

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**

May 14, 2025
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, May 14, 2025, 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/85069302516>
Meeting ID: 850 693 02516

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: 850 693 02516
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: At approximately 7:00 p.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

SPECIAL PRESENTATION:

1. Abeer Ibrahim, Pre-K Teacher - Rookie Teacher of the Year - Ruth K. Broad K-8 Center - Sponsored by Council Member Molly Diallo
2. Alyson Somers- Kindergarten Inclusion Teacher - Teacher of the Year - Ruth K. Broad K-8 Center – Sponsored by Council Member Molly Diallo

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

COUNCIL REPORTS:

PUBLIC COMMENT

Speakers are allowed three (3) minutes and up to no more than five (5) minutes at the discretion of the presiding officer to speak on any items on the agenda only during the Public Comment portion of the meeting. Speakers may apportion their time during Public Comment to various agenda items however they wish. Any person who wishes to speak during a public hearing may be heard for no more than two (2) minutes during each public hearing or ordinance on second reading. *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 five (5) 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 a Resolution approving Budget Amendment No. 3 to the Fiscal Year 2025 Budget to appropriate \$70,000 of the \$204,000 Children's Trust expansion grant award for continuing after school programming and summer camp. The remaining funds will be allocated in the Fiscal Year 2025-2026 Budget. Enclosed are the Staff Memo, draft resolution, and supporting documents. (Town Manager)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING BUDGET AMENDMENT NO. 3 TO THE FISCAL YEAR 2025 BUDGET TO APPROPRIATE \$70,000 GRANT EXPANSION AWARD FROM THE CHILDREN'S TRUST TO FUND THE CONTINUATION OF THE AFTERSCHOOL PROGRAMMING AND SUMMER CAMP; PROVIDING FOR INCORPORATION OF RECITALS AND AN EFFECTIVE DATE.

4. **Consideration and Approval** of a Contract Award in the amount of \$871,000 to C&I Construction and Design, Inc. to replace Sewer Ejector Station A with a Submersible Pump Station. Enclosed are the Staff Memo, Bid information, and supporting documents. (Town Manager)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AWARDED A CONTRACT TO C&I CONSTRUCTION AND DESIGN INC. IN THE AMOUNT OF \$871,000 TO REPLACE EJECTOR STATION WITH SUBMERSIBLE PUMPS. PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE.

5. **Consideration and Approval** of a Resolution approving an employment agreement with Town Manager Lindsley Noel. Enclosed are the proposed agreement and draft Resolution. Sponsored by Vice Mayor Stephanie Bruder, Council Member Joshua Fuller, and Council Member Robert Yaffe.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT WITH TOWN MANAGER LINDSLEY NOEL; PROVIDING FOR INCORPORATION OF RECITALS; AUTHORIZING EXECUTION OF THE AGREEMENT, AUTHORIZING EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE.

6. **Consideration and Approval** of a payment to Compligrowth Solutions in an amount not to exceed \$80,000 for consultant services for police department accreditation. (Town Manager)
7. **Consideration and Approval** of a Resolution ratifying the appointment of Jeniffer Viscarra, Esq. as Special Magistrate to conduct Administrative Hearings on Code Violations for the Town of Bay Harbor Islands, pursuant to Section 5¾-3 of the Town Code; and approval of a proposed agreement for such services. Enclosed are the proposed agreement and draft resolution. (Town Manager)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPOINTING A SPECIAL MAGISTRATE; PROVIDING FOR INCORPORATION OF RECITALS AND SETTING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Approve

POLL VOTE

ORDINANCES ON SECOND READING:

8. **Consideration and Approval** of an Ordinance on Second Reading amending Chapter 17 of the Sign Code, by retitling Section 17-2 from Indoor Signs to Indoor Signs and Window Signs and amending Section 17-20(t) relating to building identification signs. Enclosed are the Staff Memo and the proposed Ordinance. Sponsored by Vice Mayor Stephanie Bruder.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO WINDOW SIGNS; AMENDING ARTICLE I OF CHAPTER 17 ENTITLED SIGNS; RETITLING SECTION 17-21 FROM "INDOOR SIGNS" TO "INDOOR SIGNS AND WINDOW SIGNS"; 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:

9. **Consideration** and **Approval** of an Ordinance on First Reading amending Section 23-11 of the Town Code of Ordinances defining mechanical equipment, prohibiting such equipment on the exterior wall of the second floor of any building, and requiring these equipment to be clearly identified and shown during the site plan review process. Enclosed are the Staff Memo and proposed Ordinance. Sponsored by Council Member Robert Yaffe

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S ZONING AND PLANNING CODE BY AMENDING SECTION 23-11 ENTITLED "LAND DEVELOPMENT REGULATIONS" TO PROHIBIT MECHANICAL EQUIPMENT ON SECOND FLOOR EXTERIOR WALLS AND REQUIRING ALL SUCH EQUIPMENT TO BE CLEARLY IDENTIFIED DURING THE SITE PLAN REVIEW PROCESS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

10. **Consideration** and **Approval** of an ordinance on First Reading amending Section 23-12 of the Town Code entitled "General Provisions" by revising Section 23-12(26) to add tennis court dimensional standards and padel ball to the outdoor recreational game court facilities allowed in the Town, modifying fencing regulations and providing for noise mitigation to accommodate this sport. Sponsored by Vice Mayor Stephanie Bruder and Council member Joshua D. Fuller. Enclosed is the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S ZONING AND PLANNING CODE BY AMENDING SECTION 23-12 ENTITLED GENERAL PROVISIONS; AMENDING SECTION 23-12(26) RELATED TO OUTDOOR RECREATIONAL GAME COURT FACILITIES TO CLARIFY AND EXPAND THE TYPES OF GAME COURT FACILITIES ALLOWED AND TO MODIFY FENCING ALLOWANCES; 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:

11. **Discussion** and **Possible** action regarding the License Agreements for Temporary Parking Space. Enclosed are the lease application documents. Sponsored by Vice Mayor Stephanie Bruder.

12. **Discussion** regarding Town Council appointments to various committees and project liaison along with their roles. Sponsored by Council Member Teri D'Amico

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

DISCUSSION ITEMS:

13. **Discussion** and **Possible** action regarding the redesign of the 92nd Street Park to include a basketball court. Sponsored by Vice Mayor Stephanie Bruder
14. **Discussion** and **Possible** action regarding an agreement with Momentum Group for the art festival. Sponsored by Council Member Joshua Fuller.
15. **Discussion** and **possible** action on setting fixed opening and closing hours for the 92nd Street and 98th Street dog parks, 6:00 a.m. to 9:00 p.m. Sponsored by Council Member Teri D'Amico
16. **Discussion** and **Possible** action regarding rearrangement of the 95th Street tennis court to accommodate both pickle ball and tennis. 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

May 14, 2025

ITEM NUMBER: 1.

ITEM: Abeer Ibrahim, Pre-K Teacher - Rookie Teacher of the Year - Ruth K. Broad K-8 Center
- Sponsored by Council Member Molly Diallo

DESCRIPTION:

I am deeply honored and grateful to be nominated for this award. I extend my sincere appreciation to my colleagues, the administration, and my dedicated students, and to my community whose collective efforts have made this recognition possible. I am proud to be a member of the Bobcats Family and value the collaborative spirit that enables us to cultivate a positive and enriching learning environment.

My background includes being born and raised in Egypt, I am the mother of two children, a fifth-grade son and a third-grade daughter, both students at Ruth K, and I hold a Bachelor degree of Science and Social Work, I also study early child education. This is my second year as a teacher, a path that began with my experience as a paraprofessional in a Pre-K classroom. It was during that time that I developed an appreciation for this foundational grade level, I was thrilled at the chance to become a teacher and eagerly took on the role.

I am passionate about the field of early childhood education, firmly believing in the significant impact of early intervention. As educators, we hold a crucial responsibility in laying the groundwork for future academic success, ensuring students are well-prepared for upcoming grade level and beyond. Just as nurturing the proper conditions – good soil, water, sunlight, and air – allows a seed to flourish into a beautiful flower, so too does a positive learning environment, guided by dedicated teachers, enable students to thrive.

My primary goal is to establish a safe, nurturing, and environment that encourages learning. where every child can achieve their full academic and social potential. I firmly believe that a strong partnership between home and school has an impact on student success. By working together, we can foster a supportive and positive learning community for all our students.

RECOMMENDED ACTION:

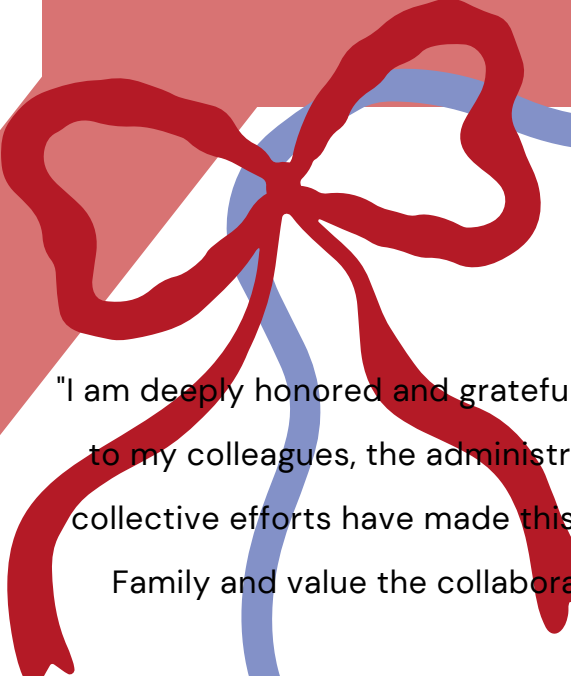
FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	BIO Letter_Abeer Ibrahim
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Abeer Ibrahim

PRE-K TEACHER

"I am deeply honored and grateful to be nominated for this award. I extend my sincere appreciation to my colleagues, the administration, and my dedicated students, and to my community whose collective efforts have made this recognition possible. I am proud to be a member of the Bobcats Family and value the collaborative spirit that enables us to cultivate a positive and enriching learning environment.

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My primary goal is to establish a safe, nurturing, and environment that encourages learning. where every child can achieve their full academic and social potential. I firmly believe that a strong partnership between home and school has an impact on student success. By working together, we can foster a supportive and positive learning community for all our students.

Thank you all for your support.

we always say Once a Bobcat, always a Bobcat."

Together we can make change



AGENDA ITEM REPORT

May 14, 2025

ITEM NUMBER: 2.

ITEM: Alyson Somers- Kindergarten Inclusion Teacher - Teacher of the Year - Ruth K. Broad K-8 Center – Sponsored by Council Member Molly Diallo

DESCRIPTION:

Reflecting on my journey as an educator, three pivotal experiences stand out: my early childhood, my college years, and my early twenties. Each has profoundly shaped my teaching philosophy and commitment to making a difference in the lives of my students.

I was born in Westchester County, New York, where I had the privilege of being educated by passionate teachers who inspired me to love learning. Their kindness and dedication left a lasting impression, and I often returned to visit them during my college years. This nurturing environment ignited my desire to become a teacher, fueling my ambition to create a classroom where students feel valued and inspired to embrace the joy of learning, especially when it comes to reading.

During college, a transformative assignment required me to research my family tree and interview my parents. While I knew my parents' story of emigration from Jamaica, I was less familiar with my grandparents' experiences. My mother often shared her father's struggles—an orphan and a sugar cane farmer who never had the opportunity to attend school. His dedication to my mother's education fueled my desire to become the educator he never had, committed to providing my students with the opportunities they deserve.

My early twenties were filled with enriching experiences that broadened my perspective. I taught in a rural village in Madagascar for a summer, immersing myself in the realities of limited resources. Later, I moved to a small town in Ko-chang, South Korea, where I taught and experienced life as an immigrant. These experiences deepened my understanding of diverse learning environments and equipped me with the tools to meet the unique needs of my students. As I became a mother during this time, I was further inspired to become the teacher I would want for my own child.

Upon returning to Miami, I chose to work in a high-needs Title I school, believing in the power of education to effect real change. Over 14 years, I served as the Early Childhood Department Chair, where I developed a field trip initiative that allowed students to explore beyond their neighborhoods, expanding their horizons. My efforts led to my recruitment by the University of Florida's Ready Schools Miami Teacher Leadership for School Reform Initiative, where I presented impactful workshops and earned an advanced degree. My passion for literacy propelled me to become a Literacy Coach, a role I embraced for three years before joining Ruth K. Broad Bay Harbor K-8 Center.

Now in my eighth year as a proud Bobcat, I am the kindergarten Inclusion class teacher and department chair. My dedication to mentorship shines through as I have initiated a book giveaway program, facilitated professional development for colleagues, and organized parent technology training sessions. Each contribution reflects my commitment to creating a supportive learning community that empowers both students and families.

Every day, I draw on my childhood memories to connect with my students. I remember the excitement of discovery and strive to replicate that joy in my classroom. I think of my grandfather, who needed a compassionate teacher to help him realize his potential, and I use that inspiration to support every student, regardless of their challenges. As a parent, I understand the hopes we all have for our children, and I carry forward the compassion, professionalism, and dedication that my son's teachers provided to me.

I am honored to be considered for the Teacher of the Year nomination. My commitment to fostering a love for learning, coupled with my diverse experiences and unwavering dedication to my students, drives me to create a classroom where every child feels valued and inspired.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

There is no financial impact for this recognition.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Teacher of the Year Bio Alyson Somers
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Alyson Somers- Kindergarten Inclusion Teacher

Teacher of the Year 2024-2025 Biography

Reflecting on my journey as an educator, three pivotal experiences stand out: my early childhood, my college years, and my early twenties. Each has profoundly shaped my teaching philosophy and commitment to making a difference in the lives of my students.

I was born in Westchester County, New York, where I had the privilege of being educated by passionate teachers who inspired me to love learning. Their kindness and dedication left a lasting impression, and I often returned to visit them during my college years. This nurturing environment ignited my desire to become a teacher, fueling my ambition to create a classroom where students feel valued and inspired to embrace the joy of learning, especially when it comes to reading.

During college, a transformative assignment required me to research my family tree and interview my parents. While I knew my parents' story of emigration from Jamaica, I was less familiar with my grandparents' experiences. My mother often shared her father's struggles—an orphan and a sugar cane farmer who never had the opportunity to attend school. His dedication to my mother's education fueled my desire to become the educator he never had, committed to providing my students with the opportunities they deserve.

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Upon returning to Miami, I chose to work in a high-needs Title I school, believing in the power of education to effect real change. Over 14 years, I served as the Early Childhood Department Chair, where I developed a field trip initiative that allowed students to explore beyond their neighborhoods, expanding their horizons. My efforts led to my recruitment by

the University of Florida's Ready Schools Miami Teacher Leadership for School Reform Initiative, where I presented impactful workshops and earned an advanced degree. My passion for literacy propelled me to become a Literacy Coach, a role I embraced for three years before joining Ruth K. Broad Bay Harbor K-8 Center.

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Every day, I draw on my childhood memories to connect with my students. I remember the excitement of discovery and strive to replicate that joy in my classroom. I think of my grandfather, who needed a compassionate teacher to help him realize his potential, and I use that inspiration to support every student, regardless of their challenges. As a parent, I understand the hopes we all have for our children, and I carry forward the compassion, professionalism, and dedication that my son's teachers provided to me.

I am honored to be considered for the Teacher of the Year nomination. My commitment to fostering a love for learning, coupled with my diverse experiences and unwavering dedication to my students, drives me to create a classroom where every child feels valued and inspired.

Thank you for your time and consideration.

AGENDA ITEM REPORT

May 14, 2025

ITEM NUMBER: 3.

ITEM: Consideration and Approval of a Resolution approving Budget Amendment No. 3 to the Fiscal Year 2025 Budget to appropriate \$70,000 of the \$204,000 Children's Trust expansion grant award for continuing after school programming and summer camp. The remaining funds will be allocated in the Fiscal Year 2025-2026 Budget. Enclosed are the Staff Memo, draft resolution, and supporting documents. (Town Manager)

DESCRIPTION:

The Town of Bay Harbor Island's Bright Paths Youth Development Program has received a grant award in the amount of \$204,000 from The Children's Trust, in addition to its current grant, for immediate program expansion. Expansion includes a total of 110 children (grades Kindergarten through 8th Grade) for the after-school program.

A budget amendment is necessary to allocate the \$70,000 to fund the continuation of after-school programming and Summer Camp. This expansion will allow the program to serve an additional 45 children.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

Approval is requested for an expansion grant award and corresponding budget amendment to increase grant revenue by \$70,000, with a matching increase in expenditures. This funding will support the continuation and expansion of after-school programming and summer camp activities.

A completed Budget Amendment form, including detailed general ledger line items, is attached.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	STAFF MEMO -TCT Program Expansion
2.	Resolution - Budget Amendment #3-\$70,000 Children's Trust Grant Award
3.	TCT-Budget Amendment FY 2025 for Program Expansion
4.	Budget Amendment Form-TCT Program Expansion
5.	BHI Budget for Program Expansion
6.	Resolution TCT



TOWN OF BAY HARBOR ISLANDS MEMORANDUM

TO:	Mayor and Town Council Members
FROM:	Joel Jacobi, Educational Program Director
CC:	Lindsley Noel, MAcc, Town Manager Joseph S. Geller, Esq. Town Attorney Yvonne P. Hamilton, CMC Town Clerk
DATE:	May 14, 2025
SUBJECT:	Expansion grant award and budget for continuing after-school programming and summer camp

RECOMMENDATION

Staff recommends that the Town Council approve a budget amendment to allocate a \$70,000 grant expansion award from the Children's Trust to fund the continuation of after-school programming and Summer Camp. This expansion will enable us to serve an additional 45 children for the 2025 Summer Camp portion.

BACKGROUND / ANALYSIS

The Town of Bay Harbor Island's Bright Paths Youth Development Program received a grant award in the amount of \$204,000 from the Children's Trust for immediate program expansion. Expansion includes a total of 110 children (grades kindergarten through 8th grade) for the afterschool and summer program. This amount is in addition to its current grant.

On November 18, 2024, the Children's Trust Board passed Resolution 2025-06, approving the additional \$204,000 funding. This funding will allow us to serve 45 additional students. After diligently preparing the necessary contracts and meeting all Department of Children and Families (DCF) requirements, DCF approval was received in March 2025. The current amendment of \$70,000 will fund the Summer program only, with the full allocation of the additional funds to be incorporated into the Fiscal Year 2025–2026 budget.

EXECUTE

The program will be extended upon approval of the funds.

FINANCIAL ANALYSIS

The budget amendment documents are attached.

ATTACHMENTS

Staff Memo

Budget Amendment Documents

Draft Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
APPROVING BUDGET AMENDMENT NO. 3 TO THE
FISCAL YEAR 2025 BUDGET TO APPROPRIATE
\$70,000 EXPANSION GRANT AWARD FROM THE
CHILDREN'S TRUST FOR THE AFTER SCHOOL
PROGRAMMING AND SUMMER CAMP;
PROVIDING FOR INCORPORATION OF
RECITALS; PROVIDING FOR EXPENDITURE OF
FUNDS; AND SETTING AN EFFECTIVE DATE.**

WHEREAS, the Children's Trust has awarded \$204,000.00 to the Town's Bright Paths Youth Development Program for the immediate expansion of the program; and

WHEREAS, \$70,000.00 of that amount will fund the 2025 Summer Program and must be appropriated in the Fiscal Year 2025 Budget; and

WHEREAS, the remaining balance will be allocated in the Fiscal Year 2026 Budget; and

WHEREAS, a budget amendment is required to appropriate the \$70,000.00 in the budget for expenditure.

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

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

Section 2. Authorization of the Town Council. The Town Council hereby approves Budget No. 3 to the Fiscal Year 2025 Budget to appropriate \$70,000.00 expansion grant award from the Children's Trust for afterschool programming and summer camp.

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

PASSED AND ADOPTED by the Town of Bay Harbor Islands this 14th day of May 2025.

By: _____
Isaac Salver, Mayor

ATTEST:

Yvonne P. Hamilton, Town Clerk

APPROVED AS TO FORM:

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

COMPREHENSIVE BUDGET/AMENDMENT REPORT
TOWN OF BAY HARBOR ISLANDS - YAS XX14-9030 TOWN OF BAY HARBOR ISLANDS
FISCAL YEAR 24-25 (8/15/24 - 8/14/25)
CONTRACT #: 2514-9030
ORIGINAL BUDGET AND UNAPPROVED AMENDMENT

Position	Orig Salary	Amended Salary	Orig FICA	Amended FICA	Orig Retirement	Amended Retirement	Orig Insurance	Amended Insurance	Orig Workers Comp	Amended Workers Comp	Orig Unemployment	Amended Unemployment
Certified Teacher (43984)												
Staff: Jacobi, Joel (56314)												
Gross:	123,265.00	123,265.00	9,430.00	9,430.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:	51,802.00	51,802.00	3,963.00	3,963.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CSC:	41,769.00	41,769.00	3,195.00	3,195.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				Original Distribution								
				Program Allocation			CSC Allocation		Match Allocation			
Time Period	# of People	Rate	Wks Funded	Hrs/Week	Amt		Hrs/Week	Amt			Amt	
School Year	1.00	47.25	36.00	0.00	0.00		20.00	34,020.00				
Summer	1.00	47.25	7.00	0.00	0.00		20.00	6,615.00				
School Year Full Day	1.00	47.25	1.20	0.00	0.00		20.00	1,134.00				
School Year	1.00	55.52	26.00	20.00	28,870.00		0.00	0.00				
Summer	1.00	63.00	7.00	20.00	8,820.00		0.00	0.00				
School Year Full Day	1.00	63.00	1.20	20.00	1,512.00		0.00	0.00				
School Year	1.00	63.00	10.00	20.00	12,600.00		0.00	0.00				
Total Distribution to Program Salary				100%	51,802.00		81%	41,769.00		19%	10,033.00	
Percentage of Distribution to Gross Salary				42%			34%			8%		
Original Budget Narratives:												
Work Status: Full-Time												
Payroll Frequency: Bi-Weekly												
Source Of Match: The Town of Bay Harbor Islands												
Budget Amendment Narratives:												

Position	Orig Salary	Amended Salary	Orig FICA	Amended FICA	Orig Retirement	Amended Retirement	Orig Insurance	Amended Insurance	Orig Workers Comp	Amended Workers Comp	Orig Unemployment	Amended Unemployment
Fringe Benefits												
Staff:												
Gross:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:	0.00	0.00	0.00	0.00	0.00	0.00	26,000.00	26,000.00	703.00	703.00	392.00	392.00
CSC:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	556.00	591.00	0.00	0.00
Original Budget Narratives:												
Budget Amendment Narratives:												
524 Workers Compensation	(4) Additional Youth Program Aides for the summer working 25 hours per week at \$20 per hour for 7 weeks. \$3,500 X 0.25%=\$8.75 times 4 =\$35											
521 FICA/MICA	(4) Additional Youth Program Aides for the summer working 25 hours per week at \$20 per hour for 7 weeks. \$3,500 X 7.65%=\$267.75 times 4 =\$1,071											

Position	Orig Salary	Amended Salary	Orig FICA	Amended FICA	Orig Retirement	Amended Retirement	Orig Insurance	Amended Insurance	Orig Workers Comp	Amended Workers Comp	Orig Unemployment	Amended Unemployment
Program Coordinator (42814)												
Staff: Aparicio, Elena (56315)												
Gross:	30,865.00	30,865.00	2,361.00	2,361.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:	30,865.00	30,865.00	2,361.00	2,361.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CSC:	15,285.00	15,285.00	1,169.00	1,169.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				Original Distribution								
				Program Allocation			CSC Allocation		Match Allocation			
Time Period	# of People	Rate	Wks Funded	Hrs/Week	Amt	Hrs/Week	Amt				Amt	
School Year	1.00	32.80	36.00	0.00	0.00	11.00	12,989.00					
Summer	1.00	32.80	7.00	0.00	0.00	10.00	2,296.00					
School Year	1.00	32.80	36.00	15.00	17,712.00	0.00	0.00					
Summer	1.00	32.80	7.00	15.00	3,444.00	0.00	0.00					
Training	1.00	32.80	7.40	40.00	9,709.00	0.00	0.00					
Total Distribution to Program Salary				100%	30,865.00	50%	15,285.00	50%			15,580.00	
Percentage of Distribution to Gross Salary					100%		50%				50%	
Original Budget Narratives:												
Work Status: Full-Time												
Payroll Frequency: Bi-Weekly												
Source of Match: The Town of Bay Harbor Islands												
Budget Amendment Narratives:												

Position	Orig Salary	Amended Salary	Orig FICA	Amended FICA	Orig Retirement	Amended Retirement	Orig Insurance	Amended Insurance	Orig Workers Comp	Amended Workers Comp	Orig Unemployment	Amended Unemployment
Program Director (42813)												
Staff: Jacobi, Joel (56314)												
Gross:	123,265.00	123,265.00	9,430.00	9,430.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:	61,630.00	61,630.00	4,715.00	4,715.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CSC:	51,597.00	51,597.00	3,947.00	3,947.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				Original Distribution								
				Program Allocation			CSC Allocation		Match Allocation			
Time Period	# of People	Rate	Wks Funded	Hrs/Week	Amt		Hrs/Week	Amt			Amt	
Year Round	1.00	52.50	52.00	0.00	0.00		18.90	51,597.00				
Year Round	1.00	55.52	26.00	20.00	28,870.00		0.00	0.00				
Year Round	1.00	63.00	26.00	20.00	32,760.00		0.00	0.00				
Total Distribution to Program Salary				100%	61,630.00		84%	51,597.00		16%	10,033.00	
Percentage of Distribution to Gross Salary				50%			42%			8%		
Original Budget Narratives:												
Work Status: Full-Time												
Payroll Frequency: Bi-Weekly												
Source of Match: The Town of Bay Harbor Islands												
Budget Amendment Narratives:												

Position	Orig Salary	Amended Salary	Orig FICA	Amended FICA	Orig Retirement	Amended Retirement	Orig Insurance	Amended Insurance	Orig Workers Comp	Amended Workers Comp	Orig Unemployment	Amended Unemployment
Teacher (43986)												
Staff: Aparicio, Elena (56315)												
Gross:	36,834.00	36,834.00	2,818.00	2,818.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:	36,834.00	36,834.00	2,818.00	2,818.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CSC:	36,834.00	36,834.00	2,818.00	2,818.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				Original Distribution								
				Program Allocation			CSC Allocation		Match Allocation			
Time Period	# of People	Rate	Wks Funded	Hrs/Week	Amt	Hrs/Week	Amt					Amt
School Year	1.00	32.80	36.00	0.00	0.00	25.00	29,520.00					
Summer	1.00	32.80	7.00	0.00	0.00	25.00	5,740.00					
School Year Full Day	1.00	32.80	1.20	0.00	0.00	40.00	1,574.00					
School Year	1.00	32.80	36.00	25.00	29,520.00	0.00	0.00					
Summer	1.00	32.80	7.00	25.00	5,740.00	0.00	0.00					
School Year Full Day	1.00	32.80	1.20	40.00	1,574.00	0.00	0.00					
Total Distribution to Program Salary				100%	36,834.00	100%	36,834.00	%				0.00
Percentage of Distribution to Gross Salary				100%			100%		0%			
Original Budget Narratives:												
Work Status: Full-Time												
Payroll Frequency: Bi-Weekly												
Budget Amendment Narratives:												

Position	Orig Salary	Amended Salary	Orig FICA	Amended FICA	Orig Retirement	Amended Retirement	Orig Insurance	Amended Insurance	Orig Workers Comp	Amended Workers Comp	Orig Unemployment	Amended Unemployment
Youth Program Aide (1) Summer (43251)												
Staff: Lara, Jennifer (59795)												
Gross:	3,675.00	3,675.00	281.00	281.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:	3,675.00	3,675.00	281.00	281.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CSC:	3,465.00	3,465.00	265.00	265.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				Original Distribution								
				Program Allocation		CSC Allocation		Match Allocation				
Time Period	# of People	Rate	Wks Funded	Hrs/Week	Amt	Hrs/Week	Amt					Amt
Summer	1.00	19.80	7.00	0.00	0.00	25.00	3,465.00					
Summer	1.00	21.00	7.00	25.00	3,675.00	0.00	0.00					
Total Distribution to Program Salary				100%	3,675.00	94%	3,465.00	6%				210.00
Percentage of Distribution to Gross Salary					100%		94%					6%
Original Budget Narratives:												
Work Status: Part-Time/Seasonal												
Payroll Frequency: Bi-Weekly												
Source of Match: Town of Bay Harbor Islands												
Budget Amendment Narratives:												

Position	Orig Salary	Amended Salary	Orig FICA	Amended FICA	Orig Retirement	Amended Retirement	Orig Insurance	Amended Insurance	Orig Workers Comp	Amended Workers Comp	Orig Unemployment	Amended Unemployment
Youth Program Aide (1) Year & Summer (44133)												
Staff: Alvarado, Emilio (59646),Bruder, Ilana (60812)												
Gross:	23,583.00	23,583.00	1,804.00	1,804.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:	23,583.00	23,583.00	1,804.00	1,804.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CSC:	22,235.00	22,235.00	1,701.00	1,701.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				Original Distribution								
				Program Allocation			CSC Allocation		Match Allocation			
Time Period	# of People	Rate	Wks Funded	Hrs/Week	Amt	Hrs/Week	Amt					Amt
School Year	1.00	19.80	36.00	0.00	0.00	25.00	17,820.00					
Summer	1.00	19.80	7.00	0.00	0.00	25.00	3,465.00					
	1.00	19.80	1.20	0.00	0.00	40.00	950.00					
School Year	1.00	21.00	36.00	25.00	18,900.00	0.00	0.00					
Summer	1.00	21.00	7.00	25.00	3,675.00	0.00	0.00					
School Year Full Day	1.00	21.00	1.20	40.00	1,008.00	0.00	0.00					
Total Distribution to Program Salary				100%	23,583.00	94%	22,235.00	6%	1,348.00			
Percentage of Distribution to Gross Salary				100%			94%		6%			
Original Budget Narratives:												
Work Status: Part-Time												
Payroll Frequency: Bi-Weekly												
Source of Match: Town of Bay Harbor Islands												
Budget Amendment Narratives:												

Position	Orig Salary	Amended Salary	Orig FICA	Amended FICA	Orig Retirement	Amended Retirement	Orig Insurance	Amended Insurance	Orig Workers Comp	Amended Workers Comp	Orig Unemployment	Amended Unemployment
Youth Program Aide (2) Summer (43252)												
Staff: Bravo, Esmeralda (60169)												
Gross:	3,675.00	3,675.00	281.00	281.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:	3,675.00	3,675.00	281.00	281.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CSC:	3,465.00	3,465.00	265.00	265.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				Original Distribution								
				Program Allocation		CSC Allocation		Match Allocation				
Time Period	# of People	Rate	Wks Funded	Hrs/Week	Amt	Hrs/Week	Amt					Amt
Summer	1.00	19.80	7.00	0.00	0.00	25.00	3,465.00					
Summer	1.00	21.00	7.00	25.00	3,675.00	0.00	0.00					
Total Distribution to Program Salary				100%	3,675.00	94%	3,465.00	6%				210.00
Percentage of Distribution to Gross Salary					100%		94%					6%
Original Budget Narratives:												
Work Status: Part-Time												
Payroll Frequency: Bi-Weekly												
Source of Match: Town of Bay Harbor Islands												
Budget Amendment Narratives:												

Position	Orig Salary	Amended Salary	Orig FICA	Amended FICA	Orig Retirement	Amended Retirement	Orig Insurance	Amended Insurance	Orig Workers Comp	Amended Workers Comp	Orig Unemployment	Amended Unemployment
Youth Program Aide (2) Year & Summer (42853)												
Staff: Janevski, Jovan (60807),Teneus, Patrick (60813)												
Gross:	23,583.00	23,583.00	1,804.00	1,804.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:	23,583.00	23,583.00	1,804.00	1,804.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CSC:	22,235.00	22,235.00	1,701.00	1,701.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				Original Distribution								
				Program Allocation			CSC Allocation		Match Allocation			
Time Period	# of People	Rate	Wks Funded	Hrs/Week	Amt		Hrs/Week	Amt			Amt	
School Year	1.00	19.80	36.00	0.00	0.00		25.00	17,820.00				
Summer	1.00	19.80	7.00	0.00	0.00		25.00	3,465.00				
School Year Full Day	1.00	19.80	1.20	0.00	0.00		40.00	950.00				
School Year	1.00	21.00	36.00	25.00	18,900.00		0.00	0.00				
Summer	1.00	21.00	7.00	25.00	3,675.00		0.00	0.00				
School Year Full Day	1.00	21.00	1.20	40.00	1,008.00		0.00	0.00				
Total Distribution to Program Salary				100%	23,583.00		94%	22,235.00		6%	1,348.00	
Percentage of Distribution to Gross Salary				100%			94%		6%			
Original Budget Narratives:												
Work Status: Part-Time												
Payroll Frequency: Bi-Weekly												
Source of Match: Town of Bay Harbor Islands												
Budget Amendment Narratives:												

