

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**

October 8, 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 Special 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, October 8, 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: Join from PC, Mac, iPad, or Android:

<https://us06web.zoom.us/j/88243461951?pwd=GZ5JTQvmcTszpIMjwbPyxhPgcihodC.1>

Passcode:798222

Phone one-tap:

+13052241968,,88243461951# US

+16469313860,,88243461951# US

Join via audio:

+1 305 224 1968 US
+1 646 931 3860 US
+1 301 715 8592 US (Washington DC)
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 386 347 5053 US
+1 507 473 4847 US
+1 564 217 2000 US
+1 669 444 9171 US
+1 689 278 1000 US
+1 719 359 4580 US
+1 720 707 2699 US (Denver)
+1 253 205 0468 US
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 360 209 5623 US

Webinar ID: 882 4346 1951

International numbers available: <https://us06web.zoom.us/j/88243461951>

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:

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 eherbello@bayharborislands-fl.gov prior to 4:00 p.m. on October 7, 2025.

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

SPECIAL PRESENTATION:

1. Special Presentation by County Commissioner Micky Steinberg

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:

MINUTES

2. Approval of Minutes for the following meeting dates: January 8, 2025 Town Council Meeting, February 20, 2025 Town Council Meeting, March 5, 2025 Town Council Meeting, April 9, 2025 Organizational Meeting, April 9, 2025 Town Council Meeting, May 14, 2025 Town Council Meeting, June 11, 2025 Town Council Meeting, June 17, 2025 Town Budget Workshop Meeting, July 29, 2025 Town Budget Workshop Meeting, August 13, 2025 Town Council Meeting, September 11, 2025 First Budget Hearing Meeting, September 11, 2025 Town Council Meeting, September 25, 2025 Final Budget Hearing Meeting and September 25, 2025 Town Council Meeting.

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. Discussion and Approval of a Resolution to adopt the Miami-Dade County Local Mitigation Strategy (LMS) Plan. Sponsored by Town Manager Lindsley Noel.
4. A Resolution to enter into an agreement with Pay by Phone. Sponsored by Town Manager Lindsley Noel.
5. Consideration and Approval of a resolution approving the Ruth K. Broad K-8 Center Nurse Initiative Memorandum of Understanding between the City of Miami Beach ("CMB"), North Bay Village ("NBV"), the Town of Bay Harbor Islands ("TBHI"), the Town of Surfside ("TS"), Bal Harbour Village ("BHV"), and the Miami Beach Chamber Education Foundation, Inc. ("MBCEF") (collectively, the "Parties"), to provide for funding and for the implementation of a Nurse Initiative for the school year 2025-2026, at a pro rata share of \$10,140. Sponsored by Town Manager Lindsley Noel.
6. Consideration and Approval of a resolution of the Town council of the Town of Bay Harbor Islands approving memorandums of understanding with the School Board of Miami-Dade County and with the Town of Surfside and Village of Bal Harbour for School Resource Officers at Ruth K. Broad. Sponsored by Town Manager Lindsley Noel.
7. Consideration and Approval of a resolution approving property insurance policy for the Shepard Broad Causeway Bridge from Lloyds of London and Starstone Specialty Insurance Company, for a term beginning October 1, 2025, to September 30, 2026, with a total premium not to exceed \$425,658.00. Sponsored by Town Manager Lindsley Noel.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY
HARBOR ISLANDS, FLORIDA, RENEWING BRIDGE PROPERTY**

INSURANCE FOR THE SHEPARD BROAD CAUSEWAY FOR FISCAL YEAR 2025-2026, WITH LLOYDS OF LONDON AND STARSTONE SPECIALTY INSURANCE COMPANY; PROVIDING FOR INCORPORATION OF RECITALS; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY AGREEMENT OR RELATED DOCUMENTS; AND SETTING AN EFFECTIVE DATE.

8. **Consideration and Approval** of a resolution approving a proposal from Florida Municipal Insurance Trust (Florida League of Cities) for Property & Casualty and Workers Compensation Insurance for the 2025-2026 Fiscal Year, in the amount of \$775,967. Sponsored by Town Manager Lindsley Noel.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RENEWING PROPERTY & CASUALTY LIABILITY AND WORKERS COMPENSATION INSURANCE FOR FISCAL YEAR 2025-2026 WITH FLORIDA MUNICIPAL INSURANCE TRUST (FMIT); PROVIDING FOR INCORPORATION OF RECITALS; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY AGREEMENT OR RELATED DOCUMENTS; AND SETTING AN EFFECTIVE DATE.

9. **Consideration and Approval** of a resolution approving Cigna Healthcare to provide health and MetLife to provide dental, vision insurance and to provide life, disability, and Accidental Death & Dismemberment insurance for town employees for Fiscal Year 2025-2026. Sponsored by Town Manager Lindsley Noel.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING CIGNA HEALTHCARE TO PROVIDE HEALTH INSURANCE, METLIFE TO PROVIDE DENTAL, VISION AND LIFE, DISABILITY AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR TOWN EMPLOYEES FOR FISCAL YEAR 2025-2026; PROVIDING FOR INCORPORATION OF RECITALS; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY AGREEMENT OR RELATED DOCUMENTS; AND SETTING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Approve

POLL VOTE

10. Request for approval to Piggyback on the City of Plantation contract for Micro Transit Program. Sponsored by Town Manager Lindsley Noel.
11. Authorize renewal of consulting agreement with Caballero Fierman Llerena & Garcia, LLP, for financial audit support services for the fiscal year ending September 30, 2025. Sponsored by Town Manager Lindsley Noel.
12. Discussion and possible action approving a resolution to enter into an agreement with Civic Smart for license plate readers. Sponsored by Vice Mayor Stephanie Bruder.

DEFERRED ITEMS:

13. Discussion and Possible Action to approve the Letter of Intent (LOI) and enter into a lease agreement with Church by the Sea for property located at 1045 95th Street, Bay Harbor Islands, FL. Placed on the agenda for discussion by Town Manager Lindsley Noel.
14. Discussion and possible action regarding an agreement between SBC USA, LLC and the Town to utilize space on the south side of Causeway Island for the transfer of debris. Sponsored by Vice Mayor Stephanie Bruder.

PUBLIC HEARING:

15. Discussion for the purpose of hearing public comments with respect to an application for a variance from Section 23-12(15)(a)(iii) of the Town Code to allow encroachments into the required street-side setback on a non-waterfront single-family property, where the Code does not permit any encroachments. The applicant is requesting two variances: the first to allow the construction of a flat roof with a total width of 18 feet 2 inches, of which 15 feet would encroach into the street-side setback; and the second to allow the construction of a second-floor balcony with a total width of 9 feet 4 inches, which would project 6 feet 2 inches into the same setback. Both proposed structures exceed the allowable building envelope and therefore require approval of the variance in order to proceed. The application is being submitted by the property owner Brian and Brittany Riemer for the property located at 9625 Broadview Drive, Bay Harbor Islands, Florida.
16. Approval or Denial of a variance request for the property located at 9625 West Broadview Terrace. In accordance with Section 2-22 of the Town Code, the Town Council shall determine whether to grant or deny the application for a variance. An affirmative vote of five (5) Council Members are necessary in order to grant the variance request. The decision of the Town Council is final. If the request is granted, the decision of the Town Council shall be recorded in a resolution to be prepared by the Town Attorney. It should be noted that any approval of the Town Council is subject to other requirements of the Town Code, Miami-Dade County Code, Florida Building Code, FEMA or any other applicable governing agency.

ORDINANCES ON SECOND READING:

17. Consideration and approval of an Ordinance on Second Reading Amending Section 23-5 of the Town Code for the B-1 Business District to remove automobile showrooms for display and sales from the list of prohibited uses, thereby allowing them as a permitted use. Sponsored by Vice Mayor Stephanie Bruder.
18. Consideration and approval of an Ordinance on Second Reading regarding a B-1 Med Spa. Sponsored by Vice Mayor Stephanie Bruder and Council Member Robert Yaffe.
19. Consideration and approval of an Ordinance on Second Reading of the Town Council of the Town of Bay Harbor Islands, Florida, amending Chapter 16, the Town of Bay Harbor Islands employees retirement system, to provide an election for an increased contribution rate for members who are appointed to serve as Town Manager. Sponsored by Vice Mayor Stephanie Bruder, Council Member Teri D'Amico, Council Member Joshua Fuller and Council Member Robert Yaffe.

20. Consideration and approval of an Ordinance on Second Reading of the Town Council of the Town of Bay Harbor Islands, Florida, amending Chapter 16, Article IV, Retirement Benefits, Section 16-40, Schedule, to increase the monthly retirement subsidy to \$425. In accordance with the current collective bargaining agreement between the Town and the Bargaining representative of the Police Officers. Sponsored by Vice Mayor Stephanie Bruder, Council Member Teri D'Amico, Council Member Joshua Fuller, and Council Member Robert Yaffe.
21. Consideration and approval of an Ordinance on Second Reading Amending Section 23-80 of the Town Code for to establish survey requirements for new construction, additions, and site modifications. Sponsored by Vice Mayor Stephanie Bruder.
22. Consideration and approval of an Ordinance on Second reading regarding construction parking. Sponsored by Vice Mayor Stephanie Bruder and Council Member Robert Yaffe.
23. Consideration and approval of an Ordinance on Second Reading Amending Section 5.17 of the Town Code entitled "Garage and Carport Elevation and Enclosure Requirements". Sponsored by Council Member Robert Yaffe.
24. Consideration and approval of an Ordinance on Second Reading incorporating Fats, Oils, and Grease (FOG) Regulations. Sponsored by Vice Mayor Stephanie Bruder.
25. Consideration and Approval of an Ordinance on Second Reading Permit Expiration and Progress Regulations. Sponsored by Vice Mayor Stephanie Bruder and Council Member Robert Yaffe.
26. Consideration and Approval of an Ordinance on Second Reading Amending Sections 20-5 and 20-6 of the Town Code adopting Miami-Dade County's water service pass-through increase effective October 1, 2025. Sponsored by Town Manager Lindsley Noel.
27. Consideration and Approval of an Ordinance on Second Reading Amending Section 20-9 of the Town Code adopting Miami-Dade County's sewer service pass-through increase effective October 1, 2025. Sponsored by Town Manager Lindsley Noel.

ORDINANCES ON FIRST READING:

28. Consideration and approval of an Ordinance on first reading creating Chapter 2, Article III for "Lobbyist Registration Fee". Sponsored by Town Manager Lindsley Noel.

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

29. Discussion and possible action to authorize the Town Manager to expend an amount not to exceed \$200,000 for the build-out and necessary improvements of the Town's office space located at 1045 95th Street. This funding will support construction, furnishing, and related costs required to make the space operational and suitable for municipal use. Sponsored by Town Manager Lindsley Noel.

DISCUSSION ITEMS:

30. Discussion and possible action regarding a sales center extension at 1170 Kane Concourse. Sponsored by Town Manager Lindsley Noel.
31. **Request for approval** of an extension of a temporary Sales Center, 1177 Bay Harbor Islands, LLC, in connection with the development of a mixed-use development under construction on the northeast corner of Kane Concourse and West Bay Harbor Drive (1177 Kane Concourse). The applicant is requesting the Sales Center located at 1160 Kane Concourse until September 30, 2025. Placed on the agenda for discussion by Town Manager Lindsley Noel.

STAFF RECOMMENDATION: Council's Discretion

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

October 8, 2025

ITEM NUMBER: 2.

ITEM: Approval of Minutes for the following meeting dates: January 8, 2025 Town Council Meeting, February 20, 2025 Town Council Meeting, March 5, 2025 Town Council Meeting, April 9, 2025 Organizational Meeting, April 9, 2025 Town Council Meeting, May 14, 2025 Town Council Meeting, June 11, 2025 Town Council Meeting, June 17, 2025 Town Budget Workshop Meeting, July 29, 2025 Town Budget Workshop Meeting, August 13, 2025 Town Council Meeting, September 11, 2025 First Budget Hearing Meeting, September 11, 2025 Town Council Meeting, September 25, 2025 Final Budget Hearing Meeting and September 25, 2025 Town Council Meeting.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	2025-01-08 Regular Council Meeting Minutes
2.	2025-02-20 Regular Council Meeting Minutes
3.	2025-03-05 Regular Council Meeting Minutes
4.	2025-04-09 Organizational Town Council Meeting Minutes
5.	2025-04-09 Regular Council Meeting Minutes
6.	2025-05-14 Regular Town Council Meeting Minutes
7.	2025-06-11 Town Council Meeting Minutes
8.	2025-06-17 Town Budget Workshop Meeting Minutes
9.	2025-07-29 Town Budget Workshop Meeting Minutes

10.	2025-08-13 Regular Town Council Meeting Minutes
11.	2025-09-11 First Budget Hearing Meeting Minutes
12.	2025-09-11 Regular Council Meeting Minutes
13.	2025-09-25 Final Budget Hearing Meeting Minutes
14.	2025-09-25 Town Council Meeting Minutes



Town of Bay Harbor Islands

Regular Town Council Meeting MINUTES

January 8, 2025

7:00 PM

Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

Opening

Call to Order

Mayor Fuller called the meeting to order at 7:00 p.m.

Pledge of Allegiance

Roll Call of Members

Town Clerk Hamilton called the roll with the following members present.

Present: Mayor Joshua Fuller, Vice Mayor Isaac Salver, Council Member Stephanie Bruder, Council Member Rober Yaffe, Council Member Eric Rappaport, Council Member Molly Diallo, Council Member Teri D'Amico.

Special Presentations:

1. Carmen Da Cruz, CITT Senior Executive Secretary - Citizens' Independent Transportation Trust.
2. Javier A. Betancourt, CITT Executive Director, Robert Wolfarth, Chairman of the CITT, and Mariana Price, CITT Municipal Program Manager, presented an overview of the County Transportation Expansion Plan.
3. Vice President, Government Affairs, Eileen Damaso - Coastal Waste & Recycling.

Councilmember Yaffe raised resident concerns to Eileen Damaso, Vice President of Government Affairs at Coastal Waste & Recycling, about recyclable materials being thrown into regular trash. He noted witnessing blue recycling bin contents being dumped into green trash bins and accused Coastal Waste of not honoring their contract with Bay Harbor Islands.

Eileen Damaso explained that the separate recycling and trash schedules for West and East Islands and emphasized the distinction in routes.

Trevor Black, Area Manager for Coastal Waste, supported Ms. Damaso's comments and added that large green bins may sometimes be used on recycling days.

Councilmember Rappaport mentioned that Coastal Waste workers collect both recycling and trash bins on Saturdays.

Councilmembers Bruder and Mayor Fuller asked for clarification on the pickup schedule. Mr. Damaso stated that recycling is picked up twice a week and trash three times.

Vice Mayor Salver questioned whether waste is sorted at the processing plant. Mr. Black explained that neither their company nor the processing plant separates waste, though the plant checks recyclables for contamination.

Councilmember Bruder asked if contaminated recyclables are later sorted. Mayor Fuller replied that Miami-Dade County lacks such facilities and is still seeking an incineration solution, stressing that the real issue is proper waste separation.

Councilmember D'Amico requested Coastal Waste assign an onsite supervisor to oversee workers.

Councilmember Bruder proposed labeling recycling trucks and publicizing pickup schedules in the Town newsletter.

Mayor Fuller supported the idea, suggesting staff retraining might be needed. Both Ms. Damaso and Mr. Black agreed to the suggestions and committed to follow-up meetings.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Mayor Fuller addressed the Council to inquire about any requests for withdrawals, deferrals, and future agenda items. No requests were made.

TOWN MANAGER'S REPORT:

Interim Town Manager, Lindsley Noel, provided the following updates to The Council:

- January 11, 2025, 7:00 pm is Outdoor Movie Night featuring Despicable Me 4 at 95th Street Park.
- January 24, 2025, between 10:00 am-2:00 pm the Florida Motor Vehicle Department will be at Morris N. Broad Community Center to provide services to residents.

- January 27th, 2025, 7:00 pm is Concert in The Park featuring The Motowners at the 95th Street Park.
- January 27th, at 6:30 pm Bay Harbor is hosting an art lecture series.
- February 1, 2025 and February 2, 2025 from 10:00 am-6:00 pm Bay Harbor is hosting its annual Arts Festival at the old Town Hall location.
- February 23, 2025, at 8:00 am Bay Harbor will host their 5K Run.
- The Public Works and Police Department have collaborated to install several high visibility LED stop signs throughout The Town as part of Bay Harbor Islands' infrastructure enhancement. The locations were selected through usage of data collected from accidents, violations, and citations. The goal is to eventually install throughout the entire town.
- The Interim Town Manager advised that he has been working with Bright View Landscaping on the budgeted landscape design enhancement and will be following up with The Council to discuss suggestions and requests.
- The Town Hall Municipal Complex demolition has commenced and is scheduled for completion no later than January 24, 2025.
- The Administration has been working with the Town's consultants to submit the Raise and Protect application grants, which are due by March. The BIP grant has been submitted, and the Town is awaiting a response.
- The Police Department is preparing for their three-year accreditation process and is scheduled to start their mock assessment in February.
- Bay Harbor Islands has been named the 7th safest place to live in the State of Florida in 2024 by AreaVibes. Interim Town Manager Noel gave his thanks to the Police Department for their work, the community for their vigilance, and the Council for providing the resources to make this achievement possible.

Mayor Fuller advised that residents have been requesting that the sign on 98th Street and West Broadview Drive be replaced. He advised residents to do their due diligence and take advantage of the Florida Motor Vehicle Department's visit to ensure they adhere to new Real ID standards that are to be strictly enforced. He then advised the Interim Town Manager to ensure that Bay Harbor Islands is publicized as a site that provides mobile DMV services.

Vice Mayor Salver then addressed a letter from a resident issuing a complaint pertaining to a gate at 92nd Street Park. Interim Town Manager Noel advised that he, along with David Hernandez, Public Works Director, and Sergey Koretko, Public Works Superintendent, had a conversation with the resident and explained that the gate is specifically utilized for maintenance and not for the public. The gate does not have a spring to open and close which poses a safety hazard for small children that may be inclined to wander off into the street. Councilmember Yaffe then suggested relocating

the gate. Interim Town Manager Noel stated that he directed staff to post signage advising residents that the gate is specifically for maintenance. He ensured Council Member Yaffe that he would consult with The Town's Public Works Department and engineers to devise a plan to relocate the gate.

Councilmember D'Amico confirmed with the Town Manager that the ongoing issue with small dogs being able to squeeze underneath the gate has been resolved. She then stated that the park as it currently stands does not adhere to the original plans approved by the Design Review Board and the Town Council, mentioning the three reports containing information as to what was approved, permitted, and constructed all share the same discrepancy which is the gate.

Vice Mayor Salver then addressed some comments made by residents concerning construction work being down over the weekend. He advised that it would be best to send out a Code Red advising the public about construction work that is to be done outside of normal business hours at least a few days in advance, rather than on the same day.

Councilmember Yaffe then readdressed the topic of the street sign on 98th Street mentioning that David Hernandez, Public Works Director, had reached out to the original vendor who had provided services for the Town in the past. Unfortunately, the vendor had made an error, and staff had to reorder the signs from another vendor. Council Member Yaffe confirmed with the Town Manager that the new signs are on the way. Mayor Fuller commented that he has seen a few new signs being replaced. However, residents have informed him that they still cannot see the street numbers.

Councilmember D'Amico confirmed the location and traffic plan for the Arts Festival with Interim Town Manager Noel. The Manager advised that the festival has been moved inside of the old Town Hall lot, and that less traffic is to be expected this year in comparison to previous years since it will not be on a roadway. The traffic plan consists of closing off Bay Harbor Terrace between 96th Street and 97th Street. Council Member D'Amico requested that the event be advertised with an emphasis on the change in location, including a map.

COUNCIL REPORTS:

Councilmember D'Amico announced a new program named, "Art Appreciation", with its kick-off date being January 27, 2025, 7:00 pm, at the Morris N. Broad Community Center. The kick-off will be featuring a premier of the exclusive VCR tape that introduces the 1983 installation of the, "Surrounded Islands" art piece from Christo and Jean-Claude. The movie will then be followed by a discussion to be integrated into an art series. There will also be a raffle for a chance to win a bag and art supplies. It is intended that members of the Art Appreciation Program should meet once a month on a Monday night to participate in activities that incorporate art and science as well as art and culture.

Councilmember Yaffe announced that he attended a Florida League of Cities conference in Orlando last month as a part of preparation for a legislative session in

Tallahassee that will take place in March. The Council will be attending to advocate for Home Rule and lobby on behalf of the Town's best interests.

Council Member Rappaport thanked Interim Town Manager Noel and Town staff for their efforts during the transition and acknowledged a young Girl Scout attending the meeting for civic studies. He raised concerns about dog waste left in the 1100 Block tunnel area and encouraged residents to help keep the Town clean, suggesting the Town provide cleanup supplies. He also addressed delays in board and committee appointments due to late applications, noting current vacancies and low attendance, particularly at the Design Review Board. He expressed hope for progress in filling these positions by February.

Council Member Bruder asked Council Member Rappaport whether he wanted structural changes to the Town's boards and committees or simply better announcement of vacancies. Council Member Rappaport suggested one more outreach effort could be made but noted that efforts had already been made through various channels. Council Member Bruder then asked if Council Member Rappaport was proposing a complete revamp or just the selection of members. Council Member Rappaport clarified that some changes to board and committee criteria had already been implemented.

Council Member Rappaport agreed to mention the Design Review Board as an example. He stated that previous Town Staff had made various suggestions, the Council had removed two of the criteria and decided to keep a third.

Mayor Fuller interjected to suggest that both be added at the Art Festival to promote how to get involved with the Town, including how to apply for boards and committees.

Council Member Rappaport explained that the DRB and the Park and Recreation Committee are currently the only committees that are active. He then added that he is supportive of any ideas regarding new boards and committees.

Councilmember Yaffe followed up with Council Member Rappaport's comments regarding the provision of supplies to clean after pets. He added that supplies should be provided outside of dog parks as well, including within residential areas.

Councilmember Diallo stated that she attended the Miami Dade League of Cities Best Practices Conference. She also had the opportunity to meet with the Interim Town Manager, Joel Jacobi, and members of the PTA Board at the Snow Day event to discuss ideas and goals on how to best promote and collaborate on events and initiatives within the community. She announced that there will be an "Art Night" for students at Ruth K. Broad on January 30th.

Councilmember Bruder announced that The Children's Trust is up for an award. She added that the children have gone up 15-20% in the last year, and additional funding for 35 kids is to be received for the program. She thanked Interim Town Manager Noel for the new street signage with flashing lights. She asked him approximately when a

flashing crosswalk would be installed. Interim Manager Noel advised that it would take about one to two weeks and that there is currently a flashing crosswalk at the Community Center.

Vice Mayor Salver expressed his sentiments to friends and family involved in the California Forrest Fires and the New Orleans tragedy that occurred on New Year's Day. He then advised that he also attended the Best Practices Conference and found it very resourceful. He also attended the Board Meeting that served as a capstone to the Legislative Conference. Last month he chaired the Florida Municipal Loan Council and stated that they are currently doing more underwriting for projects around the State. He followed up with Council Member Bruder's report on The Children's Trust and expressed that he is looking forward to coordinating a presentation himself on the organization as a whole and not just the Town's program exclusively. He would like to inform the public of the different programs and benefits county-wide that Bay Harbor residents can also be a part of.

PUBLIC COMMENT

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

Dave Sanchez, 1080 94th Street, pointed out that the Town Code Section 5-5.5 lacks a requirement for verifying delivery of public notices to neighboring properties. He urged the Council to amend this by requiring proof of delivery.

Councilmember Yaffe confirmed an amendment is being drafted to mandate such proof.

Mr. Sanchez also recommended notices be sent to each unit owner in multi-unit buildings and suggested using both physical mail and email (copying Town Staff). He emphasized the need for written concerns from neighboring properties.

Mr. Sanchez questioned the Council's decision to participate in an exhibit featuring replica municipal keys at a recent conference.

Mayor Fuller responded that it had been discussed at the previous Council meeting.

Ken Esken, 1310 99th Street, raised concerns about the Town's current street sweeping services. He stated that the previous services were safer and more efficient. He criticized the new company for using a larger vehicle that drives too fast (35–40 mph) down the center of the road and often misses the curbs. He also noted inconsistent scheduling, making it hard for residents to move their cars in time. He suggested adding signage to restrict parking on scheduled sweeping days to improve effectiveness and reduce traffic issues. In response, Council Member Bruder mentioned discussing the issue with Public Works Superintendent Sergey Koretko and proposed returning to the use of a smaller truck, as done in prior years.

Frances Neuhut, 1060 Kane Concourse, voiced community concerns about recent construction projects, criticizing them as irresponsible and damaging to residents' quality of life. She condemned the Town Council's 2021 decision to replace the Planning and Zoning Board with the Design Review Board (DRB) without public input, removing its authority over building permits. Neuhut questioned the DRB's process and the Council's competence, citing the Town Manager's resignation, a 2024–2025 budget deficit, and a 10% tax increase. She also pointed to ongoing issues like inadequate parking from the Church by the Sea project and poor handling of impact fees.

Kathleen Kennedy, 9180 West Bay Harbor Drive, praised the Town's holiday decorations and suggested adding both Christmas and Hanukkah symbolism to the holiday video for better promotion. She thanked Public Works employee Maddiel Borrego for installing LED stop signs and recommended hiring innovative talent to save costs. Mrs. Kennedy also called for more after-school programs for teens to reduce misbehavior, suggesting Council Member Diallo lead such efforts. She thanked Council Member Bruder for her work with seniors and reiterated her appreciation for the holiday decorations.

Linda Zilber, 1230 195th St, wished the Council and all constituents present a Happy New Year.

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.)*

4. ~~Consideration and Approval of a resolution approving an employment agreement with Lindsley Noel as Interim Town Manager and approving modifications to his Chief of Police employment agreement.~~

DEFERRED

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

5. **Consideration and Approval** of a resolution approving a combined voluntary cooperation and operational assistance Mutual Aid Agreement with Miami-Dade County Association of Chiefs of Police for Law Enforcement services. Enclosed are the proposed agreement and draft resolution.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING A COMBINED VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT WITH MIAMI-DADE COUNTY ASSOCIATION OF CHIEFS OF POLICE FOR LAW ENFORCEMENT SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.

6. **Consideration and Approval** of a resolution urging members of the Florida Legislature to support the 2025 Florida League of Cities Legislative Platform. Enclosed is the draft resolution. Sponsored by Mayor Joshua Fuller.

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, URGING MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT THE 2025 FLORIDA LEAGUE OF CITIES' LEGISLATIVE PLATFORM; PROVIDING FOR INCORPORATION OF RECITALS AND AN EFFECTIVE DATE.

7. **Consideration and Approval** of a resolution updating the signers on the Town's accounts with Bank of America. Enclosed is a draft resolution.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING DEPOSITS AND WITHDRAWALS OF TOWN FUNDS IN ACCOUNTS WITH BANK OF AMERICA; PROVIDING FOR AN EFFECTIVE DATE.

