickly and easily accessible if there is a question on proper meeting protocols.

## Robert's Rules of Order cheat sheet

**We have updated the Robert's Rules of Order Cheat Sheet, available in a downloadable format here. Print or download this to keep at your fingertips for running even more effective board meetings.**

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# Robert's Rules of Order
## Cheat Sheet

| Action | What to Say | Can interrupt speaker? | Need a Second? | Can be Debated? | Can be Amended? | Votes Needed |
|---|---|---|---|---|---|---|
| Introduce main motion | *"I move to..."* | No | Yes | Yes | Yes | Majority |
| Amend a motion | *"I move to amend the motion by [I (add or strike words or both)"* | No | Yes | Yes | Yes | Majority |
| Move item to committee | *"I move that we refer the matter to committee."* | No | Yes | Yes | No | Majority |
| Postpone item | *"I move to postpone the matter until..."* | No | Yes | Yes | No | Majority |
| End debate | *"I move the previous question."* | No | Yes | Yes | No | Majority |
| Object to procedure | *"Point of order."* | Yes | No | No | No | Chair decision |
| Recess the meeting | *"I move that we recess until..."* | No | Yes | No | No | Majority |
| Adjourn the meeting | *"I move to adjourn the meeting."* | No | Yes | No | No | Majority |
| Request information | *"Point of information."* | Yes | No | No | No | No vote |
| Overrule the chair's ruling | *"I move to overrule the chair's ruling."* | Yes | Yes | Yes | No | Majority |

| Action | What to Say | Can interrupt speaker? | Need a Second? | Can be Debated? | Can be Amended? | Votes Needed |
|---|---|---|---|---|---|---|
| Extend the allotted time | *"I move to extend the time by ____ minutes."* | No | Yes | No | Yes | 2/3 |
| Enforce the rules or point out incorrect procedure | *"Point of order."* | Yes | No | No | No | No vote |
| Table a Motion | *"I move to table..."* | No | Yes | No | No | Majority |
| Verify voice vote with count | *"I call for a division."* | No | No | No | No | No vote |
| Object to considering some undiplomatic matter | *"I object to consideration of this matter..."* | Yes | No | No | No | 2/3 |
| Take up a previously tabled item | *"I move to take from the table..."* | No | Yes | No | No | Majority |
| Reconsider something already disposed of | *"I move to reconsider our action to..."* | Yes | Yes | Yes | Yes | Majority |
| Consider something out of its scheduled order | *"I move to suspend the rules and consider..."* | No | Yes | No | No | 2/3 |
| Close the meeting for executive session | *"I move to go into executive session."* | No | Yes | No | No | Majority |
| Personal preference - noise, room temperature, distractions | *"Point of privilege"* | Yes | No | No | No | No vote |

*A member may make a motion to reconsider something that was already disposed; however, the reconsidered motion may not be subsequently reconsidered. A motion to reconsider must be made during the same meeting and can extend to a meeting that lasts for more than one day.

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# Making a Motion

Board members must discuss one issue at a time to keep order in the boardroom. The board chair should only allow one person to speak at a time. Any member who wants to make a motion must request the floor —and be granted it — before speaking.

Robert's Rules classifies motions into the below categories.

### 6 categories of motions

1. **Main motion:** Introduces a new item
2. **Subsidiary motion:** Changes or affect how to handle a main motion (vote on this before the main motion)
3. **Privileged motion:** Brings up an urgent or essential matter unrelated to pending business
4. **Incidental motion:** Questions procedure of other motions
5. **Motion to table:** Kills a motion
6. **Motion to postpone:** Delays a vote (can reopen debate on the main motion)

You can read more about these motions here.

### Robert's Rules of Order motion steps

1. **Motion:** A member rises or raises a hand to signal the chairperson.
2. **Second:** Another member seconds the motion.
3. **Restate motion:** The chairperson restates the motion.
4. **Debate:** The members debate the motion.
5. **Vote:** The chairperson restates the motion, and then first asks for affirmative votes, and then negative votes.
6. **Announce the vote:** The chairperson announces the result of the vote and any instructions.

You can read more about the motions and how to use them in this article, "Robert's Rules of Order: Types of Motions".

**TIP!** If the board is in obvious agreement, the chairperson may save time by stating, "If there is no objection, we will adopt the motion to..." Then wait for any objections. Then say, "Hearing no objections, (state the motion) is adopted." And then state any instructions.

If a member objects, first ask for a debate, then vote, and then announce the vote.

## Points in Robert's Rules of Order

Certain situations need attention during the meeting, but they don't require a motion, second, debate, or voting. It's permissible to state a point during a meeting where the chairperson needs to handle a situation right away. Board members can declare a Point of Order, Point of Information, Point of Inquiry, or Point of Personal Privilege.

- **Point of Order:** A member draws attention to a breach of rules, improper procedure, breaching of established practices, etc.
- **Point of Information:** A member can ask for a point of information if they want more information on a motion. A point of information should not be used as a means for the person calling for a point of information to present information.
- **Point of Inquiry:** A member may use a point of inquiry to ask for clarification in a report to make better voting decisions.
- **Point of Personal Privilege:** A member may use a point of personal privilege to address the physical comfort of the setting such as temperature or noise. Members may also use it to address the accuracy of published reports or the accuracy of a member's conduct.

**Note: A member may make a motion to reconsider something that was already disposed of; however, the reconsidered motion may not be subsequently reconsidered. A motion to reconsider must be made during the same meeting and can extend to a meeting that lasts for more than one day.*

# Robert's Rules: Tips and reminders for chairpersons

Robert's Rules of Order was developed to ensure that meetings are fair, efficient, democratic and orderly. A skilled chairperson allows all members to voice their opinions in an orderly manner so that everyone in the meeting can hear and be heard. The following tips and reminders will help chairpersons run a successful and productive meeting without being run over or running over others.

- Follow the agenda to keep the group moving toward its goals.
- Let the group do its work — don't over-command.
- Control the flow of the meeting by recognizing members who ask to speak.
- Let all members speak once before allowing anyone to speak a second time.
- When discussions get off-track, gently guide the group back to the agenda.
- Model courtesy and respect and insist that others do the same.
- Help to develop the board's skills in the parliamentary procedure by properly using motions and points of order.
- Encourage members to present motions positively rather than negatively.
- Give each speaker your undivided attention.
- Keep an emotional pulse on the discussions.
- Allow a consensus to have the final authority of the group.

# Furthering your board's knowledge of Robert's Rules of Order

All board members should be familiar with Robert's Rules of Order, which they can find online and in bookstores, and this Robert's Rules of Order cheat sheet for 2023 is a handy resource for your board and all new members.

Now that we've covered the basics, a deeper understanding of Robert's Rules is essential. The next step is to learn how to handle abstentions for a more streamlined board procedure. In our article, the six reasons why nonprofit board members abstain, we discuss this topic in length.