Position	Orig Salary	Amended Salary	Orig FICA	Amended FICA	Orig Retirement	Amended Retirement	Orig Insurance	Amended Insurance	Orig Workers Comp	Amended Workers Comp	Orig Unemployment	Amended Unemployment
Youth Program Aide (3) Summer (44002)												
Staff: Tolani, Richa (60170)												
Gross:	3,675.00	3,675.00	281.00	281.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:	3,675.00	3,675.00	281.00	281.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CSC:	3,465.00	3,465.00	265.00	265.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				Original Distribution								
				Program Allocation		CSC Allocation		Match Allocation				
Time Period	# of People	Rate	Wks Funded	Hrs/Week	Amt	Hrs/Week	Amt					Amt
Summer	1.00	19.80	7.00	0.00	0.00	25.00	3,465.00					
Summer	1.00	21.00	7.00	25.00	3,675.00	0.00	0.00					
Total Distribution to Program Salary				100%	3,675.00	94%	3,465.00	6%				210.00
Percentage of Distribution to Gross Salary					100%		94%					6%
Original Budget Narratives:												
Work Status: Part-Time												
Payroll Frequency: Bi-Weekly												
Source of Match: Town of Bay Harbor Islands												
Budget Amendment Narratives:												

Position	Orig Salary	Amended Salary	Orig FICA	Amended FICA	Orig Retirement	Amended Retirement	Orig Insurance	Amended Insurance	Orig Workers Comp	Amended Workers Comp	Orig Unemployment	Amended Unemployment
Youth Program Aide (3) Year & Summer (42854)												
Staff: Nobre, Anita (60806)												
Gross:	23,583.00	23,583.00	1,804.00	1,804.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:	23,583.00	23,583.00	1,804.00	1,804.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CSC:	22,235.00	22,235.00	1,701.00	1,701.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				Original Distribution								
				Program Allocation			CSC Allocation		Match Allocation			
Time Period	# of People	Rate	Wks Funded	Hrs/Week	Amt	Hrs/Week	Amt					Amt
School Year	1.00	19.80	36.00	0.00	0.00	25.00	17,820.00					
Summer	1.00	19.80	7.00	0.00	0.00	25.00	3,465.00					
School Year Full Day	1.00	19.80	1.20	0.00	0.00	40.00	950.00					
School Year	1.00	21.00	36.00	25.00	18,900.00	0.00	0.00					
Summer	1.00	21.00	7.00	25.00	3,675.00	0.00	0.00					
School Year Full Day	1.00	21.00	1.20	40.00	1,008.00	0.00	0.00					
Total Distribution to Program Salary				100%	23,583.00	94%	22,235.00	6%	1,348.00			
Percentage of Distribution to Gross Salary				100%			94%		6%			
Original Budget Narratives:												
Work Status: Part-Time												
Payroll Frequency: Bi-Weekly												
Source of Match: Town of Bay Harbor Islands												
Budget Amendment Narratives:												

Position	Orig Salary	Amended Salary	Orig FICA	Amended FICA	Orig Retirement	Amended Retirement	Orig Insurance	Amended Insurance	Orig Workers Comp	Amended Workers Comp	Orig Unemployment	Amended Unemployment																																								
Youth Program Aide 10 (45985)																																																				
Staff:																																																				
Gross:	3,500.00	3,500.00	267.75	267.75	0.00	0.00	0.00	0.00	8.75	8.75	0.00	0.00																																								
Program:	3,500.00	3,500.00	267.75	267.75	0.00	0.00	0.00	0.00	8.75	8.75	0.00	0.00																																								
CSC:	0.00	3,500.00	0.00	267.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00																																								
				<table><tr><th colspan="8">Amended Distribution</th></tr><tr><th colspan="4">Program Allocation</th><th colspan="4">CSC Allocation</th></tr><tr><th>Time Period</th><th># of People</th><th>Rate</th><th>Wks Funded</th><th>Hrs/Week</th><th>Amt</th><th>Hrs/Week</th><th>Amt</th></tr><tr><td>Summer</td><td>1.00</td><td>20.00</td><td>7.00</td><td>0.00</td><td>0.00</td><td>25.00</td><td>3,500.00</td></tr><tr><td colspan="4">Total</td><td colspan="2">0.00</td><td colspan="2">3,500.00</td></tr></table>									Amended Distribution								Program Allocation				CSC Allocation				Time Period	# of People	Rate	Wks Funded	Hrs/Week	Amt	Hrs/Week	Amt	Summer	1.00	20.00	7.00	0.00	0.00	25.00	3,500.00	Total				0.00		3,500.00	
Amended Distribution																																																				
Program Allocation				CSC Allocation																																																
Time Period	# of People	Rate	Wks Funded	Hrs/Week	Amt	Hrs/Week	Amt																																													
Summer	1.00	20.00	7.00	0.00	0.00	25.00	3,500.00																																													
Total				0.00		3,500.00																																														
Original Budget Narratives:																																																				
Budget Amendment Narratives:																																																				
Youth Program Aide \$20 per hour 7 Weeks Funded 25 Hours/Week Total \$3,500 Work status: Part-Time / Seasonal Payroll Frequency: Bi-Weekly Source of Match: N/A 100% Funded by the TCT Effective 6/16/25																																																				

Position	Orig Salary	Amended Salary	Orig FICA	Amended FICA	Orig Retirement	Amended Retirement	Orig Insurance	Amended Insurance	Orig Workers Comp	Amended Workers Comp	Orig Unemployment	Amended Unemployment																																								
Youth Program Aide 7 (45982)																																																				
Staff:																																																				
Gross:	3,500.00	3,500.00	267.75	267.75	0.00	0.00	0.00	0.00	8.75	8.75	0.00	0.00																																								
Program:	3,500.00	3,500.00	267.75	267.75	0.00	0.00	0.00	0.00	8.75	8.75	0.00	0.00																																								
CSC:	0.00	3,500.00	0.00	267.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00																																								
				<table><tr><th colspan="8">Amended Distribution</th></tr><tr><th colspan="4">Program Allocation</th><th colspan="4">CSC Allocation</th></tr><tr><th>Time Period</th><th># of People</th><th>Rate</th><th>Wks Funded</th><th>Hrs/Week</th><th>Amt</th><th>Hrs/Week</th><th>Amt</th></tr><tr><td>Summer</td><td>1.00</td><td>20.00</td><td>7.00</td><td>0.00</td><td>0.00</td><td>25.00</td><td>3,500.00</td></tr><tr><td colspan="4">Total</td><td colspan="2">0.00</td><td colspan="2">3,500.00</td></tr></table>									Amended Distribution								Program Allocation				CSC Allocation				Time Period	# of People	Rate	Wks Funded	Hrs/Week	Amt	Hrs/Week	Amt	Summer	1.00	20.00	7.00	0.00	0.00	25.00	3,500.00	Total				0.00		3,500.00	
Amended Distribution																																																				
Program Allocation				CSC Allocation																																																
Time Period	# of People	Rate	Wks Funded	Hrs/Week	Amt	Hrs/Week	Amt																																													
Summer	1.00	20.00	7.00	0.00	0.00	25.00	3,500.00																																													
Total				0.00		3,500.00																																														
Original Budget Narratives:																																																				
Budget Amendment Narratives:																																																				
Youth Program Aide \$20 per hour 7 Weeks Funded 25 Hours/Week Total \$3,500 Work status: Part-Time / Seasonal Payroll Frequency: Bi-Weekly Source of Match: N/A 100% Funded by the TCT Effective 6/16/25																																																				

Position	Orig Salary	Amended Salary	Orig FICA	Amended FICA	Orig Retirement	Amended Retirement	Orig Insurance	Amended Insurance	Orig Workers Comp	Amended Workers Comp	Orig Unemployment	Amended Unemployment																																								
Youth Program Aide 8 (45983)																																																				
Staff:																																																				
Gross:	3,500.00	3,500.00	267.75	267.75	0.00	0.00	0.00	0.00	8.75	8.75	0.00	0.00																																								
Program:	3,500.00	3,500.00	267.75	267.75	0.00	0.00	0.00	0.00	8.75	8.75	0.00	0.00																																								
CSC:	0.00	3,500.00	0.00	267.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00																																								
				<table><tr><th colspan="8">Amended Distribution</th></tr><tr><th colspan="4">Program Allocation</th><th colspan="4">CSC Allocation</th></tr><tr><th>Time Period</th><th># of People</th><th>Rate</th><th>Wks Funded</th><th>Hrs/Week</th><th>Amt</th><th>Hrs/Week</th><th>Amt</th></tr><tr><td>Summer</td><td>1.00</td><td>20.00</td><td>7.00</td><td>0.00</td><td>0.00</td><td>25.00</td><td>3,500.00</td></tr><tr><td colspan="4">Total</td><td colspan="2">0.00</td><td colspan="2">3,500.00</td></tr></table>									Amended Distribution								Program Allocation				CSC Allocation				Time Period	# of People	Rate	Wks Funded	Hrs/Week	Amt	Hrs/Week	Amt	Summer	1.00	20.00	7.00	0.00	0.00	25.00	3,500.00	Total				0.00		3,500.00	
Amended Distribution																																																				
Program Allocation				CSC Allocation																																																
Time Period	# of People	Rate	Wks Funded	Hrs/Week	Amt	Hrs/Week	Amt																																													
Summer	1.00	20.00	7.00	0.00	0.00	25.00	3,500.00																																													
Total				0.00		3,500.00																																														
Original Budget Narratives:																																																				
Budget Amendment Narratives:																																																				
Youth Program Aide \$20 per hour 7 Weeks Funded 25 Hours/Week Total \$3,500 Work status: Part-Time / Seasonal Payroll Frequency: Bi-Weekly Source of Match: N/A 100% Funded by the TCT Effective 6/16/25																																																				

Position	Orig Salary	Amended Salary	Orig FICA	Amended FICA	Orig Retirement	Amended Retirement	Orig Insurance	Amended Insurance	Orig Workers Comp	Amended Workers Comp	Orig Unemployment	Amended Unemployment																																								
Youth Program Aide 9 (45984)																																																				
Staff:																																																				
Gross:	3,500.00	3,500.00	267.75	267.75	0.00	0.00	0.00	0.00	8.75	8.75	0.00	0.00																																								
Program:	3,500.00	3,500.00	267.75	267.75	0.00	0.00	0.00	0.00	8.75	8.75	0.00	0.00																																								
CSC:	0.00	3,500.00	0.00	267.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00																																								
				<table><tr><th colspan="8">Amended Distribution</th></tr><tr><th colspan="4">Program Allocation</th><th colspan="4">CSC Allocation</th></tr><tr><th>Time Period</th><th># of People</th><th>Rate</th><th>Wks Funded</th><th>Hrs/Week</th><th>Amt</th><th>Hrs/Week</th><th>Amt</th></tr><tr><td>Summer</td><td>1.00</td><td>20.00</td><td>7.00</td><td>0.00</td><td>0.00</td><td>25.00</td><td>3,500.00</td></tr><tr><td colspan="4">Total</td><td colspan="2">0.00</td><td colspan="2">3,500.00</td></tr></table>									Amended Distribution								Program Allocation				CSC Allocation				Time Period	# of People	Rate	Wks Funded	Hrs/Week	Amt	Hrs/Week	Amt	Summer	1.00	20.00	7.00	0.00	0.00	25.00	3,500.00	Total				0.00		3,500.00	
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Salary Totals												
Percentage of Program Distribution to Gross Salary 67.54%						Percentage of CSC Distribution to Gross Salary 57.70%						
	Orig Salary	Amended Salary	Orig FICA	Amended FICA	Orig Retirement	Amended Retirement	Orig Insurance	Amended Insurance	Orig Workers Comp	Amended Workers Comp	Orig Unemployment	Amended Unemployment
Gross	410,003.00	410,003.00	31,365.00	31,365.00	0.00	0.00	0.00	0.00	35.00	35.00	0.00	0.00
Program	276,905.00	276,905.00	21,183.00	21,183.00	0.00	0.00	26,000.00	26,000.00	738.00	738.00	392.00	392.00
CSC	222,585.00	236,585.00	17,027.00	18,098.00	0.00	0.00	0.00	0.00	556.00	591.00	0.00	0.00

EXPENSE DATA					
Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
532	Travel (participants)	\$4,800.00	\$11,800.00	\$8,000.00	\$8,000.00
	Original Budget Calculation: 500*16				
	Original Budget Narratives:				
	Summer: (1) Bus, 16 field trips, 65 Participants				
	Budget Amendment Narratives:				
	Approval Date:	EXTRA BUS PER TRIP (5 Hrs a day) @ \$500 X 14 FIELD TRIPS x 1 bus			
		Effective 3/1/25			

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
533	Meals (participants)	\$0.00	\$0.00	\$25,100.00	\$25,100.00
	Original Budget Calculation: 11700+13400				
	Original Budget Narratives:				
	School Year - Snacks for 65 youth				
	Summer - Breakfast & Lunch for 65 youth				
	Source Of Match: The Town of Bay Harbor Islands				
	Budget Amendment Narratives:				

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
534	Space	\$0.00	\$0.00	\$221,880.00	\$221,880.00
	Original Budget Calculation: 221880				
	Original Budget Narratives:				
	Timeframe School Year and Summer. Space includes Utilities. 5,545 sq ft x \$40/sq/ft=\$221,800 per year. Population (s) to be served: Elementary School (K-5 grade) Middle School (6-8 grade)				
	Program Cost School Year: \$184,833				
	Program Cost Summer: \$36,967				
	Program Cost: \$221,800				
	Budget Amendment Narratives:				

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
536	Supplies (office)	\$3,400.00	\$4,800.00	\$6,400.00	\$6,400.00
	Original Budget Calculation: 6400				
	Original Budget Narratives:				
	1% of total budget				
	Budget Amendment Narratives:				
	Approval Date:	COST EXPENDITURES ASSOCIATED WITH PROGRAMMING AND CURRICULUM \$70,000 X 2% = \$1,400			
		Effective 3/1/25			

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
537	Supplies (program)	\$7,000.00	\$10,500.00	\$10,000.00	\$10,000.00
	Original Budget Calculation: 10000				
	Original Budget Narratives:				
	Sports Equipment				
	Workbooks				
	Academic programing				
	First Aid Kits & Safety supplies				
	Napping mats & bedding				
	Pencils, pens, markers				
	Construction paper & similar supplies				
	Paper goods, towels, & trash bags				
	Plates, Cups, & Utensils				
	Disinfectant supplies				
	Cleaning solutions & items				
	Play materials				
	Activity materials				
	Budget Amendment Narratives:				
	Approval Date:	COST EXPENDITURES ASSOCIATED WITH PROGRAMMING AND CURRICULUM \$70,000 X 5% =\$3,500			
		Effective 3/1/25			

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
540	Non-Capital Equipment	\$0.00	\$1,200.00	\$0.00	\$0.00
	Original Budget Calculation:				
	Original Budget Narratives:				
	Budget Amendment Narratives:				
	Approval Date:	DESK AND CABINET FOR THE PROGRAM DIRECTOR'S OFFICE			
		Effective 3/1/25			

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
591	Indirect Cost	\$45,160.00	\$55,660.00	\$45,160.00	\$45,160.00
	Original Budget Calculation:				
	45160				
	Original Budget Narratives:				
	14.11% of the total budget.				
	Budget Amendment Narratives:				
	Approval Date:	COST EXPENDITURES ASSOCIATED WITH PROGRAMMING AND CURRICULUM \$70,000 X 15% = \$10,500			
		14.27%			
		Effective 3/1/25			

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
711	Professional Services (instructors)	\$0.00	\$0.00	\$115,682.00	\$115,682.00
	Original Budget Calculation: 115682				
	Original Budget Narratives:				
	100% Town Match:				
	Timeframe: School Year and Summer.				
	After School:				
	STEM-Sprout =\$13,975				
	SEW-Mentally Fitt =\$11,700				
	Fitness Kingdom =\$21,600				
	Fitness Creece=\$21,600				
	Fitness Yoga=\$7,200				
	ER Health Trainers \$23,607				
	Summer:				
	SEW-Mentally Fitt =\$2,275				
	Fitness Kingdom =\$3,750				
	Fitness Creece=\$7,875				
	Fitness Yoga=\$2,100				
	100% Town Match				
	Total CSC Request: 0				
	Budget Amendment Narratives:				

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
811	Other (advertising)	\$372.00	\$372.00	\$572.00	\$572.00
	Original Budget Calculation: 572				
	Original Budget Narratives:				
	Timeframe: School Year. Design & printing of approximately 500 brochures and advertisements in local media.				
	Budget Amendment Narratives:				

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
821	Other (background screening)	\$300.00	\$800.00	\$600.00	\$600.00
	Original Budget Calculation: 100*6				
	Original Budget Narratives:				
	Background screening for new staff and teachers.				
	Budget Amendment Narratives:				
	Approval Date:				

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
831	Other (admission to field trips)	\$18,400.00	\$40,450.00	\$36,400.00	\$36,400.00
	Original Budget Calculation: 16*65*35				
	Original Budget Narratives:				
	School Year: 2 Field Trips X 65 Participants				
	Summer: 14 Field Trips X 65 Participants				
	Budget Amendment Narratives:				
	Approval Date:	(14) FIELD TRIPS ADMISSIONS SUMMER for 45 extra children 14 X 45 X \$35 = \$22,050			
	Effective 3/1/25				

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
841	Program Specific Audit	\$0.00	\$3,500.00	\$0.00	\$0.00
	Original Budget Calculation:				
	Original Budget Narratives:				
	Budget Amendment Narratives:				
	Approval Date:				

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
853	Other (Required Staff Training)	\$400.00	\$2,144.00	\$400.00	\$400.00
	Original Budget Calculation: 400				
	Original Budget Narratives:				
	Timeframe: School Year. Staff Professional Development Seminars.				
	Budget Amendment Narratives:				
	Approval Date:	COST EXPENDITURES ASSOCIATED WITH PROGRAMMING AND CURRICULUM			
		Effective 3/1/25			

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
854	Other (Discretionary Funds)	\$0.00	\$3,500.00	\$21,000.00	\$21,000.00
	Original Budget Calculation: 21000				
	Original Budget Narratives:				
	Less than 2%				
	Budget Amendment Narratives:				
	Approval Date:	COST EXPENDITURES ASSOCIATED WITH PROGRAMMING AND CURRICULUM \$70,000 X 5% = \$3,500			
		.9%			
		Effective 3/1/25			

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
Expense Totals:		\$79,832.00	\$134,726.00	\$491,194.00	\$491,194.00
Salary & Expense Totals:		\$320,000.00	\$390,000.00	\$816,412.00	\$816,412.00



Budget Amendment Form

Department: Youth Development Program	Date 5/14/2025
Fund(s) to be changed: 104 Fund -Youth Development Program	

GL Account	GL Line Item	FY 2025 Adopted Budget	Additional Funds	FY 2025 Revised Budget
<u>104.9990.334701.100</u>	Grant-Children's Trust	\$ 320,000	\$ 70,000	\$ 390,000
Total Revenues		\$ 320,000	\$ 70,000	\$ 390,000

<u>104.5725.400012.000</u>	Regular Salaries & Wages	\$ 334,377	\$ 14,000	\$ 348,377
<u>104.5725.400021.000</u>	F.I.C.A. Taxes	\$ 25,585	\$ 1,071	\$ 26,656
<u>104.5725.400024.000</u>	Worker's Compensation	\$ 439	\$ 35	\$ 474
<u>104.5725.400032.000</u>	Program Specific Audit	\$ -	\$ 3,500	\$ 3,500
<u>104.5725.400049.015</u>	Indirect Costs / Expenses	\$ 45,160	\$ 10,500	\$ 55,660
<u>104.5725.400049.016</u>	Travel (participants) Buses	\$ 8,000	\$ 7,000	\$ 15,000
<u>104.5725.400049.017</u>	Other (Admission to Field Trips)	\$ 36,400	\$ 22,050	\$ 58,450
<u>104.5725.400049.019</u>	Other Current Charges - Screening	\$ 600	\$ 500	\$ 1,100
<u>104.5725.400051.000</u>	Office Supplies	\$ 640	\$ 1,400	\$ 2,040
<u>104.5725.400051.000</u>	Non-Capital Equipment	\$ -	\$ 1,200	\$ 1,200
<u>104.5725.400052.000</u>	Program Supplies	\$ 10,000	\$ 3,500	\$ 13,500
<u>104.5725.400054.015</u>	Staff Training	\$ 1,000	\$ 1,744	\$ 2,744
<u>104.5725.400199.000</u>	Program Contingency	\$ 82,228	\$ 3,500	\$ 85,728
Total Expenses		\$ 544,429	\$ 70,000	\$ 614,429

Town of Bay Harbor Islands Bright Paths Expansion Program Budget

* 45 additional children for Summer 2025

Description	Qty	Costs	Comment
Regular Salaries			
REG SALARY	1	-	SECOND SITE DIRECTOR (Summer) Full Time
REG SALARY	1	3,500.00	YOUTH PROGRAM AIDE 7-(Summer) Part Time
REG SALARY	1	3,500.00	YOUTH PROGRAM AIDE 8-(Summer) Part Time
REG SALARY	1	3,500.00	YOUTH PROGRAM AIDE 9-(Summer) Part Time
REG SALARY	1	3,500.00	YOUTH PROGRAM AIDE 10-(Summer) Part Time
		\$ 14,000.00	
FICA Taxes			
FICA	1	-	SECOND SITE DIRECTOR (Summer) Full Time
FICA	1	267.75	YOUTH PROGRAM AIDE 7-(Summer) Part Time
FICA	1	267.75	YOUTH PROGRAM AIDE 7-(Summer) Part Time
FICA	1	267.75	YOUTH PROGRAM AIDE 8-(Summer) Part Time
FICA	1	267.75	YOUTH PROGRAM AIDE 9-(Summer) Part Time
		\$ 1,071.00	
Workers Compensation			
WORKERS COMP	1	-	SECOND SITE DIRECTOR (Summer) Full Time
WORKERS COMP	1	8.75	YOUTH PROGRAM AIDE 7-(Summer) Part Time
WORKERS COMP	1	8.75	YOUTH PROGRAM AIDE 8-(Summer) Part Time
WORKERS COMP	1	8.75	YOUTH PROGRAM AIDE 9-(Summer) Part Time
WORKERS COMP	1	8.75	YOUTH PROGRAM AIDE 10-(Summer) Part Time
		\$ 35.00	
Indirect Costs / Expenses			
	1	10,500.00	COST EXPENDITURES ASSOCIATED WITH PROGRAMMING AND CURRICULUM
		\$ 10,500.00	
Field Trip Travel Buses			
			EXTRA BUS PER TRIP (5 Hrs a day) @ \$500 X 14 FIELD TRIPS x
SUMMER	14	7,000.00	1 bus
		\$ 7,000.00	
Admission to Field Trips			
SUMMER	1	22,050.00	(14) FIELD TRIPS ADMISSIONS SUMMER for 45 extra children
		\$ 22,050.00	
Other (Background Screening)			
	1	500.00	BACKGROUND SCREENING FOR NEW STAFF
		\$ 500.00	
Office Supplies			
	1	1,400.00	COST EXPENDITURES ASSOCIATED WITH PROGRAMMING AND CURRICULUM
		\$ 1,400.00	
Non-Capital Equipment			
	1	1,200.00	DESK, CABINET AND CHAIR FOR PROGRAM DIRECTOR'S OFFICE
		\$ 1,200.00	
Program Supplies			
	1	3,500.00	COST EXPENDITURES ASSOCIATED WITH PROGRAMMING AND CURRICULUM
		\$ 3,500.00	
Staff Training			
	1	1,744.00	COST EXPENDITURES ASSOCIATED WITH PROGRAMMING AND CURRICULUM
		\$ 1,744.00	
Program Specific Audit			
	1	3,500.00	ANNUAL AUDIT EXPENSE
		\$ 3,500.00	
Program Contingency			
	1	3,500.00	COST EXPENDITURES ASSOCIATED WITH PROGRAMMING AND CURRICULUM
		\$ 3,500.00	
		\$ 70,000.00	* Budget for 45 additional children only

The Children's Trust Board Meeting

**Date: October 21, 2024 Executive Committee Approval
(ratified on November 18, 2024)**

Resolution: 2025-06

Strategic Plan Priority Investment Area: Youth Development: K-12 After-school programs and summer camps.

Strategic Plan Headline Community Results: Academic success; Healthy lifestyle habits for eating, sleeping, physical activity and mental wellness; Good choices for prosocial behaviors in schools, homes and communities; Successful transition to adulthood.

Recommended Action: Authorization to amend resolution #2024-32 and to execute contract modifications with 12 youth development providers identified herein to provide an increase in funding, in a total amount not to exceed \$1,213,600.00, to add additional slots and service days due to programs with waitlists for services.

Budget Impact: Funding in the amount of \$1,213,600.00 for this resolution was allocated for FY 2023-2024 and FY 2024-2025.

Approval of this resolution will amend the following previously approved board resolution: Youth Development: After-school programs and summer camps (K-12; SIY) – Resolution # 2024-32, approved on March 18, 2024.

This resolution seeks to approve contract modifications with the providers identified in the table below. All programs are recommended for this one-time grant of additional funding for the current contract year (2024-2025) to increase youth development after-school and/or summer slots where providers turned away students during the previous school year and/or summer and currently have a waitlist for school-year services. All providers recommended below are current with their data entry and fiscal reimbursement submissions.

Agency	Population	Additional Amount Not to Exceed	New Contract Amount Not to Exceed
Armour Dance Theater	K-5	\$156,000.00	\$1,656,000.00
Arts for Learning/Miami, Inc.	K-5	\$144,000.00	\$534,000.00
Belafonte Tacolcy Center, Inc.	K-5; 6-8	\$108,000.00	\$688,000.00
Community Coalition	K-5; 9-12	\$28,800.00	\$428,800.00
Concerned African Women, Inc.	K-5; 6-8	\$162,000.00	\$1,152,000.00
FLOTA, Inc. *Friends of South Florida Music, Inc.	K-5	\$54,000.00	\$284,000.00
Overtown Youth Center	K-5; 6-8; 9-12	\$118,000.00	\$1,108,000.00
Prosperity Social & Community Development Group, Inc.	K-5; 6-8	\$54,000.00	\$618,000.00
Teen Up-Ward Bound, Inc.	K-5; 6-8	\$76,800.00	\$646,800.00
The Urban League of Greater Miami, Inc.	K-5	\$54,000.00	\$522,000.00
Town of Bay Harbor Islands	K-5; 6-8	\$204,000.00	\$524,000.00
WCA Private School, Inc.	K-5	\$54,000.00	\$234,000.00
TOTAL		\$1,213,600.00	\$6,135,600.00

*Subcontractor agencies included in the contract.

Background: During the 2023-2024 contract year and contract negotiations for approved contract renewals, some providers expressed concerns about their ability to serve additional students as they had waitlists for services. The programs listed above indicated they can serve additional students at their current sites with additional funding. Trust staff met with the providers to review current slots and budgets and determine if the needs could be met without additional funds. Based upon these negotiations and budget review meetings, the above funding increases are recommended for these contracts. These numbers align with the budget analyses conducted by Trust finance and program staff of providers' historical expenditures and unit costs.

Geographic Area: Countywide.

The foregoing recommendation was offered by _____ who moved its approval. The motion was seconded _____ and upon being put to a vote, the vote was as follows:

The Chairperson thereupon declared the resolution duly passed and adopted this **18th day of November 2024.**

THE CHILDREN'S TRUST
MIAMI-DADE COUNTY, FLORIDA

BY _____
SECRETARY

Approved by County Attorney for form and legal sufficiency _____

AGENDA ITEM REPORT

May 14, 2025

ITEM NUMBER: 4.

ITEM: Consideration and Approval of a Contract Award in the amount of \$871,000 to C&I Construction and Design, Inc. to replace Sewer Ejector Station A with a Submersible Pump Station. Enclosed are the Staff Memo, Bid information, and supporting documents. (Town Manager)

DESCRIPTION:

In a letter dated December 2022 to the Department of Regulatory and Economic Resources (DERM), then Town Manager Maria Lasday committed to replace sewer ejector station “A” under a remedial action plan (RAP). The commitment was to replace the station in two years, which meant that this station ought to have been replaced by December 2024.

On December 3, 2024, a letter was sent to DERM to change the Town’s Temporary Sewer Moratorium (TM) status back to “OK”, and in that letter DERM was assured, inter alia, that Ejector Station A will be replaced by 12/31/2025.

Design plans for the lift station were finalized in February 2025, and the project went out to bid on February 27th, 2025. A pre bid meeting was convened on March 12, 2025 in room 2/3 of the Community Center, and was attended by one contractor. The sign-in sheet for this meeting is attached to Appendix I.

A public bid opening was held on April 8th 2025, at 3:00 P.M. Two bids were received as follows:

Company Bid Amount

1. Terra Hyle Contractors, Inc.	\$896,500.00
2. C&I Construction	\$871,000.00

This project was budgeted for Fiscal 2024-2025, in the amount of \$850,000. The Engineer’s estimate for the project is \$900,000.

The low bid was submitted by C&I Construction (C&I) and is \$25,500 lower than the next bid.

C&I met all the qualifications required to fulfill this contract.

C&I has worked with the Town before and recently replaced an 8-inch gate valve at the main pump station. Three (3) bids were received for that project, and they were the lowest.

Based on the Town’s experience with this contractor, they have been found to be reliable, cooperative, and extremely competent.

C&I Construction is therefore deemed to be the lowest responsive bid.

The Florida Administrative Code, Section 62-604.400(2)(E), (October 2021) requires that new sewer pump stations remain fully operational during a 25-year flood. The (required) 25-year flood elevation at the location of existing Ejector A Station A is 7.1 feet but the existing road elevation 5.6 feet, which is 1.5 feet below the required. As a consequence, the new submersible station will be relocated

from the roadway to the right of way (ROW) at the NE corner of the intersection of Broadview Terrace and 100th Street, where the new station can be raised above the adjacent elevation by 1.5 feet.

The new location must be as close as possible to the existing, and therefore the ROW was selected. The FPL guy wires will be relocated to facilitate the new pump station, and the entire pump station will be screened with landscaping.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

GL Line-Item Number: 402.5350.400063.000

Total Revised Budget: \$1,283,267.00

Encumbered Amount: \$59,819.50

Balance Remaining: \$1,176,753.00

BUDGET IMPACT:

Submitted By: Randy Daniel, Town Engineer

ATTACHMENTS

1.	Staff Memo Replacement of Ejector Station A
2.	Resolution - Ejector Station A
3.	Ejector Station A Replacement - Recommendation Letter
4.	Memo to Town Manager-Bid Submittals-100th Street Ejector Station Replacement



TOWN OF BAY HARBOR ISLANDS MEMORANDUM

TO:	Mayor and Town Council Members	
THRU:	Lindsley Noel MAcc	Town Manager
FROM:	Randy L. Daniel, P.E., PMP, CFM	Town Engineer
CC:	Joseph S. Geller, Esq. Yvonne P. Hamilton, CMC Randy Stokes Sandra Siefken Fausto Vargas-Reyes	Town Attorney Town Clerk Public Works Director Finance Director Procurement Officer
DATE:	May 14, 2025	
SUBJECT:	BHI 252 - Contract Award to Replace Sewer Ejector Station A with a Submersible Pump Station	

RECOMMENDATION

Discuss and consider the contract award to C&I Construction and Design Inc. in the amount of \$871,000.00 to replace Ejector Station A with submersible pumps.

BACKGROUND

In a letter dated December 2022 to the Department of Regulatory and Economic Resources (DERM), then Town Manager Maria Lasday committed to replace sewer ejector station "A" under a remedial action plan (RAP). The commitment was to replace the station in two years, which meant that this station ought to have been replaced by December 2024.

On December 3, 2024, a letter was sent to DERM to change the Town's Temporary Sewer Moratorium (TM) status back to "OK". In that letter DERM was assured, inter alia, that Ejector Station A will be replaced by 12/31/2025.

Design plans for the lift station were finalized in February 2025, and the project went out to bid on February 27th, 2025. A pre bid meeting was convened on March 12, 2025 in room 2/3 of the Community Center, and was attended by one contractor. The sign-in sheet for this meeting is attached to Appendix I.