8. **Consideration and Approval** of a Resolution ratifying the appointment of Annette Epelbaum Cannon, Esq. as Special Magistrate to conduct Administrative Hearings on Code Violations for the Town of Bay Harbor Islands, pursuant to Section 5³/₄-3 of the Town Code; and approval of a proposed

agreement for such services. Enclosed are the draft resolution, proposed agreement, and other supporting documents.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RATIFYING THE APPOINTMENT OF ANNETTE EPELBAUM CANON AS SPECIAL MAGISTRATE TO CONDUCT ADMINISTRATIVE HEARINGS ON CODE VIOLATIONS FOR THE TOWN OF BAY HARBOR ISLANDS, PURSUANT TO ENFORCEMENT PROCEDURES SET FORTH IN SECTION 5³/₄-3 OF THE TOWN CODE; APPROVING AN AGREEMENT FOR THE RELATED SERVICES; PROVIDING FOR INCORPORATION OF RECITALS AND SETTING AN EFFECTIVE DATE.

ACTION: Council Member Bruder made a motion to approve the Consent Agenda. Council Member Yaffe seconded the motion, and it passed unanimously on a roll call vote.

PUBLIC HEARING

9. **Public Comment** regarding consideration of an ordinance on First Reading amending Section 23-4 of the Town Code to establish additional permitted uses in the RM-1 and RM- 2 Multiple Family Districts. Sponsored by Mayor Joshua Fuller. Enclosed are the proposed ordinance and Staff Report.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; AMENDING THE TOWN'S CODE OF ORDINANCES; AMENDING CHAPTER 23 ENTITLED ZONING AND PLANNING; AMENDING ARTICLE I, SECTION 23-4 ENTITLED USE REGULATIONS, RM-1 AND RM-2 MULTIPLE FAMILY DISTRICTS; TO ESTABLISH ADDITIONAL PERMITTED USES IN THE RM-1 AND RM-2 MULTIPLE FAMILY DISTRICTS; PROVIDING FOR LIMITED COMMERCIAL USES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Council Member Bruder moved the item to the floor, and Vice Mayor Salver seconded the motion.

Mayor Fuller opened the discussion by stating that it was imperative that this item be reviewed and enacted to ensure that moving forward the Town of Bay Harbor Islands is compliant with FEMA's regulations. FEMA's regulations state that subterranean parking solely at residential buildings is not permissible. He added that it may not

have ever been permissible to begin with. This could have been an error in the interpretation of regulations made by previous Town staff.

Mayor Fuller clarified that there are no intentions of converting areas into truly commercial areas. The idea is to simply designate smaller areas as limited commercial areas to meet the minimum qualifications to comply with FEMA. He then addressed Town Attorney Geller and inquired about requirement of a time frame for the designation, and the size of the designation. He said that he would like to have a time window, which would include an opening date and a closing date versus just one date prior to. He also specified that he would like to reduce the size requirement from 225 sq ft to 20 sq ft, stating that this would be best suited for a coffee or vending machine. Town Attorney Geller responded and said he would consult with the Town Planner, Michael Miller, on the dates. He advised the Council to delete the verbiage, "Real Estate Office" from the legislation. Mayor Fuller responded by stating that the goal is to avoid having any form of professional offices conducting business.

Council Member Bruder interjected to voice her concerns. She stated that she had recently spoken with Mike Mesa, Chief Building Official, regarding Bay Harbor Islands being at a #9 for flood zoning. This was alarming as it could influence the Town's scoring with FEMA. Mr. Mesa assured her that he did not believe that it should be an issue; however, Council Member Bruder mentioned that the Town has had problems with FEMA in the past that had to be resolved after the fact. She raised the question as to how the new regulations will be enacted; would they be grandfathered, would they be enacted only for future development, or would they be applicable to all current buildings. She then mentioned that she believed the architect was responsible for the oversight of the building, designs, and compliance with Town Code. Mayor Fuller clarified that there are packets containing documented communication which show proof that the architect raised a question as to whether a building was up to code and advised that perhaps there may be a problem. The Chief Building Official at the time reassured the architect that the buildings were fine.

Councilmember Yaffe recalled that the Council had previously stopped approving underground parking garages based on advice from Chief Building Official Mike Mesa. In the current case, the applicant cannot get a permanent Certificate of Occupancy unless the original ordinance is amended. He emphasized that no further underground parking approvals will be made, but this won't impact future projects. Council Member Bruder suggested this change might encourage more mixed-use buildings. Mayor Fuller noted that the legislation would include specific construction deadlines. Yaffe also pointed out that many residential buildings already house offices for property management or records. Council Member Diallo stated that she inquired as to whether simply adding a vending machine would qualify under FEMA's regulations, and she was advised that it does not.

Council Member D'Amico added that amending the Ordinance will subject the Town to the Live Local Act. She then distributed an article to the Council which expands on the topic of how mixed use has negatively impacted condominiums.

Council Member D'Amico elaborated further by listing some of the potential setbacks: late deliveries, limited parking, and non-compliance with ADA requirements. She then mentioned Dale Lee, a former Chief Building Official for the Town, who also used to work part-time for North Miami Beach, and asked whether NMB had an issue with this same interpretation of FEMA's regulations.

Council Member D'Amico then addressed the Town Planner, Michael Miller, and stated that he has erroneously approved buildings that were not up to Code on various occasions despite being advised. She then expressed that she feels the Town must come up with a solution to help the applicant, but that the amendment would not be the best route to take. She stated the Council wouldn't be helping the applicant obtain insurance, but at least a Certificate of Occupancy. Mayor Fuller clarified that the discussion was more centered around finding a solution to ensure compliance with FEMA to avoid a negative impact on the Town's scoring and/or standing.

Councilmember Yaffe and Mayor Fuller then addressed the Chief Building Official, Mike Mesa, and inquired about how their current non-compliance with residential underground parking can affect the Town's standing with FEMA.

Mr. Mesa clarified that failing to comply could lead to penalties such as disqualification from the National Flood Insurance Program, and that the proposed amendment wouldn't automatically make the building compliant. Since dry flood proofing is not allowed for residential buildings, the building could be classified as mixed-use, which would then allow the developer to take additional steps for compliance, including dry flood proofing.

Council Member Rappaport asked Town Attorney Geller whether the amendment would set a precedent. Mr. Geller confirmed it would not, following guidelines from the Mayor and a consultant, including a time-limited window to be determined with the Chief Building Official. He also emphasized that the Town won't bear any costs for converting to mixed use; the amendment only facilitates obtaining a Certificate of Occupancy.

Council Member D'Amico asked about the proposed time window, the number of buildings, and locations affected by the amendment. Town Planner Miller explained that the time window starts with the first building with underground parking, the Riva Condominiums from the 1970s, and extends to the most recent, the Bijou Condominiums, which got a Temporary Certificate of Occupancy in 2016. There are 8 residential and 3 commercial buildings with underground parking affected. Mr. Miller noted that the amendment wouldn't allow widespread Live Local projects since those

are limited to commercial and industrial zones. Mayor Fuller disagreed, suggesting mixed use could be incorporated into residential areas. Council Member D'Amico emphasized the need to review the Town's outdated Comprehensive Plan before making decisions impacting the Town overall.

Mayor Fuller told Town Planner Miller that the item must be deferred due to insufficient information. The amendment originated from concerns about one or two non-compliant buildings that might affect the Town's FEMA status. However, since there are actually eight residential buildings involved, Mayor Fuller suggested the Council wait for more details before proceeding. He asked the Town Clerk to keep any public comments for the next meeting.

Town Attorney said the legislation will be revised to adjust size, dates, and permitted uses.

Council Member D'Amico plans to meet with the Town Planner to find a temporary solution for the applicant.

ACTION: Council Member Bruder made a motion to defer the item to the next Council Meeting for further discussion. Vice Mayor Salver seconded the motion and all voted in favor.

10. **Approval** or **Denial** of the proposed ordinance on First Reading amending Section 23-4 of the Town Code providing for limited commercial uses in the RM-1 and RM-2 Zoning Districts.

This item was deferred.

ORDINANCES ON SECOND READING:

11. **Consideration** and **Approval** of an ordinance on Second Reading amending Section 12-21 of the Town Code regarding Definitions for Construction Activity.

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

Council Member Yaffe moved the item to the floor, and Mayor Fuller seconded the motion.

Mayor Fuller stated for the record that Council Member Yaffe was the original sponsor of the item.

Council Member Yaffe stated that the amendment of the Ordinance is meant to clarify what construction activities consist of. He then alluded to a previous Special Magistrate Meeting where a fine was not imposed due to it being delivery of materials, which was not considered to be a construction activity at that time.

He clarified on the record that any form of activity that occurs within a construction site before the permitted hours constitutes construction activity, including deliveries of equipment or materials. He then added that any fence that encloses a construction site should not be open for any purpose before 9:00 am, ensuring no workers are on site.

Mayor Fuller added that there was one detail that was missing from the legislation. The one exception that should've been included is permission for developers to have one employee early on site to turn away other early employees or receive early deliveries.

Town Attorney Geller advised the Mayor and Council that additional clarification can be provided in the legislation through inserting a sentence by amendment on second reading.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, expressed concern about heavy trucks making deliveries across a bridge without police or enforcement oversight, noting that even state involvement hasn't stopped this. She also urged the Council to limit construction project approvals due to parking issues.

Mayor Fuller responded that the proposed ordinance amendment includes regulations for construction deliveries, but the Town cannot prevent trucks from using State roads as long as they don't stop at Town construction sites.

Graham Penn, an attorney specializing in zoning and land use, asked the Council whether the Town Code's allowance for construction workers to arrive 30 minutes before and leave 30 minutes after their shift also applies to deliveries. He suggested giving Town Administration flexibility to approve delivery times, noting that currently this discretion applies only to Town projects, not private ones.

Councilmember Yaffe clarified that the Code does allow such flexibility for private projects as well. He mentioned a recent complaint about restrictions on concrete pouring outside designated hours at a construction site on 1177 Kane Concourse but stated that Town Managers have always had discretion to allow exceptions.

Mr. Penn replied that Town Administration has recently felt limited in granting such flexibility.

Council Member Yaffe countered by referencing an incident at 1177 Kane Concourse, where construction started earlier than the public notice stated, and pointed out that failure to notify neighbors properly or ignoring notices might contribute to the perception that the Town Manager is constrained.

Dave Sanchez, 1080 94th Street, addressed the Council and stated that although this amendment is a step in the right direction, it does not solve all problems. Mr. Sanchez explained that there should be more monitoring of construction sites overall, adding that construction workers have been seen loitering and parking at vacant buildings.

He stated that he hopes to see an Ordinance or some form of addition to the Code that will address the conduct of construction workers.

Councilmember Yaffe added that although the Town had hired some assistance for the Code Department, he does not see them on the streets enough. He mentioned that recently he had trouble getting on to the street on the way home due to construction workers closing off part of the road. There was no one to monitor the street, not even a flag person to direct traffic. He addressed the Town Manager and advised that moving forward it would be best practice to have a Code Enforcement Officer present to ensure compliance.

ACTION: Mayor Fuller made a motion to approve the Ordinance with the amendment clarifying that the first amendment proposed does not apply to construction workers assigned by developers to arrive earlier than 9:00 am to avoid other early construction workers and receive early deliveries. Councilman Yaffe seconded the motion, and it passed unanimously on a poll vote.

ORDINANCES ON FIRST READING:

12. **Consideration and Approval** of an ordinance on First Reading amending Section 11-8.2 of the Town Code regarding Adopted Levels of Service and Concurrency review requirements. Sponsored by Council Member Robert Yaffe.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING SECTION 11-8.2 OF THE TOWN'S CODE OF ORDINANCES RELATED TO ADOPTED LEVELS OF SERVICE (LOS) AND CONCURRENCY REVIEW REQUIREMENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING EXEMPTIONS AND ESTABLISHING DE-MINIMIS IMPACT THRESHOLDS FOR DEVELOPMENT APPROVAL REQUESTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Council Member Bruder made a motion to approve the item. Council Member Yaffe seconded the motion.

Council Member Yaffe mentioned that he recently spoke with Town Planner, Lorrainia Belle regarding issues pertaining to single-family homeowners, including himself. Residents have expressed concern regarding some of the newer construction projects being elevated in height without sufficient plans to retain water on their property. He expressed that he feels that this exemption of level of

service would strengthen the Town's ability to ensure that with new single-family home construction, older single-family homes do not experience their water flowing into neighboring properties. Council Member Yaffe added that he had sent an example of an Ordinance adopted by The Town of Golden Beach to Town Attorney Geller and Town Planner Miller. The Ordinance requires that a low retention wall be added in the beginning stages of construction.

Vice Mayor Salver responded saying he believed that this is also already a requirement in the Town. Councilmember Yaffe explained that it indeed is already a requirement, but that the added language to the current legislation will further solidify that the previous exception does not serve as a loophole, as some developers have argued. Councilmember D'Amico addressed Councilmember Yaffe and asked if development on the West Island is being exempt from the same conditions on the East Island. He responded by stating that the level of service referenced in the Ordinance does apply to the projects on the East Island. He further explained that the original legislation in the Town Code, (Section 11-8.2 b), states that single-family homes built on a plated single-family lot are exempt from concurrency review by the Town. This amendment will serve to ensure that a site must be designed to retain all stormwater.

PUBLIC COMMENT

Dave Sanchez, 1080 94th Street, addressed the Council and inquired what the purpose was for removing the Concurrency Review from the Ordinance. He suggested it would be better to modify the actual Concurrency Review itself so that it can be designated for storm water on site.

Council member Yaffe responded and stated that the sole purpose of the amendment was to ensure that newer projects retain water and don't run off into neighboring properties. Sanchez then asked if the amendment would be grandfathered into specific properties that may be causing the run-off, and if any penalties can be enforced.

Mayor Fuller responded and said that penalties cannot be enforced retroactively, but they can be moving forward. Sanchez then referred to the "elevated pools" at Surfside that put up a six-foot wall against neighboring properties and asked if perhaps this could have potential to pose the same issue, and if Code Enforcement can penalize.

Councilmember D'Amico stated that the Town has setbacks which would prevent said issue from occurring.

Frances Neuhut, 1060 Kane Concourse, addressed the Council with complaints pertaining to the flooding, the lack of lighting, and the lack of sidewalks in the Town.

Poll Vote: The motion carried with a 7-0 vote.

13. **Consideration** and **Approval** of an ordinance on First Reading amending Section 23-5 of the Zoning and Planning Code to prohibit the sale, leasing, rental, display or repair of automobiles, trucks, boats, trailers or recreational vehicles in the B-1 Business District. Sponsored by Mayor Joshua D. Fuller.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO THE LAND USES PERMITTED OR PROHIBITED IN THE B-1 BUSINESS DISTRICT; AMENDING SECTION 23-5 OF THE ZONING AND PLANNING CODE TO MODIFY THE LIST OF PROHIBITED USES IN THE B-1 BUSINESS DISTRICT TO INCLUDE THE SALE, LEASING, RENTAL, DISPLAY OR REPAIR OF AUTOMOBILES, TRUCKS, BOATS, TRAILERS OR RECREATIONAL VEHICLES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Council Member Bruder moved the item to the floor and Council Member Yaffe seconded the motion.

Mayor Fuller opened the discussion by stating that the Council's intention has always been to revitalize Kane Concourse. However, he has no intention of having a car rental business taking up retail space. Council Member Salver commented that he found the modification made in the legislation to be overreaching. He stated that he does not agree with auto repair shops, dealerships, or garages, but he does not object to stores displaying exotic cars in a showroom, like Aventura Mall and other luxury shopping malls. Council Member Yaffe replied and said that the Town had a car dealership long ago and it had significantly slowed down traffic for other surrounding shops and restaurants. Mayor Fuller then added that the crowds that come into Aventura Mall are there due to foot traffic, not to see a car in a showroom. The goal is to attract more foot traffic on Kane Concourse. Council Member D'Amico then added that the Town is seeking out businesses that are more pedestrian-friendly.

PUBLIC COMMENT

Dave Sanchez, 1080 94th Street, stated on the record that he agreed with Council Member Salver's comment that the modification in the Ordinance is overreaching. He suggested a great way to bring forth more foot traffic is to allow more of a different variety of business to open. He then added that perhaps it may be an innovative idea to allow for the rental of recreational vehicles. He suggested that the removal of sales galleries would also help. Council Member Bruder addressed the Council and said she recalled

that the sales galleries are supposed to have an end date, but perhaps the Town has not been strictly enforcing them.

Mayor Fuller then alluded to when the Council had been deliberating whether to prohibit sales galleries on Kane Concourse and move them to the second floor, the Council had decided against it back then. Mayor Fuller then asked the Council if this was a topic they would like to revisit, stating that he had initially been in support of moving the sales galleries to the second floor. Council Member Bruder then requested that the Town Manager investigate the end dates of all the current sales galleries in the Town. Council Member Salver then commented that limiting the kind of business allowed can lead to a lot of empty retail space. Mayor Fuller then added that foot traffic has increased over the years with the addition of the two hotels on both sides of the island. The future opening of the office building on 1177 Kane Concourse, and the other office building on the east island are anticipated to bring even more.

Council Member D'Amico then mentioned that the modification presented may attract the potential of bringing in an Anchor Store, which would then bring foot traffic to the surrounding small businesses.

Council Member Bruder announced that Bond Street, a famous Japanese restaurant from New York, will be opening in Bay Harbor Islands which is sure to draw even larger crowds of foot traffic. Council Member D'Amico raised the point that since residents live on an island they would benefit more from restaurants and shops versus a car dealership.

Council Member Salver then interjected to add that the pavers at the storefront of restaurants need maintenance due to filth and elevation. Council Member Yaffe added that one should be especially careful walking through 1177 Kane Concourse, as the pavers are raised up. He believes that after 1177 Kane Concourse has been completed, then the conversation of removing or replacing pavers can be revisited. Council Member Bruder suggested that something be done to fix it in the meantime. Council Member D'Amico chimed in and suggested that for the future, it is important to look into improving the current parking and eliminating buses from the main lane on the road.

Council Member Yaffe then addressed the Code Department and requested that they that inspect one particular restaurant in accordance with the license agreement which outlines the permitted number of tables outside. He added that the restaurant also has umbrellas that lean low enough to cause a nuisance while passing by.

Frances Neuhut, 1060 Kane Concourse, expressed her displeasure with the Council for approving the relocation of the mixed-use Church by the Sea building in Bay Harbor.

Poll Vote: The motion carried with a 7-0 vote.

DEFERRED ITEMS:

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

DISCUSSION ITEMS:

14. **Discussion and Possible** action regarding the Town's Policies & Procedures Manual. Sponsored by Council Members Stephanie Bruder and Robert Yaffe.

Council Member Bruder made a motion to move the item for discussion. Council Member Yaffe seconded the motion.

Council Member Bruder opened the discussion by advising that the Town's Policies and Procedures Manual has not been updated in a very long time. She added that it is not complete nor consistent. Her goal is to have the Town Manager revise the manual and ensure that it contains policies that, "stand on their own". Any amendments can be applied to specific policies at the Town Manager's discretion, (unless they must be brought to the Council for review of financial impact).

Mayor Fuller then stated that he does not agree with having edits on the manual solely at the discretion of the Town Manager; his reasoning being that the Town Manager must also be subject to compliance.

Council Member Bruder then clarified that the Administration would propose amendments to then be reviewed and approved by The Council.

Vice Mayor Salver added that the Council should not be included in the employee section of the new manual. He also suggested that the section in the manual stating that, "employees should not wear any item of orientation in the nose, eyebrow, etc." be removed.

- ~~15. **Discussion and Possible Action** regarding weight restrictions on the bascule spans and approval of a resolution authorizing Ardurra Group, Inc. to design the required repairs for the bascule spans for an amount not to exceed \$200,000. Sponsored by Council Member Stephanie Bruder.~~

ADJOURNMENT

There being no further business, the meeting adjourned at 9:49 p.m.

Isaac Salver
Mayor

ATTEST:

Evelyn Herbello, MMC
Town Clerk



Town of Bay Harbor Islands

Regular Town Council Meeting

MINUTES

February 20, 2025

7:00 PM

Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

Opening

Call to Order

Mayor Fuller called the meeting to order at 7:04 p.m.

Pledge of Allegiance

Roll Call of Members

Town Clerk Hamilton called the roll with the following members present.

Present: Mayor Joshua Fuller, Vice Mayor Isaac Salver, Council Member Stephanie Bruder, Council Member Rober Yaffe, Council Member Eric Rappaport, Council Member Molly Diallo, Council Member Teri D'Amico.

Special Presentations:

1. Employee of the month of January - Marlon Martinez

Marlon Martinez was recognized as employee of the month for January 2025. He received \$100, a designated parking space and a plaque.

2. Legislative Updates for the Town of Bay Harbor Islands - Devan Vilfrard, Office of State Senator Shevrin D. Jones, (SD-34)

3. **Introduction of Police Surgeon Dr. Zev Neuwirth and Medical Liaison Mordechai Neuwirth**

Mayor Fuller administered the Oath to Dr. Neuwirth and Mr. Neuwirth.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Items 18 and 19 were deferred to be properly noticed due to an error on the ballot.

TOWN MANAGER'S REPORT:

Interim Town Manager Lindsley provided the following updates:

- The annual 5K Walk will take place on February 23.
- The Concert Series featuring "Undercover" is scheduled for 7:00 p.m.
- DMV appointments will be available at the Community Center on March 18.
- An update was given on Brightview Landscaping.
- A Police Accreditation mock session is scheduled for March 5–6.
- Work is underway on an Action Plan to update the Comprehensive Plan.
- A meeting was held to address ongoing traffic concerns.
- A recommendation has been made for the temporary closure of Surfside.
- The Town participated in the Miami-Dade County League of Cities event.
- Interim Manager Lindsley traveled to Tallahassee with the Mayor.
- Attendance was noted at a recent art festival event.
- The Town received the GFOA Award for the Fiscal Year 2024–2025.

TOWN ATTORNEY'S REPORT:

3. Nuisance lawsuit

Town Attorney Geller requested authorization from the Town Council to file and pursue a lawsuit related to a change of ownership issue involving a resident on West Island.

ACTION: Council Member Yaffe made a motion to authorize the Town Attorney to proceed with the lawsuit. Vice Mayor Salver seconded the motion, and it was approved unanimously.

COUNCIL REPORTS:

All council members provided verbal reports.

PUBLIC COMMENT

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

Amarilys Gott shared that they had participated in a chat regarding Bay Harbor and expressed concern about the deferral of a particular issue. They mentioned having been involved for over a year and emphasized their willingness to help. They noted their interest in various aspects of recreation for children. A discussion followed about scheduling a meeting for the following week.

Ken Eskin of 1310 99th Street raised concerns about the lack of enforcement of the town's ordinance requiring individuals to dismount from scooters when crossing the bridge. He also requested a copy of the \$250,000 environmental study. Additionally, he proposed the idea of hosting an art festival on Kane Concourse to help promote local businesses.

Dave Sanchez of 1080 94th Street commented on several issues: the change of the council meeting date from February 12th to February 20th, the delayed release of the January newsletter, and his disagreement with council members attending the development opening at 9555 East Bay Harbor Drive.

Kelly Reid of East Bay Harbor Drive thanked the council for their efforts and collaborative approach. She voiced concerns about ongoing construction, including fences extending too far into public areas, cranes overhanging buildings, and the staging of construction workers in Hallandale. She also suggested requiring technical reports for seismic monitoring and raised the topic of selecting a new town manager.

Former Mayor Linda Zilber of 1321 95th Street noted that applications for the Parks & Recreation Committee are typically reviewed by the committee itself. She recommended holding a committee meeting to discuss current applications.

COMMITTEE REPORTS:

There were no 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.)*

4. **Consideration and Approval** of a resolution approving an Addendum to employment agreement with Lindsley Noel as Interim Town Manager and approving modifications to his Chief of Police employment agreement. Enclosed are the draft resolution and Exhibit A, Addendum to Interim Town Manager's Agreement. Sponsored by Council Member Stephanie Bruder

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING AN ADDENDUM TO THE CHIEF OF POLICE EMPLOYMENT CONTRACT WITH LINDSLEY NOEL TO FIX HIS COMPENSATION FOR SERVING AS INTERIM TOWN MANAGER; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.

5. **Consideration and Approval** of the Second Addendum to the Chief of Police Employment Agreement between the Town of Bay Harbor Islands and Lindsley Noel. Enclosed are the draft resolution and Second Addendum.
6. **Consideration and Approval** of a resolution authorizing Ardurra Group, Inc. to design the required repairs for the bascule spans for an amount not to exceed \$407,180. Sponsored by Council Member Stephanie Bruder.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AWARDED AN ENGINEERING CONSULTING SERVICES CONTINUING CONTRACT TO ARDURRA GROUP, INC., IN AN AMOUNT NOT TO EXCEED \$407,180.00 TO DESIGN REPAIRS TO THE BROAD CAUSEWAY BASCULE BRIDGE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE.

7. **Consideration and Approval** of a resolution authorizing the Town Manager to apply for grant assistance under the Florida Inland Navigation District (FIND) Waterways Assistance Program to acquire a marine patrol boat. Sponsored by Mayor Joshua D. Fuller

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AUTHORIZING THE TOWN MANAGER TO APPLY FOR GRANT ASSISTANCE UNDER THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM TO ACQUIRE A MARINE PATROL BOAT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

8. **Consideration** and **Approval** of a resolution authorizing the Town Manager to apply for grant assistance under the Florida Inland Navigation District (FIND) Waterways Assistance Program for Phase II, construction and installation of a marine boat station that will be comprised of a 12k elevator lift to hold a patrol boat and a 5k station to mount two jet skis. Enclosed are the Staff Memo, draft resolution, Design and Permitting Plan, and BHI WAP Application/Boatlift. Sponsored by Mayor Joshua D. Fuller

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AUTHORIZING THE TOWN MANAGER TO APPLY FOR ASSISTANCE 2025 UNDER THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM FOR THE TOWN OF BAY HARBOR ISLANDS BOAT LIFT STATION, PHASE II; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

9. **Consideration** and **Approval** of a resolution waiving competitive bidding for replacement of the condensing unit at the Morris N. Broad Community Center pursuant to Section 2-1.2(a)(8) of the Town Code and approving and accepting a proposal in an amount of \$63,906.30 in favor of Debonair Mechanical Inc. to complete the project. Enclosed are the Staff Memo, draft resolution, and proposal. Sponsored by Council Member Stephanie Bruder.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA WAIVING COMPETITIVE BIDDING FOR REPLACEMENT OF THE CONDENSING UNIT AT THE MORRIS N. BROAD COMMUNITY CENTER PURSUANT TO SECTION 2-1.2(a)(8) OF THE TOWN CODE AND ACCEPTING A PROPOSAL FROM DEBONAIR MECHANICAL INC. IN THE AMOUNT OF \$63,906.30 TO COMPLETE THE PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.

10. **Consideration** and **approval** of a resolution approving a proposal from Rubin Turnbull and Associates to provide supplemental federal lobbying services to the Town. A copy of the resolution and the proposal, which is attached as Exhibit A, are enclosed. Sponsored by Mayor Joshua D. Fuller
(11)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE WAIVER OF COMPETITIVE BIDDING PURSUANT TO SECTION 2-1.2(A)(8) OF THE TOWN CODE; ACCEPTING AND APPROVING THE PROPOSAL FROM RUBIN, TURNBULL AND ASSOCIATES FOR SUPPLEMENTAL FEDERAL LOBBYING SERVICES; PROVIDING FOR INCORPORATION OF RECITALS AND SETTING AN EFFECTIVE DATE.