Robert's Rules of Order for meetings is an informative and fascinating topic. The more board members learn about how to use Robert's Rules, the more effectively they will govern, and effective governance is the hallmark of a quality board.

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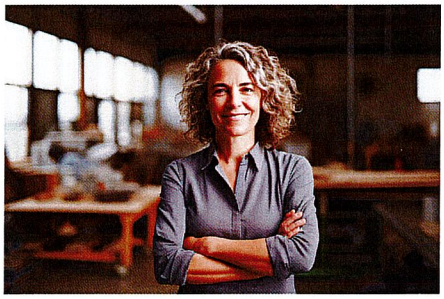
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**RESOLUTION NO. 25-2024 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE RULES OF PROCEDURE FOR LAKE WORTH BEACH CITY COMMISSION; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS,** in 2004, the City Commission adopted rules of procedure for City Commission meetings, which have been amended for a variety of reasons over time (see Resolutions 05-2004, 26-2006, 48-2007, 49-2007, 32-2008, 06-2009, 33-2009,04-2011, 14-2011, 05-2012, 17-2012, 09-2013, 56-2013, 59-2015, 26-2017, 46-2018, 25-2021, 08-2022, 81-2022 and 13-2023); and,

**WHEREAS,** the City Commission desires to amend its rules of procedure as reflected herein; and

**WHEREAS,** the City Commission finds the revisions to the City Commission's rules of procedure as set forth in this Resolution are necessary to maintain orderly conduct of all City Commission meetings and serve a valid public purpose.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, that:

**Section 1.** The foregoing recitals are hereby incorporated into this Resolution as true and correct statements.

**Section 2.** The City Commission's adopted Rules of Procedure for the Lake Worth Beach City Commission are amended as follows (added language is underlined and deleted language is struck-through):

RULES OF PROCEDURE
LAKE WORTH BEACH CITY COMMISSION

**RULE 1**
**SCHEDULING OF MEETINGS AND WORKSHOPS**

(1) Regular meetings of the City Commission shall be held on the first and third Tuesday of each month, in the Commission Chambers, at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida, and beginning at 6:00 P.M.

If a regular meeting date falls on a holiday, the meeting shall be held in the Commission Chambers, at City Hall as soon as reasonably possible following the holiday, beginning at 6:00 P.M.

The City Commission shall cancel not more than one regular meeting in any month.

(2) Utility meetings of the City Commission, which shall include matters regarding the City's Electric Utility and Water Utilities, shall be held on the last Tuesday of each month, in the Commission Chambers, at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida beginning at 6:00 P.M. If a Utility meeting date falls on a holiday or conflicts with the need for a regular or special meeting of the City Commission, the Utility meeting may be re-scheduled to another date ideally during the last week of the month or the Utility meeting may be cancelled. Utility matters may be heard at regular and special meetings of the City

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# Art. VII. Debate.

**42**. Debate
**43**. Decorum in Debate
**44**. Closing and Preventing Debate
**45**. Principles of Debate and Undebatable Motions

**42. Debate**. In **1-6** are explained the necessary steps preliminary to debate namely, that when no business is pending a member shall rise and address the chair by his title, and be recognized by the chair as having obtained the floor; and that the member shall then make a motion which, after being seconded, shall be stated by the chair, who shall then ask, "Are you ready for the question?" The question is then open to debate, as is partially explained in **7**, which should be read in connection with this section. No member shall speak more than twice during the same day to the same question (only once on an appeal), nor longer than ten minutes at one time, without leave of the assembly; and the question upon granting the leave shall be decided by a two-thirds vote without debate.[1] No member can speak a second time to a question as long as any member desires to speak who has not spoken to the question. If greater freedom is desired, the proper course is to go into committee of the whole, or to consider it informally, either of which requires only a majority vote; or to extend the limits of debate [**30**], which requires a two-thirds vote. So the debate, by a two-thirds vote, may be limited to any extent desired, as shown in **30**. The member upon whose motion the subject was brought before the assembly, is entitled to close the debate with a speech, if he has not previously exhausted his twenty minutes, but not until every one else wishing to speak has spoken. He cannot, however, avail himself of this privilege after debate has been closed.[2] An amendment, or any other motion, being offered, makes the real question before the assembly a different one, and, in regard to the right to debate, is treated as a new question. When an amendment is pending the debate must be confined to the merits of the amendment, unless it is of such a nature that its decision practically decides the main question. Merely asking a question, or making a suggestion, is not considered as speaking. The maker of a motion, though he can vote against it, cannot speak against his own motion. [To close the debate see**44**.]

The right of members to debate and, make motions cannot be cut off by the chair's putting a question to vote with such rapidity as to prevent the members getting the floor after the chair has inquired if the assembly is ready for the question. Even after the chair has announced the vote, if it is found that a member arose and addressed the chair with reasonable promptness after the chair asked, "Are you ready for the question?" he is then entitled to the floor, and the question is in exactly the same condition it was before it was put to vote. But if the chair gives ample opportunity for members to claim the floor before putting the question and they do not avail themselves of it, they cannot claim the right of debate after the voting has commenced.

---

1. The limit of time should vary to suit circumstances, but the limit of two speeches of ten minutes each will usually answer in ordinary assemblies and, when desirable, by a two-thirds vote it can be increased or diminished as shown in **30**. In the U. S. House of Representatives no member can speak more than once to the same question, nor longer than one hour. In the Senate there is no limit to the length of a speech and no senator can speak more than twice on the same day to the same question without leave of the Senate, which question is undebatable.

2. Formerly the member who reported a proposition from a committee was permitted to close the debate in the House after the previous question was ordered, provided he had not used all of his hour previously.

**43. Decorum in Debate**. In debate a member must confine himself to the question before the assembly, and avoid personalities. He cannot reflect upon any act of the assembly, unless he intends to conclude his remarks with a motion to rescind such action, or else while debating such a motion. In referring to another member, he should, as much as possible, avoid using his name, rather referring to him as "the member who spoke last," or in some other way describing him. The officers of the assembly should always be referred to by their official titles. It is not allowable to arraign the motives of a member, but the nature or consequences of a measure may be condemned in strong terms. It is not the man, but the measure, that is the subject of debate.

If one desires to ask a question of the member speaking, he should rise, and without waiting to be recognized, say, "Mr. Chairman, I should like to ask the gentleman a question." The chair then asks the speaker if he is willing to be interrupted, or the speaker may at once consent or decline, addressing, however, the chair, through whom the conversation must be carried on, as members cannot directly address one another in a deliberative

What You Need to Know

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assembly. If the speaker consents to the question, the time consumed by the interruption comes out of the time of the speaker.