BID EVALUATION

A public bid opening was held on April 8th 2025, at 3:00 P.M. Two bids were received as follows:

<u>Company</u>	<u>Bid Amount</u>
1. Terra Hyle Contractors, Inc.	\$896,500.00
2. C&I Construction	\$871,000.00

This project was budgeted for Fiscal 2024-2025, in the amount of \$850,000. The Engineer's estimate for the project is \$900,000.

The low bid was submitted by C&I Construction (C&I) and is \$25,500 lower than the next bid.

C&I met all the qualifications required to fulfil this contract.

C&I has worked with the Town before and recently replaced an 8-inch gate valve at the main pump station. Three (3) bids were received for that project, and they were the lowest.

Based on the Town's experience with this contractor, they have been found to be reliable, cooperative, and extremely competent.

C&I Construction is therefore deemed to be the lowest responsive bid.

DISCUSSION

The Florida Administrative Code, Section 62-604.400(2)(E), (October 2021) requires that new sewer pump stations remain fully operational during a 25-year flood. The (required) 25-year flood elevation at the location of existing Ejector A Station A is 7.1 feet but the existing road elevation 5.6 feet, which is 1.5 feet below the required. As a consequence, the new submersible station will be relocated from the roadway to the right of way (ROW) at the NE corner of the intersection of Broadview Terrace and 100th Street, where the new station can be raised above the adjacent elevation by 1.5 feet.

The new location must be as close as possible to the existing, and therefore the ROW was selected. The FPL guy wires will be relocated to facilitate the new pump station, and the entire pump station will be screened with landscaping.

FINANCIAL ANALYSIS

GL Line-Item Number: 402.5350.400063.000

Total Revised Budget: \$1,283,267.00

Encumbered Amount: \$59,819.50

Balance Remaining: \$1,176,753.00

ATTACHMENTS

Staff Memo

Bids Received

Letter of Recommendation from KHA

Draft Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AWARDED A CONTRACT TO C&I CONSTRUCTION AND DESIGN INC. IN THE AMOUNT OF \$871,000 TO REPLACE EJECTOR STATION WITH SUBMERSIBLE PUMP; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, Ejector Station A has been deemed to be inadequate and must be replaced with submersible pumps; and

WHEREAS, the Town invited construction bids to replace Ejector Station A with submersible pumps; and

WHEREAS, the bid received from C & I Construction and Design Inc. was deemed to be the lowest responsive bid; and

WHEREAS, staff wishes to utilize the services of C&I Construction and Design Inc. to replace Ejector Station A with submersible pumps and believes that this is in the best interest of the Town and its citizens.

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

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

Section 2. Authorization of the Town Council. The Town Council authorizes the expenditure of \$871,000 in favor of C&I Construction and Design Inc. for the replacement of Ejector Station A with submersible pumps.

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

PASSED AND ADOPTED by the Town of Bay Harbor Islands this 14th day of May 2025.

By: _____
Isaac Salver, Mayor

ATTEST:

Yvonne P. Hamilton, Town Clerk

APPROVED AS TO FORM:

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

MEMORANDUM

Date: 4/15/2025

Project: Town of BHI Ejector Station Replacement on 100th St and Broadview Terr
Contract No. BHI-252

To: Randy L. Daniel, PE, PMP, CFM

From: Kevin Gerszuny, PE

Subject: Bid Evaluation Summary

The bid opening for the Bay Harbor Island wastewater infrastructure improvement project, contract #BHI-252 – Ejector Station Replacement on 100th St and Broadview Terr was held on April 8, 2025. Two (2) bids were received as presented below:

Rank Order of Bids	Contractor	Bid Totals
-	Engineer's OPCC	\$900,000
1	C&I Construction and Design, Inc.	\$871,000
2	Terra Hyle Contractors, Inc.	\$896,500

Of the 2 bids, C&I Construction and Design was the lowest bidder with a total bid of \$871,000.00 which is 3.2% lower than the Engineer's OPCC.

Based on review of the bidder's submittal package, it appears that the Contractor has performed similar work as required in the Technical Specifications. As such, it is recommended that C&I Construction and Design be considered the lowest responsive bidder on Contract No. BHI-252.

Please feel free to contact me at any time if you have any questions or need additional information regarding this analysis.

Sincerely,

Kimley-Horn and Associates, Inc.



Kevin Gerszuny, PE
Engineer of Record



MEMORANDUM

To: Lindsley Noel, MAcc, Interim Town Manager
From: Yvonne P. Hamilton, Town Clerk
Subject: Bid Opening – ITB-5-1025-PW-0-2025 – 100th Street Ejector Station Replacement
Date: April 8, 2025

The Bid opening for the referenced project was conducted by Town Clerk Yvonne P. Hamilton and Deputy Town Clerk Janai Pomaes at approximately 3:00 p.m. on the due date of April 8, 2025.

Two (2) bids were received as follows:

<u>Company</u>	<u>Bid Amount</u>
Terra Hyle Contractors, Inc. 2140 S Dixie Highway, Suite 205-K Miami, FL 33133 (786) 516-1340	\$896,500.00
C&I Construction and Design, Inc. 14031 SW 143 Court, Unit 6 Miami, FL 33186 (786) 430-1737	\$871,000.00

The bid amounts were announced.

A representative from Terra Hyle Contractors, Inc. was present.

The bid opening concluded at 3:06 p.m.

C & I CONSTRUCTION AND DESIGN INC.

*TOWN OF BAY HARBOR ISLANDS
CONTRACT AND SPECIFICATIONS PACKAGE*



PROJECT NO. BHI-252

**100th STREET EJECTOR
STATION REPLACEMENT**

ITB-5-1025-PW-0-2025/FVR

**FAUSTO VARGAS
PROCUREMENT OFFICER**

Telephone: (786) 202-6012 E-mail: fvargasreyes@bayharborislands-fl.gov

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

C&I Construction and Design, Inc.
14031 S.W. 143rd Court, Unit 6
Miami, FL 33186

SURETY:

(Name, legal status and principal place of business)

The Cincinnati Insurance Company
P.O. Box 145496
Cincinnati, OH 45250-5496

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

100TH Street Ejector Station Replacement - ITB - 5 - 1025 - PW -0-2025/FVR-BHI-252 100

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of March, 2025

(Witness)

C&I Construction and Design, Inc.

(Principal)

(Seal)

By:

(Title) PRESIDENT.

The Cincinnati Insurance Company

(Surety)

(Seal)

By:

(Title) Jarrett Merlucci

Attorney-in-Fact

(Witness)

Dania Gogerty

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Charles J Nielson, David R Hoover, Kevin R Wojtowicz, Charles D Nielson, Laura D Mosholder, Don Bramlage, Jarrett Merlucci, Shawn A Burton, Edward M Clark, Jessica P Reno, Ian A Nipper, Joseph P Nielson, Dale Belis, Christian Collins, Taylor Rosenhaus

of LEESBURG, FL

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Twenty Million Dollars and 00/100 (\$20,000,000.00)

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett

Keith Collett, Attorney at Law
Notary Public – State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 27th day of March, 2025.



Ed R

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

C&I Construction and Design, Inc.
14031 S.W. 143rd Court, Unit 6
Miami, FL 33186

SURETY:

(Name, legal status and principal place of business)

The Cincinnati Insurance Company
P.O. Box 145496
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(Name, legal status and address)

Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

100TH Street Ejector Station Replacement - ITB - 5 - 1025 - PW -0-2025/FVR-BHI-252 100

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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Signed and sealed this 27th day of March, 2025

(Witness)

C&I Construction and Design, Inc.

(Principal)

(Seal)

By:

(Title) PRESIDENT.

The Cincinnati Insurance Company

(Surety)

(Seal)

By:

(Title) Jarrett Merlucci Attorney-in-Fact

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

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of LEESBURG, FL

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

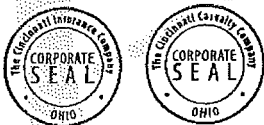
Twenty Million Dollars and 00/100 (\$20,000,000.00)

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RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

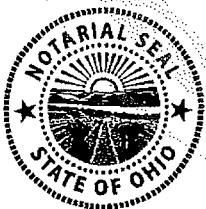


STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett

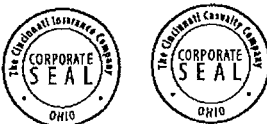
Keith Collett, Attorney at Law
Notary Public – State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 27th day of March

2025



Ed H



100TH Street Ejector Station Replacement.

Project

Furnish all labor, equipment and materials to demolish one existing ejector station and install new prefabricated submersible pump station with control system and water service at the intersection of 100th Street and Broadview Terrace in the Town of Bay Harbor Islands. The project will include but not be limited to all demolition, pump station installation, controls, connection to existing SCADA, electrical, gravity sewer, sanitary manhole, force main piping and fittings, start-up services, training, landscaping, irrigation, site restoration and all other appurtenances necessary for a complete and accepted project.

Bidder will complete the Work in accordance with the Plans for the following price(s):

BID PROPOSAL FOR BID NO. ITB-5-1025-PW-0-2025/FVR						
	General Conditions			Unit Price	Total Value	
1	General requirements (bonds, insurance, etc.)	1	LS	\$45,000.00	\$45,000.00	
2	Mobilization/demobilization	1	LS	\$40,000.00	\$40,000.00	
3	Stormwater pollution prevention plan	1	LS	\$15,000.00	\$15,000.00	
4	Maintenance of Traffic	1	LS	\$45,000.00	\$45,000.00	

	Lift Station Construction					
5	Bypass pumping	1	LS	\$150,000.00	\$150,000.00	
6	Removal and salvage/disposal of existing ejector station equipment and materials	1	LS	\$60,000.00	\$60,000.00	
7	Demolition of existing ejector station	1	LS	\$40,000.00	\$40,000.00	
8	Install HDPE prefabricated lift station with valve vault, control panel, bollards, and concrete slab	1	LS	\$203,000.00	\$203,000.00	
9	Install 4" D.I force main with fittings, open cut	16	LF	\$950.00	\$15,200.00	
10	Install 4" D.I force main with fittings, open cut	1	EA	\$2,000.00	\$2,000.00	
11	Install 8" PVC gravity sewer	22	LF	\$1,200.00	\$26,400.00	
12	Install sanitary sewer manhole	1	EA	\$30,000.00	\$30,000.00	
13	Install 1-inch HDPE water ser	1	LS	\$15,000.00	\$15,000.00	
14	Install/modify electrical service	1	LS	\$89,400.00	\$89,400.00	
15	Landscape (incl. plant/tree removal + new material)	1	LS	\$25,000.00	\$25,000.00	
16	Irrigation (new irrigation system + re-connection to existing Town system)	1	LS	\$20,000.00	\$20,000.00	
17	Lift station site restoration	1	LS	\$30,000.00	\$30,000.00	
	Miscellaneous					
18	Allowance (permitting, FPL, and unforeseen conditions)	1	EA	\$ 20,000.00	\$20,000.00	
TOTAL					\$871,000.00	

Total cost and amount for the project in words _____
Eight Hundred Seventy One Thousand & Zero cents _____

BID TOTAL shall include all labor, materials, equipment, overhead, profit, insurance, Bonds, taxes and contingencies to complete the Project as per Plans entitled "100TH Street Ejector Station Replacement"

Company Name "C&I Construction and Design, Inc." _____

Print Name Carlos Maldonado _____

Title President _____

Signature  _____

Date 3/26/2025 _____



E-VERIFY AFFIRMATION STATEMENT

RFQ/Bid /Contract No: Proj. No. BHI-252

100th Street Ejector Station Replacement

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: "C&I Construction and Design, Inc."

Authorized Company Person's Signature:

Carlos Maldonado

Authorized Company Person's Title:

President

Date:

3/26/2025



Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. *(Only applicable if purchasing real property)* Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: March, 26, 2025

Signed: 

Entity: C&I Construction and Design, Inc. Name: Carlos Maldonado

Title: President

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 26 day of March, 2025, by Carlos Maldonado, as President for C&I Construction and Design, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature:  State of Florida at Large (Seal)

Print Name: Sara G. Carvajal Ceron My commission expires: March 5, 2028





**NONGOVERNMENTAL ENTITY
HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of C&I Construction and Design, Inc, a Florida limited liability company, and attest that said entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm, to the best of my knowledge and belief, that the above stated facts are true and correct.

By: 

Name: Carlos Maldonado

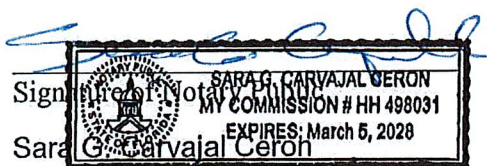
Title: President

STATE OF FLORIDA

COUNTY OF Miami-Dade

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization this 26 day of March 2025, by Carlos Maldonado, as President of C&I Const. & Design, Inc, a Florida limited liability company. He is ☒ personally known to me or ☐ has produced _____ (Type of Identification) as identification.

(Notary Seal)



Print, Type or Stamp Name of Notary

HH-498031

Serial Number, if any



NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any Town of Bay Harbor Islands, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Town of Bay Harbor Islands, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

Town employees may not contract with the Town through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members (spouse, parents and children) are also prohibited from contracting with the Town subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment.

Name

Relationships

N/A

In the event the vendor does not indicate any names, the Town shall interpret this to mean that the vendor has indicated that no such relationships exist.



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF Miami-Dade)

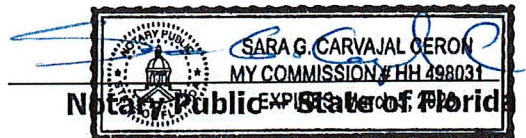
I, the undersigned, hereby duly sworn and depose say that no portion of this sum herein Bid will be paid to any employees of the Town of Bay Harbor Islands or its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Carlos Maldonado 

Title: President

The foregoing instrument was acknowledged before me this 26 day of, 2025 by Carlos Maldonado [name of person], as President [type of authority], for [name of party on behalf of whom instrument was executed]. C&I Construction and Design, Inc.

AFFIX NOTARY STAMP HERE:



Sara G. Carvajal Ceron
Print or Type Commissioned Name

Personally Known Yes OR Produced Identification Type of Identification Produced



DISPUTE DISCLOSURE FORM

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

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

YES _____ NO X _____

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

YES _____ NO X _____

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

YES _____ NO X _____ If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

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

C*I Construction and Design, Inc. _____

Firm

Authorized Signature

3/26/2025 _____

Date

Carlos Maldonado / President

Print or Type Name and Title



Town of Bay Harbor islands
1030 95th Street
(305) 866-6241

ITB-5-1025-PW-0-2025/FVR

100TH Street Ejector Station Replacement

ADDENDUM NO. 1

ISSUED: March 13, 2025

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

1- Questions submitted:

Question 1.

Could you give us the Engineer Estimate of the project: 100th STREET EJECTOR STATION REPLACEMENT

Answer

The Engineer of Record Estimated Probable Cost of Construction is \$900,000.00

Question 2.

The bid documents outlines that the primary license requirements for this job are for a Florida Certified General Contractor's License. Could a Certified Utility Underground/Excavation and Pipelines Contractor licensed by State of Florida Department of Business and Professional Regulations also be considered a primary for this project?

ADDENDUM #1

Answer

The bid documents specify that the primary license requirement for this job is a Florida Certified General Contractor's License. However, as confirmed by the consultant, the Miami-Dade Water and Sewer Department (MDWASD) does allow a Certified Utility Underground/Excavation and Pipelines Contractor, licensed by the State of Florida Department of Business and Professional Regulation, to bid on this project. This is in accordance with Section 489.115, Florida Statutes

Fausto Vargas

Procurement Officer

Company Name: "C&I Construction and Design, Inc."
(please print)

Bidder's Signature: 

Date: 3/26/2025



Town of Bay Harbor islands
1030 95th Street
(305) 866-6241

ITB-5-1025-PW-0-2025/FVR

100TH Street Ejector Station Replacement

ADDENDUM NO. 2

ISSUED: March 27, 2025

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

1- The bid opening will be extended until Tuesday, April 8th at 3 pm; The final day to submit questions will be Friday, April 4th.

Fausto Vargas

Procurement Officer

Company Name: "C&I Construction and Design, Inc."

(please print)

Bidder's Signature: _____

Date: 03/27/2025



Town of Bay Harbor islands
1030 95th Street
(305) 866-6241

ITB-5-1025-PW-0-2025/FVR

100TH Street Ejector Station Replacement

ADDENDUM NO. 3

ISSUED: April 3, 2025

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

1- Questions submitted:

Question 1.

The well at the job site is about 18 feet deep, and according to the geotechnical report, water is encountered at a depth of 5 feet. Given this condition, dewatering will be necessary. Based on local regulations, will a dewatering permit from DERM (Department of Environmental Resource Management) be required for this project?

Answer

Yes, dewatering permit from DERM will be required. Contractor will need to apply and obtain permit prior to dewatering

Question 2.

If a DERM permit is required, will the cost associated with obtaining the permit and conducting the dewatering process be reimbursed by the Town, or will it be the contractor's responsibility?

Answer

ADDENDUM #3

Contractor shall account for all costs associated with the dewatering process in his bid. The Town will only reimburse Contractor for the cost of the permit fee as part of the Allowance Bid Item No. 18.

Question 3

Are there any specific dewatering methods or techniques that the Town requires to be used for this project, such as well points, sump pumps, or deep wells? If so, please provide details on the approved methods. Also, where will the town allow the dewatering discharge to take place?

Answer

Contractor is responsible for identifying proposed dewatering methods meeting Miami Dade County and DERM requirements. The successful contractor may discharge stormwater to a suitable stormwater manhole/catch basin within the vicinity of the project as long as the dewatering effluent meets permit conditions stated above

Question 4

Regarding the staging area for construction equipment and materials, will the Town allow a designated staging area on the street with an MOT (Maintenance of Traffic) detour plan in place?

Answer

The Town will work with the successful contractor to identify an appropriate public space to stage the contract (it will not be in the street). The contractor shall be responsible for security of equipment and materials.

Question 5

Alternatively, does the Town have any available lots near the job site that the contractor can use as a staging area to minimize street obstruction and improve site logistics? If so, what are the conditions for using such a lot?

Answer

The Town will work with the successful contractor to identify an appropriate public space to stage the contract. Permanent lane closures will not be allowed to stage the project.

Question 6

Will the town be willing to change the wet well from the HDPE specified in the plans to the alternate "Fiberglass Wet Well"?

Answer

Yes, a fiberglass wetwell suitable for wastewater exposure will be acceptable. Contractor shall be responsible for providing buoyancy ballast calculations signed and sealed confirming design as part of the shop drawing review.

ADDENDUM #3

Question 7

Which brand and model of the invert knife valve is the city and/or engineer currently using or would like to have?

Answer

See Specification Section 15100. AWWA Flanged Resilient Wedge Gate Valve with Top Mounted Handwheel will be required. Approved manufacturers include American Flow Control, Clow, Kennedy, or Mueller.

Question 8

What are the specific configurations of the invert knife valve that need to be considered for the wet well hatch cover design?

Answer

Refer to Sheet C2.10; knife valve is not required inside of the wetwell.

Question 9

How should the wet well hatch cover be custom designed to ensure usability and operability for service personnel?

Answer

Refer to Sheet C2.10 for wetwell hatch cover dimensions, appurtenances, and configuration. Wetwell dimensions shall meet or exceed the pump manufacturer minimum requirements to easily retrieve either submersible pump.

Question 10

What is the model and name of the radar level controller that will be compatible with the control panels the city is purchasing?

Answer

Level transmitter model shall submersible transducer Model Bird Cage as shown on the contract plans. Contractor is responsible for integrating level sensor with control panel.

Fausto Vargas

Procurement Officer

Company Name: "C&I Construction and Design, Inc."
(please print)

Bidder's Signature: 

Date: 4/4/2025

REFERENCES

1. Company Name Ferguson

Address 10810 SW 184 Street Miami, FL 33157

Telephone Number 786-573-7140

Contact Name Felipe Mccausland

2. Company Name United Rentals

Address 6501 NW 77 Avenue Miami, FL 33166

Telephone Number 305-477-7368

Contact Name James

3. Company Name Stuart Building Products

Address 1341 NW 15 Street Pompano Beach, FL 33069

Telephone Number 954-978-8900

Contact Name Peter Lamadrid

4. Company Name Barreiro Concrete

Address 9409 NW 109 Street, Medley FL 33178

Telephone Number 305-805-0095

Contact Name Antonio Marinas

5. Company Name Sunbelt Rentals

Address 6550 NW 77 Court Miami, FL 33166

Telephone Number 305-470-9277

Contact Name Julio

6. Company Name **Precast manufacturing**

Address **1300 NW 4 Street Homestead, FL 33030**

Telephone Number **786-370-2002**

Contact Name **Idan**

Project Name	PS 1026
Owner	Miami Dade Water and Sewer
Arquitect	Miami Dade County
General Contractor	Pabon Engineering
GC Contact name & Phone Number	Alex Balsinde / 305-297-4883
Contract Amount	140,000
Scope of work	Excavation, Installation new Valve Box, valves, fittings, Coating, new generator, temporary by-pass pumps, Force main connection, Electrical Work, Fence, Asphalt
Date of completion	October, 2019
Percentage of work performed with your own forces	100%

Project Name	PS 827
Owner	Miami Dade Water and Sewer
Arquitect	Miami Dade County
General Contractor	Pabon Engineering
GC Contact name & Phone Number	Alex Balsinde / 305-297-4883
Contract Amount	150,000
Scope of work	Excavation, Installation new Valve Box, valves, fittings, Coating, new generator, temporary by-pass pumps, Force main connection, Electrical Work, Fence, Asphalt
Date of completion	November, 2019
Percentage of work performed with your own forces	100%

Project Name	PS 124
Owner	Miami Dade Water and Sewer
Arquitect	Miami Dade County
General Contractor	Pabon Engineering
GC Contact name & Phone Number	Alex Balsinde / 305-297-4883
Contract Amount	850,000
Scope of work	Excavation, Installation new Wet Well, Valve Box, valves, fittings, Coating, new generator, temporary by-pass pumps, Force main connection, Electrical Work, Fence, Asphalt
Date of completion	November, 2018
Percentage of work performed with your own forces	100%

Project Name	PS 11C, PS 10, PS 11A, PS 8, PS 1, PS 2
Owner	City of Opa-Locka
Arquitect	Mohammad Nasir
General Contractor	C&I Construction and Design Inc.
GC Contact name & Phone Number	Mohammad Nasir / 754-248-1004
Contract Amount	4'616,098
Scope of work	Installation of pumps, Valve Box, valves, fittings, Coating, Force main, Gravity Sewer, Electrical Work, Emergency By-Pass Pump, Asphalt.
Date of completion	November, 2015
Percentage of work performed with your own forces	90%

Project Name	Pump Station # 0010 WASD
Owner	Miami–Dade Water & Sewer
General Contractor	“C&I Construction and Design, Inc.”
Contract Amount	\$ 1,772,670.00 (not including CO)

Cont...

Project Name

Booster Station

Owner

City of Tamarac

General Contractor

"C&I Construction and Design, Inc."

Contract Amount

\$ 2,025,187.56

Project Name**PS 1026**

Owner	Miami Dade Water and Sewer
Arquitect	Miami Dade County
General Contractor	Pabon Engineering
GC Contact name & Phone Number	Alex Balsinde / 305-297-4883
Contract Amount	140,000
Scope of work	Excavation, Installation new Valve Box, valves, fittings, Coating, new generator, temporary by-pass pumps, Force main connection, Electrical Work, Fence, Asphalt
Date of completion	October, 2019
Percentage of work performed with your own forces	100%

Project Name**PS 827**

Owner	Miami Dade Water and Sewer
Arquitect	Miami Dade County
General Contractor	Pabon Engineering
GC Contact name & Phone Number	Alex Balsinde / 305-297-4883
Contract Amount	150,000
Scope of work	Excavation, Installation new Valve Box, valves, fittings, Coating, new generator, temporary by-pass pumps, Force main connection, Electrical Work, Fence, Asphalt
Date of completion	November, 2019
Percentage of work performed with your own forces	100%

Project Name	PS 124
Owner	Miami Dade Water and Sewer
Arquitect	Miami Dade County
General Contractor	Pabon Engineering
GC Contact name & Phone Number	Alex Balsinde / 305-297-4883
Contract Amount	850,000
Scope of work	Excavation, Installation new Wet Well, Valve Box, valves, fittings, Coating, new generator, temporary by-pass pumps, Force main connection, Electrical Work, Fence, Asphalt
Date of completion	November, 2018
Percentage of work performed with your own forces	100%

Project Name	PS 11C, PS 10, PS 11A, PS 8, PS 1, PS 2
Owner	City of Opa-Locka
Arquitect	Mohammad Nasir
General Contractor	C&I Construction and Design Inc.
GC Contact name & Phone Number	Mohammad Nasir / 754-248-1004
Contract Amount	4'616,098
Scope of work	Installation of pumps, Valve Box, valves, fittings, Coating, Force main, Gravity Sewer, Electrical Work, Emergency By-Pass Pump, Asphalt.
Date of completion	November, 2015
Percentage of work performed with your own forces	90%

Project Name	Pump Station # 0010 WASD
Owner	Miami–Dade Water & Sewer
General Contractor	“C&I Construction and Design, Inc.”
Contract Amount	\$ 1,772,670.00 (not including CO)

Cont...

Project Name

Booster Station

Owner

City of Tamarac

General Contractor

"C&I Construction and Design, Inc."

Contract Amount

\$ 2,025,187.56



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MALDONADO, CARLOS MARIO

C & I CONSTRUCTION AND DESIGN, INC.
14031 SW 143RD COURT UNIT#6
MIAMI FL 33186

LICENSE NUMBER: CGC1514770

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/23/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748		CONTACT NAME: PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No):	
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : FCCI Insurance Company	
		NAIC # 10178	
INSURED C&I Construction and Design, Inc. 14031 SW 143 Court, Unit 6 Miami, FL 33186		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	GL100096096-00	10/10/2024	10/10/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL EACH EMPLOY \$ 100,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	CA100096097-00	10/10/2024	10/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	UMB100096099-00	10/10/2024	10/10/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC0100096098-00	10/10/2024	10/10/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT NO. BHI-252 - 100th STREET EJECTOR STATION REPLACEMENT - ITB-5-1025-PW-0-2025/FVR

The Town, a Florida municipal corporation, its officials, employees, and volunteers are included as additional insured with respect to general liability on a primary and non-contributory basis when required by written contract. A Waiver of subrogation applies in favor of the additional insured with respect to general liability, auto liability and workers comp when required by written contract. Umbrella follows form.

CERTIFICATE HOLDER

CANCELLATION

Town of Bay Harbor Islands 1030 95th Street Bay Harbor Islands, FL 33154	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted before prior to the bid opening date and time listed. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) **Terra Hyle Contractors, Inc** EIN (Optional): **27-4746990**

Address: **2140 South Dixie Hwy - Suite 205K**

Town: **Miami** State: **FL** Zip: **33133**

Telephone No.: **786-516-1340** FAX No.: **N/A** Email: **mocanasr@terrahyleinc.com**

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
#1	March 13, 2025	#3	April 3, 2025		
#2	March 27, 2025				

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the Town and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the Town's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the Town's protest ordinance contained in this competitive solicitation.

Submitted by:

Felix Ocana

Name (printed)

April 8, 2025

Date

Signature

Vice-president

Title



100TH Street Ejector Station Replacement.

Project

Furnish all labor, equipment and materials to demolish one existing ejector station and install new prefabricated submersible pump station with control system and water service at the intersection of 100th Street and Broadview Terrace in the Town of Bay Harbor Islands. The project will include but not be limited to all demolition, pump station installation, controls, connection to existing SCADA, electrical, gravity sewer, sanitary manhole, force main piping and fittings, start-up services, training, landscaping, irrigation, site restoration and all other appurtenances necessary for a complete and accepted project.

Bidder will complete the Work in accordance with the Plans for the following price(s):

BID PROPOSAL FOR BID NO. ITB-5-1025-PW-0-2025/FVR					
	General Conditions			Unit Price	Total Value
1	General requirements (bonds, insurance, etc.)	1	LS	\$35000.00	\$35,000.00
2	Mobilization/demobilization	1	LS	\$25,000.00	\$25,000.00
3	Stormwater pollution prevention plan	1	LS	\$8,000.00	\$8,000.00
4	Maintenance of Traffic	1	LS	\$24,000.00	\$24,000.00

	Lift Station Construction				
5	Bypass pumping	1	LS	\$40,000.00	\$40,000.00
6	Removal and salvage/disposal of existing ejector station equipment and materials	1	LS	\$70,000.00	\$70,000.00
7	Demolition of existing ejector station	1	LS	\$70,000.00	\$70,000.00
8	Install HDPE prefabricated lift station with valve vault, control panel, bollards, and concrete slab	1	LS	\$398,000.00	\$398,000.00
9	Install 4" D.I force main with fittings, open cut	16	LF	\$500.00	\$8,000.00
10	Install 4" D.I force main with fittings, open cut	1	EA	\$2,500.00	\$2,500.00
11	Install 8" PVC gravity sewer	22	LF	\$1,500.00	\$33,000.00
12	Install sanitary sewer manhole	1	EA	\$18,000.00	\$18,000.00
13	Install 1-inch HDPE water ser	1	LS	\$15,000.00	\$15,000.00
14	Install/modify electrical service	1	LS	\$60,000.00	\$60,000.00
15	Landscape (incl. plant/tree removal + new material)	1	LS	\$25,000.00	\$25,000.00
16	Irrigation (new irrigation system + re-connection to existing Town system)	1	LS	\$15,000.00	\$15,000.00
17	Lift station site restoration	1	LS	\$30,000.00	\$30,000.00
	Miscellaneous				
18	Allowance (permitting, FPL, and unforeseen conditions)	1	EA	\$ 20,000.00	\$20,000.00

TOTAL		\$896,500.00
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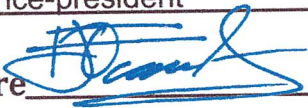
Total cost and amount for the project in words Eight hundred Ninety-Six Thousand
Five Hundred Dollars and Zero Cents.

BID TOTAL shall include all labor, materials, equipment, overhead, profit, insurance, Bonds, taxes and contingencies to complete the Project as per Plans entitled "100TH Street Ejector Station Replacement"

Company Name Terra Hyle Contractors, Inc

Print Name Felix Ocana

Title Vice-president

Signature 

Date April 8, 2025



E-VERIFY AFFIRMATION STATEMENT

RFQ/Bid /Contract No: BID NO., ITB-5-1025-PW-0-2025/FVR, BHI - 252

100TH

Project Description:

Street Ejector Station Replacement.

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: Terra Hyle Contractors, Inc

Authorized Company Person's Signature:

A handwritten signature in blue ink, appearing to read "Terra Hyle", is written over a horizontal line.

Authorized Company Person's Title:

Vice-president

Date:

April 8, 2025



Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: April 8, 2025

Signed: 

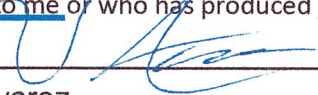
Entity: Terra Hyle Contractors, Inc

Name: Felix Ocana

Title: Vice-president

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 8th day of April, 2025, by Felix Ocana, as Vice-president for Terra Hyle Contractors, Inc, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: 

State of Florida at Large (Seal)

Print Name: Victoria Alvarez

My commission expires: _____





**NONGOVERNMENTAL ENTITY
HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Terra Hyle Contractor, Inc, a Florida ~~limited liability company~~ ^{Corporation}, and attest that said entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm, to the best of my knowledge and belief, that the above stated facts are true and correct.

By: 

Name: Felix Ocana

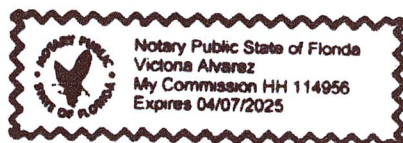
Title: Vice-president

STATE OF FLORIDA

COUNTY OF Miami-Dade

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization this 8th day of ~~February~~ ^{April}, 2025, by Felix Ocana, as Vice-president of Terra Hyle Contractors, Inc, a Florida limited liability company. He is ☒ personally known to me or ☐ has produced _____ (Type of Identification) as identification.

(Notary Seal)




Signature of Notary Public

Victoria Alvarez
Print, Type or Stamp Name of Notary

HH 114956
Serial Number, if any



NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any Town of Bay Harbor Islands, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Town of Bay Harbor Islands, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

Town employees may not contract with the Town through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members (spouse, parents and children) are also prohibited from contracting with the Town subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment.

Name

Relationships

Felix Ocana

Terra Hyle Contractors, Inc

Vice-president



In the event the vendor does not indicate any names, the Town shall interpret this to mean that the vendor has indicated that no such relationships exist.