Council Member Yaffe moved the item to the floor, and Mayor Fuller seconded the motion.

Council Member Bruder asked how this new lobbyist would work alongside the existing one. She inquired about the duration of the engagement, the cost, and why a second lobbyist was necessary.

Mayor Fuller responded that he had discussed the matter with the current lobbyists. He explained that the new lobbyist was brought on specifically to support efforts related to the bridge project, and that Becker, the existing firm, would continue its work on the same project.

Council Member Bruder expressed concern that the council had not been informed earlier.

Vice Mayor Salver agreed that the process felt rushed, even though the firm appeared capable. He mentioned being contacted by other lobbyists but noted he was not in favor of maintaining a running list of them. He suggested it would be helpful if lobbyists could introduce themselves to the council directly.

Council Member Bruder reiterated that the main issue was the lack of communication with the rest of the council. She recommended that monthly reports be provided outlining the lobbyist's activities.

Council Member D'Amico agreed and added that the council should meet the lobbyist in person. She also felt that a formal Request for Proposals (RFP) should have been issued for transparency.

There was consensus among the council members that a report should be provided detailing the new lobbyist's communication efforts.

PUBLIC COMMENT:

Dave Sanchez, 1080 94th Street, addressed the council.

PUBLIC COMMENT CLOSED

ACTION: Council Member Yaffe made a motion to approve the resolution. Mayor Fuller seconded the motion, and it passed unanimously.

11. **Consideration and Approval** of a resolution authorizing the Town Manager to prepare and issue a Request for Proposals (RFP) seeking a strategic partner to promote, operate and manage the Bay Harbor Islands Art Festival, subject to final approval by the Town Council. Sponsored by Mayor Joshua D. Fuller

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE TOWN MANAGER TO PREPARE AND ISSUE A REQUEST FOR PROPOSALS FOR A STRATEGIC PARTNER TO PROMOTE, OPERATE, AND MANAGE THE ART FESTIVAL; PROVIDING FOR INCORPORATION OF RECITALS AND SETTING AN EFFECTIVE DATE.

Council Member Yaffe moved the item to the floor, and Vice Mayor Salver seconded the motion.

Council Member Bruder spoke in favor of continuing the art festival. She suggested obtaining a staff report evaluating the festival's quality, including the level of the art, attendance, and overall cost. She also recommended discussing whether the location was suitable, if the community supports continuing the event, and whether it should potentially be held on 95th Street. She emphasized the need to determine the event's value and whether the cost is justified.

Council Member Yaffe expressed support for continuing the event.

Vice Mayor Salver recommended a comprehensive report on the art festival, including costs, the kids' zone, overtime, and staff hours. He also supported issuing a Request for Proposals (RFP).

Council Member Rappaport agreed that a comprehensive report should be provided. He noted that the art festival is a great way to attract people to the area.

Mayor Fuller commented that Kane Concourse is a more visible location. He explained that the purpose of the RFP is to explore potential options, noting that the previous vendor had submitted information prior to the last RFP.

Council Member D'Amico suggested conducting a survey and said she supported the RFP. She praised the quality of the art but recommended adding more festivities, providing a map of the event, and increasing signage.

PUBLIC COMMENT:

Dave Sanchez, of 1080 94th Street, commented that the art festival's current location is a pleasant and more spacious area. He recommended including more activities at the event.

Frances Neuhut, of 1060 Kane Concourse, suggested that the Parks & Recreation Department take over the organization of the art festival.

Derek Hodes, representing the Momentum Group at 1031 Ives Dairy Road, Miami, FL 33179, proposed returning the event to Kane Concourse. He recommended holding it over a holiday weekend—on Sunday and Monday—with set-up taking place on Saturday.

Council Member Bruder expressed support for holding the event over a long weekend and agreed that setting up on Saturday would be beneficial. She noted that hosting the festival on Kane Concourse could also help support local street vendors.

Council Member D'Amico said she appreciated the perspectives on both sides and emphasized the need for increased signage.

Linda Zilber, of 1231 95th Street, supported moving the event to Kane Concourse and proposed displaying artwork created by schoolchildren in local store windows.

PUBLIC COMMENT CLOSED

ACTION: Council Member Yaffe made a motion to approve the resolution. Mayor Fuller seconded the motion, and it passed unanimously.

12. **Consideration** and Approval of a resolution authorizing the Town Manager to prepare and issue a competitive solicitation seeking proposals for a Public Private Partnership (P3) relating to the development of the new Town Hall complex, subject to final selection of a proposer by the Town Council. Sponsored by Mayor Joshua D. Fuller

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AUTHORIZING THE TOWN MANAGER TO EXPLORE POSSIBLE PUBLIC PRIVATE PARTNERSHIPS (P3), INCLUDING UNSOLICITED PROPOSALS, AND TO ISSUE A REQUEST FOR PROPOSALS SEEKING A STRATEGIC PARTNER AND PROPOSALS RELATING TO THE DEVELOPMENT OF THE NEW TOWN HALL COMPLEX; PROVIDING FOR

**INCORPORATION OF RECITALS; AND PROVIDING FOR
AN EFFECTIVE DATE.**

ACTION: Council Member Yaffe made a motion to approve the Consent Agenda. Vice Mayor Salver seconded the motion, and it passed unanimously on a poll vote.

ORDINANCES ON SECOND READING:

13. **Consideration** and **Approval** of an ordinance on Second Reading amending Section 11-8.2 of the Town Code regarding Adopted Levels of Service and Concurrency review requirements. 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 SECTION 11-8.2 OF THE
TOWN'S CODE OF ORDINANCES RELATED TO ADOPTED LEVELS OF
SERVICE (LOS) AND CONCURRENCY REVIEW REQUIREMENTS;
PROVIDING EXEMPTIONS AND ESTABLISHING DE-MINIMIS IMPACT
THRESHOLDS FOR DEVELOPMENT APPROVAL REQUESTS; PROVIDING
FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND
REPEALER, PROVIDING FOR SEVERABILITY; PROVIDING FOR
CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Council Member Yaffe moved the item to the floor, and Council Member Bruder seconded the motion.

Council Member Yaffe explained that the ordinance is intended to protect existing properties during the construction of new homes. A loophole in the original ordinance is now being closed to better safeguard neighboring properties throughout the building process.

PUBLIC COMMENT:

Frances Neuhut, 1060 Kane Concourse, spoke about improper lighting, no levels of service, and asked regarding FPL undergrounding.

PUBLIC COMMENT CLOSED

ACTION: Council Member Yaffe made a motion to approve the resolution. Council Member Bruder seconded the motion, and it passed 6-0 on a roll call vote. Vice Mayor Salver was absent.

14. **Consideration** and **Approval** of an ordinance on Second Reading amending Section 23-5 of the Zoning and Planning Code to prohibit the sale, leasing, rental, display or repair of automobiles, trucks, boats, trailers or recreational vehicles in the B-1 Business District. Enclosed are the Staff Memo and proposed ordinance.

Sponsored by Mayor Joshua D. Fuller.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO THE LAND USES PERMITTED OR PROHIBITED IN THE B-1 BUSINESS DISTRICT; AMENDING SECTION 23-5 OF THE ZONING AND PLANNING CODE TO MODIFY THE LIST OF PROHIBITED USES IN THE B-1 BUSINESS DISTRICT TO INCLUDE THE SALE, LEASING, RENTAL, DISPLAY OR REPAIR OF AUTOMOBILES, TRUCKS, BOATS, TRAILERS OR RECREATIONAL VEHICLES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Council Member Yaffe moved the item to the floor, and Council Member Bruder seconded the motion.

PUBLIC COMMENT:

Frances Neuhut, 1060 Kane Concourse, stated that the regulations for businesses on the ground floor are not being followed.

PUBLIC COMMENT CLOSED

Mayor Fuller stated that the council is seeking specific types of businesses. The goal is not to encourage rental businesses, particularly car rental agencies.

ACTION: Council Member Yaffe made a motion to approve the resolution. Council Member Bruder seconded the motion, and it passed unanimously on a poll vote.

ORDINANCES ON FIRST READING:

15. **Consideration** and **Approval** of an ordinance on First Reading amending Chapter 19, Article 1 of the Town Code for Speed Detection Systems in School Zones. Enclosed are the Staff Memo and proposed ordinance. Sponsored by Council Member 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 THE USE OF SPEED DETECTION SYSTEMS TO ENFORCE SPEED LIMITS; AMENDING CHAPTER 19, ARTICLE I, RETITLING FROM RESERVED TO SECTION 19-1 "SPEED DETECTION

SYSTEMS OF SCHOOL ZONES”; SECTION 19-2 DEFINITIONS; SECTION 19-3 AUTHORIZATION OF SPEED DETECTION SYSEYEM, SECTION 19-4 “PUBLIC HEARING AND APPROVAL”; SECTION 19-5 “DETERMINATION OF HEIGHTENED SAFETY RISK”; 19-6 “PUBLIC AWARENESS”; SECTION 19-7 “SPEED DETECTION SYSTEM REQUIREMENTS”; SECTION 19-8 “ENFORCEMENT OF SPEED LIMITS”; SECTION 19-9 “ APPEALS”; SECTION 19-10 “SPEED DETECTION SYSTEMS REPORTING REQUIREMENTS”; ESTABLISHING PROCEDURES FOR IMPLEMENTATION; PROVIDING FOR PUBLIC NOTICE AND AWARENESS CAMPAIGNS; PROVIDING FOR PENALTIES AND THE DISTRIBUTION OF FINES; PROVIDING FOR REPORTING REQUIREMENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Council Member Yaffe moved the item to the floor, and Council Member Bruder seconded the motion.

PUBLIC COMMENT:

Ken Eskin, 1310 99th Street, Frances Neuhut, 1060 Kane Concourse, Dave Sanchez, 1080 94th Street, addressed the council.

PUBLIC COMMENT CLOSED

ACTION: Council Member Yaffe made a motion to approve the resolution subject to determine the appropriate location of the cameras on Kane Concourse. Mayor Fuller seconded the motion, and it passed 6-0. Vice Mayor Salver was absent.

16. **Consideration** and **Approval** of an ordinance on First Reading amending Section 5-5.2 of the Town Code regarding notification to certain neighbors for seismic monitoring during construction of multi-family residential, commercial, and other non-residential construction sites. Enclosed is the 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 CODE OF ORDINANCES RELATED TO BUILDING AND CONSTRUCTION ACTIVITIES; AMENDING ARTICLE 1 OF CHAPTER 5 ENTITLED BUILDINGS AND CONSTRUCTION BY REVISING SECTION 5-5.2 PERTAINING TO NOTICE TO CERTAIN PROPERTY OWNERS REGARDING SEISMIC MONITORING DURING CONSTRUCTION OF MULTI-FAMILY RESIDENTIAL, COMMERCIAL, AND OTHER NON-RESIDENTIAL CONSTRUCTION SITES IN THE TOWN; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Council Member Yaffe moved the item to the floor, and Council Member Bruder seconded the motion.

Council Member Yaffe wanted to ensure that actual notice is provided. There will be 15 day notice instead of seven (7). Proof of delivery of notice is also required.

PUBLIC COMMENT:

Dave Sanchez, of 1080 94th Street, suggested sending the notice to the individual listed on SunBiz.

Frances Neuhut, from 9920 West Bay Harbor Drive, pointed out that single-family homes were excluded and should not be, as they face the same issues. She also raised concerns about flooding and the lack of enforcement of laws.

Staci Lurie, from 9271 West Bay Harbor Drive, recommended that the notices be sent to the registered agents.

PUBLIC COMMENT CLOSED

ACTION: Council Member Yaffe made a motion to approve the ordinance with the condition that a copy of the seismic report be provided to the Building Official and notice regarding meetings be provided to the property owner and registered agent. The 7-day mailing notice was increased to 15 days. Mayor Fuller seconded the motion, and it passed unanimously.

DEFERRED ITEMS:

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

DISCUSSION ITEMS:

18. Consideration and Approval of a resolution appointing members to the Design Review Board. Enclosed are the Staff Memo, applications for appointment and draft resolution. Sponsored by Council Member Eric Rappaport

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPOINTING SEVEN (7) MEMBERS TO THE DESIGN REVIEW BOARD; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE

This item was deferred to the next meeting to properly notice the correct name on the ballot.

19. **Consideration and Approval** of a resolution appointing members to the Parks & Recreation Committee. Enclosed are the Staff Memo, applications for membership to the committee and the draft appointment resolution. Sponsored by Council Member Eric Rappaport

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPOINTING FIVE (5) MEMBERS AND TWO (2) ALTERNATES TO THE PARKS & RECREATION COMMITTEE; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING AN EFFECTIVE DATE.

This item was deferred to the next meeting to properly notice the correct name on the ballot.

20. **Discussion and Possible** action regarding the remedy for the 92nd Street dog park regarding the East Bay Harbor entry gate and the perimeter fencing system. Review the permitting process for the ADA accessibility and design details. In addition, conduct a survey on social media, Town website and email to residents regarding hours of operation and safety concerns with the renovation. Enclosed are Dog Park Plans-Permit Revisions-As Built Photos. Sponsored by Council Member Teri D'Amico.

Concerns were expressed that the gates to the park locks at 6:00 p.m., the lighting not working, there are no fountains for human beings, the fountain for the dogs is not working, problem with the way small dogs/large dogs are divided, huge shelter in middle prevent throwing ball, metal pillar sticking up on mulch, residents survey about the park, and dogs are getting sick in the 98th Street Dog Park.

PUBLIC COMMENT

Mr. Reuben, 9101 East Bay Harbor Drive, spoke about easy access to get from East Bay Harbor Drive to the park. There is a choice to walk around or through the playground. He asked why a gate was not included in the new format. He stated that the fencing around the park is not complete, black panel on fencing.

Council Member D'Amico stated that she is aware

PUBLIC COMMENT CLOSED

ACTION: Mayor Fuller made a motion to designate Council Member D'Amico as the point person on the dog park. Council Member Bruder seconded the motion, and it passed 6-0. Vice Mayor Salver was absent.

21. **Discussion and Possible** action on a request from the Village of Indian Creek for consideration of an interlocal agreement with Bay Harbor Islands to tap into the Town's transmission main at 91st Street, as they convert from septic tanks to a sanitary sewer system. Enclosed are Indian Creek request letter and Indemnification and Hold Harmless Agreement for purpose of testing. Sponsored by Mayor Joshua D. Fuller

Mayor Fuller explained that Indian Creek currently uses septic tanks, which are environmentally harmful, and Dade County is working to move away from them. They are trying to do the right thing by connecting to the sewer line. Their sewer system will connect to the Town's. The intention is to ensure that, as good neighbors, allowing them access to the town's sewer line. The Hold Harmless Agreement is in place to confirm that the Town's sewer system has the capacity to accommodate the additional load without affecting its performance.

The purpose is to ensure that the town is showing the Hold Harmless Agreement, which will allow Indian Creek to test the system and confirm it can safely connect to the Town's line.

Council Member D'Amico mentioned that Indian Creek initially approached Surfside but didn't want to pay Surfside's fees, which led them to come to the Town. She questioned what Surfside's proposal was to Indian Creek.

Mayor Fuller explained that Surfside's request was unreasonable in his view, with inflated dollar amounts and demands that didn't align with reality. The goal is to permit Indian Creek to connect to the Town's sewer line without harming the Town. Indian Creek will bear all costs, including testing and installation. The Town benefits by receiving a free evaluation of the health of its sewer line, which it would normally have to pay for. They will test the Town's infrastructure, and the town will receive a copy of those results, which will help to understand the town's system's capacity and weaknesses.

Council Member D'Amico asked if the Town was obligated to proceed with the agreement and whether Indian Creek would pay for the study. She expressed concern that Indian Creek's paid consultants might offer a biased analysis of the Town's sewer line. Mayor Fuller clarified that the consultant hired by Indian Creek would have to certify the system's safety with their professional license. The issue at hand is to allow Indian Creek to transition from septic tanks to the sewer system.

Council Member D'Amico expressed concern that the council was considering the request without sufficient information and suggested that more details were needed, particularly regarding what Indian Creek had offered Surfside. She also noted that this could be a revenue opportunity for the Town, as Indian Creek would be using the Town's sewer line.

PUBLIC COMMENT

Dave Sanchez, 1080 94th Street, mentioned that he first heard about the matter in November from the former manager, Peter. It was on Surfside's agenda in February but didn't move forward. He raised concerns about the Town's sewer system and requested a map of the pipes, including whether they go under the canal, and any potential environmental concerns. He also noted ongoing plumbing issues in the northern part of Bay Harbor, where complaints about toilet backups have arisen due to construction linking multiple toilets to the old system. He wanted to know how the southern part of Bay Harbor might be impacted.

Mayor Fuller made a motion to allow the Town to enter into negotiations with Indian Creek to connect to the sewer line, contingent on a successful test confirming the system's capacity and that it can handle the additional waste.

Council Member Bruder asked if Indian Creek would pay for a test to ensure that the connection is properly integrated and doesn't cause issues with pressure in the Town's sewer system.

Mayor Fuller clarified that the Town has a portion of the line that runs into Surfside, and Indian Creek will connect to the Town's sewer system at this point. Under the agreement, Indian Creek will fund the testing, provide certifications, and hold the Town harmless. The tests will be approved by engineers to ensure no harm to Bay Harbor. Once the test results are in, the Town can negotiate compensation and determine whether the project is feasible.

Council Member D'Amico asked if the Town could hire its own consultant. Mayor Fuller responded that the Town could do so and could review the test results from Indian Creek with its own engineers. He emphasized that the Town is not obligated to sign any agreement but will negotiate in good faith after the tests are completed.

Council Member Bruder stated that she wanted to select the engineer, with Indian Creek paying for the consultant's services. This would give the Town more control over the process. She emphasized that if the project proceeds as described, the Town would eventually receive compensation.

At this point, Council Member Bruder seconded the motion.

Steve Helfman, attorney for Indian Creek Village, stated that Indian Creek would cover the cost of the Town's consultant. He clarified that the connection point is over a mile away, and the Town owns a 16" sewer main. There is an agreement with Miami Beach to handle the Town's sewage, and Indian Creek is seeking the same arrangement to connect to Miami Beach. The connection point is a 4" tap at 91st and Collins Avenue, not under any water. All necessary permits are in progress, and he provided a map of the connection point.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, raised concerns about the request and questioned whether it would be better for Indian Creek to go through Surfside. She expressed doubt that the Town would benefit much from the deal and wondered what would happen if the sewer line broke on the island. She suggested rejecting the request.

PUBLIC COMMENT CLOSED

ACTION: Mayor Fuller made a motion to allow the Town to enter into negotiations with Indian Creek to allow them to connect to the sewer line, contingent on a successful test confirming the system's capacity and health. Council Member Bruder seconded the motion, and it passed unanimously by a poll vote.

22. **Discussion and Possible** action regarding vehicle coverings in the right-of-way in the residential district. Enclosed is the Staff Memo. Sponsored by Council Member Robert Yaffe.

Council Member Yaffe mentioned that residents from the east island had raised concerns about not being able to cover their cars parked on the street, as the vehicles are getting dirty due to nearby construction.

Mayor Fuller expressed concerns that allowing vehicle covers could lead to aesthetic issues, as people might leave them on their cars for months. Additionally, some residents park their cars on the street to create extra parking space on their properties. The mayor then asked Interim Chief Locke if there were any problems with covering vehicles. Chief Locke responded that he would feel more comfortable if the license plates remained visible. Council

Member Yaffe proposed including a requirement in the ordinance that vehicle covers must allow the tags to be visible.

Mayor Fuller suggested setting a time limit on how long vehicles could be covered and also recommended prohibiting vehicles from being backed into parking spaces.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, stated that Bal Harbour workers are parking in the Town.

PUBLIC COMMENT CLOSED

It was the consensus of the council that language be placed in an ordinance stating that vehicles cannot be backed in and a time period for the covering of vehicles.

23. **Discussion and Possible** action regarding rescheduling of the March 12, 2025, Town Council Meeting due to some members of the Town Council and staff attending the National League of Cities Conference in Washington, DC.

Council Member D'Amico said that she had already scheduled appointments in accordance with the town's calendar. She emphasized that if some council members are unable to meet in the same week, the meeting should not be rescheduled, as changing it disrupts her schedule.

Council Member Yaffe noted that the dates for conferences are not available when the meeting calendar is initially set.

Mayor Fuller acknowledged that during this time of year, legislative sessions change, and the council must travel to Tallahassee, requiring flexibility.

Town Attorney Geller clarified that council members are permitted to attend conferences related to town business as they see fit.

Action: Council Member Yaffe made a motion to hold the meeting on March 5, 2025, at 7:00 p.m. Council Member Bruder seconded the motion, which passed 6-0. Vice Mayor Salver was absent.

24. **Discussion and Possible** action regarding the Town Manager's search process. Sponsored by Council Member Teri D'Amico

Council Member D'Amico spoke regarding the resumes and applications received and 65% of them had no government experience. She suggested setting some goals and process on the selection of a town manager

Mayor Fuller emphasized the importance of presenting options and recommendations at this stage. He noted that the Interim Town Manager can offer suggestions to the Council, who will then decide whether to act on those recommendations or issue an RFP to hire a search firm.

Council Member Yaffe suggested appointing a project manager in addition to a town manager, noting the number of major projects currently underway. The project manager would oversee these projects and collaborate with the town manager.

Public Comments:

Dave Sanchez spoke regarding the applications for town manager received and asked if he could make a public records request for copies of those applications.

ADJOURNMENT:

There being no further business the meeting adjourned at 12:04 a.m.

Isaac Salver
Mayor

ATTEST

Evelyn Herbello, MMC
Town Clerk



Town of Bay Harbor Islands

Regular Town Council Meeting

MINUTES

March 5, 2025

7:00 PM

Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

Opening

Call to Order

Mayor Fuller called the meeting to order at 7:02 p.m.

Pledge of Allegiance

Roll Call of Members

Town Clerk Hamilton called the roll with the following members present.

Present: Mayor Joshua Fuller, Vice Mayor Isaac Salver, Council Member Stephanie Bruder, Council Member Rober Yaffe, Council Member Eric Rappaport, Council Member Molly Diallo, Council Member Teri D'Amico.

Special Presentations:

There was no special presentation.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Mayor Fuller announced that Agenda items 17, 18, and 19 regarding design review and parks and recreation appointments were deferred due to a misprint on the ballots and missing applicant information. All applications will be properly collected and noticed for the next council meeting.

Council Member D'Amico requested a future agenda item regarding the Comprehensive Plan.

Mayor Fuller pulled Items 1 and 3 from the Consent Agenda.

Council Member Salver suggested an LPA Meeting be held to deal with the Comprehensive Plan process.

TOWN MANAGER'S REPORT:

Interim Town Manger Noel reported that the mobile Driver License unit will be visiting the Town. A concert is scheduled in the near future, and demolition work on Town Hall will resume soon. The Police Department is set to complete a mock accreditation assessment on April 24th. Ayanidys Martinez, Building & Zoning Supervisor, was named Employee of the Month and will be recognized at the next council meeting. Additionally, he welcomed Randy Stokes as the new Public Works Director.

COUNCIL REPORTS:

Council Member Rappaport announced that the deadline to apply for the Miami-Dade County Mom-and-Pop Grant was March 7th.

Council Member Diallo reported that the town's 5K Run was well attended, with approximately 100 to 200 participants. She also shared her attendance at the Women's Leadership Breakfast and the Miami-Dade County League of Cities Board of Directors Meeting.

Council Member Bruder reported on her participation in the 5K Run and thanked Joel Jacobi, Educational Programs Director, noting that the Children's Trust Program is expanding and has been nominated for an award. She commended the Town and Vice Mayor Salver for their support of the program. Additionally, she suggested installing AI cameras on Kane Concourse and near the school and emphasized the need to repair the school field.

Council Member D'Amico provided an update on Home Rule land use regulations related to affordable housing, which include restrictions on density, approvals, and building height. She noted that Live Local will be grandfathered in. She recommended including population data in the Comprehensive Plan and disclosed upcoming travel to a conference in Tallahassee.

Council Member D'Amico also asked whether the League of Women Voters could facilitate candidate events and raised concerns about staff availability during lobbying trips to Tallahassee.

Interim Town Manager Noel responded that he will appoint an Acting Manager during such absences to ensure continuity of service.

In response to questions about the attendance of the Mayor, Town Manager, and Assistant Town Manager at the National League of Cities conference, Mayor Fuller stated that their participation benefits the Town and that it is important to maintain representation at such events.

Town Manager Noel reported on meetings with FDOT, Surfside, and Bal Harbour. Traffic light timing was a primary issue discussed. Most signals were adjusted, except for the one in Bal Harbour. A follow-up meeting is scheduled. The main concern centers around the crosswalk at 96th Street and Harding Avenue in Surfside, where signal timing continues to cause delays. Surfside has passed a resolution requesting FDOT pause use of the crosswalk.

Council Member Yaffe supported attendance at conferences, noting their value to the Town. He announced his upcoming attendance at a Miami-Dade League of Cities meeting and a concert in the park scheduled for March 16th. He also discussed recent state legislative sessions impacting condominium laws, including funding availability for condo assessments, and indicated he would provide more details later.

Vice Mayor Salver shared that he received a medal for participating in the 5K Run. He mentioned recent legislative updates from the Florida League of Cities and expressed concern that changes to the Live Local Act have had negative impacts. He emphasized the importance of council members and staff traveling to Tallahassee to advocate for the Town, stressing that these trips are necessary and not a misuse of funds. He also raised traffic as a significant concern and inquired about potential solutions.

Mayor Fuller reiterated that the County was not present at the recent traffic coordination meeting and said he would follow up with Commissioner Steinberg to ensure County participation in the future. He noted that while the Town cannot compel other cities to coordinate, traffic conditions worsened after activation of the crosswalk at Harding Avenue in Surfside. Surfside has requested a four-month pause on the crosswalk. FDOT appears open to considering adjustments, including improved traffic light coordination and potentially closing the Byron Avenue intersection. The Council expressed consensus on taking necessary action to avoid closing Byron Avenue.

Council Member D'Amico recommended that FDOT also evaluate the placement of bus stops.

Mayor Fuller responded that the Town has already discussed bus stop analysis with the County.

Mayor Fuller also highlighted ongoing advocacy efforts, noting that the Florida League of Cities supports Home Rule and opposes state legislation that undermines it. He expressed concern over state proposals affecting property taxes. In response to a comment from Council Member Yaffe about consumption taxes, Mayor Fuller noted that traffic was a key topic at a recent mayors' meeting. He also met with the new County Tax Assessor, who suggested renting space in the new Town Hall to provide basic County services. The Council reached consensus to set aside space for that purpose.

PUBLIC COMMENT

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

Francis Neuhut, 1060 Kane Concourse, expressed concerns about long-term incumbency, lack of term limits, and the council holding secret meetings. She also spoke about issues with election timing and transparency.

Mayor Fuller pointed out that the meeting Mrs. Neuhut referred to was to honor police officers.

Kathleen Kennedy, 9180 West Bay Harbor Drive, appreciated the efforts of local public works and community center staff, noting improvements in landscaping and community services.

Dave Sanchez, 1080 94th Street, suggested improvement to the format of community meetings held by developers to ensure residents can voice their concerns and receive updates. A meeting was held at the Ritz-Carlton with parking issues due to a surfing event. The meeting was poorly attended, and there are suggestions to improve the scheduling and notification process for community meetings. He suggested to increase micro-mobility options and large transportation vehicles for school children to alleviate congestion.