If at any time the chairman rises to state a point of order, or give information, or otherwise speak, within his privilege, the member speaking must take his seat till the chairman has been heard first. When called to order by the chair the member must sit down until the question of order is decided. If his remarks are decided to be improper, he cannot proceed, if any one objects, without the leave of the assembly expressed by a vote, upon which question no debate is allowed.

Disorderly words should be taken down by the member who objects to them, or by the secretary, and then read to the member. If he denies them, the assembly shall decide by a vote whether they are his words or not. If a member cannot justify the words he used, and will not suitably apologize for using them, it is the duty of the assembly to act in the case. If the disorderly words are of a personal nature, after each party has been heard, and before the assembly proceeds to deliberate upon the case, both parties to the personality should retire, it being a general rule that no member should be present in the assembly when any matter relating to himself is under debate. It is not, however, necessary for the member objecting to the words to retire unless he is personally involved in the case. Disorderly words to the presiding officer, or in respect to the official acts of an officer, do not involve the officer so as to require him to retire. If any business has taken place since the member spoke, it is too late to take notice of any disorderly words he used.

During debate, and while the chairman is speaking, or the assembly is engaged in voting, no member is permitted to disturb the assembly by whispering, or walking across the floor, or in any other way.

---

**44. Closing Debate and Preventing Debate**. When the debate appears to the chairman to be finished, he should inquire, "Are you ready for the question?" If, after a reasonable pause, no one rises to claim the floor, the chair assumes that no member wishes to speak and, standing, proceeds to put the question. Debate is not closed by the chairman's rising and putting the question, as until both the affirmative and the negative are put, a member can rise and claim the floor, and reopen the debate or make a motion, provided he rises with reasonable promptness after the chair asks, "Are you ready for the question?" If the debate is resumed the question must be put again, both the affirmative and the negative. Should this privilege be abused by members not responding to the inquiry, "Are you ready for the question?" and intentionally waiting until the affirmative vote has been taken and then rising and reopening the debate, the chair should act as in case of dilatory motions [**40**], or any other attempt to obstruct business, and protect the assembly from annoyance. When a vote is taken a second time, as when a division is called for, debate cannot be resumed except by general consent.

If two-thirds of the assembly wish to close the debate without allowing all the time desired by others, they can do so by ordering either the previous question or the closing of the debate at a certain time; or they can limit the length of the speeches and allow each member to speak only once on each question, as fully explained in **29** and **30**. These motions require a two-thirds[1] vote, as they suspend the fundamental right of every member of a deliberative assembly to have every question fully discussed before it is finally disposed of. A majority vote may lay the question on the table and thus temporarily suspend the debate, but it can be resumed by taking the question from the table by a majority vote when no question is before the assembly [**35**], at a time when business of this class, or unfinished business, or new business, is in order. If it is desired to prevent any discussion of a subject, even by its introducer, the only way to do it is to object to the consideration of the question [**23**] before it is debated, or any subsidiary motion is stated. If the objection is sustained by a two-thirds vote, the question is thrown out for that session.

---

1. In the Senate not even two-thirds of the members can force a measure to its passage without allowing debate, the Senate rules not recognizing the above motions. In the House, where each speaker can occupy the floor one hour, any of these motions to cut off debate can be adopted by a mere majority, but practically they are not used until after some debate. Rule 27, §3, H.R., expressly provides that forty minutes twenty on each side, shall be allowed for debate whenever the previous question is ordered on a proposition on which there has been no debate, or when the rules are suspended. [See note to **22**.] In ordinary societies harmony is so essential that a two-thirds vote should be required to force the assembly to a final vote without allowing free debate.

---

**45. Principles of Debate and Undebatable Motions**. All main motions are debatable, and debate is allowed or prohibited on other motions in accordance with the following principles:

*(a) High privilege is, as a rule, incompatible with the right of debate of the privileged motion:* and, therefore, all highly privileged motions are undebatable, except those relating to the privileges of the assembly or a member. Questions of privilege [**19**] rarely arise, but when they do, they are likely to be so important that they must be allowed to interrupt business, and yet they cannot generally be acted upon intelligently without debate. and, therefore, they are debatable. The same is true of appeals from the decision of the chair which are debatable, unless they relate to indecorum, or to transgression of the rules of speaking, or to priority of business, or are

made while an undebatable question is pending; in which cases there is not sufficient need of debate to justify making them an exception to the rule, and therefore an appeal under any of these circumstances is undebatable.

*(b) Motions that have the effect of suspending a rule are not debatable.* Consequently motions to suppress, or to limit, or to extend the limits of, debate are undebatable, as they suspend the ordinary rules of debate.

*(c)* Appeals made after the previous question has been ordered are undebatable, as it would be manifestly improper to permit debate on them when the assembly by a two-thirds vote has closed debate on the pending question. So any order limiting debate on the pending question applies to questions arising while the order is in force.

*(d)* To Amend, or to Reconsider, an undebatable question is undebatable, whereas to amend, or to reconsider, a debatable question is debatable.

*(e) A Subsidiary Motion* [**12**] is debatable to just the extent that it interferes with the right of the assembly to take up the original question at its pleasure. *Illustrations*: To "Postpone Indefinitely" a question places it out of the power of the assembly to again take it up during that session, except by reconsideration, and consequently this motion allows of free debate, even involving the whole merits of the original question. To "Commit" a question only delays the discussion until the committee reports, when it is open to free debate, so it is only debatable as to the propriety of the commitment and as to the instructions, etc. To "Postpone to a Certain Time" prevents the consideration of the question till the specified time, except by a reconsideration or suspension of the rules, and therefore allows of limited debate upon the propriety of the postponement. To "Lay on the Table" leaves the question so that the assembly can consider it at any time that that question or that class of business is in order, and therefore to lay on the table should not be, and is not, debatable.

Because a motion is undebatable it does not follow that while it is pending the chair may not permit a question or an explanation. The distinction between debate and asking questions or making brief suggestions, should be kept clearly in mind, and when the latter will aid the assembly in transacting business, the chair should permit it before taking the vote on an undebatable question. He should, however, remain standing during the colloquy to show that he has the floor, and he should not allow any more delay in putting the question than he feels is helpful to the business.