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF Miami-Dade)

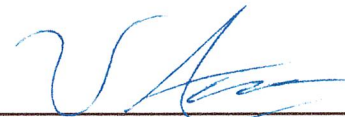
I, the undersigned, hereby duly sworn and depose say that no portion of this sum herein Bid will be paid to any employees of the Town of Bay Harbor Islands or its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:  Felix Ocana
Title: Vice-president

The foregoing instrument was acknowledged before me this 8th day of, ²⁵~~2020~~
by Felix Ocana [name of person], as Vice-president [type of
authority], for Terra Hyle Contractors, Inc [name of party on behalf of whom instrument was
executed].

AFFIX NOTARY STAMP HERE:




Notary Public – State of Florida
Victoria Alvarez
Print or Type Commissioned Name

Personally Known  OR Produced Identification _____ Type of
Identification Produced _____



DISPUTE DISCLOSURE FORM

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

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

YES _____ NO X

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

YES _____ NO X

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

YES _____ NO X If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

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

Terra Hyle Contractors, Inc

Firm

Authorized Signature

April 8th, 2025

Date

Felix Ocana / Vice-president

Print or Type Name and Title



The Gray Insurance Company
The Gray Casualty & Surety Company

Bid Bond

Know all men by these presents:

THAT Terra Hyle Contractors, Inc.

of 2140 S Dixie Hwy - Suite 205K, Miami, FL 33133

hereinafter called the Principal, and ~~<Select>~~ The Gray Casualty & Surety Company of Metairie, Louisiana, a corporation duly organized under the laws of the State of Louisiana, as Surety, hereinafter called the Surety, are held firmly bound unto Town of Bay Harbor Islands as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid for the payment of which sum and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid:

Job Number: ITB-5-1025-PW-0-2025/FVR

Project Description: 100th Street Ejector Station Replacement

Project Location: Town of Bay Harbor Islands, FL

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specialized in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed this 8th day of April, 2025, by:

Principal: Terra Hyle Contractors, Inc.

Signature and Title:


Vice-president

Witness: Secretary

Signature:

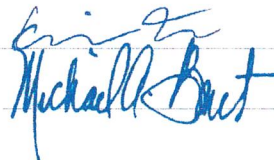


Surety: The Gray Casualty & Surety Company

Attorney-in-Fact: Michael A. Bonet

Witness:

Signature:





THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: N/A

Principal: Terra Hyle Contractors, Inc.

Project: 100th Street Ejector Station Replacement; ITB-5-1025-PW-0-2025/FVR

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Michael A. Bonet of Miami, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 8th day of April, 2025.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 8th day of April, 2025.

Leigh Anne Henican





**Town of Bay Harbor islands
1030 95th Street
(305) 866-6241**

ITB-5-1025-PW-0-2025/FVR

100TH Street Ejector Station Replacement

ADDENDUM NO. 1

ISSUED: March 13, 2025

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

1- Questions submitted:

Question 1.

Could you give us the Engineer Estimate of the project: 100th STREET EJECTOR STATION REPLACEMENT

Answer

The Engineer of Record Estimated Probable Cost of Construction is \$900,000.00

Question 2.

The bid documents outlines that the primary license requirements for this job are for a Florida Certified General Contractor's License. Could a Certified Utility Underground/Excavation and Pipelines Contractor licensed by State of Florida Department of Business and Professional Regulations also be considered a primary for this project?

ADDENDUM #1

Answer

The bid documents specify that the primary license requirement for this job is a Florida Certified General Contractor's License. However, as confirmed by the consultant, the Miami-Dade Water and Sewer Department (MDWASD) does allow a Certified Utility Underground/Excavation and Pipelines Contractor, licensed by the State of Florida Department of Business and Professional Regulation, to bid on this project. This is in accordance with Section 489.115, Florida Statutes

Fausto Vargas

Procurement Officer

Company Name: Terra Hyle Contractors, Inc
(please print)

Bidder's Signature:  _____

Date: April 8, 2025



Town of Bay Harbor islands
1030 95th Street
(305) 866-6241

ITB-5-1025-PW-0-2025/FVR

100TH Street Ejector Station Replacement

ADDENDUM NO. 2

ISSUED: March 27, 2025

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

1- The bid opening will be extended until Tuesday, April 8th at 3 pm; The final day to submit questions will be Friday, April 4th.

Fausto Vargas

Procurement Officer

Company Name: Terra Hyle Contractors, Inc

(please print)

Bidder's Signature: 

Date: April 8, 2025



**Town of Bay Harbor islands
1030 95th Street
(305) 866-6241**

ITB-5-1025-PW-0-2025/FVR

100TH Street Ejector Station Replacement

ADDENDUM NO. 3

ISSUED: April 3, 2025

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

1- Questions submitted:

Question 1.

The well at the job site is about 18 feet deep, and according to the geotechnical report, water is encountered at a depth of 5 feet. Given this condition, dewatering will be necessary. Based on local regulations, will a dewatering permit from DERM (Department of Environmental Resource Management) be required for this project?

Answer

Yes, dewatering permit from DERM will be required. Contractor will need to apply and obtain permit prior to dewatering

Question 2.

If a DERM permit is required, will the cost associated with obtaining the permit and conducting the dewatering process be reimbursed by the Town, or will it be the contractor's responsibility?

Answer

ADDENDUM #3

Contractor shall account for all costs associated with the dewatering process in his bid. The Town will only reimburse Contractor for the cost of the permit fee as part of the Allowance Bid Item No. 18.

Question 3

Are there any specific dewatering methods or techniques that the Town requires to be used for this project, such as well points, sump pumps, or deep wells? If so, please provide details on the approved methods. Also, where will the town allow the dewatering discharge to take place?

Answer

Contractor is responsible for identifying proposed dewatering methods meeting Miami Dade County and DERM requirements. The successful contractor may discharge stormwater to a suitable stormwater manhole/catch basin within the vicinity of the project as long as the dewatering effluent meets permit conditions stated above

Question 4

Regarding the staging area for construction equipment and materials, will the Town allow a designated staging area on the street with an MOT (Maintenance of Traffic) detour plan in place?

Answer

The Town will work with the successful contractor to identify an appropriate public space to stage the contract (it will not be in the street). The contractor shall be responsible for security of equipment and materials.

Question 5

Alternatively, does the Town have any available lots near the job site that the contractor can use as a staging area to minimize street obstruction and improve site logistics? If so, what are the conditions for using such a lot?

Answer

The Town will work with the successful contractor to identify an appropriate public space to stage the contract. Permanent lane closures will not be allowed to stage the project.

Question 6

Will the town be willing to change the wet well from the HDPE specified in the plans to the alternate "Fiberglass Wet Well"?

Answer

Yes, a fiberglass wetwell suitable for wastewater exposure will be acceptable. Contractor shall be responsible for providing buoyancy ballast calculations signed and sealed confirming design as part of the shop drawing review.

ADDENDUM #3

Question 7

Which brand and model of the invert knife valve is the city and/or engineer currently using or would like to have?

Answer

See Specification Section 15100. AWWA Flanged Resilient Wedge Gate Valve with Top Mounted Handwheel will be required. Approved manufacturers include American Flow Control, Clow, Kennedy, or Mueller.

Question 8

What are the specific configurations of the invert knife valve that need to be considered for the wet well hatch cover design?

Answer

Refer to Sheet C2.10; knife valve is not required inside of the wetwell.

Question 9

How should the wet well hatch cover be custom designed to ensure usability and operability for service personnel?

Answer

Refer to Sheet C2.10 for wetwell hatch cover dimensions, appurtenances, and configuration. Wetwell dimensions shall meet or exceed the pump manufacturer minimum requirements to easily retrieve either submersible pump.

Question 10

What is the model and name of the radar level controller that will be compatible with the control panels the city is purchasing?

Answer

Level transmitter model shall submersible transducer Model Bird Cage as shown on the contract plans. Contractor is responsible for integrating level sensor with control panel.

Fausto Vargas

Procurement Officer

Company Name: Terra Hyle Contractors, Inc
(please print)

Bidder's Signature: 

Date: April 8, 2025



This is your license. It is unlawful for anyone other than the licensee to use this document.

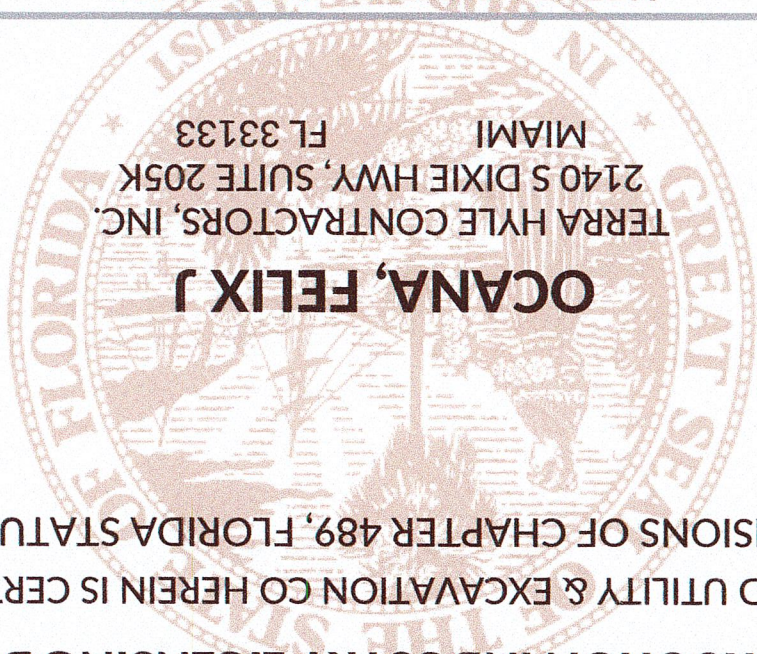
Do not alter this document in any form.

ISSUED: 07/12/2024

Always verify licenses online at MyFloridaLicense.com

EXPIRATION DATE: AUGUST 31, 2026

LICENSE NUMBER: CUC1226109



MIAMI FL 33133

TERRA HYLE CONTRACTORS, INC.
2140 S DIXIE HWY, SUITE 205K

Ocana, Felix J

CONSTRUCTION INDUSTRY LICENSING BOARD
THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION



Ron Desantis, Governor

Melanie S. Griffin, Secretary





This is your license. It is unlawful for anyone other than the licensee to use this document.

Do not alter this document in any form.

ISSUED: 08/07/2024

Always verify licenses online at MyFloridaLicense.com

EXPIRATION DATE: AUGUST 31, 2026

LICENSE NUMBER: CGC058706

MIAMI FL 33133

SUITE 205-K

2140 SOUTH DIXIE HWY

TERRA HYLE CONTRACTORS, INC.

OCANA, MARIA E

CONSTRUCTION INDUSTRY LICENSING BOARD
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION



Ron Desantis, Governor

Melanie S. Griffin, Secretary



AGENDA ITEM REPORT

May 14, 2025

ITEM NUMBER: 5.

ITEM: Consideration and Approval of a Resolution approving an employment agreement with Town Manager Lindsley Noel. Enclosed are the proposed agreement and draft Resolution. Sponsored by Vice Mayor Stephanie Bruder, Council Member Joshua Fuller, and Council Member Robert Yaffe.

DESCRIPTION:

Consideration and Approval of a Resolution approving an employment agreement with Town Manager Lindsley Noel. Enclosed are the proposed agreement and draft Resolution. Sponsored by Vice Mayor Stephanie Bruder, Council Member Joshua Fuller, and Council Member Robert Yaffe.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

FINANCIAL ANALYSIS: Proposed Town Manager's Contract

Current Adopted Budget: \$255,000 (salary) + \$79,802 (Taxes and Benefits) = \$334,802

Current Proposed Salary for Town Manager: \$295,000 (salary) + \$92,028 (Taxes and Benefits) = \$387,028

Annual Variance: \$52,226

Financial Impact for the Remainder of FY2025 (4/9/25–9/30/25): \$25,842

Payroll Allocation for Additional Salary (4/9/25–9/30/25):

- **001.5210.400012.000 (Regular Salaries & Wages - General Fund): 10% - \$2,584**
- **401.5415.400012.000 (Regular Salaries & Wages - Water Fund): 65% - \$16,797**
- **402.5350.400012.000 (Regular Salaries & Wages - Sewer Fund): 7% - \$1,809**
- **403.5330.400012.000 (Regular Salaries & Wages - Stormwater Fund): 6% - \$1,551**
- **404.5450.400012.000 (Regular Salaries & Wages - Solid Waste Fund): 5% - \$1,292**

- **406.5380.400012.000 (Regular Salaries & Wages - Parking Fund): 7% - \$1,809**

Total Financial Impact: \$25,842 for the following period (4/9/25–9/30/25)

Town Manager's Revised Annual Budget:

Funding Sources: 001, 401, 402, 403, 404, 406

- **Regular Salaries & Wages:** \$295,000
- **Benefits & Additional Pay:** \$92,028
- **Total Salary, Benefits, and Additional Pay:** \$387,028

Encumbered Amount: \$208,906

Remaining Balance from adopted budget: \$125,896

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Resolution - Lindsley Noel Town Manager Employment Agreement- May 14, 2025
2.	Final-Town Manager Employment Agreement -- 5-7-25 (BJS).D

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT WITH TOWN MANAGER LINDSLEY NOEL; PROVIDING FOR INCORPORATION OF RECITALS; AUTHORIZING EXECUTION OF THE AGREEMENT, AUTHORIZING EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Town Council appointed Lindsley Noel as the permanent Town Manager on April 9, 2025 and authorized the Town Attorney to negotiate an Employment Agreement (“Agreement”) for Town Manager services; and

WHEREAS, a copy of the agreement setting the terms and conditions of employment for town manager services is attached hereto as Exhibit 1; and

WHEREAS, after careful consideration, the Council has determined it is in the best interest and welfare of the citizens of the Town to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bay Harbor Islands, Florida, as follows:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The Agreement between the Town of Bay Harbor Islands and Town Manager Lindsley Noel is hereby approved in substantially the form attached hereto as “Exhibit 1”, and the Council authorizes the Mayor to execute the Agreement.

Section 3. This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 14th day of May, 2025.

**ISAAC SALVER
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.**

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into as of the ____ day of May, 2025 (the "Effective Date"), by and between the Town of Bay Harbor Islands, Florida, a Florida municipal corporation located in Miami-Dade County (the "Town"), and Lindsley Noel, an individual residing in Miami-Dade County ("Mr. Noel" or the "Town Manager"). The Town and the Town Manager may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Article III, Section 3.01 of the Town's Charter requires that there shall be a Town Manager who shall be the Chief Administrative Officer of the Town; and

WHEREAS, the Town desires to employ Mr. Noel to serve as Town Manager as provided in Article III of the Town Charter and as set forth in this Agreement; and

WHEREAS, the Town desires to provide Town Manager with certain compensation and benefits, and to establish conditions of employment applicable to the Town Manager; and

WHEREAS, Mr. Noel desires to accept employment as Town Manager under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual promises set forth in this Agreement, and other good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, the Town and Town Manager agree as follows:

Section 1. Duties

A. The Town Manager shall perform the functions and duties of his position as specified in the Town Charter and the Town's Code of Ordinances (the "Code"), and such other legally permissible and proper duties and functions as the Town Council shall assign from time to time.

B. The Town Manager shall discharge his duties in accordance with this Agreement, the Town Charter and Code, and any applicable Town employment policies as may be established and amended from time to time, and in a professional and respectable fashion as required of Town Managers generally and as required by the standards of the Code of Ethics of the International Town/County Management Association.

C. The position of Town Manager is an exempt position pursuant to the Federal Fair Labor Standards Act. The Town Manager shall dedicate no less than an average of forty (40) hours per week to the performance of his duties hereunder spread over a five (5) day work week (Monday through Friday). The Town Manager shall attend all meetings of the Town, and make himself accessible to the Town Council, Town employees, and Town agents during weekends, if

reasonably necessary. The Town Manager or his designee shall attend all Town-sponsored events held on weekends (unless excused by Town Council). The Town Manager shall be on call 24 hours a day to respond to emergencies within the Town and shall inform the Town Council of such emergencies as soon as reasonably practical.

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

Section 2. Term of Agreement

A. This Agreement shall commence on the Effective Date and shall remain in effect until terminated by the Town or the Town Manager as provided herein. Town Manager acknowledges that employment with the Town is on an at-will basis and that Town Manager shall serve at the pleasure of the Town Council. Nothing in this Agreement shall prevent, limit, and/or otherwise interfere with the right of the Town Council to terminate Town Manager at any time, subject to the Town Charter.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town Manager to resign at any time from the position of Town Manager, subject only to the provisions set forth in Section 5 of this Agreement.

Section 3. Salary

A. The Town agrees to pay the Town Manager as compensation for his services under this Agreement an initial annual salary of \$295,000.00, payable in biweekly installments at the same time as when other Town employees are paid. This salary is subject to all legally required deductions. This salary will be applied retroactively effective to the Commencement Date of April 9, 2025.

B. Town Manager shall receive cost of living adjustments in the same amount as other exempt employees of the Town should the Town authorize cost of living adjustments for all other Town employees.

C. Beginning September 30, 2025, the Town shall annually conduct a formal, written performance evaluation of the Town Manager. The evaluation shall be based on mutually agreeable performance criteria, including but not limited to: leadership, fiscal management, policy implementation, communication, community engagement, and departmental oversight. The evaluation process and criteria shall be established by the Town Council in collaboration with the Town Manager and adopted by resolution or formal consensus. Nothing herein shall require the Town to increase the compensation and/or other benefits of the Town Manager. Failure to conduct an annual evaluation shall not constitute a material breach of this Agreement. Upon completion of the annual performance evaluation, the Town Council shall determine whether the Town Manager is eligible for a merit-based salary increase, separate from and in addition to any cost-of-living adjustment (COLA). If granted, the merit increase shall be no less than 2.5% and no more than 5% of the Town Manager's then-current base salary and shall take effect at the start of the

next fiscal year. If the Town Council does not complete the annual performance evaluation by October 31 of each year, the Town Manager shall automatically receive a merit increase of 5%, effective as of the prior October 1, regardless of whether other exempt employees receive merit increases. The Town Manager shall have the right to respond in writing to the annual performance evaluation and to request a public discussion of the evaluation with the Town Council.

Section 4. Termination by the Town

A. In the event the Town Council wishes to terminate the Town Manager, it shall do so in accordance with Section 3.01 of the Town Charter.

B. In the event the Town Council wishes to terminate the Town Manager without cause, the Town Manager shall receive a lump sum severance payment equal to 20 weeks of his regular base salary at the time of termination. Additionally, the Town shall continue to pay the premium for the Town Manager's health insurance for 20 weeks. The Town shall not provide the Town Manager with his automobile allowance, cellular telephone allowance, or any other benefit or reimbursement (except that specifically set forth in this paragraph) beyond the date of his termination. All severance payments (excluding the continuation of his health insurance benefits) shall be paid to the Town Manager within thirty (30) days of the Town Manager's termination, provided the Town Manager first executes a release and waiver of claims releasing the Town from any liability in connection with his employment with the Town.

C. Notwithstanding the provisions of Section 4.B above, in the event Town Manager is terminated for misconduct as defined in Section 443.036(30), Florida Statutes, the Town shall have no obligation to pay the Town Manager any severance pay. Misconduct includes, but is not limited to: (i) breach of any material term or condition of this Agreement; (ii) conviction of a felony; (iii) gross insubordination; (iv) willful neglect of duty; or (v) adjudicated violation of the Florida Code of Ethics for Public Officers and Employees, the Miami-Dade Conflict of Interest and Code of Ethics, the Town Charter, or the Town's Conflict of Interest Ordinance.

Section 5. Termination by the Town Manager

In the event that the Town Manager voluntarily resigns or retires during the Term of this Agreement, the Town Manager shall provide the Town with 60 days' advance written notice. In the event of resignation by the Town Manager under this Section, the Town shall pay the Town Manager for his accrued unused vacation, sick, and personal leave.

Section 6. Other Benefits

A. The Town shall provide, insure, and maintain the Town Manager with a take-home automobile. The Town Manager shall have full use of the vehicle to respond to emergencies, town events, and town activities.

B. The Town shall provide the Town Manager with a Town cell phone to use for Town business purposes.

C. The Town shall provide the Town Manager with a laptop computer or any other necessary equipment to use for Town business purposes.

D. The Town shall pay the Town Manager a clothing allowance of Two Thousand Dollars (\$2,000.00) per year, beginning in October 2025 and continuing each October thereafter.

E. The Town shall provide the Town Manager with any and all other benefits not otherwise referenced herein that are provided to other managerial employees of the Town, including but not limited to longevity pay.

F. Upon completing twenty (20) years of total service with the Town, the Town Manager shall be entitled to receive the following retirement recognitions customarily granted to police personnel upon retirement:

- a. Issued Firearms: The Town Manager shall be permitted to retain his Town-issued firearms, subject to all applicable federal, state, and local laws, and internal policies in place at the time.
- b. Retirement Identification Card: The Town shall issue a Retired Law Enforcement Identification Card consistent with Florida law and the Law Enforcement Officers Safety Act (LEOSA), acknowledging the Town Manager's law enforcement service and honorable retirement status.
- c. Retirement Badge: The Town Manager shall be entitled to retain his Chief of Police badge, or be issued a retirement badge of similar recognition, reflecting his leadership and service in law enforcement.

Section 7. Dues and Subscriptions

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

Section 8. Professional Development

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

The Town agrees to allow the Town Manager to maintain his Law Enforcement Certificate educational requirements through the Police Department Reserve Program.

Section 9. Community Involvement

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

Section 10. Confidentiality and Personnel Records

A. The parties acknowledge that the Town Manager is a public servant and, as such, documents in the custody and control of the Town may be subject to Florida's public records laws, including but not limited to Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), Florida Statutes. The parties further agree that all documents containing the Town Manager's home address(es), personal telephone number(s), date of birth, and photograph(s) are exempt from public disclosure pursuant to Section 119.071(4)(d)2.a., Florida Statutes.

B. Effective as of the Commencement Date of this Agreement, the Town Manager expressly notifies the Town that he does not authorize the release of any exempt public records relating to himself, his family members, or his dependents. The Town agrees to redact all such exempt and protected personal identifying information from any records prior to public release and to withhold disclosure of such exempt information to the maximum extent permitted by law.

C. In the event the Town receives a public records request—through the Town Clerk's Office or any other means—seeking documents relating to the Town Manager, his family members, or his dependents that may include exempt information, the Town agrees to promptly notify the Town Manager. The Town shall provide him with a reasonable opportunity, not to exceed five (5) business days, to contest the release of any such information prior to disclosure.

D. Except for routine administrative materials, no documentation shall be inserted into the Town Manager's official personnel file without a copy being provided to him. Placement of a copy in the Town Manager's departmental mailbox shall be deemed sufficient notice.

E. Upon request, the Town Manager shall have the right to inspect his official personnel records, wherever located, between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday. The Town Manager may request duplicate copies of any record at his own expense.

F. The Town Manager shall have the right to supplement his personnel file with written responses, explanations, or rebuttals to any document contained therein that he believes to be derogatory, incorrect, or incomplete.

Section 11. Vacation, Holidays and Sick Leave

Commencing on the date of approval of this Agreement and effective retroactive to Mr. Noel's appointment as Town Manager on April 9, 2025, the Town Manager shall receive six (6) weeks of paid vacation per year. The Town Manager shall receive sick time and personal days as set forth in the Employee Manual. The Town Manager's unused vacation and sick leave shall rollover

annually. The Town Manager will be allowed to cash out sick/vacation time annually as set forth in the Employee Manual. Upon separation from employment, the Town Manager shall be paid for all accrued unused vacation, sick leave, and personal time. The Town Manager shall also be entitled to paid holidays off as provided to all other Town employees, as set forth in the Employee Manual.

Section 12. Insurance

A. The Town Manager shall be eligible to participate in the Health, Dental, Life, Vision, and Disability Insurance that are offered to the Town's employees, pursuant to the Employee Manual and all terms and conditions of such insurance plans and policies required by the Town's insurance companies.

B. Upon retirement, the Town shall provide individual health insurance coverage until the Town Manager becomes Medicare eligible, subject to applicable plan terms.

Section 13. Disability

If the Town Manager becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of four (4) consecutive weeks beyond any leave authorized under the Employee Manual, the Town shall have the option to terminate this Agreement, and the Town Manager shall receive the Severance Payment in exchange for the General Release (if the Town Manager or the Town Manager's guardian or attorney in fact or law is lawfully capable of executing the General Release) as outline in Section 4 of this agreement.

Section 14. Retirement

The Town Manager shall continue to participate in the Town of Bay Harbor Islands Employees Retirement System (the "System"), except that the System will be amended as soon as practicable following approval of this Agreement to: (i) provide Town Manager with a multiplier of four percent (4%) per year of credited service for the time period he serves as Town Manager; and (ii) permit Town Manager to retire and begin drawing a benefit from the System upon the completion of 20 years of credited service regardless of age.

Section 15. Indemnification

The Town shall indemnify the Town Manager as set forth in Section 2.2 of the Code (as may be amended from time to time). The Town shall not be required to indemnify the Town Manager and shall not be liable for the acts or omissions of the Town Manager committed while acting outside the scope of his duties as required by this Agreement, or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful negligence or disregard of human life or property ("Unauthorized Acts"). The Town Manager shall indemnify and hold the Town harmless from and against all claims and damages, including legal fees and expenses that the Town may incur or otherwise pay, for or on his behalf, or in connection with the Unauthorized Acts. This Section shall survive cancellation or termination of this Agreement.

Section 16. Bonding

The Town agrees to bear the full cost of any fidelity, indemnity, or other bonds as may be approved by the Town Council pursuant to the Town Code.

Section 17. Code of Ethics

The Code of Ethics promulgated by the International City/County Management Association (ICMA) is incorporated herein. The Town Manager in the performance of his/her duties agrees to be governed by the referenced Code of Ethics, the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, Article IV of the Town's Code, all as may be amended from time to time, and such other ethics policies as are in existence or may be adopted from time to time by the Town.

Section 18. Notice

Notices pursuant to this Agreement shall be given by certified mail, return receipt requested, through the United States Postal Services delivery, addressed as follows:

Town	Mayor Issac Salver Town of Bay Harbor Islands 1030 95 th Street Bay Harbor Islands, FL 33154
With a copy to the Town Attorney	Joseph Scott Geller, Esq. Greenspoon Marder, LLP 200 E Broward Blvd Ste 1800 Fort Lauderdale, FL 33301-1963
Town Manager	Lindsley Noel 1030 95 th Street Bay Harbor Islands, FL 33154

Any of the foregoing Parties may, by written notice to the other Parties, designate any other address to which subsequent notices, certificate or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed. Any notice sent by electronic mail shall not be considered delivered unless the recipient has expressly confirmed receipt thereof.

Section 19. Other Terms and Conditions

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

B. This Agreement shall remain in effect regardless of any change in the composition of the Town Council unless amended or terminated in accordance with its terms.

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

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

E. Florida law shall govern the construction, interpretation, and enforcement of this Agreement and venue for any litigation which may arise that in any way involves this Agreement shall be in Miami-Dade County in a court of competent jurisdiction.

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

1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement to his designated beneficiaries;
3. Payment of all life insurance benefits in accordance with the Town's insurance policies or plans.

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

H. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

I. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless approved by the Town Council and agreed upon by the Parties. Any approved and agreed upon changes to this Agreement shall be reduced to writing and signed with the same formality as this Agreement.

J. The rights and obligations herein granted are personal in nature and cannot be assigned, delegated, or transferred by the Town Manager, except as provided in Section (1)(D) herein.

K. In any action or proceeding to enforce or interpret the provisions of this Agreement, the party prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to reasonable attorneys' fees and costs incurred. The prevailing party shall also be entitled to receive all reasonable attorneys' fees and costs incurred to litigate the amount of reasonable attorneys' fees that shall be awarded pursuant to this section.

L. Any calculation or computations required herein shall be made by the Town Finance Director, subject to verification by the Town Attorney. The Manager shall be promptly furnished a copy of such calculations and computations.

M. On any matter which is not covered or addressed by this Agreement or the Town Code, the general Town personnel policies, as amended from time to time, and as may apply, shall control, subject to confirmation by the Town Attorney.

N. The Town Manager has been informed of his right to seek the advice of independent counsel to review this agreement on his behalf, and that the Town Attorneys represent only the Town, and not the Manager, regarding this Agreement.

O. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. Signed copies shall be valid for all purposes in lieu of the originals.

P. This Agreement contains the entire agreement of the parties and supersedes any prior conversation, negotiation, or understanding applicable to the matters set forth herein. This Agreement may only be revised or amended in writing signed by both parties.

Q. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

R. This Agreement shall not be effective until it is: a) signed by all parties; and (b) approved by the Town Council.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and executed, as of the date first written above.

TOWN MANAGER

LINDSLEY NOEL

TOWN OF BAY HARBOR ISLANDS

ISAAC SALVER, MAYOR

ATTEST:

YVONNE HAMILTON, TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE OF TOWN OF BAY HARBOR ISLANDS:

TOWN ATTORNEY

AGENDA ITEM REPORT

May 14, 2025

ITEM NUMBER: 6.

ITEM: Consideration and Approval of a payment to Compligrowth Solutions in an amount not to exceed \$80,000 for consultant services for police department accreditation. (Town Manager)

DESCRIPTION:

The Bay Harbor Islands Police Department's Florida Re-Accreditation cycle fell in May 2025. The department's Accreditation Manager ended her employment with the Town in January 2025. The services of an outside Accreditation Management company were required to complete the 2025 accreditation.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

Other Contractual Services 001.5210.400034.000

Budget \$137,274

Available Balance \$83,527.78

Accreditation Expense \$80,000

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Accreditation Agreement BHIPD 2025
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MANAGED SERVICES/INDEPENDENT CONTRACTOR AGREEMENT

This **AGREEMENT** is entered into the 16th day of January 2025 by and between

Compligrowth Solutions, Inc., an individual, with an office at (hereinafter "Consultant") and the, **City of Bay Harbor Islands Police Department, FL**, a Florida municipal corporation, located at, 1030 95 Street Bay Harbor Islands, FL 33160 (hereinafter "City"):

WHEREAS the Town requires consulting services in the subject of law enforcement accreditation and desires to engage the services of Consultant for a period of twelve (12) months, beginning upon execution of this Agreement, for the purposes of maintaining distinction as an Accredited Law Enforcement agency under the provisions of the Florida Commission for Law Enforcement Accreditation ("Services"); and

WHEREAS, the Consultant has an extensive background in law enforcement accreditation and is willing to provide Services to the Town based on this background; and

WHEREAS the Parties acknowledge and agree that the purpose of the Services provided by Consultant hereunder are to improve the overall administrative and operational functions of the Town's police department and to maintain the agency's distinction as an Accredited Law Enforcement agency under the provisions of the Florida Commission for Law Enforcement Accreditation;

NOW, THEREFORE in consideration of the Agreement hereinafter set forth, the Parties do hereby agree to the terms and conditions as follows:

I. **SCOPE OF SERVICES:** Consultant is hereby engaged to perform the Services for the Town in respect to the continued evaluation of the Town's police department's current policies, procedures, and all other forms of written directives to ensure they meet or exceed the minimum standards set forth by the Commission for Florida Law Enforcement Accreditation Program.

A. The Consultant hereby agrees that he shall:

1. Develop and publish any revisions to any and all existing policies as approved by the Town necessary to meet the standards of the Florida law enforcement accreditation program;
2. Develop and publish any and all additional policies as approved by the Town, which do not currently exist which would be required to meet the standards of the Florida law enforcement accreditation program;
3. Administer and maintain the Power DMS© web portal, specific to the Town's police department, to manage, disseminate and maintain all of the police department's written directives, build, populate, and manage an assessment system in accordance with the provisions of the Florida Law Enforcement Accreditation Standard Compliance files on to include maintenance of the required Two Hundred and Thirty-nine (239)

standard compliance files or the total number required to meet the requirements of the Florida Law Enforcement Accreditation Program in effect at the time of any such assessment by the Commission for Law Enforcement Accreditation. The Consultant shall be responsible for maintaining and populate each standard compliance file with a copy or copies of all applicable agency directives, copy or copies of any and all supporting documentation, agency records, photographs, etc., necessary to demonstrate compliance with each program standard. Each directive and all supporting documentation shall be highlighted to illustrate how each directive/documentation is applicable and demonstrates compliance to the individual standard.