COMMITTEE REPORTS:

There were no 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.)*

1. **Consideration and Approval** of the 2025/2026 Budget Preparation Calendar. Enclosed is the proposed schedule provided by the Town Manager.
2. **Consideration and Approval** of a Resolution for the Eighth Extension of the

Lease Agreement between Sunshine Gasoline Distributors, Inc. and the Town of Bay Harbor Islands to June 30, 2025, for operation of a motor fuel service station and convenience store at 1501 Broad Causeway, Bay Harbor Islands, Florida. Enclosed are the draft Resolution and the Lease Extension agreement.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF THE EIGHTH LEASE EXTENSION AGREEMENT BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND SUNSHINE GASOLINE DISTRIBUTORS, INC., A FLORIDA CORPORATION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

The Town Council discussed the lease extension with Sunshine Gasoline Distributors. There were debates about rent adjustments and the possibility of negotiating a new lease agreement. The mayor pointed out part of the location for the new bridge.

There was a discussion about the future of the gas station and bridge project. A six percent increase to the lease of the gas station was also discussed.

PUBLIC COMMENT

Dave Sanchez, 1080 94th Street, suggested not keeping the gas station, which will make the area less bulky and will get a lot of green space out of it.

Frances Neuhut, 1060 Kane Concourse, spoke about a boat station next to the bridge.

PUBLIC COMMENT CLOSED

ACTION: Council Member Robert Yaffe made a motion to approve the extension and for the Town Attorney to raise the rent to the highest amount possible within the parameters in the lease. Council Member Bruder seconded the motion, and it passed unanimously on a poll vote.

3. **Consideration and Approval** of a resolution accepting a proposal from CHA Consulting, Inc, under the CCNA-Engineering Consulting Services Contract, to Design the Kayak Park and Prepare Construction Bid Documents for public advertisement. Enclosed are the Staff Memo, revised proposal, and draft resolution. Sponsored by Council Member Stephanie Bruder.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING A PROPOSAL FROM CHA CONSULTING, INC. UNDER THE CCNA-ENGINEERING CONSULTING SERVICES CONTINUING CONTRACT, TO PREPARE DESIGNS AND CONSTRUCTION DOCUMENTS FOR THE KAYAK PARK; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE.

Council Member Yaffe moved the item to the floor and Council Member Bruder seconded the motion.

Council Member Bruder questioned 44 weeks to design a park. She stated that she contacted Giordano Engineering firm and asked how long it would take to design the park, and they said 16 weeks. She noted that the town was four years into doing the park, which was unacceptable. She proposed using the preferred vendors, obtain a proposal for the design, and bring back to the council.

Council Member D'Amico asked if the Parks & Recreation Committee should be involved. She expressed concern about the \$750,000 spent on a park that is non-functioning. She suggested for the Parks & Recreation Committee to get involved rather than giving it to the Building Department.

Council Member Bruder agreed that the Parks & Recreation Committee should look at the design.

Council Member Rappaport stated that \$154,000 is a lot for the design. He suggested getting bids from other preferred vendors.

Mayor Fuller stated that he was not happy with the agenda item. He indicated that the past staff had messed up. He stated that it was to be a simple turn off parallel with West Bay Harbor Drive and to figure out a mechanical lift. He stated they need to figure out what needs to be done before doing the design. The tension rod and not the entire FPL pole needs to be removed. FPL needs to be contacted to provide answers and find a way to do it as cheap as possible.

Council Member Yaffe asked about rentals, since not everybody has a boat, kayak, or bike.

Council Member Bruder explained that she brought forth the matter to move it along.

Town Attorney Geller stated that from a procurement standpoint, nothing prohibits going to several vendors, providing them with the scope of services and asking for a price and how long it would take. He stated that the Town could get 2-3 proposals.

Vice Mayor Salver spoke about the vision of the park, the kayak launch, and driveway because not everybody rides a kayak and board. He noted that the Bal Harbour launch is open to the public and they can use the pier and dock.

Council Member D'Amico suggested getting quotes.

Mayor Fuller stated that the pole is in the way. He suggested the item be pulled. He anticipated the park opening in five months, if FPL resolves the issue.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, mentioned that 1177 Kane Concourse was to give \$500,000 to the Town for a park and children have nowhere to go. She questioned why more developers are not giving money to build parks.

Mayor Fuller clarified that the Town did receive the \$500,000 from 1177 Kane Concourse development.

Dave Sanchez, 1080 94th Street, spoke about a black box.

PUBLIC COMMENT CLOSED

Staff was instructed to obtain additional proposals. The plan is to include information on drive-in, drop-off, temporary storage area, backout area, grassy areas, gazebo, and shade.

ORDINANCES ON SECOND READING:

4. **Consideration** and **Approval** of an ordinance on Second Reading amending Chapter 19, Article 1 of the Town Code for Speed Detection Systems in School Zones. Enclosed are the Staff Memo and proposed ordinance. Sponsored by Council Member Stephanie Bruder and Council Member Eric Rappaport.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO THE USE OF SPEED DETECTION SYSTEMS TO ENFORCE SPEED LIMITS; AMENDING CHAPTER 19, ARTICLE I, RETITLING FROM RESERVED TO SECTION 19-1 "SPEED DETECTION SYSTEMS OF SCHOOL ZONES"; SECTION 19-2 DEFINITIONS; SECTION 19-3 AUTHORIZATION OF SPEED DETECTION SYSTEM, SECTION 19-4 "PUBLIC HEARING AND APPROVAL"; SECTION 19-5 "DETERMINATION OF HEIGHTENED SAFETY RISK"; 19-6 "PUBLIC AWARENESS"; SECTION 19-7 "SPEED DETECTION SYSTEM REQUIREMENTS"; SECTION 19-8 "ENFORCEMENT OF SPEED LIMITS"; SECTION 19-9 "APPEALS"; SECTION 19-10 "SPEED DETECTION SYSTEMS REPORTING REQUIREMENTS"; ESTABLISHING PROCEDURES FOR

IMPLEMENTATION; PROVIDING FOR PUBLIC NOTICE AND AWARENESS CAMPAIGNS; PROVIDING FOR PENALTIES AND THE DISTRIBUTION OF FINES; PROVIDING FOR REPORTING REQUIREMENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Council Member Yaffe moved the item to the floor, and Council Member Bruder seconded the motion.

Council Member Bruder clarified that the speed detection system is not a red-light camera. It will only be operational during school hours. Drivers who are caught speeding will receive a \$100 fine, which they may appeal to a special magistrate.

Vice Mayor Salver expressed concern about due process.

Council Member Rappaport felt the speed detection system would be a good way to supplement the Police Department, slow people down, and bring in revenue.

Council Member Yaffe expressed support for the ordinance.

Council Member D'Amico stated that she would like to look at the drop-off. She mentioned that people drive all through the neighborhood and it is time to get the word out about what the town is starting to do with bikes over the bridge. She mentioned the green sidewalks, and the fact that trucks park cantilever into the spaces which are dangerous for kids. She expressed concern about parking in green space, children going under the electrical pole, and negative effect of having three people on a bike.

Interim Town Manager Noel noted that the PSAs issue warnings. They did a study from the Police Department and a lot of traffic is held up on 96th Street. They started an enforcement wave for scooters, and another one is coming up soon. There was an educational awareness campaign at the Pizza with the Cops event. They are working with the school to get the word out that they are issuing citations.

Mayor Fuller stated that the contract must include the ability for the poles to be moved at no cost to the Town.

PUBLIC COMMENT

Amy Silverman opposed the ordinance questioning its effectiveness.

Frances Neuhut, 1060 Kane Concourse, spoke about the danger of motorized skateboards.

Dave Sanchez, 1080 94th Street, hoped that the ordinance works.

PUBLIC COMMENT CLOSED

There was discussion regarding traffic management and safety measures in Bay Harbor, including the effectiveness of speed bumps and enforcement by police. Concerns are raised about the use of school bus cameras and the need for better traffic deterrents.

Concerns are expressed about the safety of motorized skateboards and the need for preventive measures to protect children and pedestrians, especially on bridges

ACTION: Council Member Yaffe made a motion to approve the ordinance with the condition that the pole be removed at no cost to the town. Council Member Bruder seconded the motion, and it passed unanimously on a poll vote.

5. **Consideration** and **Approval** of an ordinance on Second Reading amending Section 5-5.2 of the Town Code regarding notification to certain neighbors for seismic monitoring during construction of multifamily residential, commercial, and other non-residential construction sites. Enclosed is the 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 CODE OF ORDINANCES RELATED TO BUILDING AND CONSTRUCTION ACTIVITIES; AMENDING ARTICLE 1 OF CHAPTER 5 ENTITLED BUILDINGS AND CONSTRUCTION BY REVISING SECTION 5-5.2 PERTAINING TO NOTICE TO CERTAIN PROPERTY OWNERS REGARDING SEISMIC MONITORING DURING CONSTRUCTION OF MULTIFAMILY RESIDENTIAL, COMMERCIAL, AND OTHER NON-RESIDENTIAL CONSTRUCTION SITES IN THE TOWN; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Council Member Yaffe moved the item to the floor and Council Member Diallo seconded the motion.

There was a debate about the allocation of funds and the transparency of financial dealings with vendors, specifically regarding the distribution of money from a \$100 allocation.

The council discussed an ordinance amendment related to seismic monitoring during construction, emphasizing the need for clear communication and notification to neighboring properties.

There is a call for equal protection and consideration for both East and West Islands in terms of construction impacts and safety measures.

The council debated the inclusion of single-family homes in the seismic monitoring ordinance and the need for clarity on whether public properties like bridges are covered.

Concerns were raised about the safety of a public bridge and the proximity of children to electrical panels at a construction site. The need for a pre-construction survey and monitoring of neighboring properties was discussed, along with the capability of seismic monitoring systems to send alerts.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, commended the ordinance. She spoke about placement of setbacks on sidewalks on West Bay Harbor Island.

PUBLIC COMMENT CLOSED

ACTION: Council Member Yaffe made a motion to approve the ordinance and Council Member Stephanie Bruder seconded the motion and it passed unanimously on a poll vote.

ORDINANCES ON FIRST READING:

DEFERRED ITEMS:

6. Consideration and Approval of a resolution appointing members to the Design Review Board. Enclosed are the Staff Memo, applications for appointment and draft resolution. Sponsored by Council Member Eric Rappaport

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPOINTING SEVEN (7) MEMBERS TO THE DESIGN REVIEW BOARD; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.

Council Member Yaffe moved the item to the floor, and Council Member Bruder seconded the motion.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, questioned the responsibilities and authority of the Design Review Board, particularly in relation to appeals and the enforcement of existing laws.

Dave Sanchez, 1060 Kane Concourse, questioned the addition of the two new applications.

Design Review Board applicant Alexander Rindner informed the council he could not be present as he had to travel for work.

Design Review Board applicant Simon Kouhana addressed the council.

PUBLIC COMMENT CLOSED

ACTION: Council Member Yaffe made a motion to appoint the top five candidates, Janet Adler, Alan Bebachik, Kai Chen, Jed Frankel, Moshe Goldshtein, Alexander Rindner, and Steven Hurwitz to the Design Review Board.

7. **Consideration and Approval** of a resolution appointing members to the Parks & Recreation Committee. Enclosed are the Staff Memo, applications for membership to the committee and the draft appointment resolution. Sponsored by Council Member Eric Rappaport

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPOINTING FIVE (5) MEMBERS AND TWO (2) ALTERNATES TO THE PARKS & RECREATION COMMITTEE; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Council Member Yaffe made a motion to appoint the top five vote getters: Amarilys Gott, Mariana Mitroga, Alex Rangel, Thomas von Hauswirth, and Linda Zilber were appointed to the Parks & Recreation Committee.

Christina Gunther and Susan Kelly-Gilbert were appointed as alternates. Council Member Stephanie Bruder seconded the motion, and all voted in favor.

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

DISCUSSION ITEMS:

8. **Discussion** and **Possible** action regarding a request from the 8th Grade Committee of the Ruth K. Broad PTA for a donation of \$4,500 towards the 2025 graduation. Enclosed are the request and the town's Request Funding Form.

A request for a \$4,500 donation to support 8th-grade graduation activities at Ruth K. Broad K-8 was approved. The funds will help cover costs for events like the graduation ceremony and hoodies for students.

9. **Discussion** and **Possible** action regarding the hiring of a Park Ranger. Enclosed is the Staff Memo. Sponsored by Council Member Stephanie Bruder.

The hiring of a park ranger to monitor various parks, including school fields and passive parks, was discussed. The ranger would help enforce rules and prevent unauthorized activities, with the possibility of outsourcing the position considered.

10. **Discussion** and **Possible** action regarding the Town Manager hiring process. Sponsored by Council Member Teri D'Amico.

The council discussed the process for hiring a new town manager, considering options like using a search firm or involving a resident with municipal experience to review resumes. They emphasize the importance of advertising in the right places and involving the community in the selection process.

11. **Discussion** and **Possible** action regarding installation of astroturf at the 98th Street Park at a cost not to exceed \$100,000. Sponsored by Council Member Stephanie Bruder and Council Member Molly Diallo.

Discussion took place regarding a proposal to install AstroTurf at a local park due to concerns about dogs getting sick from the current turf. The discussion highlights the need for better park maintenance and safety.

The discussion revolved around the installation of astroturf in a park, highlighting concerns about its suitability for public spaces, maintenance requirements, and cost. Alternatives like mulch and gravel are considered, but each has drawbacks. The conversation also touches on the need for proper drainage and temporary solutions like sod.

ACTION: Council Member Bruder made a motion to defer the matter for further research and consultation with Miami-Beach on the type of material they use.

ADJOURNMENT:

There being no further business the meeting adjourned at 9:55 p.m.

Isaac Salver
Mayor

ATTEST

Evelyn Herbello, MMC
Town Clerk



Town of Bay Harbor Islands

Organizational Town Council Meeting

MINUTES

April 9, 2025

6:00 PM

Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

Opening

Call to Order

Mayor Fuller called the meeting to order at 6:03 p.m.

Pledge of Allegiance

Roll Call of Members

Present: Mayor Joshua Fuller, Vice Mayor Isaac Salver, Council Member Stephanie Bruder, Council Member Rober Yaffe, Council Member Eric Rappaport, Council Member Molly Diallo, and Council Member Teri D'Amico.

1. Comments by Mayor Joshua D. Fuller.

Mayor Fuller recognized and commended Council Member Yaffe for over 30 years of dedicated service to the Town of Bay Harbor Islands. He was presented with a plaque in recognition of his outstanding service.

Mayor Fuller thanked his colleagues for allowing him to serve three years as mayor. He extended appreciation for the support and the assistance.

2. Acceptance of the Miami-Dade County Elections Department Certification of the April 1, 2025, General Election Results. Enclosed is a copy of the Certification Letter.

ACTION: Council Member Bruder made a motion to accept the certified results of the April 1, 2025 General Election. Council Member Diallo seconded the motion, and it passed unanimously on a poll vote.

At this time, Addyson Weinberg, student of Bay Harbor Island's Bright Paths Youth Development Program thanked the Town Council for everything. She presented her handprint to Council Members Stephani Bruder and Molly Diallo.

3. Administration of the Oath of Office to the elected Council Members by the Town Clerk.

Town Clerk Yvonne P. Hamilton administered the Oath of Office to Council Members Stephanie Bruder and Molly Diallo.

4. Distribution of Annual Salaries to the Town Council, pursuant to Section 2.06 of the Town's Charter.

Vice Mayor Salver made a motion for the Town Council to donate their salaries to Bay Harbor Island's Bright Paths Youth Development Program. Council Member Yaffe seconded the motion and all voted in favor.

At this time Mayor Fuller made a motion to designate Interim Town Manager Lindsley Noel as the permanent Town Manager subject to the item at the 7:00 p.m. meeting. Council Member Rappaport seconded the motion, and it passed unanimously on a poll vote.

5. Selection of a Mayor by the Town Council, pursuant to Section 2.02 of the Town's Charter.

Council Member Bruder made a motion to appoint Isaac Salver as Mayor. Council Member Robert Yaffe seconded the motion, and all voted in favor.

6. Selection of a Vice Mayor by the Town Council, pursuant to Section 2.02 of the Town's Charter.

Council Member Yaffe made a motion to appoint Council Member Stephanie Bruder as Vice Mayor. Council Member Diallo seconded the motion, and all voted in favor.

7. Administration of the Oaths of Office to the Mayor and Vice Mayor by the Town Clerk.

Town Clerk Hamilton administered the Oath of Office to Mayor Isaac Salver and Vice Mayor Stephanie Bruder.

8. Consideration and Approval of a Resolution appointing Yvonne P. Hamilton as Town Clerk. Enclosed is a copy of the proposed Resolution.

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

There was discussion about the disappointment with the recent General Election supervised by Town Clerk Hamilton. It was the consensus of the Town Council to defer the Town Clerk's reappointment for 90 days for evaluation.

ACTION: Council Member D'Amico made a motion to defer the Town Clerk's reappointment for 90 days. Council Member Yaffe seconded the motion, and all voted in favor.

9. Consideration and Approval of a Resolution appointing Greenspoon Marder LLP as the Town Attorneys. Enclosed is a copy of the proposed Resolution.

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

ACTION: Council Member Yaffe made a motion to appoint Greenspoon Marder LLC/Joseph Geller as Town Attorney. Council Member Diallo seconded the motion, and it passed unanimously on a call.

Administration of the Oath of Office to the Town Attorney and the Town Clerk by the Mayor.

Mayor Salver administered the Oath of Office to Town Attorney Geller and Town Clerk Hamilton.

10. Consideration and Approval of a request by Miami-Dade County League of Cities to designate a Director and an alternate Director to serve on the Board of Directors for a period of one year. Enclosed is a copy of the request.

ACTION: Council Member Fuller made a motion to appoint Council Member Yaffe as the Director and Council Member Diallo as the Alternate Director.

ADJOURNMENT:

There being no further business to discuss the meeting adjourned at 7:00 p.m.

ISAAC SALVER, MAYOR

ATTEST

EVELYN HERBELLO, MMC
TOWN CLERK



Town of Bay Harbor Islands

Regular Town Council Meeting

MINUTES

April 9, 2025

7:00 PM

Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

Opening

Call to Order

Mayor Salver called the meeting to order at 7:05 p.m.

Pledge of Allegiance

Roll Call of Members

Town Clerk Hamilton called the roll with the following members present.

Present: Mayor Isaac Salver, Vice Mayor Stephanie Bruder, Council Member Rober Yaffe, Council Member Eric Rappaport, Council Member Molly Diallo, Council Member Teri D'Amico and Council Member Joshua Fuller.

Mayor Salver welcomed Seth Salver, Vice Mayor of Bal Harbour Village.

SPECIAL PRESENTATION:

1. **BHIPD 2024 Officer of The Year**

Corporal Trinidad Gonzalez was recognized as Officer of the Year.

2. **BHIPD 2024 Civilian of The Year.**

Derek Vildosola, Support Services Administrator I, was recognized as Civilian of the Year. Mr. Vildosola was recognized for his behind-the-scenes contributions, especially in improving police department social media engagement and serving as

property and evidence clerk. His innovative approach and dedication were praised by the chief of police.

3. Employee of the month of February - Ayanidys Martinez

Mrs. Martinez was recognized by a committee of all department directors, recognized for over 26 years of service, calmness under pressure, and being an inspiration to colleagues.

A moment of silence was observed on the passing of Gay Royce, a former council member remembered for her cheerful demeanor, good ideas, and positive impact during her term.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Council Member Yaffe raised discussion about the current organization of early voting, which spans two full days. The council requested data on turnout for each day and will consider whether to maintain or change the process for future elections.

Mayor Fuller pulled Items 7 and 8 from the Consent Agenda.

Council Member D'Amico pulled Item 6.

TOWN MANAGER'S REPORT

Town Manager Lindsley Noel reported the following:

Upcoming events include the annual egg hunt on April 13th at 11 p.m. at Scott Winters (98th Street) Park, a mobile mammogram unit at the community center on April 18th at 8 a.m., and police department accreditation assessment from April 22nd to April 24th.

Demolition of the town hall municipal complex is underway and scheduled for completion by April 18th. He will be meeting with Brightview Landscaping to finalize bulb holdout designs.

Over 700 residents attended the recent town picnic, which was supported by the Broad Foundation. The event was considered a success and staff were thanked for their hard work.

Preparation for hurricane season, starting June 1st, is ongoing. All employees are being certified in CPR and first aid by April 14th through the American Red Cross Association, with the final session on April 14th.

Janai Pomales was introduced as the new deputy town clerk and will assist the clerk moving forward.

COUNCIL REPORTS:

Council Member D'Amico reported attending the Florida League of Cities in Tallahassee, discussing the potential elimination of property tax (affecting 400 towns), opposition to HB 943 (Live Local Act) regarding 45 towers of 40 stories at Bal Harbour Shops, and bill 1660 about FDOT control over Surfside lines.

Council Member Yaffe reported on his Travel to Tallahassee through the Florida League of Cities. He complimented town officials, employees, and the Broad Foundation for sponsoring the town's picnic. He advised the residents to take advantage of events like the egg hunt and movies. He also attended the Miami-Dade County League of Cities Board of Directors Meeting.

The importance of municipal advocacy at state and national levels was emphasized, including seeking grants, maintaining self-governance, and engaging with legislators on issues like the national flood program.

The Miami-Dade League of Cities meetings, held monthly in different towns, were highlighted as valuable for municipal collaboration and advocacy.

Council members and staff were commended for their multitasking and dedication, especially during community events like the picnic and annual activities such as movies, concerts, and the egg hunt event.

The recent town event was a success, with positive feedback from residents and staff praised for their efforts. The weather was favorable, and the event fostered community engagement and socialization away from digital devices.

Council members attended multiple League of Cities meetings, including the Miami-Dade County League of Cities, National League of Cities in D.C., and Florida League of Cities in Tallahassee, to advocate for Bay Harbor's interests and limit negative legislative impacts.

Efforts are ongoing to address local traffic issues through collaboration with FDOT, Miami-Dade County, and neighboring communities like Surfside and Bal Harbour, aiming to reduce congestion through joint action.

The council is actively pursuing grants and additional funding for the town, including meetings with the property appraiser's office and lobbyists such as Reuben Turnbull to support projects like the bridge and mental health initiatives.

There is a focus on supporting local businesses, with discussions about rejoining the Aventura Marketing Council to boost commerce as Kane Concourse revitalizes.

Congratulations were extended to Bob for 30 years of service, Josh for his year as mayor, and newly reelected council members. The importance of mentorship and positive campaigning was highlighted.

Early voting practices were discussed, with suggestions to reduce the number of days due to the taxing nature on candidates.

The police department's scooter ordinance received mixed feedback, with seniors and parents expressing support. Efforts to address pet waste issues, especially at 102nd and West Bay Harbor, were acknowledged.

The Bright Paths aftercare program was recognized as a model for success, drawing interest from other municipalities at the National League of Cities conference.

Mental health and wraparound services are a priority, with council members seeking grants and partnerships to expand offerings for residents.

Women's representation in Miami-Dade County elected offices stands at 35%, as noted at the Women's Leadership Breakfast in Doral.

The Town's Instagram page was praised for its effectiveness in promoting local businesses and engaging residents.

Preparations for hurricane season are underway, including plans for workshops, tree trimming, and resident outreach to ensure readiness.

PUBLIC COMMENT:

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

Kathleen Kennedy, 9180 West Bay Harbor Drive, raised concerns about the dog park, with \$675,346.09 reportedly spent and questioned the quality and appropriateness of the work done. She requested an investigation into the expenditure.

Dave Sanchez, 1080 94th Street, suggested standardizing QR codes at construction sites to ensure public access to site monitoring data, and suggested filming permits for development-related media activities. Mr. Sanchez expressed frustration over delayed mail and late arrival of News Waves, impacting communication and campaign efforts. He added that the Freebie shuttle service stopped transporting west past Broad Causeway,

disappointing many, especially Bay Harbor neighbors. After intervention, Freebee resumed westward service, but concerns remain about response times and the need for a third vehicle.

Discussion included the possibility and cost of adding a third Freebee car due to increased usage and longer wait times, with suggestions to explore ride-sharing technology and interlocal agreements with Bal Harbour and Surfside. Previous attempts to obtain interlocal agreements with Bal Harbour and Surfside failed, mainly due to Surfside's refusal.

Alternative transportation options, such as a minivan or reinstating a shuttle bus, were considered. However, previous shuttle bus costs were cited as \$650,000 to \$700,000 per year, making Freebee a more economical choice. Accessibility for seniors was also discussed, and it was stated that phone call options are provided for those without smartphones.

Adrienne Kuttner raised concerns about the process and fairness of exterior paint color permits. She received a courtesy violation and a 30-day extension after painting her home without a permit. The town's color palette rules, adopted in 2008, were clarified, and suggestions were made to update or communicate these rules more clearly. There was discussion about the need for clearer guidelines and communication regarding the town's color palette, with some council members unaware of the existing rules. The process for permit approval and the role of the design review board were also debated. Discussion took place on the need for permits for exterior work, with a plan to inform residents via the next newsletter. Proposal to vote at the next meeting to add new colors to the approved palette, with immediate and longer-term solutions considered.

Heidi Lieb, 2065 97th Street, raised concerns about ongoing parking shortages at Northern Star Condo, noting the loss of about five spots 12–14 years ago and worsening issues since the town hall was demolished. She requested temporary access to 4–6 parking spots during the 2–3 year construction gap, citing resident and landscaper difficulties.

Mayor Fuller clarified that the construction timeline for the old town hall site is shorter than 2–3 years, as ground must be broken before December 31, 2025 for grant purposes, making long-term parking solutions there unfeasible.

Concerns were raised about where landscapers park, and proper ticketing enforcement, especially on islands without swales, prompting discussion about ordinance intent and possible alternative parking solutions.

Rogelio Rodriguez, former volunteer basketball coach for 17 years, offered to help revive the Bay Harbor basketball program, which did not operate this year for the first time in 17 years.

Council Member Bruder expressed support for restarting competitive youth basketball.

Frances Neu hut, 1060 Kane Concourse, questioned the council's approval of the Bal Harbour Shops' \$550 million expansion (250,000 sq ft, completion in 2026) and the relocation of the Church by the Sea (approx. 90,000 sq ft, \$23 million alleged fraud), expressing concern over tax exemptions and lack of public hearing.

Former Mayor Linda Zilber attended via Zoom and congratulated the new mayor, vice mayor, and council members, expressing gratitude for their service and calling Bay Harbor Islands the best town in Florida.

COMMITTEE REPORTS:

There were no 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.)*

A motion was made by Council Member Yaffe to approve the consent agenda minus the items pulled, seconded by Vice Mayor Bruder. The motion carried unanimously.