The following lists of motions that open the main question to debate, and of those that are undebatable, are made in accordance with the above principles:

**Motions That Open the Main Question to Debate.**

| | |
|---|---|
| *Postpone Indefinitely* | **34** |
| *Reconsider a Debatable Question* | **36** |
| *Rescind* | **37** |
| *Ratify* | **39** |

**Undebatable Motions.**

| | |
|---|---|
| *Fix the Time to which to Adjourn* (when a privileged question) | **16** |
| *Adjourn* (when unqualified in an assembly that has provided for future meetings) | **17** |
| *Take a Recess* (when privileged) | **18** |
| *Call for the Orders of the Day,* and questions relating to priority of business | **20** |
| *Appeal* when made while an undebatable question is pending, or when simply relating to indecorum, or transgression of the rules of speaking, or to priority of business | **22** |
| *Suspension of the Rules* | **22** |
| *Objection to the Consideration of a Question* | **23** |
| *Incidental Motions,* except an Appeal as shown above in this list under Appeal | **13** |
| *Lay on the Table* | **28** |
| *Previous Question* [**29**] and *Motions to Close,* Limit, or Extend the Limits of Debate | **30** |
| *Amend an Undebatable Motion* | **33** |
| *Reconsider an Undebatable Motion* | **36** |




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# CITY OF HALLANDALE BEACH

# PROTOCOL MANUAL

Hallandale Beach
PROGRESS. INNOVATION. OPPORTUNITY.

APPROVED AS OF OCTOBER 6, 2021

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All keys to the City shall be requested through the City Commission and, once approved, placed on the next available agenda, or the designated agenda.

A Key to the City may be presented to any person who has performed an action or service beneficial to the City. When a Key to the City is given out, it is to be announced for public knowledge at the next Commission meeting under the Commission Communication portion of the agenda. A list of persons receiving a Key to the City shall be maintained by the City Clerk's Office.

## B. Titles and Powers of Mayor and Commissioners Associated with Broward, Florida and National League of Cities

A delegate and alternate to the Local, State and National League of Cities will be designated by the City Commission, as appropriate. The Mayor is the delegate to the United States Conference of Mayors. When action is required of the delegate, the matter shall be presented to the City Commission for direction prior to any vote cast by the delegate. A delegate may cast votes on procedural, administrative, or other matters regarding policy previously set by the commission without prior City Commission approval but must report action taken during Commissioner Communications at the subsequent City Commission meeting.

## C. Authority of Mayor and Vice Mayor as Acting Mayor

The Mayor serves as Chair and official presiding officer to conduct the business of the body. All inquiries as to points of order and questions shall be done through the Chair according to Roberts Rules of Order. A member of the commission may move to over-turn a ruling of the chair though Robert Rules of procedures of debate. The Vice Mayor has full authority as Acting Mayor in absence of the Mayor. (Refer to the City Charter Section 3.04)

## D. Attendance by Mayor or Commissioners and the City Manager at Events not hosted by City

Attendance at meetings/events/activities/seminars "Events" by **Mayor or Commissioners** where the **Mayor or Commissioners** is representing the City must be disclosed at the Communications section preceding the Event(s) which the Mayor or Commissioner plans to attend. If a budgetary expenditure for such attendance is necessary, the City Manager may approve it.

## E. Events Hosted by the City or for which any City Resources are

made, questions asked or follow up actions associated with directives are considered Action Requests, described more fully below.

### G. Mayor or Commissioners serving on other government Boards or Committees as a representative of the City

Mayor or Commissioners serving on other governmental boards and committees as a representative of the City, shall represent the City's interest, that is, the will of the majority of the Commission, when taking action on that Board or Committee.

### H. Disclosure of Authority to Speak for City Commission outside the City

The Mayor or Commissioner who speaks or provides written or e-mail communications pertaining to the City, to a commission, committee, group, agency or other entity or to any member, employee or agent of same, outside of the City, must state whether or not the comments or remarks are authorized (by vote or consensus) by the City Commission, and disclose to such commission, committee, group, agency or other entity or to any member, employee or agent of same that such representation was by a vote or consensus, or state whether or not he or she is communicating in their individual capacity, and if so, such Mayor or Commissioner shall inform the outside commission, committee, group, agency or other entity, or to any member, employee or agent of same, of the Commission's official position, if any. Any such written communications shall be provided to the City Manager. See paragraph 10 pertaining to communications within the City. For Land Use Plan Amendments, there shall be no advocacy by City Commissioners.

### I. Community Meetings Regarding Proposed Major Developments

Applicants/Developers shall hold community meetings regarding a proposed major development to obtain public comment prior to consideration before the Local Planning Agency (Planning and Zoning Board), as applicable, and the City Commission. Mayor and Commissioners are observers and shall not seek to influence the public pertaining to the developer's presentation. The notification process for such meetings is described in the City's Code. Mayor and Commissioners are required to provide due process to applicants and should not speak in a "personal" capacity in these meetings.

### J. Authority to Testify at a Quasi-Judicial Public Hearing

Unless contacted by the Mayor or a Commissioner, lobbyists shall cease all contact and communication with the City Commission within the period of time as stated in the lobbying provisions of the City Code

### N. Mayor or Commissioner Public Records Requests

The Mayor or Commissioners are entitled to make public records requests pursuant to Florida Statutes Chapter 119 in the manner and subject to all restrictions applicable to any member of the public. Public records requests are distinguished from requests for information as described below, even if a request for information involves the provision of relevant records. Requests for information are not subject to the provisions of public records laws. However, requests for information (CR) involving **primarily** the provision of records will be treated as a public records request if more than one hour is required to respond to the request.

The Mayor or Commissioners electing to make a public records request must pay all costs associated with the request pursuant to the City's public records policy. City funds may not be utilized to pay for the costs associated with a public records request. The costs for public records requests made by any individual commissioner may be waived by a majority vote of the Commission.

### O. Attendance by Phone at Commission Meetings

Attendance by phone is not permitted for Quasi-Judicial items.

## 3. CITY COMMISSION/CITY MANAGER RELATIONS

### A. Employment of the City Manager

The City Commission directly employs two (2) individuals with the City, the City Manager and the City Attorney. In accordance with the City Manager form of Government, all communications regarding day-to-day operation of the City must be with the City Manager who is delegated by the City Charter to manage the day-to-day operations of the organization.

### B. Directing and Obtaining Information from Administration

There are three methods by which the City Commission may obtain information or request follow up action from the City Administration. The distinction is whether a motion was passed to direct the City Manager. The three methods of obtaining information or action from the City

informational requests. Informational CRs may not require more than an hour of staff time to prepare. Requests requiring more than an hour of staff time to respond must be approved by majority vote of the commission. CR's requiring primarily the production of records will be treated as public records requests.

### C. Attendance at City Manager or Departmental Staff Meetings

Neither the Mayor nor any Commissioner shall attend a City Manager or departmental staff meeting without prior concurrence from the City Manager. The City Commission shall be notified of each instance in which a commissioner has been approved to attend a City Manager or departmental staff meeting.

### D. Customer Concerns

All customer concerns (CCs) are to be referred to the City Manager's office and a response will be made within a reasonable time in accordance with the Administrative Policy governing customer concerns.

### E. Special Events

The City Manager and City Commission must be made aware of all meetings scheduled in City facilities, including meetings involving other cities and/or outside groups.