4. Perform on-site collection, as necessary of all required or recommended departmental documentation relevant to demonstrating compliance with program standards;
 5. At a minimum, attend in-person quarterly meetings with the Police Department and its representatives to discuss project status, non-compliance issues, and departmental issues affecting the project, and/or written directive development purpose and status; and
 6. Be present and oversee for any and all assessments, either mock assessment as arranged for by Consultant, or any on-site assessment scheduled by the Florida Accreditation Office.
- B. The Parties agree that the Consultant shall represent the Town and its police department as the accreditation manager and the Consultant agrees to attend any and all meetings and/or training conferences of the Commission for Florida Law Enforcement Accreditation as necessary to fulfill the provisions of this Agreement. The cost of the Consultant's attendance, including travel, lodging and per-diem shall be the Town's sole responsibility.
- C. The City agrees to provide the Consultant, at no-charge, an official Police Department email account for the purpose of communicating with City employees and officials as well as area law enforcement representatives, and remote access to the police department's network in accordance with the City's Criminal Justice Information Systems policy for the purpose of obtaining any documents, photos, statistical reports, certifications, training records, etc., necessary to obtain documentation required to demonstrate compliance with any applicable accreditation standards, as well as access credentials to the City's police headquarters facilities. The Consultant possesses and maintains a current Level 2 Criminal Justice Information Systems (CJIS) Security Awareness certification, which expires February 2026, a copy of which is appended hereto as Exhibit "A." In addition, the City agrees to maintain the Power DMS web portal dedicated to and administered by the police department and maintain a sufficient number of user licenses so that every member of the police department has access rights to a level appropriate for their position. The Consultant and the Administrative Services Commander shall be the sole administrators for the portal.
- D. The Services shall be performed by Consultant to the full satisfaction of the City. Consultant agrees to furnish all labor and material in a good and workmanlike and professional manner to perform Services. Consultant agrees to have a qualified representative to audit and inspect the

Services provided on a regular basis to ensure all Services are being performed in accordance with the City's needs and pursuant to the terms of this Agreement and shall report to the City accordingly. Consultants shall perform their work in a manner befitting the type and scope of work to be performed. In the event that the Consultant fails to complete the Services pursuant to the terms of this Agreement and City must undertake the completion of performance of Services, Consultant agrees to indemnify the City for all costs incurred with respect to the completion of those Services and any damages the City may suffer as a result of the Consultant's failure to perform the Services.

11. **CONSULTING FEE:** The City agrees to pay the Consultant at a rate of Eighty Dollars (\$80.00) per hour for all services performed under the terms hereof, in an amount not to exceed Eighty Thousand Dollars and No Cents (\$80,000.00). The consultant shall submit invoices for all payments on and no later than ten (10) days after the end of each month. The Consultant shall also submit monthly progress reports outlining the progress made during the previous thirty (30) days towards project completion. The above-referenced amount not to exceed Eighty Thousand Dollars and No Cents (\$80,000.00) includes all reasonable expenses incurred by the Consultant, which shall be reimbursed if authorized by the City in writing before being incurred and are supported by appropriate receipts.

III. **LIMITED SERVICES, INDEMNIFICATION, AND WAIVER OF LIABILITY:** Consultant has represented to the City that she is able to assist the City and its police department in improving the operational and administrative effectiveness of the City's Police Department and maintain the accredited agency status under the provisions of the Commission for Florida Law Enforcement Program. The Consultant assumes no liability for any action(s) by the City, its officers, or employees in violation of the laws of the State of Florida and/or the policies and procedures of the City's police department approved by the City.

Except as limited above, the Consultant agrees to indemnify and hold-harmless the City, its agents, representatives, officers, directors, officials, and employees from any claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney fees to the extent cause, in whole or in part, by the professional negligence, error or omission of the Consultant or persons employed or utilized by the Consultant in performance of Services under this Agreement.

Consultant shall at all times hereafter indemnify, hold harmless, and, at the City's option, defend or pay for an attorney selected by the City to defend City, its agents, representatives, officers, directors, officials and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by the intentional or negligent act of, or omission of Consultant, including those of their employees, agents, servants, or officers, or accruing, resulting from, or directly related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever

resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action or demand, Consultant shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City. The Parties agree that One Hundred Dollars (\$100.00) represents specific consideration to the Consultant for the indemnification set forth in this Agreement.

The Consultant expressly agrees not to divulge, publish, or communicate any information regarding the City and or its police department to any persons or entities without the express written consent of the City. All information obtained by the Consultant during this Agreement and all suggestions and recommendations made by the Consultant to the City shall remain the proprietary information of the City, and the Consultant shall keep all such information confidential.

IV. TERM: The Term of this Agreement shall commence upon execution of this Agreement by both Parties and continue for a period of twelve (12) months thereafter. This Agreement may be extended upon mutual written agreement of the Parties for an additional two (2) twelve (12) month renewal terms.

V. TERMINATION:

A. If, through any cause within reasonable control, the Consultant shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the City shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the City shall notify the Consultant of its violation of the particular terms of the Agreement and grant Consultant ten (10) days to cure such default. If the default remains uncured after ten (10) days the City may terminate this Agreement, and the City shall receive a refund from the Consultant in an amount equal to the actual cost of a third party to cure such failure. If Consultant fails, refuses or is unable to perform any term of this Agreement, City shall pay for services rendered as of the date of termination.

1. In the event of termination, all finished and unfinished documents, data and other work product prepared by Consultant shall be delivered to the City and the City shall compensate the Consultant for all Services satisfactorily performed prior to the date of termination.

2. Notwithstanding the foregoing, the Consultant shall not be relieved of liability to the City for damages sustained by it by virtue of a breach of the Agreement by Consultant and the City may reasonably withhold payment to Consultant for the purposes of set-off until such time as the exact amount of damages due the City from the Consultant is determined.

- B. Termination for Convenience of City. The City may, for its convenience and without cause terminate the Services then remaining to be performed at any time by giving Consultant ten (10) days written notice. The terms of Paragraph V.A(1) and A(2) above shall be applicable hereunder.
- C. Termination for Insolvency. The City also reserves the right to terminate the remaining Services to be performed in the event the Consultant is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

VI. JURISDICTION, VENUE AND WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the Eleventh Judicial Circuit in and for Miami Dade County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the City to file a lawsuit to enforce any term or provision under this Agreement and the City is the prevailing party then the City shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28, Florida Statutes.

VII. INDEPENDENT CONTRACTOR RELATIONSHIP. The Consultant is an independent Contractor and shall be treated as such for all purposes. Nothing contained in this Agreement, or any action of the parties shall be construed to constitute or to render the Consultant an employee, partner, agent, shareholder, officer or in any other capacity other than as an independent Contractor other than those obligations which have been or shall have been undertaken by the City. Consultant shall be responsible for any and all of its own expenses in performing its duties as contemplated under this Agreement. The City shall not be responsible for any expenses incurred by the Consultant. The City shall have no duty to withhold any Federal income taxes or pay Social Security services and that such obligations shall be that of the Consultant, other than those set forth in this Agreement. Consultant shall furnish its own transportation, office and other supplies as it determines necessary in carrying out its duties under this Agreement.

VIII. PUBLIC RECORDS. The Consultant shall be required to comply with the following requirements under Florida's Public Records Law:

- A. Consultant shall keep and maintain public records required by the City to perform the service.
- B. Upon request from the City, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.
- D. Consultant shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided by Consultant to the City, upon request from the City, in a format that is compatible with the information technology systems of the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (305) 866-6241 yhamilton@bayharborislands-fl.gov 1030 95th Street, Trailer 2 Bay Harbor Islands, FL 33154.

IX. AUDIT. The Consultant shall make available to the City, or its representative all required financial records associated with the Agreement for a period of three (3) years.

X. MISCELLANEOUS.

A. In the event any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provisions had been severed and deleted.

B. This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original for all purposes.

C. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof, and it shall supersede all previous and contemporaneous oral and written negotiations, commitments, agreements and understandings relating hereto.

D. Any modification of this Agreement shall be effective only if in writing and signed by the parties to this Agreement.

E. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date mentioned above.

WITNESS:

Signature

Print Name

Consultant

By: Harvette S. Smith
Harvette S. Smith

STATE OF Florida:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this ____ day of _____, 2025, by Harvette S. Smith

(SEAL)

Notary Public, State of Florida
(Signature of Notary Public)

(Print, Type, or Stamp Commission Name of
Notary Public)

Personally Known ____ or Produced Identification ____
Type of Identification Produced: _____

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

ATTEST:

By: _____
City Clerk

Town of Bay Harbor Islands

By: _____
Lindsley Noel, Town Manager

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Town Attorney

Criminal Justice Information Services Security and Privacy Training



This is to certify that
HARVETTE SMITH
has successfully completed the
Security and Privacy: General Role

01/29/2025

Certification Date



01/29/2026

Expiration Date

AGENDA ITEM REPORT

May 14, 2025

ITEM NUMBER: 7.

ITEM: Consideration and Approval of a Resolution ratifying the appointment of Jeniffer Viscarra, Esq. as Special Magistrate to conduct Administrative Hearings on Code Violations for the Town of Bay Harbor Islands, pursuant to Section 5¾-3 of the Town Code; and approval of a proposed agreement for such services. Enclosed are the proposed agreement and draft resolution. (Town Manager)

DESCRIPTION:

Annette Epelbaum Cannon, Esq. was appointed as the Special Magistrate on January 8, 2025, and subsequently terminated her services. Section 5 3/4-3 of the Town Code authorizes the Town Manager to appoint a Special Magistrate subject to ratification by the Town Council. Jeniffer Viscarra, Esq. of Viscarra Law, PLLC is being recommended for ratification as the Town's Special Magistrate.

RECOMMENDED ACTION:

Approve

FINANCIAL ANALYSIS:

Total Budget: \$7,000

Year-to-Date Activity \$1,840

Remaining Balance: \$5,160

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Professional Services		General Fund	001.5245.400031.000		\$7,000

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Resolution - Special Magistrate -Jeniffer Viscarra, Esq.
2.	Jeniffer Viscarra, Esq. Special Magistrate(61162330.1)
3.	2025_BULLETEDD Jeniffer_Viscarra_Resume

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA
APPOINTING A SPECIAL MAGISTRATE; PROVIDING
FOR INCORPORATION OF RECITALS AND SETTING
AN EFFECTIVE DATE.**

WHEREAS, the Town of Bay Harbor Islands adopted a citation procedure for the prosecution of Code violations within the town; and

WHEREAS, pursuant to the Town Code, the Special Magistrate shall conduct Administrative Hearings and have powers more particularly described in Section 5¾-10; and

WHEREAS, the Special Magistrate shall have experience or demonstrate an interest in code enforcement and shall possess outstanding reputations for civic pride, integrity, responsibility and business or professional ability; and

WHEREAS, the Special Magistrate shall be appointed for a term of one year and may be reappointed at the discretion of the Town Manager, subject to ratification by the Town Council; and

WHEREAS, the Special Magistrate shall not be a town employee, but may be compensated at a rate to be determined by administrative order of the Town Manager; and

WHEREAS, the Town finds that Jeniffer Viscarra, Esq. of Viscarra Law, PLLC meets these qualifications and should be appointed.

NOW, THEREFORE, BE IT RESOLVED the Town Council having reviewed the qualifications of Jeniffer Viscarra, Esq. of Viscarra Law, PLLC, hereby ratifies the appointment of Jeniffer Viscarra, Esq. of Viscarra Law, PLLC as Special Magistrate of the Town of Bay Harbor Islands, pursuant to Section 5¾-3 of the Town's Code of Ordinances.

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

SECTION 2. The Town Council hereby ratifies the appointment of Jeniffer Viscarra, Esq. of Viscarra Law, PLLC, whose CV is attached hereto as Exhibit B, as Special Magistrate to conduct Administrative Hearings on Code Violations for the Town of Bay Harbor Islands, Florida; pursuant to the enforcement procedures set forth in Section 5¾ of the Town Code.

SECTION 3. The Manager is authorized to enter into an agreement in substantially the form attached hereto as Exhibit A.

SECTION 4. Resolutions or parts of Resolutions in conflict are hereby repealed.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this 14th day of May 2025.

ISAAC SALVER, MAYOR

ATTEST:

YVONNE P. HAMILTON, TOWN CLERK

APPROVED AS TO FORM:

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

ATTORNEY-CLIENT FEE CONTRACT

This document (the “Agreement”) is the written fee contract between Jeniffer Viscarra, Esq. (“Counsel”) and Town of Bay Harbor Islands (“Client”).

1. **CONDITIONS.** This Agreement will take effect when both parties have signed this agreement.

2. **SCOPE OF SERVICES.** The Client is hiring Counsel, as a Special Magistrate representing the Town of Bay Harbor Islands, in connection with conducting hearings concerning code enforcement violations within the Town, per the Town’s Code of Ordinances.

3. **PROFESSIONAL FEES.** The Client understands and agrees that charges for professional services rendered will be at a rate of \$200.00 per hour, for a minimum of two hours for each hearing. It is understood that Jeniffer Viscarra, Esq., is the responsible attorney.

4. **FEE RETAINER.** A fee retainer in the amount of \$0 is required in this case.

5. **BILLING STATEMENTS.** Periodic statements will be sent for fees and approved costs incurred. Each statement will be due within 30 days of its date.

6. **DISCHARGE AND WITHDRAWAL.** The Client may discharge the attorney at any time.

The attorney may withdraw with the Client’s consent or for good cause. Good cause includes a breach of this Agreement, the Client’s refusal to cooperate with the law firm or to follow advice on a material matter or any fact or circumstance that would render the law firm’s continuing representation unlawful or unethical. At the conclusion of all services. all unpaid charges will immediately become due and payable. After the services conclude, the law firm will, upon your request, deliver a file to you, along with any funds or property of yours in the law firm’s possession.

The foregoing terms are understood and accepted.

By: _____
Jeniffer Viscarra, Esq.

Date: _____

TOWN OF BAY HARBOR ISLANDS

By: _____
Lindsley Noel
Town Manager

Date: _____

JENIFFER VISCARRA, ESQ.

16909 N. Bay Rd. #115, Sunny Isles, FL 33160 - (786)303-1433 - viscarralaw@gmail.com

SUMMARY OF QUALIFICATIONS

- Admitted to the Florida Bar in 2007 and have always been in good standing.
- Excellent interpersonal, communication, and public presentation skills.
- Polished analytical and writing skills.
- Strong strategy, reasoning, and negotiation/settlement skills.
- Fully bilingual (English/Spanish).

EDUCATION

Benjamin N. Cardozo School of Law, New York, NY

Juris Doctor, June 2007

Honors: Cardozo Journal of Law and Gender, Annotations Editor.

Published Note, 13 Cardozo J.L. & Gender 439, *Langan v. St. Vincent: A Fearful Court or a Properly Measured Response?*

Florida International University, Miami, FL

Masters of Arts in English Literature, *cum laude*, December 2000.

Honors: Full Academic Scholarship.

Thesis: *Voices in Transition: Hybrid Identity in the Works of Sor Juana, Sandra Cisneros, and Cherrie Moraga.*

Barry University, Miami Shores, FL

Bachelors of Arts in English, *cum laude*, December 1996.

Minors: Spanish and Women's Studies.

Honors: Full Academic Scholarship; Dean's List; University's First Women's Study Certificate.

ELECTED CITY OFFICIAL

City of Sunny Isles Beach, FL.

Commissioner: November 2018 – present.

The City Commission is responsible for the setting of policy, approval of budget, determination of tax rates, hiring and firing of the charter officers, and the development of community land policies. As an elected official, I personally helped develop and continue to teach our Residents' Academy, which is an introduction to civics at the municipal level. Subsequently, I spearheaded the city's legislative advocacy program, which focuses on civic engagement during the state's legislative session. I am also proud to have introduced our police department to the CARD program, which provides special training so residents and visitors on the spectrum have safer experiences in and around our community.

LEGAL PROFESSIONAL EXPERIENCE

Viscarra Law, PLLC Miami, FL

Attorney and Certified Mediator: March 2015 – present.

Solo practitioner focusing on family law and family mediation.

Devise strategy according to client's needs and budget. Guide the client through the process so as to minimize anxiety and stress. Caseload may include:

- Contested and uncontested dissolution of marriage.
- Paternity, time sharing, and child support.
- Pre-Nuptial and Post-Nuptial agreements.
- Modification / Enforcement action.
- Client reviews are available at [www. Avvo.com](http://www.Avvo.com).

Nautilus Legal Services, P.A. Miami, FL

Attorney: June 2009 – March 2015.

Responsible for leading the Family Law and Immigration branch of the firm. Conduct intake interviews, devise strategies according to the client's needs and budget, and guide the client through the process so as to minimize anxiety and stress. Self-generated caseload includes:

- Contested and uncontested dissolution of marriage.
- Paternity, time sharing, and child support, including modifications.
- Pre-Nuptial and Post-Nuptial agreements.
- Domestic violence injunctions.
- Immigration: Residency petitions and marriage interviews before USCIS.
- Immigration: Naturalization petitions and interviews before USCIS.

Bernstein Osberg-Braun, LLC; Miami, FL

Attorney, Spring 2007 – May 2009.

Represented clients in court and before USCIS with a high rate of success. Responsibilities included preparing legal analyses and filings for:

- Family, Asylum, and Violence Against Women Act (VAWA) Petitions.
- Joint Motions to Reopen.
- Removal proceedings and visas for foreign nationals of extraordinary ability.

Catholic Charities, Immigration Department, New York, NY

Legal Intern, Fall 2006.

Assisted Spanish-speaking clients in their Violence Against Women Act (VAWA) self-petition process.

City Bar Justice Center, Immigrant Women and Children Project; New York, NY

Legal Intern, Summer 2006.

Helped battered individuals in the context of the Violence Against Women Act and the Trafficking Victims Protection Act. Responsibilities included:

- Attending hearings.
- Interviewed potential clients and researched case-specific issues.
- Prepared T-visa applications and adjustment of status forms.

ACADEMIC PROFESSIONAL EXPERIENCE

St. Thomas University, English Department, Miami Gardens, FL.

Adjunct Professor, Fall 2024. Designed and taught two sections of ENC 1101, an introductory college-level writing course emphasizing structured argument and critical thinking.

Atlantis University, School of Business, Miami, FL

Adjunct Professor, Fall of 2014. Designed and taught Introduction to Business Ethics, PHIL 102, focusing on ethical decision making, the limits of legal compliance, and social responsibility in business.

Florida International University, English Department, Miami, FL

Adjunct Professor, Fall 2009 and 2010. Designed and taught upper-level course in Legal Writing, ENC 4930, focusing on rule application and logical development of a legal argument.

Florida International University, University Learning Center, Miami, FL

Writing Coordinator, September 2000 – April 2004. Supervised the university's writing tutoring program and coordinated related services on both the university's main campuses. In this role I succeeded in:

- Increasing student and faculty awareness of the available services.
- Increasing student use of available services.
- Improving communication with department chairs.
- Assessing the writing needs of diverse student body.
- Customizing workshops and tutor training on both campuses to specific populations.

Florida International University, English Department, Miami, FL

Adjunct Professor and Graduate Teaching Assistant, September 1999 – August 2002. Designed and taught the following composition courses while assisting students with second language interference issues.

- ENC 1930: Introductory descriptive, analytic, and argumentative essays.
- ENC 1101: Introductory college-level writing and research. Emphasizes critical thinking.
- ENC 1102: Advanced college-level writing and research. Emphasizes critical thinking.
- ENC 2301: Advanced college-level writing via techniques of exposition and persuasion.

RECENT VOLUNTEER WORK, MEMBERSHIPS, AND RECOGNITION:

- Pro Bono Attorney and Guardian Ad Litem for *Put Something Back* of the Eleventh Judicial Circuit and the Dade County Bar Association.
- Board Member of KidSide Inc, a charitable organization that supports the needs of low-income families referred to Family Court Services in Miami's 11th Judicial Circuit.
- Lead the Legislative Advocacy Program and Residents' Academy for the City of Sunny Isles Beach, both designed to educate and empower the community and help them become effective neighborhood leaders.
- Non-voting member of the Intracoastal Police Athletic League.
- Non-voting member of the Charter Revision Commission for the City of Sunny Isles Beach.
- Creator of a monthly newsletter, the *SIB AJENDA* (not a typo), to encourage informed civic engagement in and around Sunny Isles Beach.
- Member of the Florida League of Cities Legislative Advocacy Committee.
- Member of the National League of Cities Council for Small Cities.
- Recipient of the Florida League of Cities Home Rule Hero Award in 2023 and 2024.

AGENDA ITEM REPORT

May 14, 2025

ITEM NUMBER: 8.

ITEM: Consideration and Approval of an Ordinance on Second Reading amending Chapter 17 of the Sign Code, by retitling Section 17-2 from Indoor Signs to Indoor Signs and Window Signs and amending Section 17-20(t) relating to building identification signs. Enclosed are the Staff Memo and the proposed Ordinance. Sponsored by Vice Mayor Stephanie Bruder.

DESCRIPTION:

PREVIOUS MEETING VOTE:

Mayor Isaac Salver - Yes
Vice Mayor Stephanie Bruder - Yes
Council Member Joshua Fuller - 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

FINANCIAL ANALYSIS:

There is no fiscal impact.

BUDGET IMPACT:

Submitted By: Janai Pomaes, Deputy Town Clerk
Stephanie Bruder, Council Member

ATTACHMENTS

1.	Staff Memo for Council Agenda Items Sec 17-21 2nd Reading
2.	Sign 2nd Reading
3.	Sign Guide Figure. Window Sign Example
4.	Example of a Window Sign



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

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Interim Town Manager Evelyn Herbello, Deputy Town Manager
CC:	Joseph S. Geller, Esq., Consultant Town Attorney Yvonne P. Hamilton, CMC, Town Clerk
FROM:	Lorrainia Belle Town Planner
DATE:	April 9, 2025
SUBJECT:	Town of Bay Harbor Islands – Amending the Town’s Code of ordinances related to the regulation in Chapter 17 for signs.

RECOMMENDATION

Staff recommend the approval of the proposed amendments to Chapter 17 of the Sign Code, which pertains to both window signs and building identification signs. The proposed updates will provide clearer, more consistent regulations for businesses to display signage while maintaining the overall aesthetic quality of the streetscape. These amendments include provisions for regulating window signs more effectively and adjustments to building identification signs, such as increasing the maximum square footage from 150 to 180, raising the maximum letter height from 18 inches to 36 inches, and allowing signage to face residential areas with the condition that it cannot be illuminated.

BACKGROUND

The current version of Chapter 17 of the Sign Code regulates signage for businesses but has limitations regarding both window signs and building identification signs. The existing code only permits window signs to be displayed indoors, away from the window, which restricts businesses from utilizing their windows for advertising purposes. This has created challenges for ground-floor establishments that wish to display signage visible from the public right-of-way but are restricted to placing signs inside, away from the window. This limitation can hinder

businesses from taking full advantage of their storefronts for advertising, especially in high-visibility areas.

At the same time, the existing regulations for building identification signs have been restrictive in terms of size and visibility. To address these issues, the proposed amendment seeks to provide clearer guidelines for both window signs and building identification signs, ensuring businesses can effectively advertise while maintaining the visual integrity of the streetscape and surrounding residential areas.

ANALYSIS

The proposed update to Chapter 17 includes several key provisions for both window signs and building identification signs.

Window Signs:

The amendment allows each ground-floor establishment with frontage on, visible from, and with direct pedestrian access to a public right-of-way to display a maximum of one (1) window sign per window. Additionally, the total area of all window signs will be limited to no more than fifty percent (50%) of the total window area. This ensures that storefronts remain open and inviting to pedestrians while still providing visibility for businesses.

The amendment also defines "window signs" as any signage located within 18 inches of the window, with the exception of merchandise displays, which will not count toward the total sign area. This change will allow businesses to showcase their products while maintaining compliance with the new regulations.

Building Identification Signs:

The proposed changes to building identification signs aim to provide businesses with more flexibility without sacrificing aesthetic quality. The maximum square footage for building identification signs will increase from 150 to 180 square feet. Additionally, the maximum letter height will be increased from 18 inches to 36 inches, improving visibility for businesses. The amendment also allows signage to face residential areas, with the condition that the signage cannot be illuminated. This allows businesses to increase their visibility while respecting the character of residential areas.

These updates balance the needs of businesses for advertising visibility with the goal of maintaining a visually appealing and consistent streetscape.

EXECUTE

Upon approval of the proposed amendment, the revised Chapter 17 will be incorporated into the official Sign Code. Code enforcement officers will monitor compliance and provide warnings or requests for adjustments to business owners who exceed the new signage limits. Enforcement will be phased in, giving businesses adequate time to make adjustments where necessary.

CONCLUSION

The proposed updates to Chapter 17 of the Sign Code will provide businesses with clearer and more straightforward guidelines for displaying both window signs and building

identification signs. The changes will allow businesses to advertise effectively while preserving the aesthetic quality of the public space and pedestrian experience. The updated regulations will help local businesses meet their advertising needs while maintaining an open and welcoming atmosphere for pedestrians. Staff recommends approval of the proposed amendments, which will result in a more balanced and visually appealing streetscape.

FINANCIAL ANALYSIS

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 CODE OF ORDINANCES RELATING TO WINDOW SIGNS AND BUILDING IDENTIFICATION SIGNS; AMENDING ARTICLE I OF CHAPTER 17, ENTITLED "SIGNS"; RETITLING SECTION 17-21 FROM "INDOOR SIGNS" TO "INDOOR SIGNS AND WINDOW SIGNS"; AMENDING SECTION 17-20(T) TO THE TOWN'S CODE OF ORDINANCES RELATED TO FOR BUILDING IDENTIFICATION SIGNS; PROVIDING FOR UPDATED DIMENSIONAL REQUIREMENTS AND LOCATION RESTRICTIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS, REPEALER, CODIFICATION, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands originally adopted a Sign Code in 1970 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, updates to Chapter 17 (Signs) are necessary to balance business visibility with community character; 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 17 entitled "Sign" by amending Section 17-21 entitled "Indoor Signs", 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 9th day of April 2025.

PASSED on Second Reading this 14th day of May 2025.

ISAAC SALVER, MAYOR

ATTEST:

YVONNE P. HAMILTON, CMC TOWN
CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

GREENSPOON MARDER, LLP TOWN
ATTORNEYS
BY: JOSEPH S. GELLER, E

Exhibit "A"

Amendments to the Town of Bay Harbor Islands Code of Ordinances Chapter 17 SIGNS

Sec. 17-7. Penalties.

~~Any person adjudged to be guilty of violating any of the provisions of this chapter shall be liable to punishment as provided in section 1-8, which shall be in addition to any costs imposed by virtue of section 17-6. Whenever in this Code or any ordinance of the town, any act is prohibited or is made or declared to be unlawful or an offense, or whenever in this Code or any ordinance the doing of any act is required or the failure to do any act is declared to be unlawful, where no specific penalty is provided therefore, the violation of any such provision or any ordinance shall be punished by a fine of \$250.00 per day for a first violation and \$500.00 per day for a repeat violation, unless otherwise prescribed in the Code, ordinances or by resolution of the town council.~~

(Ord. No. 229, § 13, 5-11-70)

Sec. 17-20. Exterior signs.

- (a) Signs in the B-1 zone shall bear no more than the name of the building, the trade name of the establishment, and the nature of the business, without designation of any particular product or service by trade name. Signs shall be of a size which is artistically and aesthetically proportionate to the size of the building and to the part of the building on which the sign is located. Each business located on the ground/street level must provide at least one business sign (wall/window/door/etc.). If a common ground/street level building area is occupied by more than one business, only one of the uses shall be entitled to a sign. Primary signs in the business district (B-1) shall comply with the following requirements:
- (1) *Maximum sign area.* No primary sign shall have an area measured from end to end and top to bottom of all lettering and including spaces between exceeding one and one-half square feet for each linear foot of street frontage occupied by the licensed establishment, with a maximum overall size of 30 square feet.
 - (2) *Maximum height of sign.* No primary sign shall have lettering exceeding 18 inches in height and lettering less than 12 inches in height per line of signage.
 - (3) *Maximum length of sign.* No primary sign shall have a length exceeding 60 percent of the linear street frontage occupied by the licensed establishment.
 - (4) *Maximum height of sign above grade.* The top of all primary signs shall not exceed 14 feet above grade unless otherwise approved by the design review board based on architectural and aesthetic characteristics of a particular location. Building identification signs may be permitted above 14 feet above

grade for buildings three or more stories in height subject to the provisions in section 17-20(t).

- (5) *[Area.]* Area of a sign shall be measured and defined as square footage enclosed within a projected rectangle which includes the outer extremities of all lettering, figures, symbols, and characters shown on the sign. In cases where a wall sign consists of different letter sizes, the outer extremities of the lettering shall be determined by the letter sizes which comprise more than 40 percent of the letters in a particular sign.
- (6) *Secondary business signs.* Businesses occupying the corner space of a corner building may have one primary sign facing the street on which its main entrance is located. A secondary sign may be displayed provided it is no greater than 50 percent of the measurements specified for a sign in subsections (1), (2), and (3) above.
- (7) *[Requirements for additional signs.]* In addition to the above, one additional business sign hung under a covered walkway or canopy positioned 90 degrees to the street may be permitted, provided there is a minimum vertical clearance of eight feet and such sign shall not exceed three square feet. The sign content may include the name of the business and the nature of their goods or services. A logo may be included. The sign may be double-faced.
- (8) *[Mounting.]* All signage affixed to a building's exterior in the B-1 district shall be affixed to the wall surface or on top of a ledge or overhang, but in no event shall signs be allowed to hang from a ledge overhang or be mounted on poles or columns supporting a ledge or overhang without prior approval of the design review board.
- (9) *[Plaques, etc.]* All signage which is in the form of a plaque, or signs consisting of individual letters mounted on a flat surface which is in turn affixed to the wall or other building surface, must be approved by the design review board. Except for the letters themselves, no plastic or similar materials shall be permitted.
- (10) *Prohibition of exposed wiring.* No face jumping or wires visibly connected to individual letters shall be permitted.
- (b) *Window and door signs.* ~~The foregoing section does not apply to window signs and door signs. One sign per window signs and one door signs are permitted per business establishment. Window signs shall not exceed 25 fifty percent (50%) of the total window glass area of each business establishment, excluding doors. Notwithstanding the above, if a business establishment occupies a street frontage with more than 50 feet, a second window sign shall be permitted, subject to the same design criteria. Door signs shall not exceed twenty five percent (25%) of the door glass area to which the sign is affixed. The maximum letter size on any window sign shall be eight (8) inches for letters in the primary line and four inches for letters in the secondary line. The first letter of each word in the name of the business and any logos, logotypes, symbols, graphics, bandings, ascending, descending or swash letters, or combinations thereof, may be increased up to 50~~

percent if it is flourished in a professional manner. Window signs may be placed only on windows that form a part of the space being occupied by the advertising business, provided however that the top of any such sign may be no higher than ten feet above grade unless otherwise approved by the design review board, based on architectural and aesthetic characteristics of a particular location. Window signs shall not be illuminated from an exterior source in any manner. ~~Window signs may include only the business name, type of business, address, telephone number, either an E-mail address or website address, and related logos. Window signs shall not state any price or dollar amount.~~ Non-illuminated signs placed more than five (5) feet from the face of any window surface are exempt from the provisions of this section. Professionally designed window displays are exempt from this section.

- (1) ~~*Credit and debit card signs.* In addition to the above, each business establishment may display, at a single location on a glass window or door, decals or stickers indicating credit card or debit cards which are accepted therein, provided the total area of the decals or stickers displayed does not exceed 24 square inches. The area of such decals or stickers shall not be included in the aforementioned 25 percent window glass area limitation. No more than four credit card or debit cards names or symbols shall be displayed. Such decals or stickers shall be placed on window surfaces no more than three inches from a door or window frame or mullion near the middle portion of the window or door. All such decals or stickers shall be maintained in a good, neat and orderly condition. Deteriorated, faded or damaged (cracked/ripped) decals or stickers are prohibited and must be replaced in a timely manner. Failure to comply with the above provisions shall be deemed a code violation subject to fines and legal action.~~
- (c) Door signs. One door sign is permitted per business establishment may additionally state the business hours, address number, telephone number, either an E-mail address or website address, and the name of the members, agents or brokers, of the business, as well as the licensing numbers of those individuals, if same are required by law. Door signs shall not exceed twenty-five percent (25%) of the door glass area to which the sign is affixed. All such lettering shall not exceed four inches in height per line; address numbers shall not exceed four inches in height. Address numbers shall be placed on the front of any back door leading to each business location for public safety purposes and deliveries. If a business does not have a street-facing door, the business may include its telephone number and website address on its window in accordance with the provisions and limitations set forth in subsection (b), above. In the instance of no window sign, the name of the business may be placed on the door with lettering not to exceed four inches in height.
- (d) The owner of each building shall be responsible for selecting the color of lettering to be used for all signage on his/her building. The building owner shall notify the town of the color selected, and the owner, his/her employees or agents shall be responsible for assuring that each tenant is aware of the selection. Tenants are responsible for selecting the font, style and type sign which conform with the color as chosen by the building owner and with letters in compliance with [subsection] (e)

below. However, the color of the lettering contained within window signs may only consist of one of the following colors: black, white or gold. All window signs are to be uniform as to color as all other window signage on the building.