4. **Consideration and approval** of a resolution revising Section 9-38 of Town Code, adjusting the monthly Solid Waste Fees and amending Budget Amendment No. 2 to the FY 2025 Budget adjusting the Solid Waste Fund. Enclosed are the Staff Memo and draft resolution.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING A RATE ADJUSTMENT FOR SOLID WASTE COLLECTION SERVICES BASED ON THE 2025 CONSUMER PRICE INDEX (CPI), IN ACCORDANCE WITH THE AGREEMENT BETWEEN THE TOWN AND COASTAL WASTE & RECYCLING; PROVIDING FOR BUDGET AMENDMENT NO. 2 TO THE FISCAL YEAR 2025 BUDGET ADJUSTING THE SOLID WASTE FUND; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY AND REPEALER; AUTHORIZING THE TOWN MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

5. **Consideration and Approval** of a Resolution approving a proposal (Change Order No. 1) from Chen Moore and Associates in the amount of \$63,520 to include the Block 11 Water Mains Design with the Block 11 Alleyway Design. Enclosed are the Staff Memo, the draft resolution, and the proposal.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING A PROPOSAL (CHANGE ORDER NO. 1) FROM CHEN MOORE

AND ASSOCIATES IN THE AMOUNT OF \$63,520 TO INCLUDE THE BLOCK 11 WATER MAINS DESIGN WITH THE BLOCK 11 ALLEYWAY DESIGN; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE.

Council Member Yaffe moved the item to the floor, and Council Member Rappaport seconded the motion.

ACTION: Council Member Yaffe made a motion to approve the resolution. Council Member Rappaport seconded the motion, and it passed unanimously on a poll vote.

6. **Consideration and Approval** of a resolution urging the Florida Department of Transportation (FDOT) to remove the crosswalk at the intersection of 96th Street and Harding Avenue in Surfside, Florida. Enclosed is the draft resolution. Sponsored by Mayor Joshua D. Fuller, Council Member Stephanie Bruder, and Council Member Robert Yaffe.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLAND, FLORIDA, URGING FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CONSIDER REMOVING THE CROSSWALK AT THE INTERSECTION OF 96TH STREET & HARDING AVENUE, IN SURFSIDE, FLORIDA; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.

Vice Mayor Bruder moved the item to the floor, and Council Member Diallo seconded the motion.

Discussion focused on traffic congestion caused by a crosswalk and signalization at a key intersection, with FDOT considering a four-month study before permanent removal. Residents noted traffic backups, especially from October through April, and urged a broader study including bus lanes.

ACTION: Vice Mayor Bruder made a motion to approve the resolution. Council Member Yaffe seconded the motion, and it passed 6-1 with Council Member D'Amico opposing.

7. **Consideration and Approval** of a resolution approving a contract with RedSpeed Florida LLC, under the Piggy-Back purchasing provisions, pursuant to section 2-1.2 (6) of the Town Code. Enclosed are the Staff Memo, draft resolution, and service agreement. Sponsored by Council Member Stephanie Bruder and Council Member Eric Rappaport.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING A SPEED

**DETECTION SYSTEMS CONTRACT WITH REDSPEED
FLORIDA LLC UNDER THE PIGGYBACK PURCHASE
PROVISION PURSUANT TO SECTION 2-1.2(6) OF THE TOWN
CODE; PROVIDING FOR INCORPORATION OF RECITALS;
PROVIDING FOR EXPENDITURE OF FUNDS; AND SETTING
AN EFFECTIVE DATE.**

Vice Mayor Bruder moved the item, and Council Member Yaffe seconded the motion.

The council considered and approved a resolution for a contract with Red Speed Florida LLC for traffic enforcement cameras, clarifying the contract term as four years (not five), and requiring that any costs for moving poles due to town projects be borne by the vendor, not the town. Concerns were raised about the placement of new poles for cameras, potential sidewalk clutter, and safety for pedestrians and skateboarders. The council requested contract language specifying that the equipment is not a utility and that pole locations be determined with town input. The goal is to have the camera system operational before the next school year due to past near misses involving children and a recent accident on West Bay Harbor Drive, prioritizing safety over aesthetic concerns. The council discussed the placement and appearance of traffic cameras, emphasizing safety for children and the community. Concerns included equipment load on poles, camera color, and the need for visual examples. The contract specifies RedSpeed receives the greater of 35% or \$39 per violation, with the town retaining the remainder

The amendment for a uniform four-year contract with RedSpeed was passed unanimously..

PUBLIC COMMENT

Dave Sanchez, 1080 94th Street, highlighted safety on 95th Street and the need for clear camera locations and images.

PUBLIC COMMENT CLOSED

Council Member Fuller stated that he is in favor of the program. He added that there is a plan to repave Kane Concourse, and he has an issue with people tripping. The cost would not be to the town if they had to move the system if the pavement was replaced. A study shows a key spot on Kane Concourse. The contract has conflicting terms of 4 and 5 years.

Mr. David from RedSpeed confirmed that when they apply for the permit it would be built into the contract that they will remove the poles at their own cost. They will coordinate with the Town engineer on the location of the pole.

There was discussion on camera placement at Bay Harbor Terrace and West Bay Harbor Drive (Purda Vida).

Language to be included stipulate that the pole is not utility.

The contract term should be uniformed.

Amend the contract term for four years with Red Speed understanding change in wording and bear cost of movement of the poles as well as specifying that it is not a utility pole. There was a question as to whether it would affect the Kayak park.

Discussion took place to make certain that the pole be on FDOT's right of way. There was concern that the existing poles are already packed and cannot hold anymore technology. A request was made to place the equipment on poles subject to approval by the Town Engineer.

The council considered and approved a resolution for a contract with Red Speed Florida LLC for traffic enforcement cameras, clarifying the contract term as four years (not five), and requiring that any costs for moving poles due to town projects be borne by the vendor, not the town. Concerns were raised about the placement of new poles for cameras, potential sidewalk clutter, and safety for pedestrians and skateboarders. The council requested contract language specifying that the equipment is not a utility and that pole locations be determined with town input. The goal is to have the camera system operational before the next school year due to past near misses involving children and a recent accident on West Bay Harbor Drive, prioritizing safety over aesthetic concerns. The council discussed the placement and appearance of traffic cameras, emphasizing safety for children and the community. Concerns included equipment load on poles, camera color, and the need for visual examples. The amendment for a uniform four-year contract with RedSpeed was passed unanimously. The contract specifies RedSpeed receives the greater of 35% or \$39 per violation, with the town retaining the remainder.

PUBLIC COMMENT

Dave Sanchez, 1080 94th Street, highlighted safety on 95th Street and the need for clear camera locations and images.

PUBLIC COMMENT CLOSED

8. **Consideration and Approval** of a resolution approving a Proposal in the amount of \$121,875.00 (\$60,760 for Permitting and \$61,115 for Designs) from Chen Moore and Associates to Design the Kayak Park at 9600 West Bay Harbor Drive.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING A PROPOSAL FROM CHEN MOORE AND ASSOCIATES TO DESIGN THE KAYAK PARK AT 9600 WEST BAY HARBOR DRIVE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE.

Council Member Yaffe moved the item to the floor, seconded by Vice Mayor Bruder.

Council considered and amended a resolution for a design proposal at 9600 West Bay Harbor Drive, initially totaling \$121,875 (\$1,760 for permitting, \$61,115 for design). Instead, they authorized the manager to spend up to \$75,000 each for design and permits, emphasizing internal work and cost savings.

Debate arose over the park's focus, with some advocating for a general water access park (not just kayak-focused) and concerns about kayak storage, aesthetics, and potential misuse. The council agreed storage and design specifics would return for further review at the 30% schematic design stage.

The motion carried with a 7-0 vote.

9. **Consideration and Approval** of a resolution designating authorized signatories with Mellon Bank for the town investment accounts. Enclosed is the draft resolution.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, UPDATING THE AUTHORIZED SIGNATORIES FOR THE TOWN'S INVESTMENT ACCOUNTS HELD WITH MELLON BANK, N.A.; PROVIDING FOR INCORPORATION OF RECITALS AND AN EFFECTIVE DATE.

Approved on consent.

ORDINANCES ON SECOND READING:

ORDINANCES ON FIRST READING:

10. **Consideration and Approval** of an ordinance on First Reading amending Chapter 17 of the Sign Code, by retitling Section 17-2 from Indoor Signs to Indoor Signs and Window Signs. Enclosed are the Staff Memo and the proposed ordinance. Sponsored by Council Member 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.

First reading of an ordinance amending Chapter 17 of the sign code was considered, focusing on window and indoor signs. Issues included proportionality of sign size to window size, maximum allowable coverage (e.g., 50% or 80%), and the need for schematic examples for the second reading. There was also discussion about prohibiting neon signs or requiring them to be set further back.

Shop owners expressed concerns about inconsistent enforcement and fines for signage, especially regarding hours of operation and sale signs. Suggestions included providing a cheat sheet for new businesses and clarifying rules to avoid confusion and unnecessary citations.

A motion was made by Vice Mayor Bruder to provide schematic examples of window signage at 50% coverage for the next reading and to consider a maximum size limit to prevent oversized signs. Amendments to prohibit or restrict neon signs were also discussed, seconded by Council Member Yaffe.

Discussion focused on amending sign regulations, specifically banning neon signs and clarifying setback requirements. The initial proposal of 18 inches was challenged, with suggestions to increase it to 36 inches, but ultimately the code's existing five feet (5 feet) setback was reaffirmed. Grandfathering of existing nonconforming neon signs was debated, with consensus that unlawfully installed signs should not be grandfathered. Concerns were raised about enforcement, paper coverings, and nonconforming uses on Kane Concourse.

The votes on the amendments passed 7-0.

DEFERRED ITEMS:

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

11. **Consideration** and **Approval** of the 2025/2026 Budget Preparation Calendar. Enclosed is the proposed schedule provided by the Interim Town Manager.

The council discussed rescheduling the 2025-2026 budget preparation calendar meeting from July 23rd due to member unavailability, ultimately agreeing on July 29th, 2025. The adoption of the tentative millage rate must occur by early August 2025.

12. **Consideration** and **Approval** of an award of contract to Momentum Marketing Group Corp, under RFP No. 1-1026-GM-2025/FVR, for the organization and production of the Bay Harbor Islands Art Festival. Enclosed are the Staff Memo and proposal.

The council considered and unanimously approved awarding the Bay Harbor Islands Art Festival contract to Momentum Marketing Group Corp. under RFP 1-

1026 (GM-2025-FVR), with discussions about festival goals, costs, and event structure. There was debate over the festival's cost, with figures cited as \$225,000, \$25,000, \$280,000, and \$178,000. The finance director clarified the actual all-in cost for the previous year was \$178,000, not \$280,000. Discussion continued on the festival location, preferring Kane Concourse for visibility and business engagement, and considered moving the children's area to a larger field or parking lot for more robust activities. Concerns were raised about insufficient advertising, the value received for the expenditure, and the need for more diverse arts and performances, including more involvement from local schools and the PTA. Momentum Marketing Group Corp. explained their \$110,000 budget for the last festival, noting they came in under budget except for unforeseen safety and site issues. They highlighted challenges with the new location and reduced sponsorship and artist participation. Suggestions included making the festival a week-long event, incorporating more cultural arts, food, and performances, and possibly introducing revenue sharing with the town. There was also discussion about extending festival hours and improving evening programming. The council compared their festival to Art Deco Weekend, noting differences in scale and audience, and emphasized the importance of supporting local businesses and maximizing community participation. Discussion centered on planning the upcoming festival, with a focus on holding it over MLK weekend (Sunday and Monday) to maximize sales and community participation. Concerns were raised about security, artist participation, and the need for more kid-friendly and community-focused activities. Booth fees were confirmed at \$400 or \$425, with notable turnover between years two and three. Revenue sharing with the town was discussed, but no fixed numbers were set due to unpredictable costs like gas prices. The council debated whether to maintain the event as a strict art festival or shift toward a broader community event with less emphasis on fine art and more activities for children and families. The importance of balancing artist sales, vendor profitability, and resident satisfaction was highlighted. The need for transparency and collaboration with town officials, especially regarding security and logistics, was emphasized.

A motion was made Council Member Fuller, seconded by Council Member Rappaport to authorize the town manager to negotiate terms for the festival with input from all council members, aiming to bring a proposal back for the next meeting. The process included public comment and emphasized the need for timely decision-making due to event planning timelines. Motion passed unanimously.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

DISCUSSION ITEMS:

13. **Consideration and Approval** of a resolution concerning Town Council Public Comment Rules of Procedures and Decorum. Choose one of the following alternatives. Option A Sponsored by Council Member Yaffe and Council Member Bruder. Option B sponsored by Vice Mayor Isaac Salver.

Note-Amendments are permitted.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
BAY HARBOR ISLANDS, FLORIDA, AMENDING
RESOLUTION NO. 2345 REGARDING TOWN COUNCIL
PUBLIC COMMENT RULES OF PROCEDURE AND
DECORUM; PROVIDING FOR INCORPORATION OF
RECITALS AND AN EFFECTIVE DATE.**

Debate occurred over two options (A and B) for amending public comment rules at council meetings. Both options consolidate public comments at the start of meetings, with Option A allowing three minutes per speaker and Option B allowing up to two minutes per item, not exceeding eight minutes total. The council favored a streamlined process but wanted to ensure all voices could be heard. No final decision on the exact time limit was made during this session.

The council discussed public comment procedures, deciding that speakers will have three minutes, with the mayor's discretion to extend up to five minutes if multiple agenda items are addressed. Ordinance hearings and second readings remain at two minutes per speaker.

A motion was made by Vice Mayor Bruder, seconded by Council Member Rappaport that speakers will have three minutes, with the mayor's discretion to extend up to five minutes if multiple agenda items are addressed. Ordinance hearings and second readings remain at two minutes per speaker. . The motion passed 6-1 with Council Member Fuller voting in opposition and is effective immediately as of May 11, 2025.

14. **Consideration and Approval** of appointment of Interim Town Manager Lindsley Noel to Town Manager and authorizing the Town Attorney to enter into contract negotiations with the Town Manager. Sponsored by Mayor Joshua D. Fuller and Council Member Stephanie Bruder, Council Member Teri D'Amico, and Council Member Robert Yaffe.

A motion was made by Council Member Fuller to appoint Lindsley Noel as Town Manager, seconded by Vice Mayor Bruder. The motion carried with a 7-0 vote.

Town Manager Noel thanked the council for their support and trust and is excited to step into this new role.

15. **Discussion and Possible** action regarding 1177 Kane Concourse Improvement Agreement. Sponsored by Council Member Stephanie Bruder.

Graham Penn, attorney representing the developer, provided a summary of the item.

Discussion took place among the council regarding the type of work that was going to be performed.

Frances Neuht, 1060 Kane Concourse, raised concerns about issuing a building permit without unity of title for all folio numbers, which could affect impact fees for commercial vs. residential uses.

A motion was made by Vice Mayor Bruder, seconded by Council Member Yaffe to agree to a maximum of 6:00 am to 9:00 pm, Monday through Friday and 8:00 am to 9:00 pm on Saturdays subject to the Town Manager's approval which is to be done on a monthly basis. The motion carried with a 5-2 vote with Mayor Salver and Council Member Rappaport voting in opposition.

16. **Consideration and Approval** of a resolution approving the proposed Action Plan for amending the Town of Bay Harbor Islands Comprehensive Plan. Enclosed are the Staff Memo, draft resolution, Action Plan, 2009 Comprehensive Plan Review, and Letter from Bureau Planning & Growth. Sponsored by Council Member Teri D'Amico

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
BAY HARBOR ISLANDS, FLORIDA, APPROVING THE
PROPOSED ACTION PLAN FOR AMENDING THE TOWN OF
BAY HARBOR ISLANDS COMPREHENSIVE PLAN;
PROVIDING FOR INCORPORATION OF RECITALS, AND
SETTING AN EFFECTIVE DATE.**

The council reviewed and approved a resolution to amend the Town of Bay Harbor Islands' comprehensive action plan, noting that the town is five years behind on sustainable planning. The plan includes a detailed time frame and schedule to guide future actions. The resolution passed unanimously.

17. **Discussion and Possible** action regarding hours of operation of the large and small dog park and reconfiguration of the 92nd Street Park along with some general improvements, in an amount not to exceed \$50,000. Enclosed are the Staff Memo, draft resolution, and proposal. Sponsored by Council Member Teri D'Amico.

The council approved improvements to the 92nd Street Dog Park, including enlarging the large dog area, moving fencing, installing a water fountain, and addressing mud issues, with a budget not to exceed \$50,000. Further discussion on park hours was deferred to a future meeting.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

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

This item was deferred.

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

This item was deferred.

20. **Discussion** and **Action** on scheduling a date, within the next 30 days, for a Land Planning Agency Meeting/Workshop to begin the process to amend the Town of Bay Harbor Islands Comprehensive Plan, pursuant to Section 23.42 of the Town Code. Sponsored by Council Member Teri D'Amico

ADJOURNMENT:

There being no further business the meeting adjourned at 10:58 p.m.

Isaac Salver
Mayor

ATTEST

Evelyn Herbello, MMC
Town Clerk



Town of Bay Harbor Islands

Town Council Meeting

MINUTES

May 14, 2025

7:00 PM

Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

Opening

Call to Order

Mayor Isaac Salver called the meeting to order at 7:14 p.m.

Pledge of Allegiance

The Bay Harbor Explorers led the pledge of allegiance.

Roll Call

Town Clerk Hamilton called the roll with the following members present:

Present: Mayor Isaac Salver, Vice Mayor Stephanie Bruder, Council Member Teri D'Amico, Council Member Molly Diallo, Council Member Robert Yaffe, Council Member Joshua Fuller, and Council Member Eric Rappaport.

Special Presentations

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

Council Member Diallo presented the Rookie Teacher of the Year to Ms. Abeer Ibrahim. She read Ms. Ibrahim's biography.

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

Council Member Diallo presented the 2026 Teacher of the Year to Ms. Alyson Somers. She read Ms. Somer' biography.

Requests for Withdrawals, Deferments and Future Agenda Items

Town Attorney Geller requested to defer Item No. 7 (Appointing the Special Master).

Town Manager's Report

Town Manager Noel presented his report and announced some of the upcoming events. He welcomed new town employees; he announced that the Police Department was recommended for reaccreditation with no conditions. On a more somber note, he announced the passing of Rabbi Lipskar and what he meant to the community.

Council Reports

Council Member D'Amico announced that she attended the Bike Rodeo and thanked the Police Department for a great event. She added that she is working with Surfside on a grant that will help determine paths that they can use between the towns. She asked the administration to advertise the Miami Shores pool throughout the summer and the possibility of having a shuttle once a week. She attended the Parks and Recreation Committee meeting, and she believes that they may need assistance in what their role is. She announced that she will be attending the PBA Gala.

Council Member Yaffe attended the monthly Miami-Dade County League of Cities where the executive board was sworn in. He attended the pizza with the police event and announced that the Miami-Dade League of Cities Gala will be in June.

Council Member Fuller attended the egg hunt, which was a great event. He attended the pizza with the police which was very well attended. He spoke about the swimming lessons at the Surfside pool and in his conversations with the Mayor and Vice Mayor, they agreed for beginners' lessons to take place.

Mayor Salver inquired if the Town Manager received any correspondence regarding CPR classes.

Town Manager Noel responded that they will be working with the neighboring agencies to provide CPR lessons prior to the Summer.

Council Member Fuller continued to provide his report. He spoke about the monies coming from Tallahassee and that they are doing everything they can to avoid becoming a casualty with the issues happening in the Senate.

Council Member Rappaport spoke about the passing of Rabbi Lipskar. He wished a Happy 75th Birthday to Bay Harbor Islands and he hopes they can celebrate the occasion. He congratulated the Police Department on their reaccreditation. He thanked the administration for being in contact with the state representatives as he had a meeting with

Senator Pizzo and State Representative Basabe and they were very informed about the Town's needs.

Council Member Diallo announced that she also attended the pizza with the police. She requested to invite the children from the children's trust program for the CPR classes. She will be attending the PBA Gala as well.

Vice Mayor Bruder thanked Mr. Jacobi for an amazing achievement as his program was nominated for a Children's Trust award. She added that she spoke with the school principal and that the children have skyrocketed in their exams scores. She added that Mr. Jacobi should be very proud of his staff. She spoke about hurricane season and how they are preparing.

Mayor Salver congratulated the police department on their reaccreditation without conditions. He also attended the egg hunt, the pizza with the police, the Aventura Mayor's event, and the Champion for Children's Event. He stated that this upcoming Thursday he will be meeting with the Bal Harbour and Surfside Mayors to discuss traffic issues, and he will report back next month.

Public Comments

Dave Sanchez asked for the status of some legislation. He spoke regarding the Town's appropriations requests. He spoke regarding the Design Review meetings and how there are residents that are not receiving proper notice.

Frances Neuhut spoke about the Church by the Sea and how they are a 501C3 and the leasing of some spaces within the business district. She spoke about Bal Harbour Shops and what their goal is regarding extra retail spaces.

Ken Eskin asked if there is any way to better coordinate with the street sweeper cleaner.

Town Manager Noel responded that they are on a set schedule, he will confirm with the Public Works Director.

There was a brief conversation regarding the construction site debris, the street sweeper schedule, and code compliance to site the projects if workers are not picking up after themselves.

Town Manager Noel spoke about parking plans that he is working on to update their technology.

John Smith spoke about construction hours and the possibility of reducing those hours. He spoke about the population growth in the town.

Online Public Comment – Jay Prichet spoke in favor of item 10.

Stacey (last name not provided) spoke on items 10 and 13.

There was a clarification regarding the new public comment rules.

Council Member Yaffe announced that the Miami-Dade County Bar Association Condominium subcommittee will be having a workshop on Tuesday, June 10, 2025, at 6 p.m. to speak about new condominium legislation. He spoke about some of the bills that were adopted.

Mayor Salver announced that he will be taking agenda item 10 out of order to accommodate the Vice Mayor that will be departing early.

Committee Reports

There were no committee reports.

Consent Agenda

A motion was made by Vice Mayor Bruder to adopt the consent agenda, seconded by Council Member Yaffe. The motion carried with a 7-0 vote.

Council Member Yaffe requested an update regarding the policies and procedures.

Vice Mayor Bruder responded that the administration is currently working on it.

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)

Adopted on Consent

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)

Adopted on Consent

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.

Adopted on Consent

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)

Adopted on Consent

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)

Item was removed from the agenda by Town Attorney Geller.

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.

A motion was made by Council Member Yaffe to defer this item, seconded by Vice Mayor Bruder. The motion carried with a 7-0 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

Town Clerk Hamilton read the title of the ordinance into the record.

A motion was made by Council Member Yaffe to approve the ordinance on first reading, seconded by Council Member D'Amico.

Council Member Yaffe introduced the item to the council.

Council Member Fuller stated he is not sure how under the current ordinance any of the equipment that is being placed now is within code.

There was a brief discussion on the item.

The motion carried 6-0 vote with Vice Mayor Bruder absent.

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 Fuller. Enclosed is the proposed ordinance.

Town Clerk Hamilton read the title of the ordinance into the record.

A motion was made by Council Member Fuller to approve the ordinance on first reading with some amendments, seconded by Vice Mayor Bruder.

Vice Mayor Bruder introduced the item to the council. She provided some visuals.

Town Planner Belle spoke on the item and provided a PowerPoint presentation regarding the noise on the court.

Council Member Fuller suggested the following amendments:

Section 26 (c) - remove the 10 feet in height requirement and add "guidelines set forth by the International Padel Federation". He also requested on the next line, to remove "all chain link fencing" and add "any such materials used for either tennis or padel shall be compliant with their respective federation guidelines". He added that on the "notwithstanding the foregoing padel "shall" instead of "may" incorporate clear tempered glass..."

Section 26 (c) (6) – where it states USTA for tennis courts and by the international padel federation for padel courts. He would like that sentence to continue "in effect at the time of the initial permitting application."

Town Planner Belle requested clarification regarding the fencing height.

There was a brief discussion regarding lighting, and hours.

Vice Mayor Bruder accepted Council Member Fuller's amendments.

The motion carried 6-1 vote with Council Member D'Amico voting in opposition.

Vice Mayor Bruder left the meeting at approximately 8:15 p.m.

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.

Council Member Yaffe spoke on the item and stated that they enacted this ordinance after they did all the streets to provide that if the multi-family residential buildings wanted to restrict parking to residents only, they could enter into this license agreement. He added that the town will be responsible for maintaining the parking areas including the curbs, striping the parking spaces and they have not done any of those since this ordinance took place. He added that if they are going to increase the fees, the town should fulfill its obligation.

Mayor Salver mentioned that the community enhancement's project was 25 years ago to put things in perspective.

Council Member Fuller agrees that it needs to be modernized. He would like to know how much it is going to cost the town per individual spot to maintain. He believes that they should charge for the cost.

Council Member Rappaport agrees that they should have a cost analysis.

Council Member D'Amico added that to obtain a cost analysis they will have to get a survey done to find out how many parking spots there are.

A motion was made by Council Member Fuller to bring it back in June with a cost analysis.

Mayor Salver stated that this item has been deferred.

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

Council Member D'Amico introduced the item. She would like to know what each member of the council is working on.

They agreed to speak about this item during the upcoming retreat.

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

A motion was made by Council Member D'Amico to defer this item, seconded by Council Member Yaffe. The motion carried with a 6-0 vote with Vice Mayor Bruder absent.

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

Council Member Fuller introduced the item to the council.

There was a brief discussion amongst the council regarding the agreement, the services they provide, and the cost.

A motion was made by Council Member Fuller to approve the item and stated that this is a way to get something back, the cost went down, and they get to promote the town, seconded by Council Member Yaffe.

Mayor Salver has a hesitation committing to a three-year term. He asked staff if the list has services that are excluded and if they have resources to do the things that they used to do, but now the staff will have to do.

Town Manager Noel responded that by looking at the list, most of the things that are no longer there were done by them.

Council Member Diallo asked how much the town previously spent in the marketing of the art festival.

Town Manager Noel responded that they do have the cost but do not have it available at the moment. He spoke about starting the event on a Saturday instead of a Friday like before.

There were some questions posted to the representative from Momentum group.

The motion carried with a 6-0 vote with Vice Mayor Bruder absent.

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

Council Member D'Amico introduced the item.

Council Member D'Amico made a motion to amend the dog park hours, seconded by Council Member Yaffe.

Council Member Fuller would like to make sure that safety wise the town is safe to walk at night. He will support the item as long as they do not start receiving complaints about dogs barking early in the morning or late at night.

The Council would like to make sure that all the lights are working.

Town Manager Noel stated that they suggested enhancing the lighting around that area and they are thinking about maybe adding some solar lights.

The motion carried with a 6-0 vote with Vice Mayor Bruder absent.

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

Council Member D'Amico introduced the item.

A motion was made by Council Member D'Amico to approve the item.

There was a conversation regarding the item amongst the council. They spoke about the fact that the town does not own the courts. They spoke about the proposed days and hours.

There was no second to move the item forward.

ADJOURNMENT

There being no further business to discuss before the Council, a motion was made by Council Member Fuller to adjourn the meeting at 9:24 p.m.

Accepted this _____ day of _____, 2025.

Isaac Salver
Mayor

Attest:

Evelyn Herbello, MMC
Town Clerk



Town of Bay Harbor Islands

Regular Town Council Meeting

MINUTES

June 11, 2025

7:00 PM

Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

Opening

Call to Order

Mayor Isaac Salver called the meeting to order at 7:06pm

Pledge of Allegiance

The Montelogo family led the pledge of allegiance.