The City Manager will advise City Commission of Special Events approved by the City Manager. These meetings and Special Events will be included on the Commission Calendar as directed by the Commission.

### F. Dismissal or Suspension of Employees Under Criminal Circumstances

The City Manager shall report to the City Commission any employees who have been dismissed or suspended under criminal circumstances and follow up actions taken.

### G. Notification of Settlement Agreements

The Commission shall be notified either by memorandum from the City Manager or notified at the next available City Commission meeting when a settlement agreement within the City Manager and City Attorney's

### B. Litigation and Disclosure of Information

Matters in litigation or when litigation is reasonably foreseeable require confidentiality and shall not be discussed other than in executive session, unless otherwise absolutely necessary.

### C. Reports

The City Attorney shall provide a periodic report to the Commission regarding the status of cases, notice of retainer of outside counsel for litigation, and a report on the work performed by the office upon request of any member of the Commission.

## 5. CITY COMMISSION/STAFF RELATIONS

### A. Initiation of Staff Actions/Interference with Administration

In accordance with the City Charter, the Commission may initiate staff actions and requests for information only through the City Manager, meaning the request must be made to the City Manager and the City Manager determines if staff is necessary to fulfill the request. The Mayor and Members of the Commission shall not give orders to any officer or employee.

Attendance at meetings by staff, including Commission meetings, is controlled by the City Manager.

### B. Commission Investigations and Inquiries

In accordance with Section 3.07(3) of the City Charter, the Mayor or individual Commissioners may make inquiries and obtain answers to questions from staff, provided work is not interrupted. The response to the question shall be readily available to staff and the timeframe for verbally responding to the Mayor or Commissioner shall not exceed ten (10) minutes. The Mayor or a Commissioner may ask and request information on materials that exist but cannot generate a new report without following the same policy as Commission Requests (CRs) or Action Requests (ARs) to the City Manager.

The Mayor or a Commissioner may not ask and request information from staff regarding topics which are not part of that staff person's authorized work. Authorized work is activity approved or permitted by the City Manager/City Attorney or designee. Inquiries into matters other than authorized work constitute interference with administration prohibited by

The device will be checked by the city to ensure the safety, decency, network security and compatibility with the City's electronic equipment.

7. Those not able to attend a meeting may submit comments electronically up to two (2) hours prior to the start of meeting; E-comments will not be read into the record by the City clerk but will be forwarded to Commissioners. Any Commissioner desiring to read emails or e-comments into the record will have three (3) minutes to do so, or may note that the comment was received by the City Clerk and is being placed on the record.

## C. Prohibiting Commission Meetings on Holidays and Election Days

Commission meetings shall not be scheduled on holidays, including on the evening before significant holidays. If a Commission meeting falls on an Election Day, it shall be scheduled the following day.

## D. Limit on Deliberation and Communications

As indicated in Robert's Rules, the Mayor or an individual Commissioner may speak only twice on each item and only for a maximum of 10 minutes each time. Points of Clarification or Points of Order shall be limited only to asking of the question for clarification. This provision is not applicable to Quasi-judicial items and may be waived for other items by vote of a majority of the Commissioners present.

## E. Reconsideration of Items

Unless otherwise directed by Florida Statute or City Code, any member of the Commission may make a Motion to Reconsider an item at the next regular City Commission meeting following the original vote on the item. This provision does not apply to quasi-judicial items. A Motion to Reconsider that is approved by a majority of the Commissioners present shall place the item on the next City Commission agenda, or an agenda as designated by a majority of the City Commission, as if there had been no previous vote. No vote to reconsider can be approved by fewer than the number of Commissioners that previously prevailed on the item (e.g. if three commissioners previously voted YES on the item, at least three commissioners must approve the motion to reconsider the item, even if only three commissioners are present the meeting at which reconsideration is moved).

## F. Meeting Minutes

Items determined to not be directly related to city business as described above must be mentioned during a Regular or Special meeting of the City Commission during the Commissioner's Communications portion of the meeting in order to gain approval by motion to direct staff to conduct the research or prepare the requested item.

This requirement does not apply to items specifically relating to state or federal policy or legislation.

## 7. SPECIAL MEETINGS ISSUES

### A. Calling Special Meetings

Special Meetings of the City Commission may be held at any time on call of the Mayor or any three (3) Members of the Commission. Whenever practicable, there shall be no less than seventy-two (72) hours notice to each Member and the public, unless there are extenuating circumstances.

### B. Executive Sessions

#### I. Collective Bargaining

Pursuant to the City's Charter, the City Manager is responsible for the Administration and all affairs of the City and supervision of departments. As the chief negotiator in labor relation matters, and in accordance with Florida Statutes Section 447.605, the City Manager, may request that the Commission meet in private to consider negotiations related to collective bargaining. The meeting time and place shall be as mutually agreed upon by the City Manager and the City Commission.

No member of the City Commission shall disclose to any person, orally or in writing, any information learned, or matters discussed at the executive session.

Due to the highly confidential and sensitive nature of matters discussed during Executive Sessions, notes taken by all persons in attendance at Executive Sessions and documentation and materials distributed at such Sessions shall be privileged, given to the City Attorney at the conclusion of the Executive Session, and shall be kept by the City Clerk in a confidential file until the privacy of the Executive Session privilege no longer applies due to the signing and approval of a collective bargaining agreement.

#### II. Litigation

Executive Sessions are called by the City Attorney when

Commission agenda. The City Manager/City Attorney shall determine whether a Commissioner requested item must first be approved by the Commission based on the amount of staff time involved.

Items determined to require extensive staff research time must be mentioned during a Regular or Special meeting of the City Commission during the Commissioner's Communications portion of the meeting in order to gain approval by motion to direct staff to conduct the research or complete the requested task. The timing of the placement of these items on a subsequent agenda will be at the determination of the City Manager and the City Attorney.

### B. Consent Agenda

The City Commission Agenda may include a "Consent Agenda" where items are non-controversial matters as determined by the City Manager including, but not limited to, approval of bids for previously budgeted expenditures, grants not requiring a match and approval of minutes. Grants requiring a match may be placed on Consent Agenda at the City Manager's discretion.

The "Consent Agenda" may be voted on in its entirety via voice vote; however, during time prescribed on the City Commission Agenda, any member of the Commission may request an item be removed from the Consent Agenda in which case, that item shall be separately discussed and voted upon.

### C. Supplemental Agenda Items

Only emergency, time sensitive or urgent items should be offered by the City Manager or by individual Commissioners for inclusion on a Supplemental Agenda. An item shall require the affirmative vote of three (3) members of the City Commission to be considered as a Supplemental Agenda.