- (e) Primary identification signage shall consist of individual letters (e.g., channel reverse channel, cast, formed, etc.) with a minimum depth or return of one-half inch and shall be installed or mounted in such a manner that the face of the letter is a minimum of one inch from the wall or mounting surface, however, primary signage which consists of a plaque, or of individual letters mounted on a flat surface which is in turn affixed to the wall or other building surface, as provided for in section 17-20(a)(8), shall only have a minimum depth or return of one-half inch and shall be installed or mounted in such a manner that the face of the letter is a minimum of one-half inch from the wall or mounting surface. Notwithstanding the foregoing, primary signs located less than seven feet above the sidewalk grade, affixed to a wall or other building surface, shall have a minimum depth or return of one-quarter inch. All such signage is subject to planning and zoning department approval as to aesthetics, including methods of mounting and illumination, if any. If illumination requires the use of "raceways" (boxes behind the letters to hold wiring), such shall be of the same color as the building or background behind the raceway.
- (f) Only one sign of each type, i.e., primary identification, window, door, shall be permitted for each retail store and business establishment, and each building shall be permitted one primary identification sign which bears the name of such building, except as provided in sections 17-21 and 17-22. The top of all signs shall not be higher than 14 feet above the sidewalk grade with the exception of building identification signs as allowed in section 17-20(t). These provisions shall be controlling over the provisions of paragraph (a) in the case of any conflict.
- (g) Theater signs shall not be limited by subsection (a) above, but shall be incorporated in the basic architecture of the building and approved as a whole with the building plans. However, sign installations on theaters shall be subject to application, approval and permit requirements according to section 17-3.
- (h) Building tenant directory signs are required for all multi-story buildings in the B-1 District in accordance with section 17-3. All building tenant directory signs must be installed adjacent to an elevator, if placed inside a lobby, or near the lobby front door and rear door, if provided, on an exterior wall surface if placed outside of a lobby.
- (i) Signs in atria or semi-enclosed areas are treated for all purposes and subject to regulation in the same manner as if said areas were facing the street on an exterior wall. All provisions of this section relating to exterior signs in the B-1 zone are applicable to atria or semi-enclosed areas. Notwithstanding the foregoing provisions, illuminated or non-illuminated light boxes may be installed in the pedestrian walkways connecting the walkways paralleling Kane Concourse with the rear parking areas and/or the alley separating blocks 11, 12, 20 and 21, provided a permit is applied for and approved in accordance with section 17-3. Any such light boxes shall be positioned perpendicular to Kane Concourse unless the pedestrian walkway is angled in such a manner so that the light box is not visible from any

adjoining roadway. The maximum size of any single light box shall be three feet in width by five feet in height. All such light boxes shall be maintained in proper working condition and appearance with all lighting operational, no broken glass and all framing maintained. All display items within light boxes shall be limited to those products or services owned or sold by the tenant upon which the light box is attached to the exterior of portion of the building occupied by the tenant.

- (j) Primary identification signage and window signs may include logos. The town has discretion to approve logos and has the final authority to limit or grant approvals of logos based on aesthetics, proportions, and overall considerations of the surrounding neighborhood.
- (k) No awning or canopy shall be erected bearing any sign, including, but not limited to, letters and logos. However, the awning or canopy may bear the trade name of the establishment with which it is connected if the establishment does not have a primary sign on the same side of the building on which the awning or canopy is located. All provisions of the town's ordinances regulating signs must be complied with.
- (l) A one-time, professionally made temporary canvas or plastic sign may be displayed for a new business to state, "grand opening" on their premises for no more than 30 days upon the receipt of a permit and the payment of a \$100.00 fee. Also, a one-time, professionally made "coming soon" sign shall be permitted upon the application for a permit and payment of a \$100.00 fee. Such sign shall not exceed two feet vertical by six feet horizontal and may contain the words "Coming Soon," the name of the establishment and the nature of the business. The permit for this sign shall be issued for a period not to exceed six months. No permits shall be issued to businesses that have not filed an application for a business tax receipt with the town clerk.
- (m) For an existing business to promote a special occasion or sales event, a professionally made temporary canvas or plastic banner sign may be displayed to announce the event. The location of the sign must be on the site where the business is located, and may be placed in a window, door or across the building facade. If placed outdoors, any such sign shall be securely fastened to the building. Such sign shall not exceed two (2) feet vertically by six (6) feet horizontal. Such signs shall not be placed on the premises more than four times per calendar year and shall not be placed for more than ten days at any one time. A time period of at least 14 days must separate any placement of such signs. Prior to installing any such sign on their premises, a permit must be obtained from the town and the posting of a bond to ensure its removal at the end of the permit period.
- (n) No permits may be issued for box signs and/or signs utilizing flat plastic letters affixed to a flat surface subsequent to the effective date of this section. Such signs existing as of the effective date of this section shall be considered to be nonconforming and should be replaced with signage in conformance with this section at the earliest practicable date. All such nonconforming signage as described in this subsection shall have been removed or replaced within five years of the effective date (August 12, 1997).

-
- (o) Business located on the second floor of a building or higher, and businesses which do not occupy space directly adjacent to the street, are not permitted any signage other than door signs and building directories. This subsection (o) shall not apply to religious institutions, as religious institutions are restricted only to the second floor of a building and higher.
- (p) Notwithstanding the above, windows, doors, directory, temporary and interior signs may be approved by the town manager or his/her designee as long as it meets the current provisions of the Town Code as set forth in this chapter.
- (q) Notwithstanding any contrary provision(s) of this section, a publicly elected local, state or federal governmental official conducting a public business will be permitted to place a sign on the ground floor in the B-1 Business district which identifies his or her elected position and identity, subject to prior approval of the design review board of the town.
- (r) "Visitor parking," "no parking," "private parking" or other designated parking signs shall be permitted on private property to identify private parking and limitations thereto in the Business district (B-1) subject to prior approval of the town as to size, placement, and aesthetics. The "no parking" signs may be freestanding, but shall not exceed four feet in height, and shall be weighted or anchored into the ground at the bottom to keep the signs from topping over. Not more than one sign shall be permitted at the driveway entrance(s) to a parking facility and not more than one sign per four parking spaces within an off-street parking facility.
- (s) For sale, for rent, or for lease signs shall be permitted in the Business district (B-1) but shall not exceed one sign on each business, shall be no greater than 1.5 square feet in size, and shall be limited to: situation (sale, rent, lease, zoning, size of property); name of owner; broker or agent; phone number/E-mail; designs or trademarks, provided such design or trademark shall be appropriate to the scale of the sign. In addition, one sign may be hung from, or attached to the approved sign for temporary use announcing one additional bit of information limited to: For rent, for lease, open, by appointment only, size, zoning, associate's or salesperson's name. A "Sold" sign may be attached to the sign for a period of 30 days subsequent to the date of the sale. All of the above signs shall not exceed 48 square inches). Signs may be double-faced. No handmade signs shall be permitted. The sign shall be placed on a stand in front of the business, but not on town right-of-way, when physically possible. If the location of the business does not permit such placement, then the sign shall be placed on the window or door so it can be seen from the street. Before any "for sale," "for rent," "for lease" or "no parking" signs are displayed, an application for a permit for such display shall be filed with the town and a fee of \$25.00 paid by the applicant to the building department who shall issue such permit if applicant has complied with all provisions of this section. If a real estate company or its agent obtains a permit for a sign and sells the property before the expiration of the permit, the sign may be transferred to another property within the town so long as the real estate company or its agent notify the building department in writing of the change in location. Such signs shall be outdoors only and in plain black lettering on white background, with no iridescent paint or coloring or other lighting, and shall be of neat professional

appearance. Notwithstanding the above, a company logo or trademark may be colorized, provided the logo or trademark colors are compatible and not bright iridescent "neon" colors.

- (t) *Building identification signs.* Buildings with three or more stories in height may be allowed to have building identification signs exceeding 14 feet above the sidewalk grade subject to the approval of the design review board per subsection (a)(4) and subject to the following conditions:
- (1) The sign(s) should be placed at the uppermost portion of the building and designed to be in proportion to the architectural facade or wall of the building upon which it is attached;
 - (2) ~~Such signs, if permitted, shall be attached only to building facades facing an adjoining street frontage where the land across the adjoining street is within the B-1 Business District.~~ Signs, if permitted, shall be affixed solely to building facades that face an adjoining street frontage. Illuminated signage is only permitted when the land across the adjoining street is located within the B-1 Business District. However, signage facing a residential district shall not be illuminated. For the purpose of this section, the alleys between Blocks 11, 12, 20 and 21 are not considered street frontages;
 - (3) No more than two building identification signs are allowed per building and only one sign is allowed per street frontage;
 - (4) A building identification sign is primarily intended to identify a multi-story/multi-tenant building complex. ~~rather than a single tenant, and as such, a single tenant's name, regardless of the amount of floor space occupied, may not be used unless additional wording is included such as "plaza," "center," "tower," etc.;~~
 - (5) No building identification sign shall include off-premises tenants, sponsor or advertising of any type;
 - (6) Building identification signs, if allowed, shall be placed to not break important horizontal or vertical building lines or architectural features. This requirement will be considered met if none of the following types of lines are broken:
 - a. Cornice lines; lintel or sill lines, actual or extended; belt course lines;
 - b. Column or pilaster lines;
 - c. Columns, decorative panels, friezes, keystones, medallions, ornamental trim, ornaments, pediments, pilasters, rosettes, windows, and similar architectural detail features.
 - (7) The sign length should not exceed 60 percent of the architectural façade or wall of the buildings upon which it is attached;
 - (8) The maximum overall square footage for each individual sign shall not exceed ~~150~~ 180 square feet;
 - (9) The maximum height of all letters, numbers or logos in a sign shall not exceed ~~18~~ 36 (thirty-six) inches in height.

-
- (u) Notwithstanding the above provisions, based on the proposed sign design, sign location, building height, architectural features or other unique circumstances, the design review board may vary the above criteria. If the design review board varies from the above criteria, copies of the approved sign and written reasons for the modifications shall be forwarded to the town council within 15 days. Upon receipt of the design review board's action a member of the town council or the town manager may appeal the board's decision. If the board's decision is appealed the matter shall be placed on the next available town council meeting agenda for action.
- (v) *Sidewalk café/outdoor restaurant menu board/sandwich sign.* One menu board or sandwich sign is allowed per restaurant and shall be limited to six square feet in area. The color of the sign frame and sign background shall be approved by the Town. White, grays, or wood colored earth tones are required for the above. There shall be no signage or logos displayed on umbrellas that can be seen from the public right-of-way, other than the name of the business establishment;
- (w) *Holiday decorations.* Holiday decorations are permitted to be installed up to two weeks before and one week after the specified holidays listed herein. All holiday decorations must be placed on the interior of the business. No holiday decorations may contain any business names or logos. No holiday decorations shall be placed on the Town's property. Holiday decorations are permitted on private property for the following holidays:
- (1) *United States federal holidays.* New Year's Day, Birthday of Martin Luther King Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day;
 - (2) *Other holidays.* Valentine's Day, St. Patrick's Day, Mothers Day, Flag Day, Fathers Day, Halloween;
 - (3) Religious Holidays.
- (x) *Vacant property.* If any commercial property is vacant for more than 15 days, all glass surfaces visible to the public at street grade shall be kept clean, and the interior of such vacant store shall be screened from public view in one of the following ways until the property is occupied:
- (1) All glass surfaces visible to the public at street grade shall be covered with a town-approved material having a common design motif and a consistent predetermined color (material available at the building and zoning department); or
 - (2) Decorative displays of the future tenant of the vacant store. Such screening shall consist of a town-approved material having a common design motif and a consistent predetermined color. Such screening material shall be mounted on a freestanding partition, attached to a wooden frame or affixed by other temporary means.

(Ord. No. 617, § 1, 4-14-97; Ord. No. 619, § 1, 6-9-97; Ord. No. 665, § 1, 7-10-2000; Ord. No. 737, § 1, 2-9-04; Ord. No. 745, § 1, 7-12-04; Ord. No. 755, § 1, 11-8-04; Ord. No. 763, § 1, 1-10-05; Ord. No. 796, § 1, 6-12-06; Ord. No. 804, § 1, 8-14-06; Ord. No.

825, § 1(Exh. A), 9-10-07; Ord. No. 829, § 1(Exh. A), 12-10-07; Ord. No. 834, § 1(Exh. A), 3-10-08; Ord. No. 861, § 1(Exh. A), 10-13-08; Ord. No. 862, § 1(Exh. A), 10-13-08; Ord. No. 880, § 1, 5-11-09; Ord. No. 883, § 1(Exh. A), 8-10-09; Ord. No. 916, § 1(Exh. A), 9-12-2011; Ord. No. 957, § 1(Exh. A), 12-9-12; Ord. No. 964, § 1(Exh. A), 6-9-14; Ord. No. 1001, § 1(Exh. A), 11-14-16)

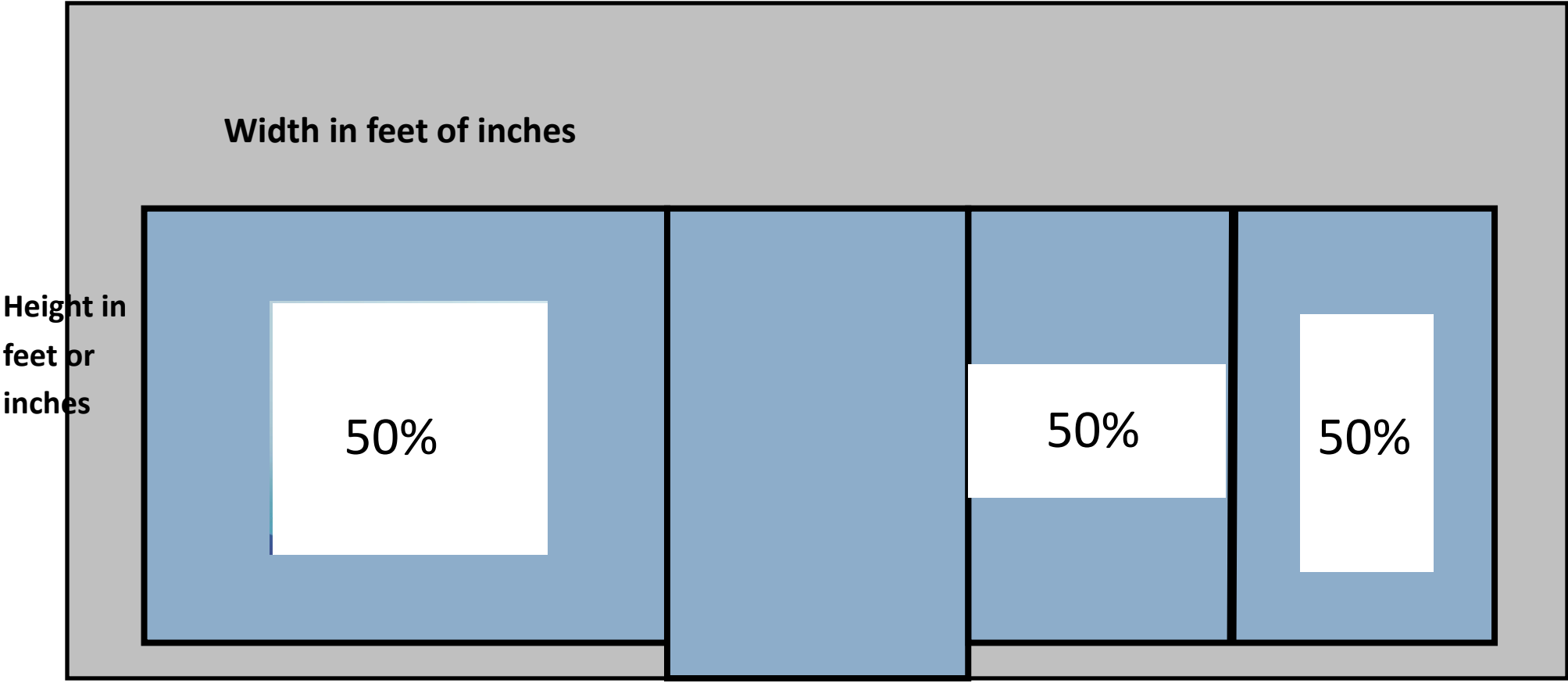
Sec. 17-21. Indoor signs.

1. Window signs. set forth above in Section 17-20 subsection (b).
2. Indoor Signs. All businesses are prohibited from displaying any sign within the interior of a building which is visible from the outside exterior, except for those signs that which are artistically and aesthetically proportionate to the display area and maintain a of neat, professional appearance. ~~There may be~~ Each business may display only one (1) "sale" sign per window, and the total area of the sign shall not exceed eighty percent 154 square inches 80% of the total window area. Additionally, no sign shall be placed closer than five (5) feet to the window. No sign may be closer than 18 inches to the window.

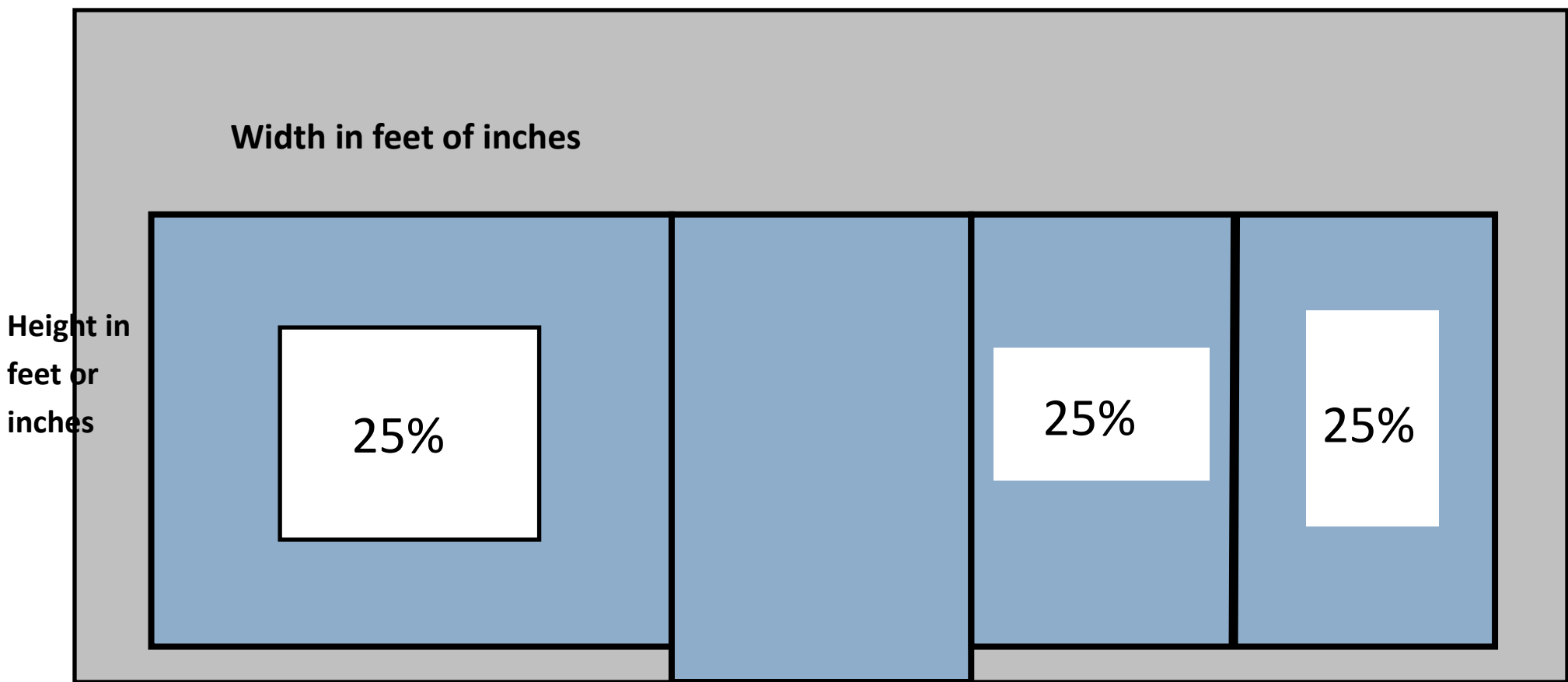
(Ord. No. 229, § 7, 5-11-70; Ord. No. 399, § 7, 8-9-82; Ord. No. 406, § 2, 1-10-83; Ord. No. 595, § 1, 8-12-96; Ord. No. 617, § 1, 4-14-9)



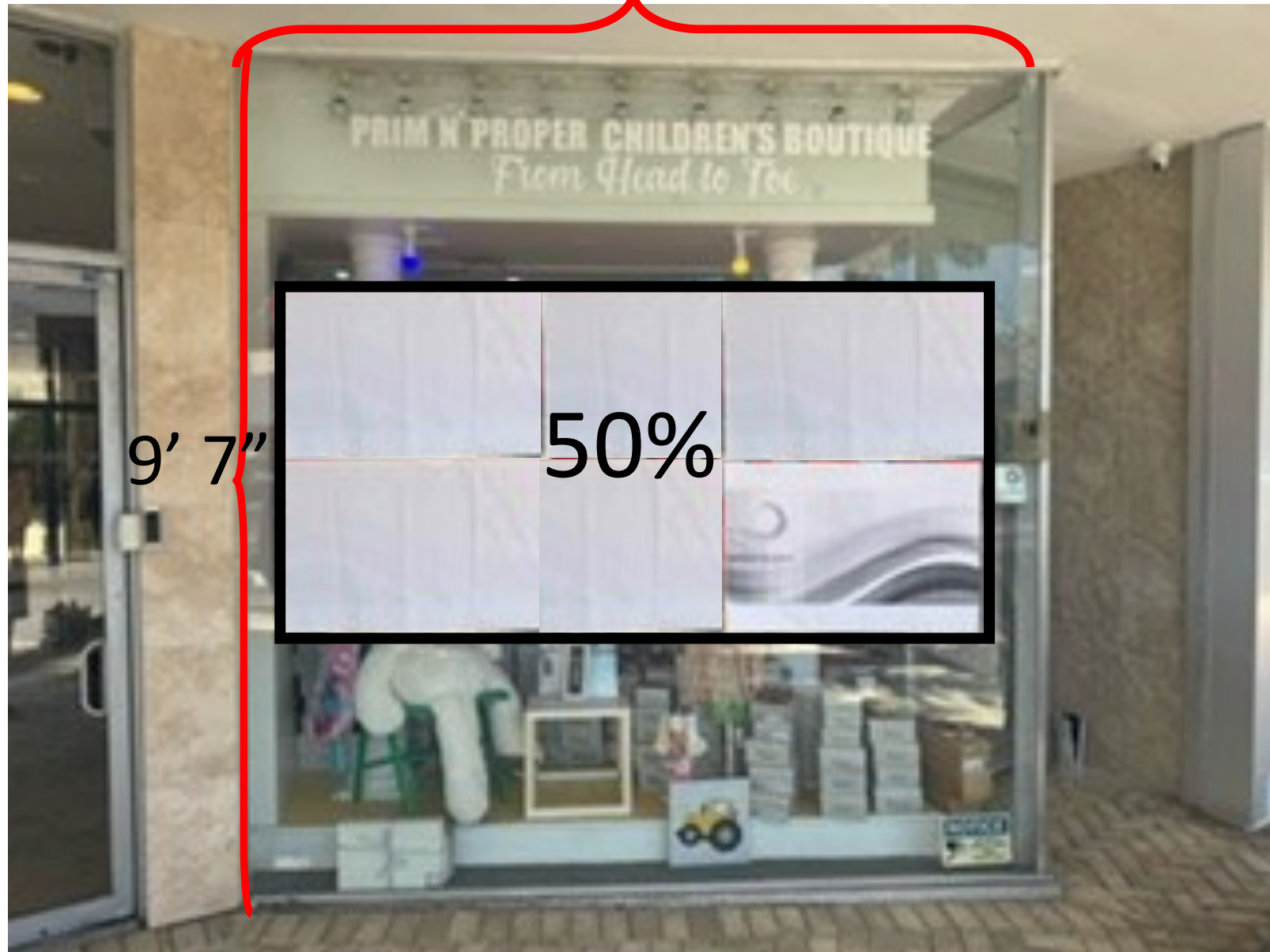
Sign Guide Figure 1: Window Sign Example



Sign Guide Figure 2: Window Sign Example



9' 4"



9' 7"

50%

25% of the window



AGENDA ITEM REPORT

May 14, 2025

ITEM NUMBER: 9.

ITEM: Consideration and Approval of an Ordinance on First Reading amending Section 23-11 of the Town Code of Ordinances defining mechanical equipment, prohibiting such equipment on the exterior wall of the second floor of any building, and requiring these equipment to be clearly identified and shown during the site plan review process. Enclosed are the Staff Memo and proposed Ordinance. Sponsored by Council Member Robert Yaffe

DESCRIPTION:

Staff recommends that the Town Council approve the attached Ordinance amending the Town Code to regulate the location and review requirements for exterior mechanical equipment. The proposed amendment prohibits the installation of mechanical equipment on second-floor exterior walls and requires that all such equipment be clearly identified during the site plan review process. This update is intended to preserve the visual character of buildings and reduce noise and aesthetic impacts on neighboring properties.

The Town of Bay Harbor Islands places high value on maintaining the architectural integrity, visual consistency, and overall aesthetic appeal of its residential and commercial structures. Over time, concerns have emerged related to the placement of mechanical equipment such as HVAC units, pool pumps, and refrigeration systems on upper building levels, particularly the second-floor exteriors. These installations can create undesirable visual clutter, contribute to noise issues, and impact neighboring properties, particularly in higher-density settings.

Currently, the Code lacks specific provisions restricting where mechanical equipment can be placed on multi-story buildings or how it should be reviewed during the planning process. This has led to inconsistent interpretations and installations that may not align with the Town's design expectations or neighborhood compatibility goals.

To address these concerns, staff has prepared an ordinance amendment to clarify the permitted locations of exterior mechanical equipment and to ensure it is fully accounted for during site plan review.

The proposed ordinance includes the following regulatory updates:

Location Restrictions:

Mechanical equipment including HVAC units, refrigeration systems, and pool or spa-related machinery, may not be installed on the second-floor exterior walls of any structure. This restriction helps preserve building facades and minimizes visual and acoustic intrusions for neighboring properties.

Definition of Mechanical Equipment:

For clarity and consistency, the ordinance defines mechanical equipment as any exterior heating, ventilation, air conditioning, refrigeration, pool, or spa-related appliance or system, or any similar apparatus.

Site Plan Requirements:

All proposed mechanical equipment installations must be clearly identified and shown on submitted site plans during the review and approval process. This ensures that Town staff and review boards have full visibility into the design and location of such elements early in the development process, allowing for proactive resolution of potential conflicts.

This update enhances the predictability of design review processes and improves the quality of life for nearby property owners by reducing unwanted noise and unsightly mechanical intrusions at higher elevations.

This ordinance represents a targeted update to the Town's zoning and design regulations that enhances architectural standards, ensures consistency during site plan review, and protects the visual and acoustic environment for neighbors. By addressing mechanical equipment placement proactively through regulation and site plan transparency, the Town will continue to uphold its high standards for development and community character.

Staff recommends approval of the ordinance on second reading to establish new standards for mechanical equipment installation and review in the Town of Bay Harbor Islands.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

There is no fiscal impact.

BUDGET IMPACT:

Submitted By: Lorrainia Belle, Town Planner
 Robert Yaffe, Council Member

ATTACHMENTS

1.	Staff Memo for Council Agenda Items Mechanical Eq.
2.	Ordinance - 23-11 Mechanical Equipment Prohibited on Second Floor Exterior Walls



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

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Interim Town Manager Evelyn Herbello, Deputy Town Manager
CC:	Joseph S. Geller, Esq., Consultant Town Attorney Yvonne P. Hamilton, CMC, Town Clerk
FROM:	Lorrainia Belle Town Planner
DATE:	May 14, 2025
SUBJECT:	Town of Bay Harbor Islands – Amending the Town’s Code of ordinances related to the regulation to prohibit mechanical equipment on second-floor exterior walls.

RECOMMENDATION

Staff recommend that the Town Council approve the attached Ordinance amending the Town Code to regulate the location and review requirements for exterior mechanical equipment. The proposed amendment prohibits the installation of mechanical equipment on second-floor exterior walls and requires that all such equipment be clearly identified during the site plan review process. This update is intended to preserve the visual character of buildings and reduce noise and aesthetic impacts on neighboring properties.

BACKGROUND

The Town of Bay Harbor Islands places high value on maintaining the architectural integrity, visual consistency, and overall aesthetic appeal of its residential and commercial structures. Over time, concerns have emerged related to the placement of mechanical equipment such as HVAC units, pool pumps, and refrigeration systems on upper building levels, particularly the second-floor exteriors. These installations can create undesirable visual clutter, contribute to noise issues, and impact neighboring properties, particularly in higher-density settings.

Currently, the Code lacks specific provisions restricting where mechanical equipment can be placed on multi-story buildings or how it should be reviewed during the planning process. This has led to inconsistent interpretations and installations that may not align with the Town's design expectations or neighborhood compatibility goals.

To address these concerns, staff has prepared an ordinance amendment to clarify the permitted locations of exterior mechanical equipment and to ensure it is fully accounted for during site plan review.

ANALYSIS

The proposed ordinance includes the following regulatory updates:

Location Restrictions:

Mechanical equipment including HVAC units, refrigeration systems, and pool or spa-related machinery, may not be installed on the second-floor exterior walls of any structure. This restriction helps preserve building facades and minimizes visual and acoustic intrusions for neighboring properties.

Definition of Mechanical Equipment:

For clarity and consistency, the ordinance defines mechanical equipment as any exterior heating, ventilation, air conditioning, refrigeration, pool, or spa-related appliance or system, or any similar apparatus.

Site Plan Requirements:

All proposed mechanical equipment installations must be clearly identified and shown on submitted site plans during the review and approval process. This ensures that Town staff and review boards have full visibility into the design and location of such elements early in the development process, allowing for proactive resolution of potential conflicts.

This update enhances the predictability of design review processes and improves the quality of life for nearby property owners by reducing unwanted noise and unsightly mechanical intrusions at higher elevations.

EXECUTE

If approved by the Town Council, the following steps will be taken:

1. **Code Amendment:**
Update the applicable sections of the Town Code to include the new definition and limitations for exterior mechanical equipment.
2. **Staff and Applicant Guidance:**
Town staff will update application checklists and educate applicants, architects, and engineers on the new requirements for site plan submittals.
3. **Enforcement and Review Protocols:**
Staff will incorporate the ordinance's standards into zoning plan reviews and inspections to ensure compliance with equipment location restrictions and site plan completeness.

CONCLUSION

This ordinance represents a targeted update to the Town's zoning and design regulations that enhances architectural standards, ensures consistency during site plan review, and protects the visual and acoustic environment for neighbors. By addressing mechanical equipment placement proactively through regulation and site plan transparency, the Town will continue to uphold its high standards for development and community character.

Staff recommends approval of the ordinance on second reading to establish new standards for mechanical equipment installation and review in the Town of Bay Harbor Islands.

FINANCIAL ANALYSIS

GL Line Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

1ST Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S ZONING AND PLANNING CODE BY AMENDING SECTION 23-11 ENTITLED "LAND DEVELOPMENT REGULATIONS" TO PROHIBIT MECHANICAL EQUIPMENT ON SECOND FLOOR EXTERIOR WALLS AND REQUIRING ALL SUCH EQUIPMENT TO BE CLEARLY IDENTIFIED DURING THE SITE PLAN REVIEW PROCESS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, the Town Council desires to amend the Town's Zoning and Planning Code to prohibit mechanical equipment on second floor exterior walls and requiring all such equipment to be clearly identified during the site plan review process; and

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

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

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

Section 2: That the Town of Bay Harbor Islands Zoning and Planning Code is hereby amended to modify Section 23-11 entitled Land Development Regulations to prohibit mechanical equipment on second floor exterior walls and requiring all such equipment to be clearly identified during the site plan review process 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 May, 2025.

PASSED on Second Reading this ____ day of _____, 2025.

ISAAC SALVER
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.

Sec. 23-11. Land development regulations.