Roll Call

Deputy Town Manager Evelyn Herbello called the roll with the following members present:

Mayor Isaac Salver, Vice Mayor Stephanie Bruder, Council Member Teri D'Amico, Council Member Robert Yaffe, Council Member Joshua Fuller, and Council Member Eric Rappaport.

Absent: Council Member Molly Diallo.

Also Present: Town Manager Lindsley Noel

Special Presentation

Mayor Salver suggested that they defer the proclamation presentation for Rabbi Lipskar's family in order to do it together with Miami-Dade County Commission.

1. Presentation of the Town's Comprehensive Financial Report (CAFR) for the year ending in September 30, 2024.

Brandon Lopez, Town Auditors presented the Annual Comprehensive Financial Report to the Town Council.

2. Recognition of Ruth K. Broad Student of the Year for 2024-2025

Mayor Salver presented the Student of the Year Award to Noyemi Ataca.

Town Attorney and School Representative Joseph Geller congratulated Noyemi Ataca on her award.

3. Presentation by Commissioner Vildostegui, Surfside

Town of Surfside Commissioner Vildostegui stated that he was attending as a neighbor and not necessarily as the voice of the Town of Surfside Commission. He requested support from the Town of Bay Harbor Islands for the Safe Streets for All grant that he is working with Town staff to obtain. He asked for a letter of support if it is the council's wish.

The Town Council expressed their concerns about the relationship between Surfside and its neighboring communities.

4. Recognition of Employee of the Months of March, April, and May

Town Manager Noel recognized those employees that went above and beyond. The Town Council recognized the employees of the month of March – Shanika Augustin, the month of April – Yusnielkys Palacio, and the month of May – Juan Hernandez.

Requests for Withdrawals, Deferments and Future Agenda Items

Council Member Fuller requested to pull item 9 (Consideration and Approval of a Resolution for the Ninth Extension of the Lease Agreement between Sunshine Gasoline Distributors, Inc.) from the consent agenda.

Town Manager's Report

Town Manager Noel presented his report and announced some of the upcoming events.

Council Reports

Council Member Rappaport congratulated staff that was involved in obtaining the \$1 million dollar grant from the state. He spoke about the Town's retreat and the upcoming town branding. He continued to speak about his attendance at the 30-day ceremony for Rabbi Lipskar's memorial and he would like to include the important contribution that Rabbi Lipskar had in Bay Harbor Islands. He addressed the landscaping that just occurred. He stated that the council was not made aware of the changes and requested some communication from the administration. He addressed safety concerns regarding young drivers driving around town.

Vice Mayor Bruder spoke about the retreat. She spoke about the cars zipping by and how they should slow down. She addressed the hurricane season and implored all residents to prepare.

Council Member D'Amico spoke about the parks and the improvements. She also spoke about the retreat and how productive it was. She stated that she will be working during the summer on every corner in town. She continued to speak on some projects she would like to bring back.

Council Member Yaffe congratulated the administration on the grant obtained from the state. He stated that he attended the Miami-Dade League of Cities Gala. He addressed the retreat and how the members of the public were invited to attend as it was publicly noticed. He addressed the landscaping, the police accreditation, and the new condominium laws that will affect everyone throughout the state.

Council Member Fuller congratulated the administration on obtaining the grants and thanked State Representative Fabian Basabe and State Senator Shevrin Jones for all their help. He stated that he will be attending the police accreditation ceremony. He addressed the hurricane season and stated that the town will do everything they can to assist its residents. He spoke about the retreat and how it provides the ability for the council to discuss the best course of action for the municipality. He spoke about the coordination with the neighboring cities regarding the traffic lights and walkway off Harding Avenue and 96th Street in Surfside. He spoke about the planned absence of the Town Clerk. He explained how he received a packet attached to a memorandum she wrote that was insulting and full of false statements. He went on to explain everything he had done to ensure she stayed out of trouble. He stated that he had a meeting with her, and the town manager and the deputy town manager and told her that she did not tell the truth to the members of the council.

Mayor Salver believes that she sent an apology memo.

Council Member Fuller continued to state that the duty of a Town Clerk is to prepare minutes, so that they can look back and see what happened. He added that for a period of a year and half there has been a significant issue where he reads the minutes cover to cover and they have been completely inaccurate, there are incomplete sentences or even the council member's information is incorrect. He stated that he has pulled the items every single time because they need to be fixed. He added that he added post it notes to the minutes and Ms. Hamilton was supposed to amend them, but instead she requested that he provide his comments to her deputy. However, when the minutes came back, there were no amendments to the minutes, because the deputy had misplaced the amendments. He explained how he addressed the issue with the clerk, and he read the minutes all over again and provided them to the clerk again and a few months later the minutes were still not amended, which is the meeting where she was reprimanded. He spoke to her once again and stated that he would read those minutes again and he offered

to come in for her to correct the record one by one. Ms. Hamilton agreed but no changes were made.

Vice Mayor Bruder spoke about the April meeting and the discussion they had about the town not complying with their minutes. She added that they are approximately two years behind and that she spoke to the Town Manager to bring a company in to assist.

Mayor Salver asked if there is a course of action that Council Member Fuller would like the council to take to into account and if he could state it. He doesn't believe that it is fair to speak about the clerk's shortcomings when she is unable to defend herself.

Some members of the council stated that it was her choice to be absent tonight from the meeting.

Council Member Fuller added that he has supported the Clerk all along, but she no longer has his support.

A motion was made by Council Member Fuller to terminate Town Clerk Yvonne Hamilton, seconded by Vice Mayor Bruder.

Mayor Salver spoke about the hiring and firing protocol of the council. He sought a legal opinion from Town Attorney Geller related to the vote.

Mayor Salver asked for a friendly amendment to give the clerk an opportunity to make her exit smoother.

Council Member Yaffe added that if she is terminated there is no resignation opportunity.

Council Member Fuller continued to reiterate what took place.

There was further discussion among the council on the item and Town Attorney Geller stated that all charter officials work for the Town Council.

Mayor Salver stated that he will take the vote after public comments so that the public gets an opportunity to speak about this item if they choose to.

Council Member Yaffe asked Council Member Fuller if he informed the clerk that he was going to make a motion to terminate her during this meeting.

Council Member Fuller stated that he told the clerk that he was going to call her out during the meeting because she had lost his support and possibly the entire council's support.

Vice Mayor Bruder stated that this is not coming out of the blue because they had this conversation during prior meetings/occasions.

Town Attorney Geller stated that the council has discretion. He stated that since it is a matter that can be placed on an agenda for due process, he would suggest providing due notice and an opportunity for the individual to be present. He continued to state that he is not telling the council that they cannot move forward but that it is preferable to notice to allow due process.

Mayor Salver stated that he will come back to this item after public comments.

Ayellet Black (Deputy Consul General of Israel) thanked the council for creating a sister city relationship with Eshkol Regional Council. She highlighted the importance of cultural and educational exchange and emphasized support during Israel's challenging times.

City of Hallandale Commissioner Annabelle Lima-Taub discussed post-October 7th support for Israel. She noted 85% increase in American Jewish support for Israel and encouraged support for the sister city relationship.

Sunny Isles Beach Mayor Larisa Svechin commended the Council on the one million dollars for the bridge. She spoke in support of the sister city initiative and highlighted the importance of identifying the less known Israeli regions. She continued to speak about her upcoming personal trip to Israel.

Frances Neuhut spoke regarding the public comment rules and how she feels about them. She addressed telephone poles in the public right-of-ways and how they are an eyesore. She questioned undergrounding of utilities within the town.

Sue (last name not provided) stated that she appreciates all the park improvements. She requested reinstating pickleball courts, and mentioned how existing tennis courts could be converted. She suggested a fall startup for pickleball.

Members of the council addressed the pickleball issue and the fact that the town does not own the courts the speaker is referring to. They are owned by the School Board.

Dave Sanchez discussed issues with some development sites. He spoke about the community meeting scheduling. He further asked about the status of the hiring of the building official. He spoke and addressed various agenda items.

Gal (last name not provided) spoke about all the lives lost in her village in Israel during the October 7th attacks.

Members of the Town Council responded to comments made during public comments.

Mayor Salver closed the public comment section.

Council Member Rappaport spoke regarding the historical items that are being moved and he would like to create a historical/heritage committee of residents to see what can be saved for the new Town Hall to have some sort of museum.

There was a brief discussion on the issue and the possibility of opening it up to outsiders as well who may have photos.

Mayor Salver reconvene to the Town Clerk motion.

Council Member D'Amico thanked Council Member Fuller for taking the time to read through the minutes because she was frustrated. She believes that there should be some kind of process. She added that she will not vote for it, but she does understand what Council Member Fuller has stated and understands him.

Deputy Town Manager Herbello called the question and the motion carried 4-2 with Council Member D'Amico and Council Member Yaffe voting in opposition.

Town Attorney Geller stated that the council should appoint an interim clerk.

A motion was made by Vice Mayor Bruder to appoint Deputy Town Clerk Pomales as the Interim Clerk, seconded by Council Member D'Amico. The motion carried with a 6-0 vote.

Committee Reports

There were no committee reports.

Consent Agenda

A motion was made by Vice Mayor Bruder to adopt the Consent Agenda minus Item No. 9. (Consideration and Approval of a Resolution for the Ninth Extension of the Lease Agreement between Sunshine Gasoline Distributors, Inc.), seconded by Council Member Yaffe. The motion carried with a 6-0 vote.

Item 9: Consideration and Approval of a Resolution for the Ninth Extension of the Lease Agreement between Sunshine Gasoline Distributors, Inc. and the Town of Bay Harbor Islands to September 30, 2025, for operation of a motor fuel service station and convenience store at 1501 Broad Causeway, Bay Harbor Islands, Florida. Enclosed are the draft Resolution and the Lease Extension agreement that call for a 5% increase to the rent, on a monthly basis from the previous rental payment. (Town Manager)

A motion was made by Vice Mayor Bruder to approve the item, seconded by Council Member Yaffe.

Town Attorney Geller explained the item to the Town Council. He added that the agreement runs out at the end of the month.

The council discussed the temporary 90-day extension.

Council Member Fuller spoke about the reasons why they have been extending the lease because with the plans for the new bridge they may have to take a piece of the property. He added that they need the plans prior to getting into a longer lease. He stated that there were two questions, one if they can negotiate a raised fee and two if they are allowed to do this without an RFP.

Town Attorney Geller confirmed that such short-term extensions with rent increases were acceptable, and the lease would include a 5% monthly increase in rent for a short period of time.

Council Members explored the possibility of a future appraisal of the property's rental value but ultimately focused on maintaining flexibility for both the town and the tenant.

There was a brief discussion about the rationale behind the extension until the end of September and the need to avoid long-term commitment until the bridge project details are finalized.

The motion carried with a 6-0 vote.

State Representative Fabian Basabe called in via zoom to speak on the bridge funding.

Members of the Council thanked State Representative Fabian Basabe for all of his help.

State Representative Fabian Basabe added that he reached out to the superintendent and he made sure that there was a technician at the Ruth K Broad K-8 Center school every single day for the last several weeks to do system checks. He added that he has received a lot of phone calls from parents and that they will get to the bottom of it and they will take care of the school.

Vice Mayor Bruder stated that last year the school board approved adding chillers to that school and asked him to inquire as to what happened to that approval.

State Representative Fabian Basabe responded that they will get the resources they need for their schools.

ORDINANCES ON SECOND READING

Item 12. Consideration and Approval of an Ordinance on Second 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

Town Manager Noel introduced the item and Deputy Town Manager Herbello read the title of the ordinance into the record.

A motion was made by Council Member Yaffe to approve the ordinance on second reading, seconded by Vice Mayor Bruder.

Council Member Rappaport asked about a dish network satellite, or a split unit.

There was a brief discussion regarding the mechanical equipment on second floors.

There were no public speakers on this item.

The motion carried with a 6-0 vote.

13. Consideration and Approval of an ordinance on Second 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 are the proposed Staff Report, supporting documents, and proposed ordinance.

Town Manager Noel introduced the item and Deputy Town Manager Herbello read the title of the ordinance into the record.

A motion was made by Vice Mayor Bruder to approve the ordinance on second reading, seconded by Council Member Rappaport.

Council Member Fuller made corrections on section 26C on page 3.

Vice Mayor Bruder thanked Town Planner Belle for assisting them in correcting everything.

There were no public speakers on this item.

The motion maker and the second moved it with Council Member Fuller's correction. The motion carried with a 6-0 vote.

ORDINANCES ON FIRST READING

Item 14. Consideration and Approval of an ordinance on First Reading amending Chapter 7½ of the Town Code pertaining to Flood Damage Prevention. Enclosed are the Staff Memo and proposed ordinance. (Town Manager)

Town Manager Noel introduced the item and Deputy Town Manager Herbello read the title of the ordinance into the record.

A motion was made by Council Member Yaffe to approve the ordinance on first reading, seconded by Council Member Fuller.

There were no public speakers on this item.

The motion carried with a 6-0 vote.

Item 15. Consideration and Approval of an ordinance on First Reading amending Section 23-11 of the Town Code related to the second-story building area waivers in the RD District and setback encroachments in the RM-3 District. Sponsored by Council Member Stephanie Bruder. Enclosed are the Staff Memo and proposed ordinance.

Town Manager Noel introduced the item and Deputy Town Manager Herbello read the title of the ordinance into the record.

A motion was made by Vice Mayor Bruder to approve the ordinance on first reading, seconded by Council Member Yaffe.

There was a brief discussion regarding show rooms (metaphor) in residential areas. They asked the Town Planner to further look into this issue.

Town Planner Belle spoke on the item and provided further explanation.

Further discussion took place on this item.

Council Member D'Amico requested to have RM3 removed.

The motion carried with a 5-1 vote with Council Member Fuller voting in opposition.

DEFERRED ITEMS

Item 16. Discussion and Possible action regarding the License Agreements for Temporary Parking Space. Enclosed are the lease application documents and the Financial Analysis. Sponsored by Vice Mayor Stephanie Bruder.

Vice Mayor Bruder introduced the item.

Council Member Fuller stated that the current annual maintenance cost is \$16.75 per spot.

There was a brief discussion on this matter.

Mayor Salver suggested including it in the upcoming years' budget.

A motion was made by Vice Mayor Bruder to make it \$50 for the next year, \$75 for the following year, and \$100 for the following year making it effective January of each year.

She requested for the administration to send notices to the condominium associations, seconded by Council Member Yaffe.

There was a brief discussion regarding when the condominium associations approve their budgets (December of each year).

Town manager Noel stated that their practice has been that year end is September 30th of each year.

The motion carried with a 6-0 vote.

Item 17. Consideration and Approval of an Ordinance on Second Reading amending Chapter 17 of the Sign Code, by retitling Section 17-21 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.

Town Manager Noel introduced the item and Deputy Town Manager Herbello read the title of the ordinance into the record.

A motion was made by Council Member Yaffe to approve the ordinance on second reading, seconded by Council Member Rappaport.

Council Member Fuller had a question regarding the credit card signs and the possible contractual agreements between the credit cards and the business owners.

Council Member Fuller made a friendly amendment for the portion regarding the credit cards under (b1) to be placed back on.

Council Member Yaffe seconded the friendly amendment and the motion carried with a 6-0 vote.

Frances Neuhut spoke on the item and stated that there are some signs that are not legal.

Mayor Salver inquired about the specific sign that Ms. Neuhut referred to in her comments.

Town Planner Michael Miller responded that the sign is legal.

Item 18. Request for approval of an extension of a temporary Sales Center, by The Continuum Company LLC, in connection with the development of a multifamily residential structure at 9201 and 9481 East Bay Harbor Drive, La Baia North. The applicant is requesting the Sales Center until December 31, 2025. Enclosed are the supporting documents. Placed on the agenda by Council Member Molly Diallo and Council Member Robert Yaffe for discussion.

The Applicant introduced the item and requested an extension of his lease until December 2025 without any further extension.

The Attorneys representing The Continuum Company LLC, spoke on the item.

A motion was made by Council Member Fuller to approve the extension of the temporary sales center until December 31, 2025, seconded by Council Member D'Amico.

There was brief discussion amongst the Town Council regarding the violation.

The motion carried with a 6-0 vote.

Item 19. Request for approval of an extension of a temporary Sales Center, 1177 Bay Harbor Islands, LLC, in connection with the development of a mixed-use development under construction on the northeast corner of Kane Concourse and West Bay Harbor Drive (1177 Kane Concourse). The applicant is requesting the Sales Center located at 1160 Kane Concourse until September 30, 2025. Enclosed are the supporting documents. Placed on the agenda by Council Member Robert Yaffe for discussion.

A motion was made by Council Member Fuller to approve the extension of a temporary sales center until September 30, 2025, seconded by Vice Mayor Bruder.

Attorney Graham Penn from Bercow Randell representing 1177 Bay Harbor Islands, LLC, spoke on the item.

The motion carried with a 6-0 vote.

ADD ON ITEM – Request for Approval of a location of a temporary sales center 1090 Kane Concourse, unit 8, in connection with the development of a 26-unit multi-family at 1047 92nd Street and 1055 92nd Street by 1055 Bay Harbor Development, LLC not to exceed three years.

A motion was made by Council Member D'Amico to approve the location of a temporary sales center at 1090 Kane Concourse. The motion died for lack of a second.

The attorney for 1055 Bay Harbor Development, LLC introduced himself.

No discussion on this item took place due to a lack of a second.

DISCUSSION ITEMS

Item 20. Discussion and Possible action on the design of the 96th Street Park. Sponsored by Council Member D'Amico

Council Member D'Amico introduced the item to the Town Council.

Council Member Fuller spoke on the item and stated that the drawing shown was provided by an FIU student. He further spoke regarding the parking and that FDOT has not provided a response regarding the possible turnaround within their own property.

There was a lengthy discussion among the council members regarding the different concepts.

Vice Mayor Bruder suggested providing the most popular concept to the Town Manager and see if it can be done because it has parking and green space.

Mayor Salver asked if they are limited to just the designs presented to them.

Town Manager Noel responded that the original design they wanted, Miami-Dade came back stating that they would not be able to put a drop off zone.

Council Member Fuller stated that they have very limited time left before the Well is completed. The Well has to be done within the next three weeks because they are demobilizing. He suggested going with concept number 3 to have it built and then they can revisit.

A motion was made by Council Member D'Amico to look at concept 2, with consideration of an element of concept 1. The motion died for lack of a second

A motion was made by Vice Mayor Bruder to accept design concept 2 and find out from the engineers if it's feasible and if it is not feasible then to move forward with concept number 3, seconded by Council Member D'Amico. The motion carried with a 6-0 vote.

Item 21. Discussion and Possible action regarding Town Hall. Sponsored by Town Attorney's Office

Town Attorney Geller introduced the item. He requested a motion that states that they are interested in pursuing a Private Public Partnership in connection with town hall and soliciting possible interests from private entities.

Town Attorney Geller mentioned that they will need to follow the procurement procedures and then they will issue guidelines as to what they are interested in. He suggested hiring a design professional that should be an architect by waving the full competitive bidding to be able to have an expedited process. He urged the Town Council to have the procurement done in 30 days.

A motion was made by Council Member Fuller to move forward with the Town Attorney's request, seconded by Council Member Yaffe. The motion carried with a 6-0 vote.

ADJOURNMENT

There being no further business to discuss before the Council, a motion was made by Vice Mayor Bruder to adjourn the meeting at 10:14 p.m., seconded by Council Member D'Amico. The motion carried with a 6-0 vote.

Accepted this _____ day of _____, 2025.

Isaac Salver
Mayor

Attest:

Evelyn Herbello, MMC
Town Clerk



Town of Bay Harbor Islands

Town Budget Workshop Meeting MINUTES

June 17, 2025

6:00 PM

Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

Opening

Call to Order

Mayor Salver called the meeting to order at 6:04 p.m.

Pledge of Allegiance

Roll Call of Members

Interim Town Clerk Pomales called the roll with the following members present.

Present: Mayor Isaac Salver, Council Member Robert Yaffe, Council Member Eric Rappaport, Council Member Molly Diallo, and Council Member Teri D'Amico.

Absent: Vice Mayor Stephanie Bruder and Council Member Joshua Fuller.

Also Present: Town Manager Lindsley Noel.

Public Comment:

The following members of the public spoke:

Frances Neuhut spoke regarding the difference between this year and last year's budget, the millage rate, and last year's taxable value. She read the letter received by Miami Dade County. She spoke regarding the construction in the Town and using TDR funds to increase density instead of using it for infrastructure. She spoke regarding providing better services for the residents, children and provided examples.

1. Discussion regarding the tentative millage to be advertised via the Notice of Proposed Taxes to be mailed by Miami-Dade County Property Appraiser. There is no recommendation as the item is to discuss the tentative millage to be advertised.

Town Manager Noel read the title of the item into the record.

Town Manager Noel provided an overview of the proposed millage rate and stated using the current millage rate of 3.1728 would provide a net revenue of \$612,866; rollback rate of 2.8923 would bring a deficit of \$612,866. If you increased the millage rate to 3.5900 it would provide a net revenue of \$1,524,448.

Council Member Yaffe asked if the Town Manager has a recommendation for the millage rate to accomplish the needs of the Town.

Town Manager Noel said the current budget is balanced under the existing millage rate. However, if additional capital projects are added, they may need to revisit the budget to determine if those projects can be funded without raising the millage rate or if an increase would be necessary.

Council Member Yaffe asked regarding the demonstration project for landscaping and are they allocating money to expand that project.

Town Manager Noel stated they did include that project in the budget, but they currently have not spent the entire budgeted amount. They are expecting to add \$120,000 to improve other areas.

Council Member Yaffe asked regarding improvements to our parks.

Town Manager Noel asked staff if they allocated anything for a splash park.

Public Works Director Stokes stated they did not add a splash park to the budget.

Council Member Yaffe asked to add more swings to the tot lot and fix that park.

Town Manager Noel stated they could use the park funds to allocate funding for those items.

Council Member Yaffe asked regarding the 1177 Kane Concourse project and them removing the Town's sidewalk covering. He stated that it raises the issue of replacing or repairing the sidewalk.

Town Manager Noel stated they did allocate funds for the sidewalk and provided that amount to the council.

Council Member Rappaport asked if they could have them fix the sidewalks.

Town Manager Noel stated he will ask them to assist in repairing the sidewalk and part of the agreement is that they must return the sidewalks to their original form.

Council Member Rappaport asked if they are considering future revenues.

Town Manager Noel stated they are only going off those projects coming online.

Mayor Salver asked how many projects are in progress and how many are in the stage of coming online.

Building and Zoning Supervisor Martinez stated they have 14 buildings under construction.

Council Member Rappaport asked how many are going to be completed this year.

Building and Zoning Supervisor Martinez stated two or three are asking for their Certificate of Occupancy.

Town Manager Noel stated that they will not be online this year.

Building and Zoning Supervisor Martinez stated that there are three or four buildings that are ready to be issued their certificate of occupancy and 6 or 7 under review for permitting.

Mayor Salver confirmed that there are 14 under construction. He asked what the estimate of what the taxable value would be for one building except 1177 Kane Concourse.

Building and Zoning Supervisor Martinez stated she does not have the tax roll value.

Council Member Rappaport stated balancing the budget is key and if we have it budgeted, he doesn't see having to raise the millage rate. He suggests keeping it at the same millage rate and hopefully in a few years they will have more funding coming in from the buildings and defers raising the millage rate for another year.

Council Member Diallo asked if they would raise the millage rate what projects would the Town be looking at using those funds for.

Town Manager Noel stated he recommends budgeting for some capital improvement projects like the sewer lines being upgraded and any other services they would like to increase, but he would recommend the funds go to capital improvement projects.

Mayor Salver spoke regarding possibly revisiting the fees being charged to new developments and not having the burden on the Town for sewer lines.

Town Manager Noel stated that when he became manager, he wanted to look at impact fees and explained the ones they currently have. He stated that those impact fees were imposed years ago and to raise them you must do a study and he recommends hiring a consultant to do the study. That will show the impact on developments. He stated that there is also a timeline that they can impose those impact fees, but it is something they can do.

Council Member Diallo would like to sit with Town Manager Noel to talk about some of those projects. She stated that Town Manager Noel is open to hearing from the other members of the council and it is important to balance the budget, but we would like to provide the residents with what they need and the residents are used to a certain level of service.

Town Manager Noel stated that they have not raised the millage rate in years, but to be more aggressive they have been going out for grants and provided some examples of grants they are pursuing currently.

Council Member Rappaport asked besides the tax revenues being brought in do they have enough funds coming in from grants or other funds to fill in those gaps.

Town Manager Noel explained that the current budget is balanced. However, if additional services are requested, the council would need to review whether the budget could remain balanced with those additional services.

Council Member Yaffe asked if they have a surplus in the budget or just a balanced budget.

Finance Director Siefken stated that due to the possibility of the health insurance rates changing, she would not have that information until July.

Council Member D'Amico stated that her concern is with the parks and upgrading the parks. She would like us to start putting back into the community. She asked if they put in the budget for the resodding of the parks.

Town Manager Noel stated they did add resodding of the parks in the budget.

Council Member D'Amico expressed that her main concern is maintaining insurance for the bridge and ensuring good health insurance coverage. She also emphasized the importance of preserving existing services and suggested planning for increased impact fees next year to fund road improvements.

Town Manager Noel stated that they heard a lot of concerns about the health insurance. He stated that they did budget a 15% increase for the health insurance because the employees are not happy with the insurance they currently have and they will most likely be changing insurance companies. He addressed the comments made

by Council Member Yaffe and provided the current impact fees and spoke regarding upgrading the splash pad and swings.

Council Member Yaffe asked if there would be more time to discuss the issue rather than deciding on the millage rate tonight. He said he currently favors keeping the same millage rate, expressing concern that adopting the rollback rate would result in a budget shortfall, which he wants to avoid.

Town Manager Noel stated that last year they made a lot of cuts to the budget.

Council Member Yaffe stated they also amended the budget last year and is inclined to leave it as is for now.

Mayor Salver stated that there was an increase in the taxable rate and if they leave the millage rate the same as last year it still has an increase because of the taxable rate increase. He feels the same way to leave it as it is right now and there are a lot of things going on and they need to be ready for all scenarios.

Council Member Yaffe stated this is the fourth year with the same millage rate even though they are bringing in more revenues.

Mayor Salver stated that he is optimistic that it should be overshadowed with the projects coming up.

2. Discussion and Review of the Town of Bay Harbor Islands Proposed Budget for Fiscal Year 2025-2026. A brief overview will be presented by the Town Manager and the Town Manager and the Finance Director.

Town Manager Noel read the title of the item into the record. He also provided an overview of the PowerPoint presentation of the FY 2025-2026 budget.

Council Member Rappaport asked if there would be a decrease or a shortfall if they rollback the millage rate.

Town Manager Noel stated that they would have to cut the budget if they go to the rollback rate. He proceeded with the presentation and the summary of the contractual obligations they have including the collective bargaining agreements and unions. He spoke regarding the insurance rate increase of 15% and those are mandatory obligations they currently have. He provided a presentation on the cost-of-living increases and merits. He went over each department, their changes and/or requests that they provided for this year's budget.

Council Member Yaffe asked if the 2 cars for FreeBee are enough.

Town Manager Noel stated that if they stay with FreeBee alone and not include a shuttle bus, he suggests getting another FreeBee vehicle. He stated that would cost \$120,000 a year and they did not budget for that in this year's budget. He stated that the grant they applied for is for FY 2026-2027. He stated that they did change the age requirement for those using FreeBee. He stated they changed it to 16 years of age and older to provide more services. He stated if they added a third vehicle it would be a FreeBee vehicle that would go point to point and not on demand.