### D. Reports

Where a report relating to City business shall be presented a copy of the report shall be given to the Mayor and each Commissioner in addition to the copies provided by staff. PowerPoint presentations shall be provided to the City Commission, within forty-eight (48) hours of any meeting when a PowerPoint presentation will be presented, if a person comes to a meeting with a PowerPoint presentation and the City staff does not know of it, the City Commission shall have the discretion to determine whether

### B. Code of Conduct for Boards and Committee Members

Members of Boards and Committees are expected to maintain the rules of Decorum when conducting meetings. Further, members are required to abide by City policies governing the conduct of volunteers, including anti-discrimination and harassment policies. Communications to City employees or to others using City resources or under color of official City office, shall not contain material of any vulgar, sexual or sexually suggestive nature, disparage in any way, any racial, ethnic, religious, gender, or sexual orientation, violate guidelines or laws relating to copyright or intellectual property rights, or contain any physically threatening language directed to any person. Members violating this provision are subject to removal.

### C. Resignations/Terminations of Advisory Board and Committee Members

Resignations/Terminations of members of Advisory Boards and Committees shall be provided to the City Commission and records maintained by the City Clerk.

## 11. COMMISSION CODE OF CONDUCT

### A. Inappropriate Behavior

Mayor and Commissioners shall refrain from insulting or making personal attacks, including attacks on family members, on fellow Commissioners and shall refrain from belittling or attacking staff members.

### B. E-mail and Other Communications

Mayor and Commissioners' communications to City employees or to others using City resources or under color of official City office, shall not contain material of any vulgar, sexual or sexually suggestive nature, disparage in any way, any racial, ethnic, religious, gender, or sexual orientation, violate guidelines or laws relating to copyright or intellectual property rights, or contain any physically threatening language directed to any person.

### C. Campaign Free Zones

The Mayor or a Commissioner shall not use City staff, property, offices or facilities to further or deter the candidacy of any candidate for public office including but not limited to the Office of City Commissioner nor engage in

Meeting may abstain from voting in regard to any matter, ruling or act, except when there appears to be a possible conflict of interest under the provisions of the Florida Statutes Section 112.3143 or Section 286.012, Florida Statutes, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143. In such case, the Member must comply with the disclosure requirements of the Statute and shall make such personal interest known in the record of minutes of the meeting. A member of the City Commission having a Conflict of Interest with an item on the agenda must disclose this conflict and then leave the Commission Chambers during discussion and vote on the item. Any member present at the meeting but absent from the dais during a vote, upon his/her return to the dais, will be required to record their vote or the reason for his/her abstention as noted above.

### H. Removal from Commission Meetings in the City, City Commission Public Meetings, Meetings of Boards or Committees, collectively "Meetings."

All persons, including members of the Commission, are subject to removal pursuant to the provisions of Decorum as more specifically described in the City Code.

## 13. AMENDMENT AND ENFORCEMENT OF PROTOCOL MANUAL

### A. Modifications to the Protocol Manual

The Protocol Manual may be amended by motion subject to the approval of a majority of all members of the Commission. Amendments will be reflected in the minutes and incorporated by the City Clerk in an edition marked as revised. A listing of the dates of all approved revisions shall be maintained within the protocol manual.

### B. Enforcement of Protocol Manual

Any violations of the Protocol Manual shall be presented by a Motion for Censure to the City Commission setting forth the facts of the alleged violation, and if seconded, the Motion shall be heard at the following Commission meeting. At the following meeting, the censure proceedings shall be conducted as a quasi-judicial meeting. The Mayor or Commissioner who allegedly violated the Protocol Manual shall be given an opportunity to speak. For approval of a Motion to Censure, a super-majority of the Commission must determine that there is sufficient evidence to a finding that the Mayor or Commissioner intentionally violated the Protocol Manual. If the motion for Censure is approved, the Mayor or

Last Revision approved by Commission on October 6, 2021.

Previous Revisions:
April 21, 2021
May 1, 2019
November 6, 2013

**RESOLUTION NO. 25-2024 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE RULES OF PROCEDURE FOR LAKE WORTH BEACH CITY COMMISSION; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS,** in 2004, the City Commission adopted rules of procedure for City Commission meetings, which have been amended for a variety of reasons over time (*see* Resolutions 05-2004, 26-2006, 48-2007, 49-2007, 32-2008, 06-2009, 33-2009,04-2011, 14-2011, 05-2012, 17-2012, 09-2013, 56-2013, 59-2015, 26-2017, 46-2018, 25-2021, 08-2022, 81-2022 and 13-2023); and,

**WHEREAS,** the City Commission desires to amend its rules of procedure as reflected herein; and

**WHEREAS,** the City Commission finds the revisions to the City Commission's rules of procedure as set forth in this Resolution are necessary to maintain orderly conduct of all City Commission meetings and serve a valid public purpose.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, that:

**Section 1.** The foregoing recitals are hereby incorporated into this Resolution as true and correct statements.

**Section 2.** The City Commission's adopted Rules of Procedure for the Lake Worth Beach City Commission are amended as follows (added language is underlined and deleted language is struck-through):

RULES OF PROCEDURE
LAKE WORTH BEACH CITY COMMISSION

## RULE 1
## SCHEDULING OF MEETINGS AND WORKSHOPS

(1) Regular meetings of the City Commission shall be held on the first and third Tuesday of each month, in the Commission Chambers, at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida, and beginning at 6:00 P.M.

If a regular meeting date falls on a holiday, the meeting shall be held in the Commission Chambers, at City Hall as soon as reasonably possible following the holiday, beginning at 6:00 P.M.

The City Commission shall cancel not more than one regular meeting in any month.

(2) Utility meetings of the City Commission, which shall include matters regarding the City's Electric Utility and Water Utilities, shall be held on the last Tuesday of each month, in the Commission Chambers, at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida beginning at 6:00 P.M. If a Utility meeting date falls on a holiday or conflicts with the need for a regular or special meeting of the City Commission, the Utility meeting may be re-scheduled to another date ideally during the last week of the month or the Utility meeting

may be cancelled. Utility matters may be heard at regular and special meetings of the City Commission. Except as set forth herein, the Utility meetings shall follow the same format, procedure and have the same rules of procedure as a regular meeting of the City Commission.

(3) A special meeting of the City Commission to canvass ballots shall be held as required by the City Charter. Other special meetings may be called by a majority of the members of the City Commission or by the Mayor. Notice of special meetings shall be given to each Commissioner[1] and to the public at least twenty-four (24) hours in advance except for emergency meetings. If the Mayor or a member of the Commission is absent from the City or otherwise beyond reach of actual notice, failure to give such notice shall not prevent the convening of the special meeting. The City Commission may act on any matter presented at the special meeting unless prohibited by the City Charter or by rules established by the City Commission_and public participation shall occur consistent with these Rules and applicable law. Special meetings shall be held in the Commission Chambers or Commission Meeting Room at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida, or at such other location within the City as may be designated in the notice of the special meeting, beginning at a time to be specified in the notice of the special meeting.