In all area districts hereinabove set forth and designated, there shall be front, rear and side yard setbacks provided for of not less than the dimensions specified, and other land development standards, as follows, to wit:

- (A) *RD-Single Family Area:*
 - (1) Front yard setback (any street frontage including corner lots).
All lots except Kane Concourse frontage: 25 feet.
All lots fronting Kane Concourse: 40 feet.
 - (2) Rear yard setbacks (waterfront).
Block 23, Lots 29-95: 40 feet measured from the outside bulkhead wall.
Block 23, Lots 1-28 and Lots 96-104: 25 feet measured from the outside bulkhead wall.
 - (3) Rear yard setbacks (non-waterfront).
Lots fronting Kane Concourse: Ten feet.
All other lots: 15 feet.
 - (4) Side yard setbacks (all lots).
All lots: Ten feet.
 - (5) Notwithstanding the above, as to triangular or otherwise odd-shaped lots, the town shall have the power to adjust the street or front yard setback restrictions in the interest of proper, useful and equitable planning.
 - (6) Height limits.
 - a. No building in RD-Single Family area, shall exceed two and one-half stories or 25 feet in height above the base flood elevation (BFE) plus any additional freeboard per the Florida Building Code, or as otherwise prescribed by United States, state or county flood control laws or regulations.
 - b. Notwithstanding the above, roofs with a slope exceeding two and one-half inches per foot may exceed the above height restriction to a maximum height of 35 feet on waterfront properties and a maximum height of 30 feet on non-waterfront properties, provided that the point on the roof at which the slope begins such excess height is no closer to the property lines than as described below:
 - i. On all lots in the RD-Single Family district: 15 feet from each side property line.
 - ii. Block 23, Lots 29-95: 45 feet from the outside bulkhead wall, 60 feet from any street.
 - iii. Block 23, Lots 1-28: 30 feet from the outside bulkhead wall, 55 feet from any street.
 - iv. Lots facing Kane Concourse: 15 feet from the rear property line, 30 feet from any street.
 - v. Corner lots in Blocks 30, 31, 33 and 34: 35 feet from any street.
 - vi. On all other lots in the RD-Single Family district: 40 feet from any street (front) property line, 20 feet from any rear property line.
 - (7) Building articulation. Architectural embellishments, including but not be limited to, windows, eyebrows, material changes, reliefs, reveals, ornamentation, banding, canopies, copings, etc.,

must be incorporated into the design to avoid large flat uninterrupted wall surfaces for at least 50 percent of the length of all elevations of the main house and any accessory structures.

(8) Open space requirements.

- a. Each plot shall provide for a minimum of 35 percent open space at ground level for one-story homes. Each plot shall provide for a minimum of 40 percent open space at ground level for homes with any portion of the home above one story.
- b. Each plot shall provide for a minimum of 50 percent landscaped "green" pervious open space at ground level in the front yard area. The use of pervious pavers or landscape strips in driveways or walkways shall not be included in the 50-percent landscaping requirement. Within front setback areas sufficient open space and landscaping materials shall be provided to break large expanses of hardscapes, screen parking areas and provide shade.

(9) Second story building area restrictions. For residences designed as two-story structures, the second story shall not exceed 80 percent of the first (ground) floor gross floor area inside exterior walls (air-conditioned/non-air-conditioned areas). The reduced secondary story percentage listed herein may be applied to the first floor, if approved by the design review board. Notwithstanding the above, the design review board may allow modifications to this requirement in instances where enhanced architectural articulation and detailing is provided on the exterior house façades to break the massing of the structure.

- a) Mechanical equipment refers to any exterior heating, ventilation, air conditioning (HVAC), refrigeration systems, pool or spa equipment, or similar appliances. The installation of such equipment is prohibited on the exterior wall of the building's second floor. All mechanical equipment must be clearly identified and shown during the site plan review process.

AGENDA ITEM REPORT

May 14, 2025

ITEM NUMBER: 10.

ITEM: Consideration and Approval of an ordinance on First Reading amending Section 23-12 of the Town Code entitled "General Provisions" by revising Section 23-12(26) to add tennis court dimensional standards and padel ball to the outdoor recreational game court facilities allowed in the Town, modifying fencing regulations and providing for noise mitigation to accommodate this sport. Sponsored by Vice Mayor Stephanie Bruder and Council member Joshua D.Fuller. Enclosed is the proposed ordinance.

DESCRIPTION:

The proposed ordinance seeks to amend Section 23-12 of the Town Code to provide dimensional standard for a tennis court and to permit padel ball court among the list of outdoor recreational game court facilities allowed in the Town. It modifies fencing regulations regarding height and location, screening to mitigate noise, and prohibits pickleball courts and use of any court facility for pickleball.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

There is no fiscal impact.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk
Stephanie Bruder, Council Member
Joshua Fuller, Mayor

ATTACHMENTS

1.	Staff Memo for Council Agenda Items 1st Reading
2.	Sec.23-12 General Provisions Tennis & Padel Court 1st Reading
3.	Residential Padel Court
4.	Padel court dimensions and concept images 6.14.2023
5.	Padel Technologies - details and specifications 5.3.2024



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

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Interim Town Manager Evelyn Herbello, Deputy Town Manager
CC:	Joseph S. Geller, Esq., Consultant Town Attorney Yvonne P. Hamilton, CMC, Town Clerk
FROM:	Lorrainia Belle Town Planner
DATE:	May 14, 2025
SUBJECT:	Town of Bay Harbor Islands – Amending the Town’s Code of ordinances related to the regulation to tennis court and padel ball court.

RECOMMENDATION

Staff recommend that the Town Council approve the attached Ordinance amending the Town Code to update existing regulations for tennis courts and to add new provisions for the installation, screening, and operation of padel courts. The proposed changes are designed to preserve neighborhood compatibility, mitigate noise and visual impacts, and ensure that any court construction aligns with the Town’s aesthetic and zoning standards.

BACKGROUND

Tennis courts have long been a recreational feature in the Town of Bay Harbor Islands, primarily within residential properties. However, as development trends evolve and new sports gain popularity, staff have received increased interest in the construction of padel courts, a fast-growing racket sport with different spatial and structural requirements than traditional tennis.

While the Code previously addressed tennis courts to some extent, it did not include comprehensive design or operational guidelines, nor did it contemplate the unique characteristics of padel courts. To address community concerns about visibility, noise, and potential disruptions to adjacent properties, staff have prepared an ordinance to update the tennis court regulations and establish clear, enforceable standards for padel courts.

ANALYSIS

The proposed ordinance includes the following key elements:

Tennis and Padel Courts Regulation Updates

- Landscaping and Screening Requirements:
 - All courts must include sufficient landscaping such as trees and/or hedges installed during construction and maintained thereafter. The landscaping must fully screen the court and fence from view and be a minimum of six (6) feet in height at planting, reaching the height of the fence within one (1) year.
- Noise Mitigation:
 - Where a tennis court borders a neighboring property, a six (6) foot high Acoustiblok® wall or equivalent sound-attenuating barrier must be constructed along the entire property line. This wall must be installed concurrently with the court to ensure timely noise control.
- Court Dimensions and Materials:
 - The dimensions and required materials for tennis and padel courts, including but not limited to flooring, fencing, glass, and netting, shall conform to the specifications established by the United States Tennis Association (USTA) for tennis courts and by the International Padel Federation (FIP) for padel courts.
- Court Placement:
 - All courts may not be constructed within required setbacks and cannot be placed in front of the primary residential structure relative to the street.
- Hours of Operation:
 - Courts may only be used between 9:00 a.m. and 10:00 p.m., seven days a week. Lighting must be on an automatic timer and may only remain on during approved hours. Exceptions for special events require prior written approval from the Town Manager.
- Lighting Standards:
 - Not exceed ½ foot-candle at property lines.
 - Remain below 75 foot-candles in total output.
 - Use fully cut-off fixtures aimed downward.
 - Match the color of fencing.

EXECUTE

If the Town Council approves this ordinance, the following actions will take place:

Code Amendment Implementation:

Relevant sections of the Town Code will be updated to reflect the new tennis and padel court standards.

Application Requirements:

Site plan review processes will be revised to ensure landscaping, fencing, acoustics, and lighting plans are submitted and reviewed for compliance.

Ongoing Enforcement:

Inspections will verify that landscaping is maintained, and that court use, lighting, and barriers conform to code requirements.

CONCLUSION

These updates provide clarity and structure for the installation of recreational courts within the Town, balancing property owner desires with the community's expectations for privacy, aesthetics, and noise management. By proactively addressing these elements, the Town ensures that recreational amenities are compatible with surrounding development and residential quality of life.

Staff recommend approval of the ordinance on second reading to update tennis court regulations and establish comprehensive standards for new padel courts in the Town of Bay Harbor Islands.

FINANCIAL ANALYSIS

GL Line Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

1ST Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S ZONING AND PLANNING CODE BY AMENDING SECTION 23-12 ENTITLED GENERAL PROVISIONS; AMENDING SECTION 23-12(26) RELATED TO OUTDOOR RECREATIONAL GAME COURT FACILITIES TO CLARIFY AND EXPAND THE TYPES OF GAME COURT FACILITIES ALLOWED AND TO MODIFY FENCING ALLOWANCES; 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 adopted the first Zoning and Planning Code for the community in June 1957; and

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

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

WHEREAS, in 2009 the Town Council adopted land development regulations for outdoor recreational game court facilities such as tennis courts, racquetball, handball, basketball, shuffleboard, children's multi-purpose and similar facilities; and

WHEREAS, the Town Council desires to amend the Town's Zoning and Planning Code to modify those land development regulations to address other types of courts; and

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

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

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

Section 2: That the Town of Bay Harbor Islands Zoning and Planning Code is hereby amended to modify Section 23-12(26) entitled Outdoor Recreational Game Court Facilities to modify certain provisions related to the types of game courts allowed and modify the applicable fencing allowances for certain types of court facilities, 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 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 May, 2025.

PASSED on Second Reading TBA.

ISAAC SALVER
MAYOR

ATTEST:

YVONNE P. HAMILTON, CMC TOWN
CLERK

EXHIBIT A
Amendments to the Town of Bay Harbor Islands
Zoning and Planning Code – Chapter 23

Sec. 23-12. General provisions.

(26) *Outdoor recreational game court facilities.* The following regulations shall apply to all recreational game court facilities, including but not limited to tennis, racquetball, handball, basketball, shuffleboard, children's multipurpose and similar facilities, or any combination thereof, except that pickleball courts and use of any court facility for pickleball is expressly prohibited in the entire Town :

- a) In the RD district the only outdoor recreational game court facilities permitted are tennis, basketball, padel ball and/or children's multipurpose facilities. Such facilities may be approved by the town subject to site plan approval by the design review board, except for a permanent or portable basketball pole installed in accordance with the provisions listed herein.
- b) In all other zoning districts, any individual or combination of recreational game court facilities may be approved by the town subject to site plan approval by the design review board.
- c) Tennis and Padel courts.
 - i. Fencing and Glass. The maximum height allowed for a tennis court fence shall be ten feet. For padel courts, fencing and tempered glass enclosures shall also not exceed ten (10) feet in height. Any such All chain-link fencing used for either tennis or padel courts shall be clad in black or green vinyl, including all posts and fence surfaces. Notwithstanding the foregoing, padel courts may incorporate clear tempered glass or an equivalent material at the ends and near the ends of the court, as necessary to comply with guidelines set forth by the International Padel Federation (FIP). All court netting shall be either black or dark green in color; bright or fluorescent colors are prohibited. Any fencing over exceeding five (5) feet in height must be placed so as to comply with the minimum setback requirements applicable within the zoning district in which the tennis court is located.
 - ii. Playing surface location. Within the RD district the playing surface of a tennis or padel court may not be placed within two-five (25) feet of a property line abutting a street, ten (10) feet to an interior side or fifteen (15) feet for the rear property line. Within any other zoning district, the playing surface of a tennis court may not be placed within the minimum base setback for the district in

- which the facility is proposed. The town council may consider variations to the above criteria for odd-shaped lots, corner lots or other special instances on a case-by-case basis through the submission of a variance application.
- iii. Hours of operation. The hours of operation of a tennis or padel court shall be between the hours of 9:00 a.m. and 10:00 p.m. during all days of the week. If any accessory lighting is provided the light fixtures shall only be operated when the court is actively used and shall not be illuminated outside of the hours of play specified herein. All such lighting shall be equipped with a timer switch to ensure the lighting will be controlled to operate in the specified time period listed herein. The town manager may authorize the temporary use of a tennis or padel court and/or lighting for special occasions outside of the times listed herein on a case-by-case basis after a written request to do so is submitted to the town and approved by the town in writing
 - iv. Lighting . If any accessory lighting is provided, the lighting fixtures shall not produce more than one-half foot-candle at any property line nor more than 75 foot-candles overall. All such lighting shall be equipped with a timer switch to ensure the lighting will be controlled to operate within the specified time period listed herein. The color of any lighting fixture or pole shall match the fence color. No portion of an exterior lighting fixture may exceed ten feet in a required yard area nor a maximum of 18.5 feet in height in the RD district nor more than 25 feet in any other zoning district and shall be aimed and/or provided with cutoffs so that the light source is directed to the outdoor recreational play court facility so as to minimize negative impacts to adjoining properties.
 - v. Screening requirements. ~~Sufficient landscaping (trees and/or hedges) shall be approved as part of the site plan, installed when the facility is constructed, and maintained to opaquely screen the fence and all activities from view. The landscaping shall be at least six feet in height at the time of planting and equal to and maintained at the height of the fence within one year of the installation.~~ As a condition of approval during the site plan review process for any proposed tennis or padel court, the applicant shall be required to install and thereafter maintain sufficient landscaping for purposes of visual screening and noise mitigation. Such landscaping shall be installed contemporaneously with the construction of the court and shall consist of trees and/or hedges arranged and maintained in a manner that provides a continuous opaque screen of the court fencing and related activities when viewed from ground level outside the subject property. Hedges shall be not less than six (6) feet in height at the time of planting and

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shall achieve and be maintained at a height equal to that of the surrounding fence, or to an equivalent line of sight, within one (1) year from the date of installation, except where the court is fully screened from view by existing lawful structures. Trees shall conform to the minimum standards set forth in Section 24-16 of this Code. All required landscaping shall be continuously maintained in a healthy, viable condition and promptly replaced as necessary to ensure ongoing compliance with this section. In addition to the foregoing, a sound attenuation wall, such as a six (6) foot high Acoustiblok barrier or a functionally equivalent noise-mitigating structure, shall be installed along the full length of any side of the tennis or padel court that abuts a shared property line with an adjacent lot. Said wall shall be constructed simultaneously with the court and shall be maintained in good working condition to ensure effective noise reduction.

- vi) Court Dimensions and Materials. The dimensions and required materials for tennis and padel courts, including but not limited to flooring, fencing, glass, and netting, shall conform to the specifications established by the United States Tennis Association (USTA) for tennis courts and by the International Padel Federation (FIP) for padel courts. Compliance with these standards shall be verified at the time of permit application. No variances shall be permitted from these requirements, except as provided in subsection ii, which addresses irregular or odd-shaped lots.
- d) Basketball.
 - i. Outdoor basketball poles, including moveable relocatable poles, shall not be installed or placed within public road rights-of-way.
 - ii. No exterior lighting shall be allowed specifically for basketball use, except as approved by the town manager.
 - iii. No driveway may be enlarged to serve as a basketball game court.
 - iv. No striping (paint/decal) for any basketball court shall be placed on any public roadway. No striping (paint/decal) for a basketball court shall be placed on any private roadway, driveway or sidewalk without the prior approval of the town. Any such striping or markings shall be limited to inconspicuous colors.
- e) Screening requirements. As part of the site plan review, sufficient landscaping consisting of trees and/or hedges shall be required. This landscaping must be installed during the construction of the padel court and maintained thereafter. It should be designed and placed to fully screen the fence and all activities on the padel court from view. The landscaping shall be a minimum of six (6) feet in height at the time of planting and shall grow to and be maintained at the height of the surrounding fence within one (1) year of installation. Additionally, a six (6) foot high

Acoustiblok® wall or an equivalent sound-attenuating barrier must be installed along the entire length of the padel court where it borders a property line shared with an adjacent neighbor. This wall is required to reduce noise transmission and must be constructed concurrently with the court.

f) Other game court facilities.

- i. No other type of outdoor recreational game court facilities shall be placed closer than the minimum specified base setbacks for the zoning district in which the facility is proposed.
- ii. No exterior lighting shall be allowed, except as specifically approved by the design review board.
- iii. No driveway may be enlarged to serve as a recreational game court and no portion of a parking lot may be used as a recreational game court without the prior approval of the town.
- iv. No striping (paint/decal) for any recreational game court shall be placed on any public roadway. No striping (paint/decal) for a recreational game court shall be placed on any private roadway, driveway or sidewalk without the prior approval of the town. Any such striping or markings shall be limited to inconspicuous colors.
- v. Any accessory structures such as fences, canopies, etc. shall meet the minimum design standards and setback requirements listed in this section.

g) Miscellaneous requirements.

- i. No portion of an exterior wall surface shall be used for a backboard or rebound wall or structure.
- ii. If multiple platted lots, or portions thereof, are required to allow for the principal structure as well as any accessory uses and structures, including recreational game courts, a unity of title declaration acceptable to the town attorney shall be provided and recorded in the public records prior to the issuance of building permits. This provision shall not be interpreted to prohibit a freestanding recreational game court as a principal use, provided the lands upon which the recreational game court is proposed are adequate "as is" to accommodate the use (i.e. setbacks/screening) or a unity of title declaration acceptable to the town attorney is provided and recorded in the public records prior to the issuance of building permits.
- iii. In determining the percentage of coverage of a lot by buildings the area of a recreational game court shall not be provided in such computation. Notwithstanding the above, sufficient drainage shall be provided on-site so as not to negatively affect adjoining properties or public roads.

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- iv. Any recreational game court facilities constructed on the rooftop of a principal or accessory structure shall comply with the provisions contained in subsection (25).
 - h) *Nonconforming preexisting game court facilities.* As to any outdoor recreational court facilities that existed as of the date this subsection was adopted (November 9th, 2009), that were previously issued permits from the Town but are in some way in conflict with the provisions stated herein, those improvements shall be allowed to remain as nonconforming, if maintained in a safe and aesthetic manner. If an existing nonconforming outdoor recreational game court facility is altered, it must comply with the current town regulations, to the extent possible, and may be reestablished if in need of repair caused by normal wear and tear to the facility or acts of God. The design review board shall review and approve any alterations to non-conforming outdoor recreational game court facilities. The design review board is authorized to grant variations to the regulations listed herein above for nonconforming facilities. This shall not be construed to require a property owner seeking to repair a nonconforming outdoor recreational game court to file a formal zoning variance application, unless a request is being made to expand the nonconforming of the facility.

Residential Padel Court



Residential Padel Court



Residential Padel Court



Residential Padel Court



Residential Padel Court



Residential Padel Court



Residential Padel Court



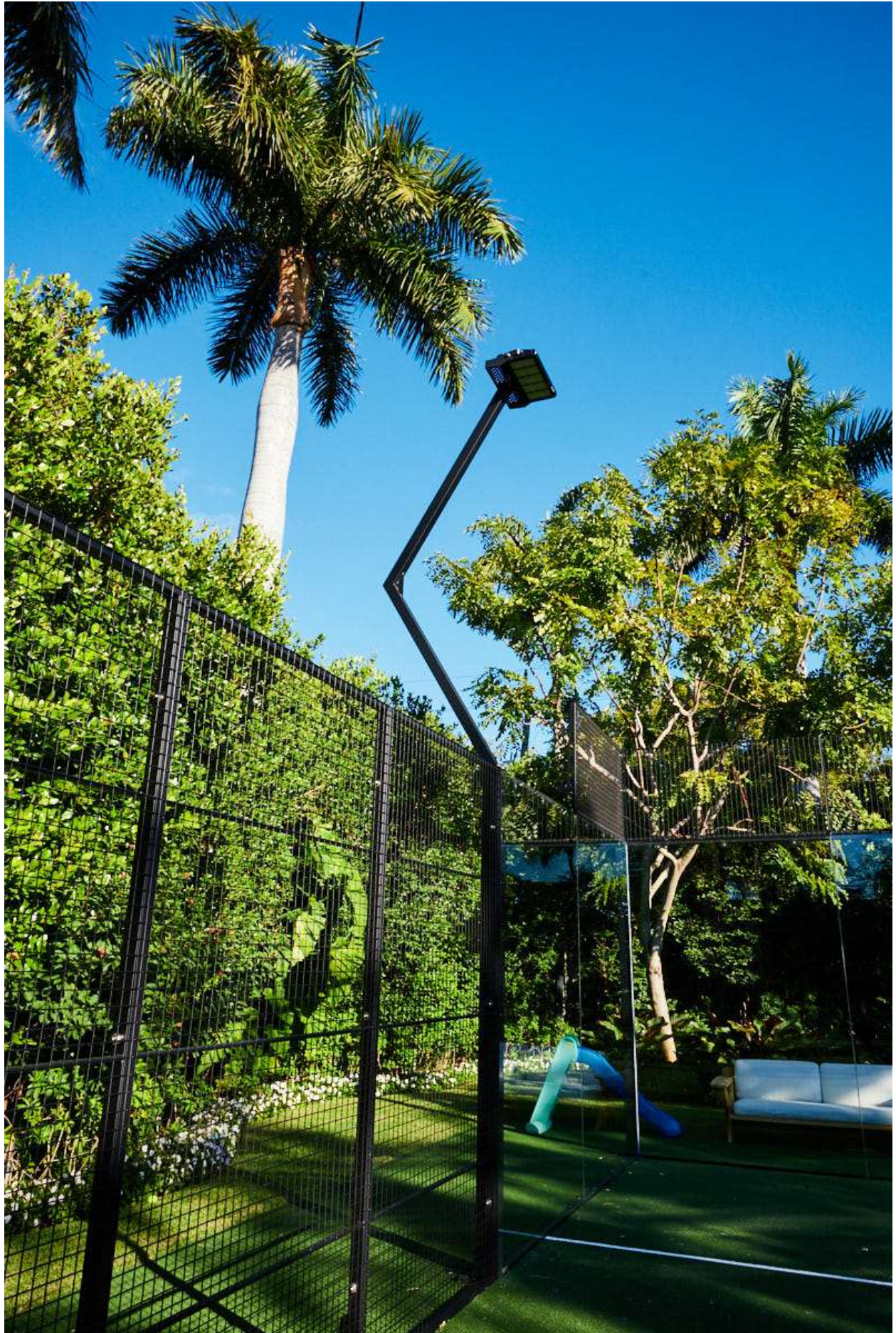
Residential Padel Court



Residential Padel Court



Residential Padel Court



Residential Padel Court

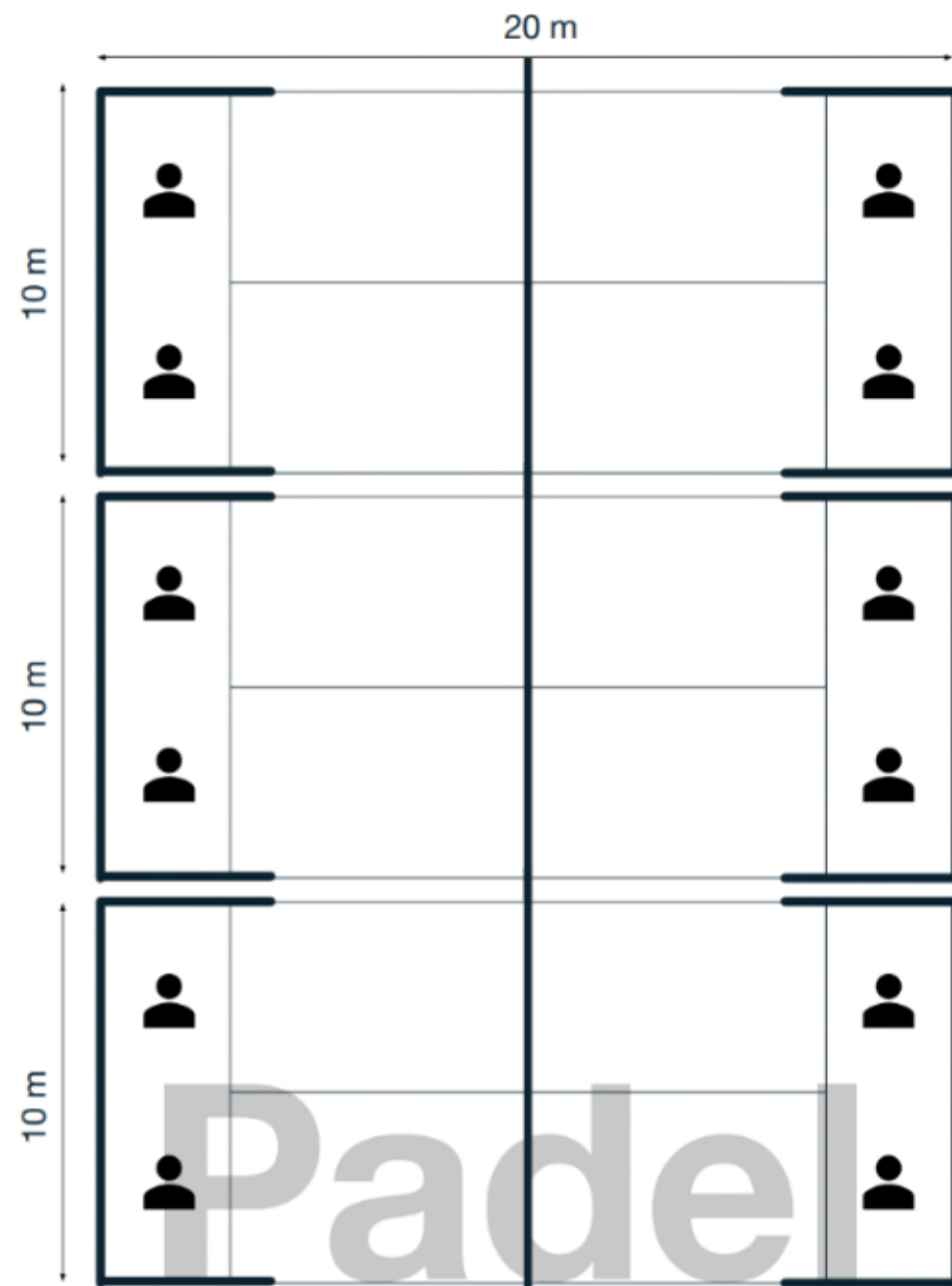
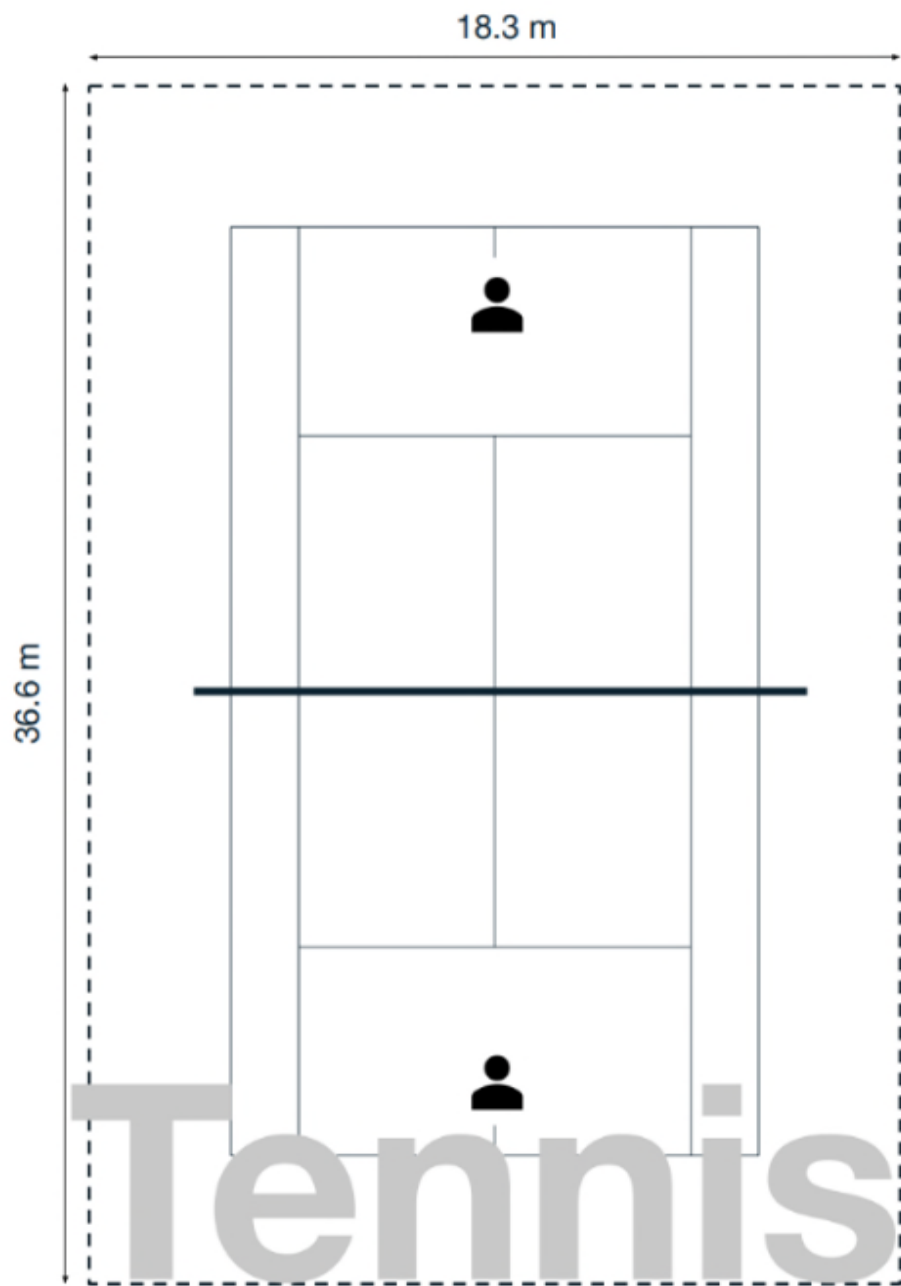


Residential Padel Court

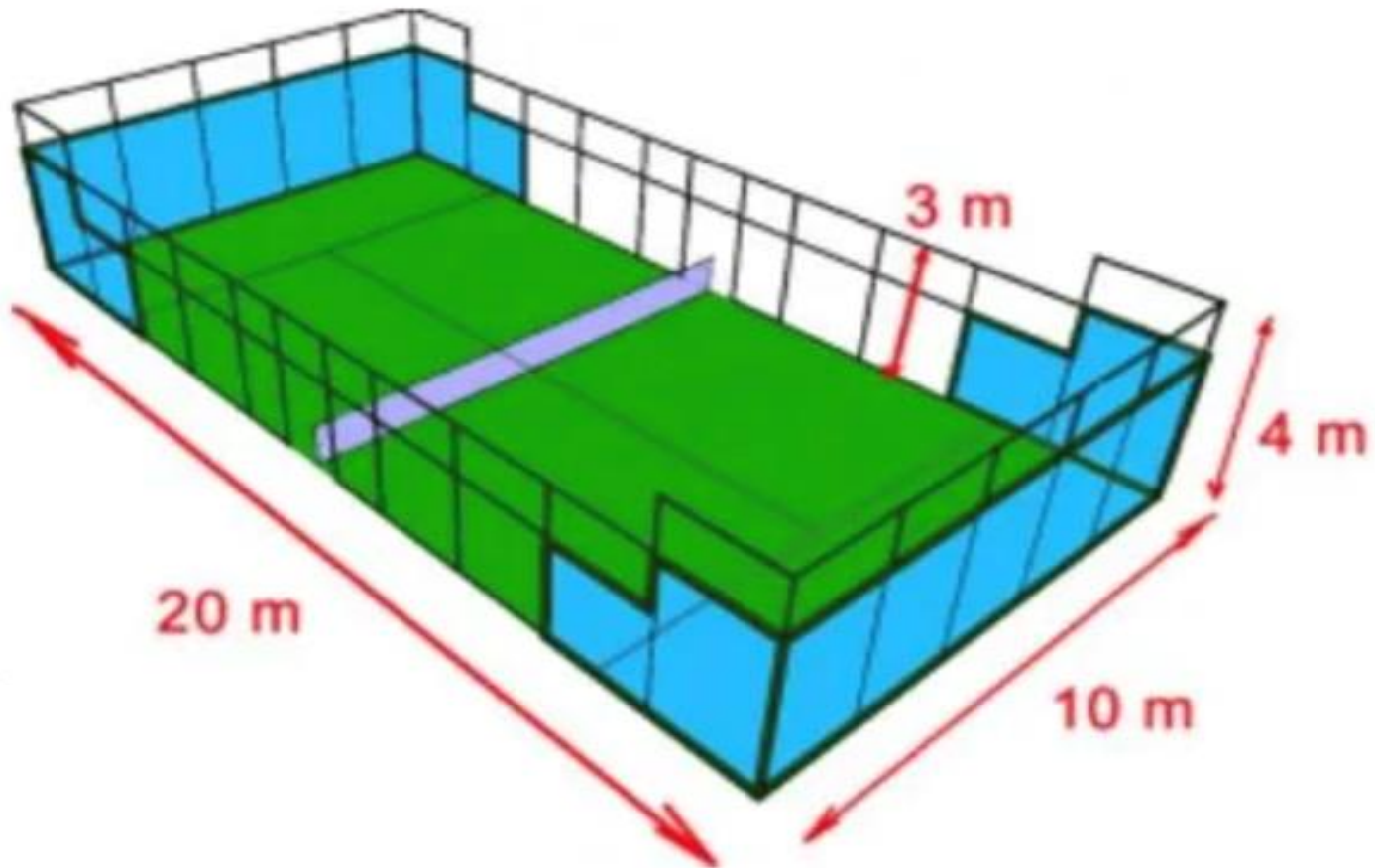


Residential Padel Court





Padel Court Dimensions



 Turf on court surface

 Glass walls (3 m tall)

Padel Court
At 1260-1270 98 Street



Padel Court
At 1260-1270 98 Street



Padel Court
At 1260-1270 98 Street



Padel Court
At 1260-1270 98 Street



PADEL
TECHNOLOGIES

Padel Courts Documentation

PADEL[®]
TECHNOLOGIES
PERFECT COURTS

Padel Technologies was born in 2001 within the TMM Industrial Group with the aim of becoming a benchmark in the manufacture of padel courts and sports elements.