Council Member Rappaport asked how much surplus we have from the previous year that we can use.

Town Manager Noel stated that it would be in their fund balance.

Finance Director Siefken stated the following amounts: \$9.2 million in the general fund; \$2.4 million in the building fund; \$11 million for capital improvement projects; \$1.496 million for the parking impact; \$21 million for the causeway fund; \$2.5 million for sewer; \$2.2 million for water; \$2.9 million for parking; \$1.2 million for solid waste; and \$1.4 million for stormwater. She stated that those are audited numbers from the financials that were recently finished by the auditors.

Mayor Salver asked what month we typically approve the rollover of unused budgeted funds.

Finance Director Siefken stated that by state law it is done in November.

Mayor Salver stated that they will know in November the exact amount of that rollover.

Town Manager Noel continued with the presentation and spoke regarding the Children's Trust. He stated that they approved an additional \$204,000 grant funding. He spoke regarding the amount the Town contributed, and this is a decrease of 10% from previous years and the grants have assisted.

Mayor Salver asked regarding the total of the projected funding for the FY 2025-2026 year of \$863,000. He commented on the average funding per child.

Town Manager Noel stated it includes year-round programming and staffing.

Mayor Salver asked if other children that are not enrolled in the Children's Trust program benefit from the program.

Council Member Rappaport asked if that funding is held in the Children's Trust fund.

Finance Director Siefken stated yes, it is.

Town Manager Noel continued with his presentation per department. He spoke regarding the increase in the sewer rate, and it is a direct pass through that Miami Beach is charging the municipalities. He stated that there is a state statute and CS/SB 202 bill and explained what that bill entails. He stated that it is supposed to come into effect July 1, 2025.

Mayor Salver spoke regarding Miami Beach's rate adjustment and stated that he and Town Manager Noel pulled the interlocal agreement and identified a provision that they do not have the right to charge us for capital improvements only operating costs.

Council Member Yaffe asked if they brought it to their attention with a letter from our attorney.

Town Manager Noel stated they have, and he would like to meet with the manager of Miami Beach. He stated that Bal Harbour and Surfside are also interested. He also stated that our agreement expires in 2026.

Mayor Salver stated that Surfside and Bal Harbour mayors are also ready to battle this particular issue.

Town Manager Noel stated that is why they are looking at alternatives. He stated that they met with Miami Dade County to see if they could go in a different direction with our sewer lines and they can present that project. He stated that they must see if they could handle our capacity. He continued with the presentation with the direct pass through with the sewer rates. He spoke regarding the solid waste fee increase. He stated that they are looking at purchasing a street sweeper. He stated that many of the council members have expressed their dissatisfaction with the current street sweeper company. He stated that we currently pay that company \$110,000 a year and the equipment we are budgeting for costs \$330,000. He stated that the street sweeper we are budgeting for will be financed and a staff will be operating the sweeper.

Town Manager Noel continued with the PowerPoint presentation and the different positions that are new and eliminated. He provided the increases and decreases proposed per department.

Council Member Diallo asked what the plan is with the YMCA.

Town Manager Noel stated he recommends leaving the YMCA as is for this fiscal year and would like to have the parks and recreation director come in and evaluate and then make a decision.

3. **Discussion regarding additional workshops (if necessary) and the dates and times for the Budget Hearing to adopt the millage rate and proposed budget. The first Budget Public Hearing is tentatively scheduled for September 11, 2025, at 6:00 p.m. and the Second Budget Public Hearing is tentatively scheduled for September 25, 2025, at 6:00 p.m. Budget Public Hearing dates are to be confirmed by the Town Council.**

Town Manager Noel read the title of the item into the record.

Mayor Salver stated it is important to announce the dates of the public hearings, and they need two (2) per Florida statutes. He stated they chose the dates of September 11, 2025, at 6:00 p.m. and September 25, 2025, at 6:00 p.m.

Council members reached consensus with the dates as stated above.

Council Member Yaffe asked if they wanted to schedule another workshop.

Mayor Salver stated that the tone of this meeting is that they do not need another workshop.

Council Member Yaffe stated if they need anything they can advise Town Manager Noel.

Town Manager Noel stated that the meeting on July 29, 2025 to set the millage rate must be after 5:01 p.m.

Council members asked if there would be a September 11th ceremony event.

Council Member D'Amico asked if they were having a special meeting in July for the P3 project.

Town Member Noel stated he will check with the Town Attorney regarding the P3 project. He stated they will have a ceremony for the September 11th event, and he will provide the time to the council once that has been determined.

Adjournment

There being no further business to discuss before the Council, the meeting adjourned at 7:06 p.m.

Accepted this _____ day of _____, 2025.

Isaac Salver, Mayor

Attest:

Evelyn Herbello, Town Clerk



Town of Bay Harbor Islands

Town Budget Workshop Meeting MINUTES

July 29, 2025

6:00 PM

Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

Opening

Call to Order

Mayor Salver called the meeting to order at 6:00 p.m.

Pledge of Allegiance

Roll Call of Members

Interim Town Clerk Pomales called the roll with the following members present.

Present: Mayor Isaac Salver, Vice Mayor Stephanie Bruder, Council Member Teri D'Amico, Council Member Molly Diallo, Council Member Joshua Fuller, Council Member Eric Rappaport and Council Member Rober Yaffe.

Also Present: Town Manager Lindsley Noel.

Public Comment:

The following members of the public spoke:

Frances Neuhut spoke regarding the lack of meeting minutes since 2024 and suggested hiring a company to do the minutes and have them up to date.

David Sanchez spoke regarding the status of the financial reporting available to the public.

Kathleen Kennedy spoke regarding the construction around town and changing their clothes on the street outside her building. She also spoke regarding her car being hit and the police monitoring where the construction workers are parking.

Vice Mayor Bruder suggested hiring a company to do the meeting minutes.

Town Manager Noel stated the responsibility of the meeting minutes falls on the Town Clerk's Office.

Interim Town Clerk Pomales stated that it was discussed at a prior meeting, and the Deputy Town Manager Herbello was obtaining a company.

Deputy Town Manager Herbello stated she has reached out to a company, and they will commence doing the meeting minutes. She stated the last set of meeting minutes online date back to 2023.

Vice Mayor Bruder asked if they can obtain a company by next week.

Council Member Yaffe stated if the company needs to listen to the tapes and do the minutes.

Council Member Fuller spoke regarding how the company would be charging for the minutes.

Mayor Salver reiterated that they have been behind in the minutes since 2023.

Mayor Salver responded to the comments made by David Sanchez and the audit report is available on our website.

Vice Mayor Bruder asked Town Manager Noel regarding the development agreement with the developers and where their workers are allowed to park. She stated the developers have bussed the construction workers parked at Haulover to their construction sites in Town. She would like to know who the developers violating our rules are and for there to be consequences for violating their agreement with the Town. She asked for that developer to be present at the August 13th regular council meeting to provide an explanation and what his responsibility is since he did not follow the guidelines.

Council Member Fuller spoke regarding multiple workers walking to the other side of the island where they are not allowed to park.

Council Member D'Amico stated it is the contractor's responsibility to make sure their workers are parking in the proper location and who is on the property.

Vice Mayor Bruder suggested having decals to know who the residents are and who do not live here.

Council Member D'Amico suggested t-shirts that determine what project they work at.

- 1. Discussion regarding the tentative millage to be advertised via the Notice of Proposed Taxes to be mailed by Miami-Dade County Property Appraiser. There is no recommendation as the item is to discuss the tentative millage to be advertised.**

2. **Discussion and Review of the Town of Bay Harbor Islands Proposed Budget for Fiscal Year 2025-2026. A brief overview will be presented by the Town Manager and the Town Manager and the Finance Director.**
3. **Discussion regarding additional workshops (if necessary) and the dates and times for the Budget Hearing to adopt the millage rate and proposed budget. The first Budget Public Hearing is tentatively scheduled for September 11, 2025, at 6:00 p.m. and the Second Budget Public Hearing is tentatively scheduled for September 25, 2025, at 6:00 p.m. Budget Public Hearing dates are to be confirmed by the Town Council.**

Town Manager Noel read the title of the item into the record.

Interim Town Clerk Pomales read the title of the resolution into the record.

Council Member Fuller spoke regarding the date of September 25th, those that are on the Florida League of Cities Committees, they will be at the committee meetings, but they need to make sure they can appear via zoom as long as they have physical quorum.

Discussion among the council and Town Attorney took place regarding the possibility of appearing via zoom and having quorum.

The Town Attorney stated that for the purposes of the budget they need 5 and if someone is appearing remotely, they must appear on camera and be heard.

Town Attorney stated that if they appear on camera remotely that does constitute being present. He stated that physically present they need 4.

Mayor Salver asked Town Manager Noel how they got this tentative millage number because this does not coincide with the numbers of the previous meeting.

Town Manager Noel stated that 3.4583 is what is proposed, you can always decrease it. If they come to the council at 3.1728, which is their current millage rate they cannot increase it. He stated additionally, there have been some actual numbers that came their way. They met with the insurance broker, and the broker suggested budgeting for an additional 25-30% increase not as originally budgeted of 15%. Additionally, the pension obligations were about \$1.4 million and there have been a couple of changes when he met with the different departments. He stated that there were some changes from when they last met.

Council Member Fuller stated they also omitted a capital improvement budget which is a multi-million-dollar project for the relocation of the pump station.

Vice Mayor Bruder stated they can always go down but not go up. She stated that there is a lot of deferred maintenance that needs to be done, and this increase is about \$100 for every \$300,000. There is a balance between the things we want to do and the programs we want to do. The costs of everything have gone terribly up.

Mayor Salver stated that what he is struggling with is that the council had a number at the previous meeting and they voted on it and now it has changed. He spoke regarding the manner it changed from one meeting to another, and he does not think it is appropriate. He understands that things changed, and he stated that the Town was approved for \$1.9 million dollars by the state legislature for different programs. He continued discussing the change of the millage rate between the last meeting and this meeting. He stated this was discussed and approved a tentative millage rate.

Town Manager Noel stated the last meeting was a budget workshop and this meeting is a proposal, and it is not the actual millage rate being adopted. He stated this is not the final millage rate.

Council Member Rappaport asked what the current millage rate is.

Town Manager Noel stated the current millage rate is 3.1728.

Mayor Salver stated that was what was originally approved. He spoke regarding the increase in taxable value and what the rollback rate was. He stated they do have opportunities for fund raising moving forward. He understands the deferred maintenance and feels they can raise money other ways without it being on the back of the residents. He will support moving forward but would like to look at the process applied to get to this number.

Council Member D'Amico stated at the last meeting they talked about the insurance, and the percentage will go up and the current health insurance is not good and that might be one of the variables. Also, if anything happens, FEMA will not be paying us, and she is worried about the bridge and monitoring it.

Council Member Yaffe stated he is never crazy about an increase, and they did obtain additional information from when they last met. He provided an example as it pertains to HOAs and that happens all the time when your agent comes back with what the increase will be, and you need the insurance. He stated that going to the rollback rate would possibly mean reducing programs provided to the residents. Hopefully a year from now when the new projects go online, we can be in a different situation. He spoke regarding the appropriations coming in are already earmarked for specific projects. He stated this rate would give the Town some flexibility.

Council Member Fuller stated that nobody likes tax increases, and nobody wants a tax increase. He stated that the reality is we have a lot of deferred maintenance and the biggest concern is the bridge and the repairs and the numbers are escalating. He

spoke regarding ideas for fundraising, but it is still speculations. This millage rate is to maintain the Town.

Council Member Rappaport spoke regarding this millage rate bringing 1.4 million in new revenue to the Town which is something that is needed. If the Well or other projects get on the books we can always revisit it.

Council Member Diallo is in agreement with everything that has been said and what is being talked about are needs.

A motion was made by Vice Mayor Bruder to advertise the tentative millage rate of 3.4583 via the Notice of Proposed Taxes to be mailed by Miami-Dade County Property Appraiser, seconded by Council Member Fuller The motion carried with a 7-0 vote.

Vice Mayor Bruder stated that Interim Town Clerk Pomales is leaving, and they have to appoint a new Interim Clerk. She stated that Deputy Town Manager Herbello was a clerk in the past and she would like to appoint her as interim clerk until they appoint a new clerk and she goes back to her position of Deputy Town Manager.

A motion was made by Vice Mayor Bruder to appoint Deputy Town Manager Evelyn Herbello to be the Interim Town Clerk, and once a permanent clerk is appointed she will go back to her position as Deputy Town Manager, seconded by Council Member Fuller. The motion carried with a 7-0 vote.

Town Manager Noel introduced Luis Alvarez, Police Chief, and provided a bio of the new police chief. He also introduced Alexander Garcia, Building Official and provided a bio of our new building official. He also thanked Interim Police Chief Locke for stepping in and getting the department through the accreditation. He thanked Ayanidys Martinez for stepping up and leading the Building Department.

Adjournment

There being no further business to discuss before the Council, a motion was made by Vice Mayor Bruder to adjourn the meeting at 6:30 p.m., seconded by Council Member Yaffe. The motion carried with a 7-0 vote.

Accepted this _____ day of _____, 2025.

Isaac Salver
Mayor

Attest:

Evelyn Herbello, MMC
Town Clerk



Town of Bay Harbor Islands

Regular Town Council Meeting

MINUTES

August 13, 2025

9:00 AM

Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

Opening

Call to Order

Mayor Salver called the meeting to order at 9:03 a.m.

Pledge of Allegiance

The pledge of allegiance was provided by Kai Jehangir, 6-year-old student of Ruth K. Broad K-8 Center.

Roll Call of Members

Interim Town Clerk Herbello called the roll with the following members present.

Present: Mayor Isaac Salver, Vice Mayor Stephanie Bruder, Council Member Rober Yaffe, Council Member Eric Rappaport, Council Member Molly Diallo, Council Member Teri D'Amico and Council Member Joshua Fuller (Via Zoom).

Also Present: Town Manager Lindsley Noel, Ahamd Johnson, Town Attorney.

Mayor Salver welcomed to the meeting State Representative Fabian Basabe, Indian Creek Village Mayor Bernard Klepach, Indian Creek Village Vice Mayor Irwin and State Senator Shevrin Jones.

Special Presentations:

1. Special Presentation by Chris Holley, Florida League of Cities:

Chris Holley from the Florida League of Cities presented Council Member Yaffe with a proclamation and pin for his 30 years of consecutive service to the Town of Bay Harbor Islands as an elected official.

2. Discussion regarding construction parking. Sponsored by Vice Mayor Stephanie Bruder

Item is deferred to the September 11, 2025, Town Council Meeting.

3. Special Presentation by State Representative Fabian Basabe

Item was taken out of order by Mayor Salver and moved to be heard before item 2.

State Representative Basabe praised the collaborative efforts to achieve goals in Tallahassee and highlighted funding he secured for the Town. He then called for the immediate resignation of Town Attorney Joseph Geller, citing a conflict of interest due to Geller's dual role on the School Board. Basabe criticized Geller's performance, claiming his divided attention leads to unfinished work, poor taxpayer service, and even instances of him sleeping on the job.

Mayor Salver acknowledged his conversation with Representative Basabe and emphasized the seriousness of the request for the town attorney's resignation. He expressed appreciation for Basabe's involvement and noted that in his 26 years on the council, no state representative had taken such a deep interest in local affairs.

Vice Mayor Bruder thanked Representative Basabe for his visit but emphasized that it is up to the council to decide whether Town Attorney Geller has fulfilled his duties. She stressed the importance of keeping the matter non-political and reaffirmed her commitment to the town.

Senator Shevrin Jones declined to offer an opinion on the matter, stating it is a local issue for the council to resolve. He explained that, not having followed the town attorney's work, he was not in a position to comment, and instead focused on delivering his legislative update where he applauded the Town on securing two grants in an amount totaling \$1.9 million dollars.

Mayor Salver opened up the floor for discussion by the council.

The council held a detailed discussion regarding the call for Town Attorney Joseph Geller's resignation, with differing views on how to proceed.

Council Member Rappaport emphasized the need to reduce drama and focus on building a competent, drama-free staff to move the town forward.

Council Member Diallo acknowledged Representative Basabe's concerns but felt more concrete evidence and a proper evaluation process are necessary. She believed it was unfair to act without hearing from Mr. Geller and preferred addressing the matter at the next meeting.

Council Member D'Amico strongly criticized Mr. Geller's performance, citing his absence, lack of written communication, and improper delegation of responsibilities. She believes the town deserves better legal representation.

Council Member Fuller was concerned about the optics and process of firing the attorney after a meeting. He questioned whether asking Mr. Geller to continue working after termination would create legal or internal issues. While acknowledging delays with his work, he wanted a more measured discussion.

Vice Mayor Bruder noted the risk of being left without legal counsel if action were immediate. She supported an evaluation but felt that the issues with Mr. Geller's performance were well-known and ongoing. She believed Mr. Geller should have participated in the meeting and is ready to move forward, though open to waiting if needed.

Council Member Fuller expressed concern about the approach being taken with Town Attorney Geller. He noted that it's one thing to simply not renew a contract and seek new counsel, but in this case, the council is considering terminating Mr. Geller while still expecting him to provide services until the end of the day. He questioned whether this could lead to internal issues or conflicts, given the awkward nature of such a transition.

Council Member Yaffe agreed with Council Member Rappaport's point about the need for stability and accountability. He emphasized that the council has failed to conduct proper annual evaluations of its three charter officers, which has contributed to unnecessary drama and abrupt terminations in the past. He noted that without regular evaluations, issues escalate instead of being addressed constructively. He acknowledged Representative Basabe's concerns. Ultimately, he stressed the importance of evaluating performance regularly to ensure charter officers are fulfilling their duties.

Vice Mayor Bruder supported the idea of conducting an evaluation but stated that the concerns about Mr. Geller's job performance are not new or surprising. She pointed out that he has long been aware of his failure to complete tasks, and the Interim Town Clerk has already provided the council with a list of pending items. While she expressed personal regard for Mr. Geller, she emphasized that this issue is strictly about his performance. She noted that he had the opportunity to attend the meeting via Zoom or send a letter but chose not to. She expressed a desire to move forward if

council members have already made up their minds, though she is also open to waiting a month if others prefer. She added that she has received staff complaints about his performance as well.

Mayor Salver asked if they had an engagement letter from the firm.

Town Attorney Johnson stated he does not have it at this time.

Town Manager Noel stated he can obtain a copy.

Mayor Salver noted that the engagement letter likely includes a required notice period before termination. He asked whether the termination would apply to Mr. Geller individually or the firm as a whole, suggesting that allowing the firm to provide an interim attorney might be a more appropriate path. He expressed disappointment that despite a raise given to the firm, there is still a long list of pending items. He questioned the political neutrality of the attorney, pointing out that Geller supported every opponent of their current state representative, which he suggested could be damaging to the town's interests.

Council Member Yaffe expressed concern about the accuracy and completeness of the list of pending items. He cited high turnover among staff (clerks, HR, building officials, engineers), which may have contributed to the confusion. He wants a direct conversation with the Town Attorney to clarify what is actually still pending.

Town Manager Noel declined to comment on the attorney's performance due to only being in the role for four months, though he previously worked with Geller as police chief.

Mayor Salver asked the Finance Director if they have anything pending from the Town Attorney for the procurement department.

Council Member D'Amico asked regarding the TDR that are on the list. She is surprised that the Town Attorney did not bring the list.

The council engaged in a discussion about whether to terminate Town Attorney Joseph Geller individually or end the relationship with his entire law firm, Greenspoon Marder.

Town Attorney Johnson responded to the council's discussion and addressed the letter from State Representative Basabe. He explained that the letter was received while Mr. Geller was overseas, which may have limited his ability to attend the meeting remotely via Zoom. Johnson emphasized that Greenspoon Marder is the contracted law firm representing the Town, not just Mr. Geller individually. He also addressed and pushed back on the statements made by Representative Basabe, implying that some of the criticisms may not fully reflect the firm's role or the circumstances surrounding Mr. Geller's absence.

Mayor Salver responded to comments made by Town Attorney Johnson, addressing concerns about the firm's salary increase and unfinished work. He expressed disappointment that the additional funds had not accelerated progress, noting that there are still around 30 pending items. Mayor Salver addressed comments made by Town Attorney Johnson and questioned his actions, asking if, were he the mayor of a town and had intentionally voted against the state representative who represents that town, wouldn't he expect the same kind of response. This implied that political decisions have consequences and raised concerns about whether the attorney's actions were in the town's best interest. He stated his comments are very powerful and this town attorney has supported every single opponent of our current state representative, and does he think those actions and scenarios are in the best interest of the town that attorney represents.

Town Attorney Johnson stated he would like everyone to have their right to vote and support whatever candidates they choose to support.

Council Member Rappaport stated that they are not talking about a resident we are talking about our town attorney.

Mayor Salver stated the perfect town attorney would not evaluate their political position and they would stay neutral.

Town Attorney Johnson stated that the firm of Greenspoon and Marder has not taken any political stance or affiliation on either side and the firm is agnostic on that topic.

Council Member Rappaport addressed the four pages of pending items dating back to 2023, expressing concern that the town council is being misinformed. He emphasized that the responsibility for the delays lies not only with Mr. Geller but with the entire firm, stating that others within the firm should have stepped up to complete the work. He expressed disbelief that, after two years, the tasks remain unfinished and rejected the notion that the situation is political, calling such claims absurd.

Council Member Yaffe expressed skepticism about the accuracy of the pending items document, calling it "suspect." He pointed out the high turnover in key positions, including multiple clerks, the departure of the human resources director, building officials, and engineers which may have impacted the document's reliability. He stated his desire to sit down with the Town Attorney to clarify what is truly still pending. Yaffe gave an example to support his concerns and asked for more information to determine whether the town is still delinquent on that issue. He clarified that he is not criticizing Interim Town Clerk Herbello, acknowledging that she compiled the list based on information provided by other departments.

Vice Mayor Bruder stated the house that was demolished was demolished without the Town Attorney reviewing the bond. She stated that Mr. Geller had time to contact the council. This is not about being a republican or democrat, it is about doing the work.

A motion was made by Vice Mayor Bruder to remove Town Attorney Joseph Geller and keep Greenspoon and Marder while supplying the Town with another attorney; go out for an RFP for the services of Town Attorney and whatever actions taken today comply with the terms of the agreement, seconded by Council Member D'Amico. The motion carried with a 4-3 vote with Council Member Fuller, Council Member Yaffe and Council Member Diallo voting in opposition.

Council Member Yaffe asked for the town attorney's agreement and felt that they should have received it before this item was provided to them prior to this meeting.

Council Member Fuller stated that if they can find the agreement, he may change his vote.

Town Manager Noel provided an update that there is no agreement with Greenspoon and Marder but a Resolution, Resolution No. 2226 dated April 14, 2021, where the RFP for Town Attorney services was awarded to Greenspoon and Marder.

Council Member Fuller and Council Member Yaffe requested to change their vote from against to in favor.

The vote was amended and the motion carried with a 6-1 vote with Council Member Diallo voting in opposition.

4. Special Presentation of the Legislative Updates by Senator Shevrin Jones

Senator Shevrin Jones provided the legislative update and the funds received from the state. He stated they filed 23 bills, 8 bills were heard, 6 bills passed, and 3 bills signed into law by the Governor. Some dealt with safety and accountability. He provided a synopsis of the bills passed. He stated he is looking forward to taking the boat tour to look at the bridge.

The council asked when the boat tour is taking place.

Town Manager Noel stated August 28, 2025.

Requests for Withdrawals, Deferments and Future Agenda Items:

Council Member D'Amico, Vice Mayor Bruder, and Council Member Fuller requested Item 5 (Consideration and Approval of a Response Proposal to KC Property, LLC for the use of property and parking in Block 11. Sponsored by Mayor Isaac Salver) to be pulled from the Consent agenda for discussion.

Town Manager's Report:

Town Manager Noel provided his Town Manager's report and the upcoming events as well as the events he attended.

Council Reports:

The Council Members provided their reports to the rest of the council and staff.

Public Comment:

The following members of the public spoke:

Church by the Sea Reverend Rob A. Singer spoke on items 12, 15 and 20 and is supportive of the med spa and the Collection. He spoke in favor of renting the church building to the police dept for a short-term rental. The post office process of renting their office space would take a very long time. He spoke regarding religious services on the first floor.

Coronel Tasie Andrews (Kathleens Kennedy's daughter) spoke regarding the religious institution on lower floors and asked for the council to speak from principles and not politics. She spoke against item 16.

Frances Neuhut asked why the Town Mayor is sponsoring and allowing religious institutions on the first floor.

Dave Sanchez spoke regarding construction, religious institutions and empty green space lots. He stated that many people are still going there and if they could put some fencing around those empty lots.

Kathleen Kennedy spoke regarding parking issues with the construction sites and workers. She stated she cannot speak regarding the incident she had due to her being in litigation. She welcomed the new Police Chief.

Council Member Yaffe addressed the comments made by the public and the meeting for the condominium associations.

A motion was made by Vice Mayor Bruder to defer item 11 (Consideration and Approval of an ordinance on Second Reading amending Sections 23-11 of the Town Code related to the second story building area waivers and garage percentage in the RD District. Sponsored by Vice Mayor Stephanie Bruder), item 16 (Consideration and Approval of an Ordinance on First Reading Amending Section 23-5 of the Town Code for the B-1 Business District to eliminate the restriction that limits religious institutions to certain floors allowing them to be on any floor. Sponsored by Mayor Isaac Salver) and item 17 (Discussion and Possible action regarding the redesign of the 92nd Street Park to include a basketball court. Sponsored by Vice Mayor Stephanie Bruder), seconded by Mayor Salver.

Consent Agenda:

A motion was made by Vice Mayor Bruder to approve the consent agenda, seconded by Council Member Yaffe. The motion carried with a 6-0 vote with Council Member Fuller absent.

5. **Consideration and Approval** of a Response Proposal to KC Property, LLC for the use of property and parking in Block 11. Sponsored by Mayor Isaac Salver

Item was pulled from the Consent Agenda for discussion.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF THE INGRESS, EGRESS AND PARKING USE AGREEMENT BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND KC PROPERTY, LLC, INC.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read Council Member Fuller's statement into the record opposing the item regarding Block 11 and has serious questions not only about its effect on our planned project but on its existing design and contract for block 11. He stated his opinion is that it should be deferred until they have all the information regarding outside contracts.

Mayor Salver addressed the comments made by Council Member Fuller and stated that they essentially have made some type of financial deal with almost all the property owners along that alley. He stated that although they represented, they had tried reaching out to former Town Manager Lasday. He stated that they brought the Town Attorney into the loop, and he believes that for them not to give them some type of compensation for using their property is not fair since they currently have not started construction. He stated they have tried to get a deal with the Town since 2020. He provided a history of what transpired with the owners.

A motion was made by Council Member D'Amico that they give them a month-to-month agreement without giving them the revenues from the 16 parking spots.

Vice Mayor Bruder asked if Council Member D'Amico is willing to give them the revenues for the 16 parking spots.

Council Member D'Amico stated she is not.