(4) Workshops of the City Commission may be called by a majority of the members of the City Commission or by the Mayor, and any matter may be discussed or studied at a workshop. Any matter discussed by the City Commission for thirty (30) minutes shall be moved to a workshop unless this requirement is waived by a majority vote. No official action of the City Commission shall be taken at a workshop and no public participation shall occur. All workshops shall end at 10:00 P.M. At 10:00 P.M., the City Commission shall cease further discussion on the business on the table and, upon a majority consensus of the City Commission present, determine whether to (1) adjourn the meeting; or (2) extend the meeting and continue to conduct the meeting until 11:00 PM. All meetings shall adjourn automatically at 11:00 PM.

(5) "Town Halls" may be held by the City Commission on a bi-annual basis to be held in each district of the City on a rotating basis, with even districts in even years and odd districts in odd years. Notice of such meetings shall be posted no less than 14 days before each meeting. No official action shall be taken at these meetings which will last for two (2) hours.

(6) All regular and special meetings shall end at 10:00 P.M. At 10:00 P.M. the City Commission shall cease further discussion on the business on the table and, upon a majority vote of the City Commission present, determine whether to (1) adjourn the meeting; or (2) extend the meeting and continue to conduct the meeting until 11:00 PM. All meetings shall adjourn automatically at 11:00 PM.

Rule 1 is exempt from the provisions of Rule 11 Amendment or Waiver of Rules and shall not be waived, except where such waiver is expressly permitted in paragraph (4) of Rule 1 (regarding the 30 minute limitation on discussions) and shall only be amended by resolution.

## RULE 2
## QUORUM

A majority of the City Commission shall constitute a quorum; a smaller number may adjourn a meeting or recess a meeting to a time certain. No ordinance, resolution, or motion shall be adopted except by the affirmative vote of at least three members of the City Commission.

## RULE 3
## MEMBER PARTICIPATION BY TELEPHONE CONFERENCE

(1) Up to two (2) members of the City Commission, who are physically absent due to extraordinary circumstances, may participate through electronic means in a City Commission workshop or meeting and vote in a meeting if a quorum of the Commission is physically present at the meeting or workshop location.

(2) Pre-agenda Workshops may be conducted via Zoom.

## RULE 4
## DUTIES AND RESPONSIBILITIES OF THE "CHAIR"

(1) The Mayor shall be the presiding officer of the City Commission and shall be referred to as the "Chair" when sitting in that capacity. In case of the absence or the disability of the Mayor, the Vice Mayor shall assume the responsibilities of the presiding officer, and if both are absent or disabled, the Vice Mayor Pro Tem shall preside.

(2) The Chair shall preserve order. The Chair may call to order any member of the Commission and any member of the public who shall violate any of these rules or otherwise disrupt the orderly proceeding of the meeting. The Chair shall decide all questions of order subject to a majority vote on an appeal of the decision.

(3) The Chair shall recognize all Commissioners who seek the floor while entitled to do so.

(4) The Chair may make or second a motion after passing the gavel to the Vice Mayor or Vice Mayor Pro Tem.

## RULE 5
## ORDER OF BUSINESS

(1) The order of business for a regular meeting shall ordinarily be:

1. Roll Call
2. Invocation or Moment of Silence
3. Pledge of Allegiance
4. Agenda-Additions/Deletions/Reordering
5. Presentations
6. Public Participation on Non-Agendaed Items and Consent Agenda
7. Approval of Minutes
8. Consent Agenda
9. Public Hearings
10. Unfinished Business
11. New Business
12. Commission Liaison Reports and Comments
13. City Manager's Report
14. City Attorney's Report
15. Upcoming meetings and workshops
16. Adjournment

(2) The order of business may be revised by a majority vote.

(3) Except for matters advertised for public hearing, any matter may be removed from an agenda by the person who placed it on the agenda or by a majority vote.

(4) When a matter comes before the Commission that directly affects one election district, the Commissioner from that district shall have the privilege of both expressing his or her views and making a motion on that matter first.

(5) The Invocation or Moment of Silence shall be offered by the Mayor or a member of the Commission on a rotating basis. The Mayor or Commissioner whose turn it is to deliver the invocation or moment of silence may designate another individual to deliver the invocation on their behalf. Any individual who delivers the invocation shall not denigrate nonbelievers or religious minorities, threaten damnation, or preach conversion. Any individual who delivers the invocation is encouraged to be respectful in tone.

## RULE 6
## DEBATE OF MOTIONS; VOTING

(1) When debating or discussing a motion, a Commissioner shall address the Chair and await recognition before speaking. The Commissioner making a motion is entitled to the floor first for debate. No Commissioner is entitled to the floor a second time on the same motion as long as any other Commissioner who has not spoken on the issue desires the floor.

(2) Motions and amendments can be withdrawn or modified by the maker at any time prior to the Chair's stating the question on the motion; after that time, the permission of the Commission majority must be obtained. The Chair cannot close debate as long as any member who has not exhausted his right to debate desires the floor.

(3) Members of the public are permitted to participate upon opening of the floor for public comment by the Chair during Public Participation on Non-Agendaed Items and Consent Agenda (No. 8 above) and during each item of Public Hearing (No. 9 above), Unfinished Business (No. 10 above), and New Business (No. 11 above). The time shall be limited to three (3) minutes per public participant for Public Participation on Non-Agendaed Items and Consent Agenda (No. 8 above). The time shall be limited to two (2) minutes per public participant on all issues of Public Hearing (No. 9 above), Unfinished Business (No. 10 above), and New Business (No. 11 above). During a public hearing, the presentations shall be limited to ten minutes each but the time may be extended to permit questioning. Online comments will be posted on the website upon submission and approval by the City Clerk's office for compliance with Rule 14; online comments will not be read at the meetings. There is no comment on Presentations.

(4) A member of the audience who speaks to the City Commission may be questioned for additional information, but Commissioners shall not engage in debate with a member of the audience. Members of the audience may ask questions but may not compel a Commissioner, the City Manager, or the City Attorney to answer questions during a meeting.

(5) The Chair shall restate all motions before the vote is taken.

(6) A tie vote shall constitute a continuance of the item to the next regular meeting, but upon a tie vote on the same item at the next meeting, the item shall not be rescheduled except upon the request of the City Manager, the City Attorney, the Mayor or a Commissioner.

(7) The failure of a motion stated in the negative shall not be deemed an affirmative action. For example, the failure of a motion to deny shall not constitute an approval.

(8) During a presentation, the presenter shall have ten minutes to make his or her presentation, but the time may be extended to permit questioning of the presenter.

## RULE 7
## NON-DEBATABLE MOTIONS

The following motions are not debatable:

To adjourn;
To lay on the table;
To take from the table;
To divide a question;
To close or re-open nominations;
To take a recess;
A point of information;
An appeal of a decision of the Chair;
The previous question.