TMM Group's industrial capacity allows Padel Technologies to have its own manufacturing: 7,000 m2 of manufacturing facilities in Madrid provides Padel Technologies' customers with the ultimate manufacturing technology as well as the capacity of innovation and product evolution of a large industrial group.

At TMM Group and Padel Technologies, over 50 highly qualified professionals work fully committed every day in their own expertise areas (engineering and product development, manufacturing, assembly, logistics, etc.) to guarantee our clients the best possible service and solution to their needs.

Our main axis of action is outdoor facilities on all types of synthetic surfaces and racket sports with a special dedication to what is considered to be the global sport of the 21st century: padel.

Our commitment to sport as a universal language, education tool for our future generations and as a philosophy of life for a better planet encourages us every day to seek the best technical solutions and apply them to our products so our athletes can train and compete in the best facilities.



Certifications and guarantees

All the products in this catalogue have been designed and manufactured in compliance with the next certificates.

- UNE EN ISO 9001:2015
- UNE EN ISO 14001:2015
- UNE/EN 1090-1:2011+A1:2012
- MARCADO CE



PADEL
TECHNOLOGIES
Index



Technical Specifications



Material List



General Plans



Product sheets and certificates



General Photographs



Accesories - Equipment



PADEL
TECHNOLOGIES
Technical Specifications

The PADEL EVOLUTION padel court is an industrial design, based on the assembly of common, interchangeable, and removable elements. It has a unique and innovative design that consolidates it as one of the most attractive courts in the current market.

Complying with the regulatory standards for the padel game, the enclosure combines areas built with complete modules of metal structure and glass enclosure, guaranteeing its stability and maximum visibility from the outside of the court.

It is a court with an artificial grass playing surface, enclosed in its entirety by 10-metre-long inner walls and 20-metre-long inner sides.

Foundation and screed

The area where the PADEL COURT is installed needs a minimum size of 21x11 m. The ground must be sufficiently resistant and compact, and the clearing and cleaning of the land and the necessary excavations will be carried out on it, depending on the case and previous study of each work.

The base on which the structure is installed consists of a perimeter foundation formed by a 50*50cm strip footing made of HA25/B/20 Ila and B400s steel reinforcement and a reinforced concrete slab.

The type of screeds on which TOTAL VIEW PADEL courts are mounted are:

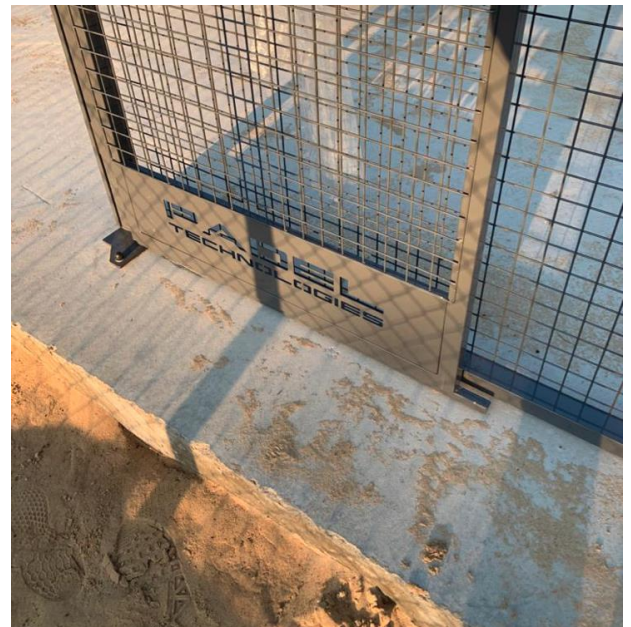
POROUS SCREED

The main advantage of the POROUS CONCRETE screed is that it is easy to evacuate rainwater, thanks to the fact that its construction system provides it with an unbeatable drainage capacity.

It is a 20+5cm thick screed with a slight slope, made up of 20cm of HA25/B/20/Ila reinforced concrete reinforced with 15*15 electro-welded mesh of B400s steel, on which a levelling layer of draining gravel is placed and on top of this, the 5cm thick porous paving made in situ, forming panels of a maximum width of 2m with expansion joints.

POLISHED CONCRETE SCREED

In the POLISHED CONCRETE screed the evacuation of water is produced by runoff, giving the platform the slope recommended by the CTE and also offers the advantage of great durability over time and a lower cost.



Metal Structure

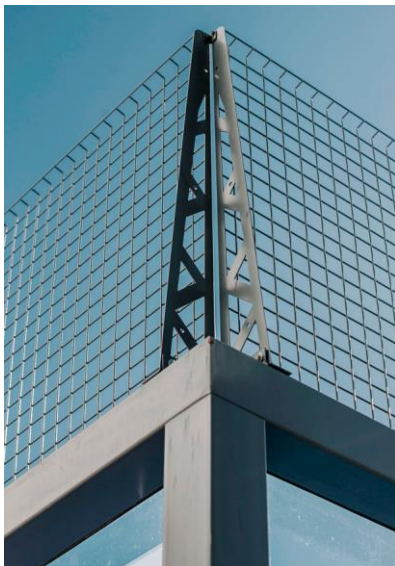
The EVO Padel court is designed on the basis of a robust and resistant but flexible metallic structure, which due to its shock absorption capacity avoids injuries to the users.

The structure is made up of metal pillars manufactured in a single piece and with an anchor plate with holes for anchoring to the ground, in which the continuous electro-welded mesh or glass enclosure is inserted, formed by a modulated structure in general dimensions of 3000*2000mm and 2000*1000mm.

It is a closed structural system in its entirety, formed by 10m long interior bottoms and 20m long sides, as follows:

- The support system for the glazing is formed by independent pillars that are joined together by means of lower braces and 2000*1000 modules in electro-welded mesh on the upper part.

- Sides: Formed by unitary modules of 3000mm in height and 2000mm wide, manufactured with our exclusive profile in which all the points of the electro-welded mesh of 50*50*4 are hidden, achieving a flat and continuous surface free of sharp edges and dangerous finishes.



This design has an exclusive net post system, made of shaped steel plate, independently anchored to the structure and with a hidden net tensioning system.



Material Characteristics

The materials used in our tracks are not only aesthetically pleasing, but also aim to ensure the structural safety of the whole.

- For the pillars, structural tube dimensions 80*80*3 and 80*40*3 galvanised.
- In anchor plates, 8mm thick S-275JR (A42b) steel.
- In enclosure, galvanised electro-welded mesh 50x50x4mm mounted on perimeter fence of structural profile protecting sharp edges and with sufficient tension to allow the ball to bounce on it.
- In glass and frame fixing parts, S-275JR (A42b) steel plate in different thicknesses according to reference.



Finishes

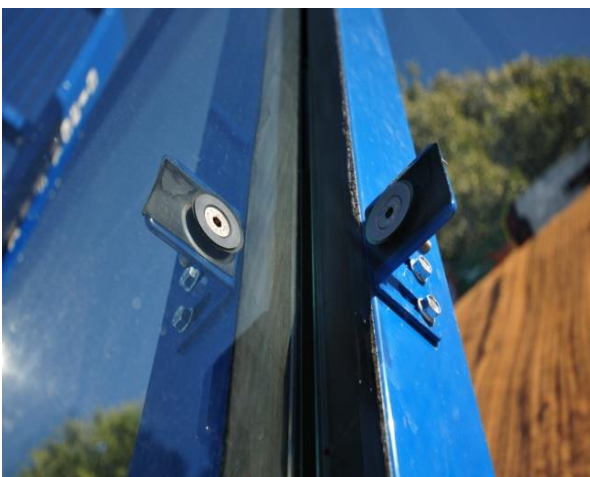
Our facilities allow us to guarantee a perfect finish avoiding the oxidation of the metal components of the track.

Several phases are carried out in this process:

- A first galvanised finish.
- Application of a layer of C3 primer.
- A final surface coating in polyester powder, high-performance polymer alloy, 80/100 microns in a RAL colour of your choice, with baked paint at 200°C in a drying cabin.



Glass Installation



The glazed areas of the court are made of 12mm thick tempered glass with polished edges, transparent and offering the right consistency and a regular and uniform bounce of the ball.

The glass panes are fixed to the framework by means of perimeter support shims and screwed to the frames. All the glass complies with the UNE-EN 12150-2 standard and is tested in accordance with the CTE regulations.

The court is made up of eighteen tempered glass modules, resulting in a total of 100m² perfectly aligned and with optimum planimetry.

Artificial Grass

The range of artificial turf that we install is specially designed for sports such as padel and tennis where the surface is hard hit by the large number of users and intense use. Qualities such as durability, resistance and adequate planimetry, among others, together with biomechanical studies allow: High profitability of the facilities, minimum maintenance and reduced risk of injury to the athlete. It is a playing field with an appearance and characteristics similar to natural grass.

The material is manufactured in accordance with the requirements of the UNE EN ISO 9001 2000 standard in terms of design, manufacture and traceability in companies with quality system certification granted by recognised bodies.

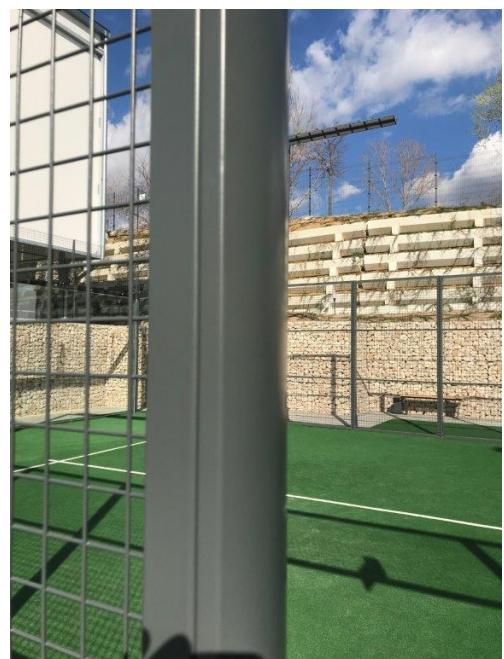
The mats are joined using bi-component polyurethane glue with geo-textile joints, with the lines of play marked with similar white grass inserted into the surface in accordance with the regulations.

Once laid, the ballast is made with rounded quartz sand, washed and dried with 97% silica, with a granulometry between 0.3/0.8 mm in an amount recommended by the manufacturer.



Accesses

Access to the track is from the side, with one or two openings with the possibility of having a sliding or hinged door made of the same metal profile as the racks, placed symmetrically with respect to the centre of the track, with measurements that comply with the accessibility standards of the FEP and the CTE (Technical Building Code).



Net Post

The net needs regulation dimensions made of double polyethylene mesh with white PVC tape on top.

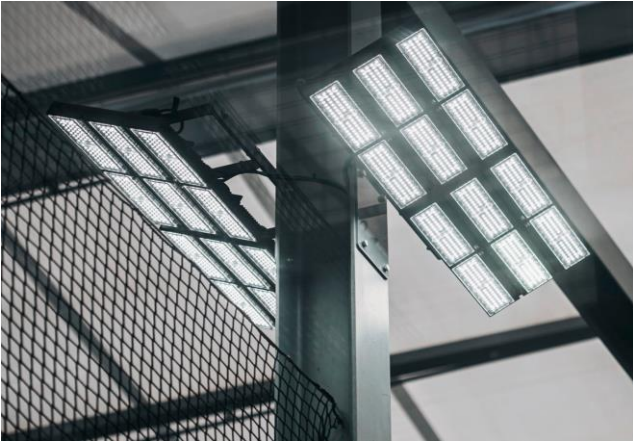
The mooring and tensioning system of the net is an exclusive net post system, made of shaped steel sheet with independent anchoring to the structure and a hidden net tensioning system that contributes to the aesthetics of the whole.



Led Lightning

We have a lighting system consisting of 8 metal halogen spotlights of 400w power and according to IP65, placed two by two on 4 poles of 6m high, which guarantees the necessary lighting for the practice of the sport.

Special spotlights with LED technology are available as an option, which will save up to 70% in energy consumption.

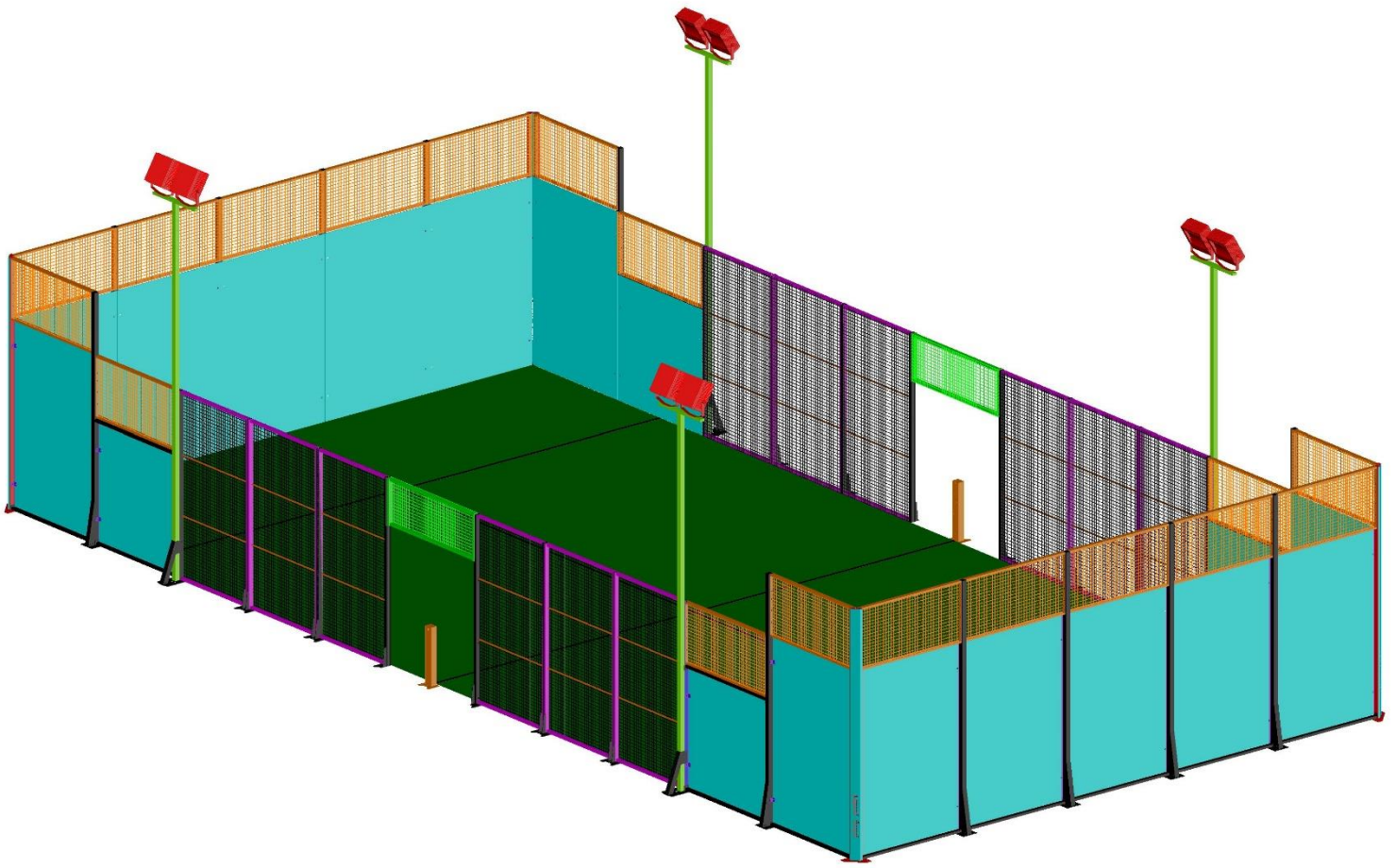


PADEL
TECHNOLOGIES

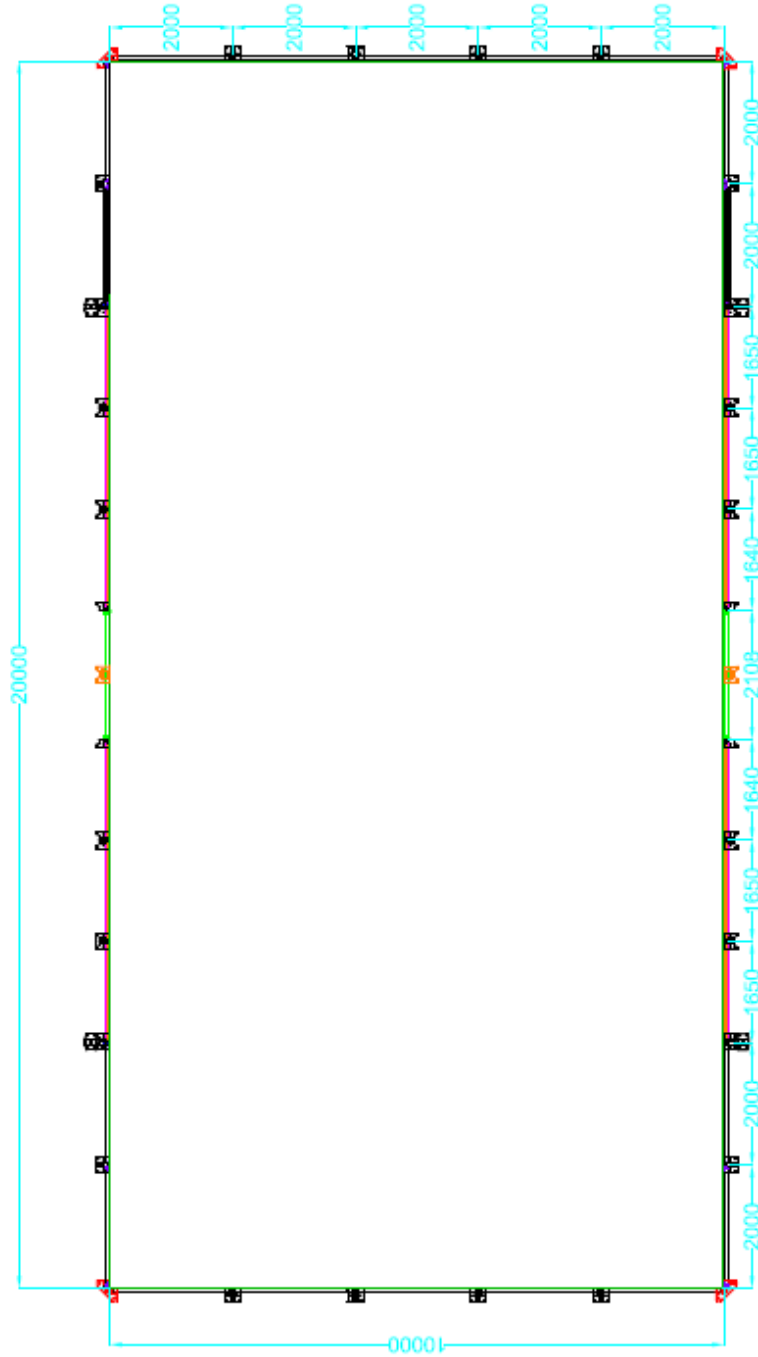
Material List

MAIN SUPPORTING STRUCTURE		
REF	DESCRIPTION	TOTAL PER WORK
EVO-MM3017	MESH MODULE 3000X1700	12
EVO-MM2010	MESH MODULE 2000X1000	18
EVO-MMP	MESH MODULE. ENTRANCE DOOR	2
EVO-PESQ	CORNER POST	4
EVO-PF	FOND GLASS POST	8
EVO-PL	LATERAL GLASS POST	4
EVO-PI	INTERMEDIATE POST 3000	4
EVO-R	RIOSTRA	22
EVO-PB	LIGHTING POLE BACULUM 6000	4
EVO-CFB	BUTTRESS BACULUM	4
EVO-ANG	GLASS FIXING ANGLE WIDTH 40	100
NON STRUCTURAL PIECES		
REF	DESCRIPTION	TOTAL PER WORK
EVO-TAPA	TRACK ENTRANCE COVER	4
EVO-RESQSUP	UPPER CORNER CAP	4
EVO-RESQINF	BOTTOM CORNER CAP	4
EVO-PRED	NET POST WITH COVER AND CLIPS	2
EVO-EMBELLECEDOR	COVER FOR MODULES	8
SCREWDRIVERS		
REF	DESCRIPTION	TOTAL PER WORK
EVO-TORM12X60Z	TOR. CORNER POST M12X60 DIN933 ZN	48
EVO-ANCLM12X150	GROUND ANCHOR M12X150	150
EVO-VM12X115Z	THREADED ROD M12X115mm zinc plated	224
EVO-TCIEGAM12X	BLIND NUT M12 DIN 1587 STAINLESS STEEL	460
EVO-APLM12X	FLAT WASHER M12 DIN9021INOX TMM	460
EVO-TORAUTAGZ	TOR. self-tapping washer-rubber 6,3X30 DIN7504K	0
EVO-TORAUTAGZ	TOR. self tapping washer-rubber washer 4,9X30 DIN7504K	70
EVO-TORM8X30X	TOR. GLASS M8X30 DIN7991 INOX	100
EVO-TAUTBLOCX	GLASS NUT M8 SELF-LOCKING STAINLESS STEEL	100
EVO-AM8X	GLASS WASHER M8 DIN9021 STAINLESS STEEL	100
	SCREWS FOR RATCHET:	
EVO-TORM10X30Z	M10X30 DIN 933	5
EVO-TUM10Z	M10 NUTS DIN 934	2
EVO-AM10Z	WASHERS D D10 DIN 125	6
EVO-TRED	SCREWS RED STOPPER	1
EVO-TREMACHM12	RIVET NUT HEXA WIDE HEAD M12	16
EVO-TREMACHM10	RIVET NUTS M10 HEXA WIDE HEAD	4

NON METALIC ELEMENTS		
REF	DESCRIPTION	TOTAL PER WORK
EVO-CASQUILLO	NYLON GLASS SLEEVE	100
EVO-CARRACA	UD TENSION RATCHET	1
EVO-RED	UD GAME NET	1
EVO-NEOPRENO40X4N	ML NEOPRENO NEGRO 40x4	180
EVO-NEOPRENO10X10N	ML NEOPRENO NEGRO 10X10	40
EVO-V10-3020	UD GLASS 3000X2000 10mm	14
EVO-V10-2020	UD GLASS 2000X2000X 10mm	4
EVO-CESPED	GREEN GRASS MONO	si
EVO-ARENA	TN SAND	SI
EVO-GEOTEX	M GEOTEXTIL	100
EVO-PEG	GLUE FOR THE GRASS	2
EVO-TAPM12N	TAPONES M12 NEGROS MOSS	150
EVO-CONT8080N	PLASTIC PLUGS 80X80 BLACK	12
EVO-CONT8040N	PLASTIC PLUGS 80X40 BLACK	44
EVO-SPRAY	SPRAY	2
EXTRA ACCESSORIES		
REF	DESCRIPTION	TOTAL PER WORK
EVO-PA2H	2-LEAF FOLDING DOORS	1
EVO-MMCHE	ENTRANCE OPENING CLOSING MODULE	1
EVO-SBILUM	LIGHTING BACULUM SUPPORT	4
EVO-FOCOSLED	UD NORMAL LED LIGHTING SPOTLIGHTS	8
EVO-	SCREWS FOR SPOTLIGHTS 2X LAMP MEDIDSAS S/ LAMP	16
EVO-CABLE	ML BACULUM CABLES	0

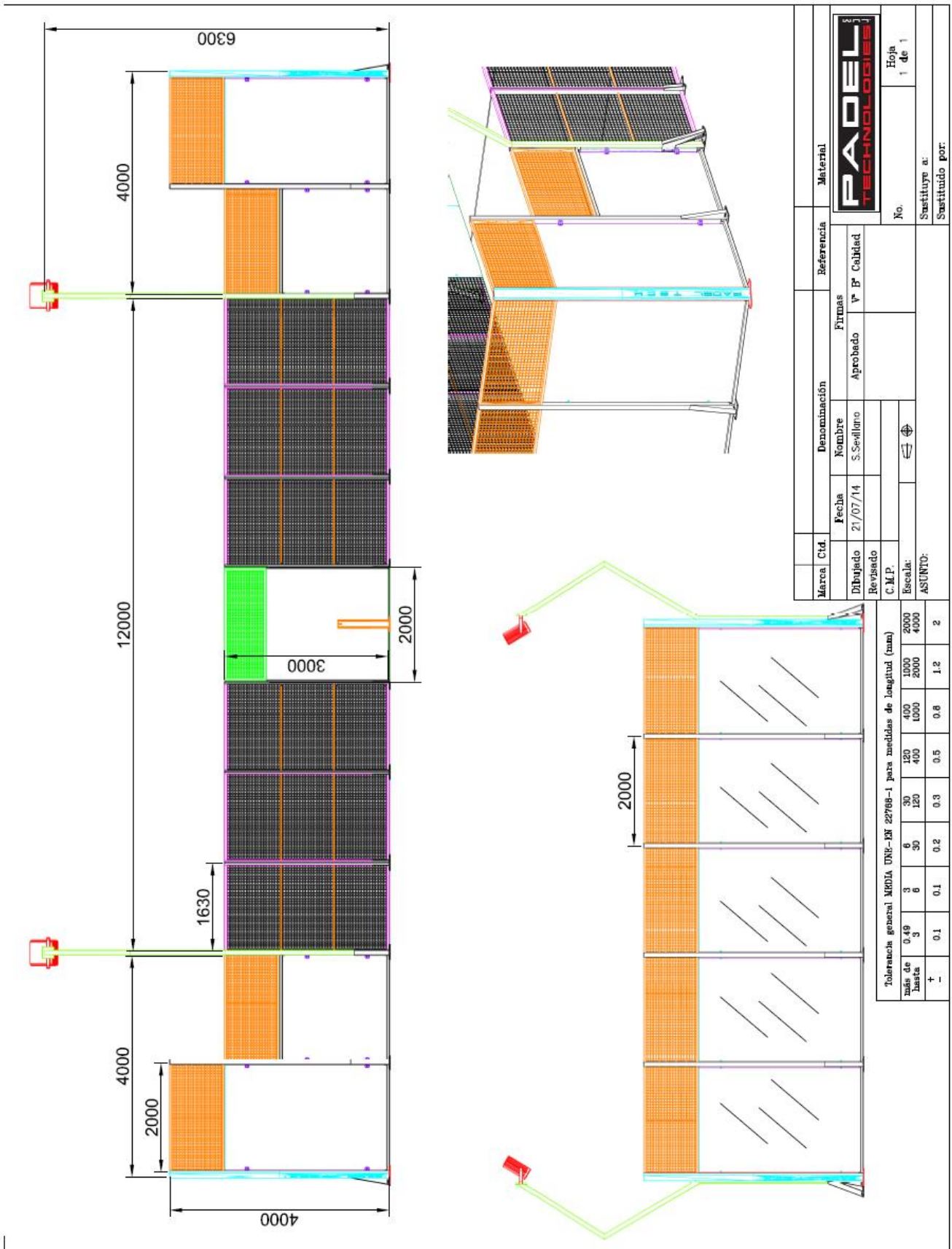






COTAS EN MD.

Marca		Ctd		PLANO PLANTA ACOTADO			
				Denominación			
Fecha		Nombre		Firmas			
Dibujado				Aprobado		Vº Bº Calidad	
Revisado							
C.M.P.							
Escala:						 TRANSPORTACIONES ROSALES MADR S.L.	
				No.		Hoja 2 de 2	



AGENDA ITEM REPORT

May 14, 2025

ITEM NUMBER: 11.

ITEM: Discussion and Possible action regarding the License Agreements for Temporary Parking Space. Enclosed are the lease application documents. Sponsored by Vice Mayor Stephanie Bruder.

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.

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 4.9.25



TOWN OF BAY HARBOR ISLANDS MEMORANDUM

TO:	Mayor and Town Council Members
FROM:	Lindsley Noel, MAcc, Town Manager
CC:	Joseph S. Geller, Esq., Town Attorney Yvonne P. Hamilton, CMC, Town Clerk
DATE:	April 9, 2025
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,

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, Licensee 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 HARBORISLANDS
Florida, a municipal corporation

WITNESS:

Print Name: _____

Print Name: _____

By: _____

Name: _____

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

May 14, 2025

ITEM NUMBER: 12.

ITEM: Discussion regarding Town Council appointments to various committees and project liaison along with their roles. Sponsored by Council Member Teri D'Amico

DESCRIPTION:

Confirmation of the positions the Town Council gave to council members and their liaison roles with specific projects or issues.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

There is no fiscal impact.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT

May 14, 2025

ITEM NUMBER: 13.

ITEM: Discussion and **Possible** action regarding the redesign of the 92nd Street Park to include a basketball court. Sponsored by Vice Mayor Stephanie Bruder

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT

May 14, 2025

ITEM NUMBER: 14.

ITEM: Discussion and **Possible** action regarding an agreement with Momentum Group for the art festival. Sponsored by Council Member Joshua Fuller.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	BHIAF termsheet
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Bay Harbor Islands Arts Festival

Term sheet

3-year agreement:

- 2026: \$185,000
- 2027: \$190,000
- 2028: \$195,000

Event date/location:

- MLK Weekend (Saturday setup, Sunday & Monday Festival)
- Kane Concourse (South side of Street) (W. Bay Harbor Dr. to E. Bay Harbor Dr.)

Services included:

- Artist Recruitment and Selection
- Artist Support Services
- Food & Bar selection and management
- Vendor/subcontractor selection and management
- Safety and Logistics (barricades/fencing/private security)
- Stage programming
- Technical Production
- Audience Experience
- Site Planning and Design
- Event signage (A-frames, stage banners)
- Equipment and Infrastructure
- Fire County Permitting and Compliance
- Public Relations
- Event Insurance
- Accessibility Services
- Health and Safety
- Food and Beverage Services
- Marketing & Advertising management (excluding investment)

Service excluded:

- City Services
 - Police, Public Works, dumpsters/trash management, Parking, City permits
- FDOT permitting management
- Family/Children's programming – Games, Rides, etc.
- Marketing
 - Festival page on City website
 - City social media promotions
 - Email marketing to residents
 - Design, print, mail (posters, flyers, postcards)
 - TV, Radio, Print Advertising (optional)
 - Street Pole banners
- Additional: Any other expenses or costs that are unknown and/or not included in the above section titled “services included”.

Shared revenue to the City:

- 20% on City sponsor referral
- 30% net Bar and Food revenue
- 100% on Kids' area raised by the City

AGENDA ITEM REPORT

May 14, 2025

ITEM NUMBER: 15.

ITEM: Discussion and **possible** action on setting fixed opening and closing hours for the 92nd Street and 98th Street dog parks, 6:00 a.m. to 9:00 p.m. Sponsored by Council Member Teri D'Amico

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

There is no fiscal impact.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT

May 14, 2025

ITEM NUMBER: 16.

ITEM: Discussion and **Possible** action regarding rearrangement of the 95th Street tennis court to accommodate both pickle ball and tennis. Sponsored by Council Member Teri D'Amico

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

None