## RULE 8
## RECONSIDERATION

Any member of the Commission may move to reconsider any action of the Commission provided that new relevant information is presented to the Commission and the motion be made by the next regular Commission meeting. No motion to reconsider shall be made more than once on any subject or matter.

## RULE 9
## COMMISSION MINUTES

Copies of the minutes of the regular meetings shall be furnished, when possible, at least five days prior to the next regular meeting. Such minutes shall stand confirmed at the regular meeting of the Commission without the reading thereof in open meeting unless some inaccuracy or error is pointed out by some member of the Commission present, and in such event, an appropriate correction shall be made. No member shall suggest to the City Clerk any revision in minutes of meetings before the same shall have been submitted to the full Commission for approval, unless specifically requested by the Clerk to make clarification. The minutes shall be Action Minutes with a time stamp for each item corresponding to the video recording.

## RULE 10
## ADOPTION OF ROBERT'S RULES OF ORDER

Robert's Rules of Order, Newly Revised, are adopted as the rules of procedure of the City Commission, but such Rules shall not take precedence over any provision of Florida law, the City Charter, an ordinance or resolution of the City, or these rules, which shall govern in the event of conflict. A failure to comply with Robert's Rules of Order or these rules shall not affect the validity of any action taken by the City Commission.

## RULE 11
## AMENDMENT OR WAIVER OF RULES

These rules of procedure may be amended or waived by a majority vote, provided that no such amendment shall conflict with any applicable provision of Florida law, the City Charter, or an ordinance of the City.

## RULE 12
## AGENDA PROCEDURES

(1) Matters may be placed on the agenda by City staff, the City Attorney or by consensus of the Commission in adherence with the agenda submission deadlines. Should the commission delete an item from the agenda or not reach consensus to add a matter to an agenda, the item or matter may not be placed on an agenda nor be requested to be placed on an agenda again for six months.

(2) Matters may be placed under Presentations by City staff or by consensus of the Commission in adherence with the agenda submission deadlines. Subject matter is limited to current or future city related business.

(3) Agenda submittal deadline: The deadline for submitting items for inclusion on an agenda shall be no later than 12:00 PM on Friday of the week prior to the deadline for distributing the final agenda.

(4) Agenda distribution deadline: The deadline for distributing a final agenda with supporting documents shall be no later than Friday, two (2) weeks prior to a regularly scheduled City Commission meeting.

For all special or workshop City Commission meetings, the agendas with supporting documents will be distributed consistent with the timeframe referenced above.

(5) Amendment to agenda: There shall be no additions to a distributed City Commission agenda unless the matter is deemed to be an emergency.

In the case of an emergency, a City Commissioner requesting an addition to the distributed City Commission agenda must do so in writing, provide written justification for the emergency within the narrative of an agenda memorandum, and include supporting backup material to the City Manager no later than 4:00 PM the Friday before a regularly scheduled Commission meeting. The written justification and supporting backup material shall be submitted to the City Commission prior to the regularly scheduled Commission meeting.

At the beginning of the City Commission meeting, the City Commission shall review the emergency and, at its discretion, determine whether it will accept, review and take action on the addition requested. Should the commission decline to add an item as an emergency addition to the agenda, the item may not be requested to be added as either an emergency addition or as a regular item for six months.

## RULE 13

Intentionally deleted and reserved for future consideration.

## RULE 14
## DECORUM FOR CITIZEN PARTICIPATION

In support of and respect for an open, fair and informed decision-making process, the City Commission and Administration recognize that:

(1) Civil, respectful and courteous discourse and behavior are conducive to the democratic and harmonious airing of concerns and decision making; and

(2) Un-civil discourse and/or discourteous and inappropriate behavior have a negative impact on the character and productivity of the decision-making process.

In an effort to preserve the intent of open government and maintain a positive environment for citizen input and Commission decision-making, the following Rules of Decorum for Citizen Participation have been established.

Compliance with these rules is expected and appreciated. The Rules of Decorum for Citizen Participation will be referenced in the agenda. A written list of the Rules of Decorum for Citizen Participation will also be printed and mounted upon the walls of the Commission Chamber and Conference Room and referenced on comment cards utilized in the Commission Chamber.

(1) Speakers will conduct themselves in a civil and respectful manner at all times.

(2) Speakers will address the Chair.

(3) Speakers will state their names and addresses for the record at the beginning of their comments.

(4) Questions to Commission members or City staff will be facilitated by the Chair.

(5) Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individuals(s) to whom the words are addressed or other language that is disruptive to the orderly and fair progress of discussion at the meeting.

(6) Members of the audience shall refrain from making comments of a personal nature regarding others.

(7) Name-calling and/or obscenity is forbidden.

(8) Shouting, yelling or screaming is forbidden.

(9) Commission Workshop or Public Hearing attendees (audience) will refrain from commenting, shouting, booing, clapping, stomping feet or other inappropriate and/or disruptive behavior. Brief clapping is permissible at the end of a speaker's comments.

It is the intent of the Commission to maintain order and enforce the Rules of Decorum for Citizen Participation for all meetings. Disregard of these rules will be met with the following consequences:

(1) The Chair will identify out loud the out-of-compliance behavior and request for the behavior to stop;

(2) The Chair will ask the speaker to have a seat if he/she continues to disrupt the meeting;

(3) If the speaker refuses to have a seat, the Chair will recess the meeting; and

(4) Will instruct a law enforcement officer to instruct the speaker to stop the disruptive conduct and escort the speaker out of the meeting venue.

**Section 3.** All resolutions in conflict herewith are hereby repealed.

**Section 4.** This resolution shall become effective upon its adoption.

The passage of this resolution was moved by Commissioner seconded by Commissioner, and upon being put to a vote, the vote was as follows:

Mayor Betty Resch
Vice Mayor Sarah Malega
Commissioner Christopher McVoy
Commissioner Mimi May
Commissioner Reinaldo Diaz

The Mayor thereupon declared this resolution duly passed and adopted on this _____ day of _____, 2024.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

_____
Melissa Ann Coyne, MMC, City Clerk

**AGENDA ITEM REPORT**
November 20, 2024

**ITEM NUMBER: 19.**

**ITEM: Discussion** regarding Council Member Teri DiAmico's presentation on schematic design for the new Town Hall, Police Station, and the Parking Garage. Sponsored by Council Member Teri D'Amico.

**DESCRIPTION:**
Council Member D'Amico has proposed a schematic design for the new Town Hall Building.

**RECOMMENDED ACTION:**

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**FINANCIAL ANALYSIS:**

**BUDGET IMPACT:**

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Submitted By: Yvonne Hamilton, Town Clerk

**ATTACHMENTS**
None