Council Member Yaffe stated the owner of this property has been extremely hostile to the Town for years and that has been part of the problem. He stated that due to their actions towards the Town the Town lost the use of those 16 parking spaces. He spoke regarding the threats that property owner made towards the Town. He spoke regarding the potholes in the middle of the alleyway and whose responsibility it is to fix those potholes.

Mayor Salver stated that he is not advocating for the owner of the property he is advocating for the Town. He spoke regarding the Town using the thruway behind 1005 building and that is their property. He spoke regarding the 16 parking spots but every car going through is going through their property. He spoke regarding the agreement they entered with every property owner.

Council Member D'Amico spoke regarding closing a portion of the alleyway.

Mayor Salver stated it is time to make peace with them.

Vice Mayor Bruder stated that they need to maintain the property and we are responsible for maintaining it then they will have to address that, but she is not in agreement with giving them the revenues for those 16 spots.

Further discussion took place among the council regarding the property, maintenance of the property, the 16 parking spaces and the agreement they have with the other property owners regarding paying for half of their property taxes.

Consensus was reached by the Council to keep the revenues for the 16 parking spaces and offer them the same agreement they offer the other property owners, which is paying for 50% of their property taxes moving forward starting with this upcoming tax year.

Mayor Salver spoke regarding repaving of Block 11.

Council Member Yaffe spoke regarding the Block 11 project and he does not want to spend the money repaving the entire alleyway.

Vice Mayor Bruder stated that they can reroute themselves.

Town Manager Noel stated that if they reroute, they will lose the parking spaces.

Vice Mayor Bruder prefers to lose the parking spaces and not have constant threats.

Council Member D'Amico spoke regarding having the same agreement they have with the other property owners.

Town Manager Noel will go to the owner with the following: no parking space revenues, no reimbursement for paving or repaving, and paying for 50% of property taxes moving forward.

6. **Consideration and Approval** of a Resolution ratifying the appointment of TerryAnn S. Howell, Esquire of the Law Firm of TerryAnn S. Howell, P.A., as Special Magistrate to conduct administrative hearings on code violations for the Town of Bay Harbor Islands. Sponsored by Town Manager Lindsley Noel

Approved on consent.

7. **Consideration and Approval** of a resolution updating the signers on the Town's accounts with Bank of America. Sponsored by Town Manager Lindsley Noel.

Approved on consent.

8. **Consideration and approval** of a resolution awarding a competitive bid contract to BCC Engineering, LLC pursuant to RFQ No. ITB-5-1026-PW-0-2025/FVR, for Engineering Consultant services for bridge project, compliance and support.

Approved on consent.

9. **Consideration and approval** of a resolution to piggyback the City of Orlando's existing contract with Paints & Coverings, Inc. for critical manhole rehabilitation services to comply with DERM requirements and prevent future sanitary sewer system moratoriums.

Approved on consent.

Ordinances on Second Reading:

10. **Consideration and Approval** of an ordinance on Second Reading amending Chapter 7½ of the Town Code pertaining to Flood Damage Prevention. Sponsored by Town Manager Lindsley Noel.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES TO AMEND CHAPTER 7½ ENTITLED FLOOD DAMAGE PREVENTION; TO CLARIFY THAT MANUFACTURED HOMES AND RECREATIONAL VEHICLES ARE NOT ALLOWED IN FLOOD HAZARD AREAS; TO ADD REQUIREMENTS FOR CONSTRUCTION IN COASTAL HIGH HAZARD AREAS (V ZONES); TO ADOPT LOCAL AMENDMENTS TO THE FLORIDA BUILDING CODE; AND FOR OTHER PURPOSES; PROVIDING FOR APPLICABILITY; PROVING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE

Town Manager Noel introduced the item.

Interim Town Clerk Herbello read the title of the ordinance into the record.

Council Member D'Amico asked if this had anything to do with the foundation of the property. She expressed concern regarding the Town offices being in trailers and if we ourselves were in compliance.

Town Engineer Daniel stated it does not deal with the founding only with the elevation and the Town is in compliance.

Mayor Salver opened the floor to public comment:

The following members of the public spoke:

Frances Neuhut spoke on the item and is not in agreement with this item.

A motion was made by Vice Mayor Bruder to approve the ordinance on second reading, seconded by Council Member Diallo. The motion carried with a 6-0 vote with Council Member Fuller absent.

11. **Consideration and Approval** of an ordinance on Second Reading amending Section 23-11 of the Town Code related to the second-story building area waivers and garage percentage in the RD District. Sponsored by Vice Mayor Stephanie Bruder.

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" RELATED TO SECOND FLOOR BUILDING AREA WAIVERS AND TO ESTABLISH GARAGE AREA LIMITATIONS IN THE RD (SINGLE-FAMILY RESIDENTIAL) ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Item was deferred to the September 11, 2025, Town Council Meeting.

Ordinances on First Reading:

12. Consideration and Approval of an Ordinance on First Reading Amending Section 23-5 of the Town Code for the B-1 Business District to remove automobile showrooms for display and sales from the list of prohibited uses, thereby allowing them as a permitted use. 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 THE LAND USES PERMITTED OR PROHIBITED IN THE B-1 BUSINESS DISTRICT; AMENDING SECTION 23- 5 OF THE ZONING AND PLANNING CODE TO MODIFY THE LIST OF PERMITTED USES IN THE B-1 BUSINESS DISTRICT TO INCLUDE AN AUTOMOBILE SHOWROOM FOR DISPLAY AND SALES AND PROVIDING REGULATIONS WITH RESPECT THERETO; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Item was heard after item 18.

Town Manager Noel introduced the item.

Interim Town Clerk Herbello read the title of the ordinance into the record.

Nielsen Kasden introduced the item and provided a presentation.

Pastor Singer, representative for Church by the Sea spoke on the item.

Council Member Yaffe requested that the history of the item and vote be placed on the staff memos moving forward for all ordinance items.

Discussion among the council took place regarding test driving the vehicles, and where they would be doing the test drive.

Mr. Kasden stated without test drives, this will not happen.

Mayor Salver asked about the amount of test drives this type of dealer would have on a daily basis.

Mr. Kasden stated possibly 10 test drives a week.

Discussion among the council, applicant and Town Attorney took place with amendments to be brought back at second reading.

Mayor Salver opened the floor to public comment.

The following individual from the public spoke:

Dave Sanchez spoke in opposition to this and stated that in previous meetings they were discussed and determined that they would not allow showrooms.

A motion was made by Council Member Diallo to approve the ordinance on first reading with the amendments made by the applicant's attorney and for the applicant to work with the Town Planner on the language for second reading, seconded by Council Member D'Amico. The motion carried with a 6-0 vote with Council Member Fuller absent.

13. An Ordinance on First Reading of the Town Council of the Town of Bay Harbor Islands, Florida, amending Chapter 16, Article IV, Retirement Benefits, Section 16-40, Schedule, to increase the monthly retirement subsidy to \$425. In accordance with the current collective bargaining agreement between the Town and the Bargaining representative of the Police Officers. (Town Manager).

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, ARTICLE IV, RETIREMENT BENEFITS, SECTION 16-40 SCHEDULE, TO INCREASE THE MONTHLY RETIREMENT SUBSIDY TO \$425.00 IN ACCORDANCE WITH THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN AND THE BARGAINING REPRESENTATIVE OF THE POLICE OFFICERS; PROVIDING FOR

SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Item not heard moved to September 11, 2025, Town Council Meeting.

14. An Ordinance on First Reading of the Town Council of the Town of Bay Harbor Islands, Florida, amending Chapter 16, the Town of Bay Harbor Islands employee's retirement system, to provide an election for an increased contribution rate for members who are appointed to serve as Town Manager. Sponsored by Vice Mayor Stephanie Bruder, Council Member Teri D'Amico, Council Member Joshua Fuller and Council Member Robert Yaffe

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, AMENDING ARTICLE II, ELIGIBILITY AND MEMBER CONTRIBUTIONS TO PROVIDE AN ELECTION FOR AN INCREASED CONTRIBUTION RATE FOR MEMBERS WHO ARE APPOINTED TO SERVE AS TOWN MANAGER; AMENDING ARTICLE III, RETIREMENT DATES TO PROVIDE A NORMAL RETIREMENT DATE RELATED TO SAID ELECTION; AMENDING ARTICLE IV, RETIREMENT BENEFITS, TO PROVIDE A BENEFIT RATE RELATED TO SAID ELECTION; AMENDING ARTICLE PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Item not heard moved to September 11, 2025, Town Council Meeting.

15. Consideration and Approval of an Ordinance on First Reading Amending Section 23-80 of the Town Code for to establish survey requirements for new construction, additions, and site modifications. Sponsored by Vice Mayor Stephanie Bruder

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; ADDING SECTION 23-80 THROUGH SECTION 23-82 TO THE ZONING AND PLANNING CODE TO REQUIRE THE SUBMISSION OF A SURVEY PRIOR TO THE ISSUANCE OF CERTAIN DEVELOPMENT PERMITS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Item not heard moved to September 11, 2025, Town Council Meeting.

16. Consideration and Approval of an Ordinance on First Reading Amending Section 23-5 of the Town Code for the B-1 Business District to eliminate the restriction that limits

religious institutions to certain floors allowing them on any floor. Sponsored by Mayor Isaac Salver

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO THE LAND USES PERMITTED OR PROHIBITED IN THE B-1 BUSINESS DISTRICT; AMENDING SECTION 23- 5 OF THE ZONING AND PLANNING CODE TO MODIFY THE LIST OF PERMITTED USES IN THE B-1 BUSINESS DISTRICT TO ALLOW RELIGIOUS INSTITUTIONS WITHOUT RESTRICTING THEIR LOCATION TO THE SECOND FLOOR OR HIGHER FLOORS OF BUILDINGS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Item was deferred to the September 11, 2025, meeting.

Deferred Items:

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

Item was deferred to the September 11, 2025, meeting.

Discussion Items:

18. **Discussion and possible action** to enter into a sanitary sewer usage agreement between the Town of Bay Harbor Islands and Indian Creek Village. Sponsored by Council Member Joshua Fuller

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING A SEWER CONNECTION AGREEMENT WITH THE VILLAGE OF INDIAN CREEK, FLORIDA GRANTING INDIAN CREEK VILLAGE THE RIGHT TO CONNECT TO AND UTILIZE A PORTION OF THE TOWN'S SANITARY SEWER SYSTEM; PROVIDING FOR INCORPORATION OF RECITALS; AUTHORIZING THE TOWN MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item.

Interim Town Clerk Herbello read the title of the resolution into the record.

Council Member Fuller introduced the item and provided a history regarding the sewer connection agreement and it would allow them to tap into the line at their cost and

provide for payment to the Town. He stated it is not a massive amount of flow. He stated that we are just facilitating and taking a payment.

Mayor Salver stated that he does not have a lot of comments regarding the agreement and he has spoken to Indian Creek Village Attorney Steve Helfman. He stated that anything we can do to establish a good intergovernmental relationship with Indian Creek Village they will do. He stated that the Manager and himself have had conversations with Hazen and Sawyer and they do not have a report from Hazen and Sawyer regarding their existing condition within the border of Bay Harbor Islands. He spoke regarding any action that the council takes needs to be re-ratified once they have the indication as to the condition and capacity of our existing sewer system. He asked the Town Attorney to come up with the proper language. He is not certain if they have the capacity to add those 14 condominiums and the Well. He agrees in principal and he asked Town Engineer Daniel regarding the Hazen and Sawyer report having to do with the quality of the pipes.

Town Engineer Daniel addressed the questions and concerns brought by the Mayor and explained how the sewage would be pushed from Indian Creek Village to the City of Miami Beach. He stated that Hazen and Sawyer are still reviewing and looking at the capacity of the Town and adding that into their report.

Mr. Helfman, Village Attorney for Indian Creek Village addressed the council, their concerns and questions as it relates to the agreement.

Town Manager Noel provided an update on the meeting they had and the response we received from Hazen and Sawyer.

Vice Mayor Bruder spoke regarding what the requirements were and her understanding is that they do have the capacity now but their issue in the Town is that the system is antiquated. She stated that is where their concern should be and they must fix it at some point and time.

Mayor Salver asked regarding the pump in the middle of Kane Concourse.

Public Works Director Stokes stated that it is due to the infiltration coming in after the rainstorms. He spoke regarding our main lines being tight and a lot are services going into the houses.

Mayor Salver would like to see some document attached to the agreement and indemnity page indemnifying the Town for anything that might happen moving forward based upon this contract and actions taken by Indian Creek Village. He also stated that if they proceed with signing the agreement today, there should be a clear provision that the town will be held harmless from making any guarantees about the system's long-term functionality and that they will not be held liable if problems arise in the future. He expressed concern about the age and condition of the town's own sewer system, emphasizing the need for caution moving forward.

Town Attorney Johnson spoke regarding the comments made by Mr. Helfman which is the right to terminate the agreement for convenience and without cause within one year without advance notice. He explained as to why that is being suggested. He spoke regarding provisions that Indian Creek Village would share in the cost of upgrades to the system.

Council Member Fuller stated based upon the Mayor's statements and what the Town Attorney's comments were he made the following motion.

A motion was made by Council Member Fuller to approve this item with the provisions provided by the Town Attorney and Mayor Salver, seconded by Vice Mayor Bruder.

Council Member Fuller continued to provide a synopsis of the agreement and what the Town and Indian Creek Village are willing to agree to.

Council Member D'Amico spoke regarding the agreement as presented and offered her concerns.

Mr. Helfman stated that his firm has completed everything they were asked to do. He also noted that the Town's current recommendation would result in the Town receiving less money.

Council Member Yaffe asked for clarification.

Mr. Helfman provided the clarification Council Member Yaffe requested.

Town Manager Noel spoke regarding updating the impact fee rates and what Indian Creek Village proffered.

Council Member D'Amico would like to wait for a report to be provided.

Mr. Helfman stated they will indemnify the Town if anything happens.

After a lengthy discussion among the Council Members and Mr. Helfman took place regarding the studies that have been done in the past, the specifics of the agreement and what Indian Creek Village has already done.

Council Member Fuller stated this has been talked about at several meetings. He stated this is a small connection and they have an agreement with the Town and the motion is to move forward and allow them to provide the connection. He stated that Indian Creek Village is picking up the cost of the connection and the impact fees. He does agree with the Mayor that if they know in 10-15 years, they have to replace their pipes and if the Town is advised that they need to replace it with a bigger pipe because of the connection with Indian Creek Village then Indian Creek Village will cover the supplemental cost.

Council Member D'Amico asked regarding possibly going north.

Mr. Helfman stated that this agreement contemplates this and if the Town decides to go that route, the Town will only have to give Indian Creek Village 180-day notice and they can cut Indian Creek Village off.

Town Manager Noel stated there is a provision in the contract that states that.

Council Member Diallo thanked Mr. Helfman for answering the questions she had.

Vice Mayor Bruder wants to earmark the money to go specifically to maintain the pipes.

Town Manager Noel stated that impact fees have to be specifically earmarked for specific projects.

Council Member Rappaport summarized what the council is agreeing to.

Town Attorney Johnson stated that the provision in question is not in the contract right now and will be added back in.

Mr. Helfman clarified the agreement including an enhanced indemnification.

The motion carried with a 7-0 vote.

Council Member Fuller left the meeting at 11:22 am

19. Discussion and possible action regarding the potential interpretation of the Town Code relating to the application for a Medical Spa usage on the ground floor within the B-1 Business District. Sponsored by Council Member Robert Yaffe

Council Member Yaffe introduced the item.

Vice Mayor Bruder inquired about including a narrow definition in the agreement to clearly limit the scope of services provided. She emphasized that the language should be strictly defined to avoid the possibility of it being interpreted more broadly. Particularly to prevent it from extending to medical services or other unrelated areas.

Council Member D'Amico asked regarding possibly adding language that they have to provide a certain percentage of specific services.

The council members advised the applicant that they can move forward with starting the permitting portion.

A motion was made by Vice Mayor Bruder to move forward with drafting of a first reading ordinance for the September 11, 2025, Town Council meeting, seconded by Council Member Yaffe. The motion carried with a 6-0 vote with Council Member Fuller absent.

20. **Discussion and possible action** to consider a design option for the Kayak Park (96th Street and Bay Harbor Drive). Sponsored by Council Member Teri D'Amico

Item was not heard moved to the September 11, 2025, Meeting.

21. **Discussion** regarding construction site obligations involving cranes and heavy equipment during emergency hurricane situations and evacuation. Sponsored by Council Member Teri D'Amico

Item was not heard moved to the September 11, 2025, meeting.

Adjournment

There being no further business to discuss before the Council, a motion was made by Vice Mayor Bruder to adjourn the meeting at 1:00 p.m., seconded by Council Member Yaffe. The motion carried with a 6-0 vote with Council Member Fuller absent.

Accepted this _____ day of _____, 2025.

Isaac Salver
Mayor

Attest:

Evelyn Herbello, MMC
Town Clerk



Town of Bay Harbor Islands

First Budget Hearing Meeting MINUTES

September 11, 2025

6:00 PM

Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

Opening

Call to Order

Mayor Salver called the meeting to order at 6:02 p.m.

Pledge of Allegiance

The pledge of allegiance was provided by .

Roll Call of Members

Interim Town Clerk Herbello called the roll with the following members present.

Present: Mayor Isaac Salver, Vice Mayor Stephanie Bruder, Council Member Rober Yaffe, Council Member Eric Rappaport, Council Member Molly Diallo, Council Member Teri D'Amico and Council Member Joshua Fuller.

Also Present: Town Manager Lindsley Noel, Skip Miller, Town Attorney.

Special Presentations:

- 1. Special Presentation by Florida State Senator Ana Maria Rodriguez, Florida State Senator Shevrin Jones, Florida House Representative Fabian Basabe and Florida House Representative Mike Redondo.**

Government Relations Specialist Dave Caserta introduced Senator Ana Maria Rodriguez and Representative Fabian Basabe. The delegation presented combined ceremonial checks for Bay Harbor Islands projects: \$1,000,000 for bridge construction and \$900,000 for the Emergency Management Facility. The Mayor and Council

expressed appreciation to the legislators and their staff for sustained support and partnership.

Public Comment:

The following members of the public spoke:

Fran Neuhut expressed concerns regarding potential tax increases, governance and transparency, ADA sidewalk safety, regional coordination with neighboring municipalities, and the historical joint use arrangement with Miami Dade County Public Schools. She also urged the Town to prioritize additional green space and parkland, citing past resolutions and agreements, and raised questions about ensuring evacuation routes and bridge safety during hurricanes.

2. Discussion Items:

- 2.1 Announcement of the proposed FY 2026 property tax rate of 3.4583 mills per \$1,000 taxable value. The "rolled-back" millage rate is 2.9836 mills per \$1,000 taxable value. The proposed FY 2026 Millage Rate is 15.91% more than the rolled-back rate, needed to fund expenditures and expenses for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026. Enclosed are supporting documents.

Town Manager Noel presented the budget context and millage options. Maintaining the prior year millage rate of 3.1728 mills would yield approximately \$802,000 more than last year; however, this would still leave an estimated shortfall of approximately \$636,000 relative to the proposed budget. The Manager attributed primary cost pressures to collective bargaining obligations and increased health care costs.

Council Member Yaffe confirmed on the record that keeping the prior millage rate would not fully fund programs and services under the proposed budget.

Town Manager Noel read the title of the item into the record.

Mayor Salver asked if they wanted to go over some of the budget highlights. He stated that some of the graphs he didn't understand and asked the Town Manager to provide a summary and synopsis of the budget and item.

Town Manager Noel provided the below summary:

Capital Improvement Plan Highlights

Total budgeted capital outlay across funds is approximately nineteen million eight hundred thirty eight thousand dollars. This figure spans multiple funds including law enforcement, park impact fees, parking, sewer, elevation, and other enterprise funds. The general fund capital outlay within this total is approximately five hundred sixty six thousand dollars. Line items discussed

included machinery and equipment, computer software, and public records software.

Intercoastal Bridge Concept Design

The plan lists approximately eight million five hundred thousand dollars for bridge concept design. Staff clarified these funds are from Causeway funds rather than the general fund and are connected to ongoing and future grant applications. Council discussion acknowledged that removing or reducing this allocation could jeopardize eligibility for federal funds. No change was directed.

Park Impact Fees and Renovations

A one hundred fifty thousand dollar line tied to park renovations was discussed. Clarifications noted prior developer contributions and existing allocations, with confirmation that budgeting is still required in order to expend already allocated funds. No additional town burden beyond what is budgeted was identified in the discussion.

New Town Hall Parking

Questions arose regarding one million five hundred thousand dollars and fifteen million five hundred thousand dollars listed for New Town Hall parking in different funds and pages. Staff explained the current concept is an integrated parking structure within the new Town Hall complex. The figures reflect funds already allocated and moving forward rather than new standalone construction elsewhere. Staff will reconcile and clarify these entries in subsequent materials.

Impact Fee Study Update

The Manager reported that staff meets weekly on impact fee updates. The Town intends to use a CCNA firm to conduct a comprehensive review of sewer, park, police, and related impact fees to bring them in line with current conditions. A task list and negotiation process are expected to be in progress by the next budget meeting.

- 2.2 Discussion regarding the Tentative Budget and Tentative Millage Rate for Fiscal Year 2025-2026 Enclosed is a copy of the Tentative Budget.

Item was discussed under the above item.

- 2.3 Consideration and Approval of a resolution adopting a Tentative Millage Rate of 3.4583 mills for Fiscal Year 2025-2026, which is 15.91% more than the rolled back rate of 2.9836 mills per \$1,000 of taxable property value. Enclosed is a copy of the proposed resolution.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ADOPTING A TENTATIVE MILLAGE RATE OF 3.4583 MILLS FOR FISCAL YEAR 2025-2026, WHICH IS GREATER THAN THE ROLLED BACK RATE OF 2.9836 MILLS, COMPUTED PURSUANT TO STATE LAW WITH A 15.91% INCREASE; CONFIRMING THE DATE OF THE SECOND BUDGET PUBLIC HEARING; PROVIDING FOR INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Vice Mayor Bruder to approve resolution adopting a Tentative Millage Rate of 3.4583 mills for Fiscal Year 2025-2026, which is 15.91% more than the rolled back rate of 2.9836 mills per \$1,000 of taxable property value, seconded by Council Member Yaffe. The motion carried with a 7-0 vote.

- 2.4 Consideration and Approval of a resolution adopting a Tentative Budget for the Fiscal Year commencing October 1, 2025 and ending September 30, 2026. Enclosed is a copy of the proposed resolution and Town of Bay Harbor Islands Fiscal Year 2026 Budget.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL COMMENCING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, IN THE AMOUNT OF \$54,047,919; CONFIRMING THE DATE OF THE SECOND BUDGET PUBLIC HEARING; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Vice Mayor Bruder to approve adopting a Tentative Budget for the Fiscal Year commencing October 1, 2025 and ending September 30, 2026, seconded by Council Member Diallo. The motion carried with a 7-0 vote.

- 2.5 **Announcement** of the Second Budget Public Hearing scheduled for Thursday, September 25, 2025, at 6:00 p.m.

Item was discussed.

Adjournment

There being no further business to discuss before the Council, a motion was made by Vice Mayor Bruder to adjourn the meeting at 6:43 p.m.

Accepted this _____ day of _____, 2025.

Isaac Salver
Mayor

Attest:

Evelyn Herbello, MMC
Town Clerk



Town of Bay Harbor Islands

Regular Town Council Meeting MINUTES

September 11, 2025

7:00 PM or immediately following the First Budget Hearing Meeting

Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

Opening

Call to Order

Mayor Salver called the meeting to order at 6:54 p.m.

Pledge of Allegiance

The pledge of allegiance was provided by students Alina, Mathias, and Liliana Hernandez-Garcia for academic and the council recognized them for their extracurricular achievements.

Roll Call of Members

Interim Town Clerk Herbello called the roll with the following members present.

Present: Mayor Isaac Salver, Vice Mayor Stephanie Bruder, Council Member Rober Yaffe, Council Member Eric Rappaport, Council Member Molly Diallo, Council Member Teri D'Amico and Council Member Joshua Fuller.

Also Present: Town Manager Lindsley Noel, Skip Miller, Town Attorney.

Requests for Withdrawals, Deferments and Future Agenda Items:

Council discussed scheduling for the Comprehensive Plan public meeting and start time preferences (e.g., 6:00 PM).

Vice Mayor Bruder requested a comprehensive infrastructure plan (stormwater, sewer, injection well options) coordinated by the Capital Improvement Program lead and Finance.

Town Manager Noel stated the Comprehensive Plan would be before Council no later than November.

Town Manager Report:

Town Manager Noel provided his report and spoke regarding the following:

- Ceremonial/Community: 9/11 Remembrance ceremony (strong participation, including Ruth K. Broad 4th grade).
- Capital & Procurement: RFQ design-criteria package to initiate selection for the Town Hall municipal complex.
- FDOT LAP certification achieved.
- Sidewalk leveling on Kane Concourse scheduled (night work ~3–4 days).
- Staffing: Introduced Sam Zamacona (Capital Improvement Program Director) and Gerald “Tony” Bryan (Finance Director, CPA).
- Events: Final Budget Hearing Sept 25, 2025 at 6:00 PM; Oct 5 Community Center Open House; Oct 12 Seniors on the Go (Fruit & Spice Park); and Oct 14 Mammogram on Wheels (8 AM–3 PM).
- Appropriations: Announced \$1,000,000 for bridge construction and \$900,000 for the Emergency Management Facility.

Council Reports:

Vice Mayor Bruder spoke regarding Ruth K Broad K-8 School air conditioning being a life-safety issue. She spoke regarding the urgency to replace those chillers and providing for a contingency plan.

Council Member Fuller congratulated Mayor Salver on the Florida League of Cities recognition. He thanked Sheriff Rosie for her engagement.

Mayor Salver spoke regarding the appointments to State Task Force on Opiate Abatement and a Florida League of Cities committee. He thanked Senator Shevrin Jones for attending the bridge briefing visit.

Council Member Yaffe emphasized regional coordination and League of Cities engagement.

Public Comment:

The following members of the public spoke:

Rev. Rob A. Singer (Church by the Sea) spoke in favor of Item 7 (Automobile Showroom, second reading), Med Spa Ordinance (first reading), and Item 21 (Police Department lease at 1045 95th Street) and asked supporters in the crowd to stand.

Alex Rangel (Parks & Recreation Committee) presented the mission, vision, and values of the committee. He requested approval of a bilingual month-long survey with QR codes on newsletter/website. He suggested rooftop parks on future parking structures.

Dave Sanchez (resident): Opposed new basketball court; opposed Item 19 (One Kane Concourse work-hours extension) citing traffic/safety and donation concerns.

Fran Neuhtut (resident): Raised transparency concerns, minutes backlog, attorney transition, and waivers undermining DRB and Comprehensive Plan.

Consent Agenda:

A motion was made by Vice Mayor Bruder to approve the consent agenda, seconded by Council Member Yaffe. The motion carried with a 7-0 vote.

1. Flood Insurance Assessment Report. Sponsored by Town Manager Lindsley Noel.

Item approved on consent.

2. A Resolution to approve/adopt the Repetitive Loss Area Analysis (RLAA) for the Town. Sponsored by Town Manager Lindsley Noel.

A RESOLUTION OF THE TOWN COUNCIL, TO APPROVE THE TOWN OF BAY HARBOR ISLANDS REPETITIVE LOSS AREA ANALYSIS (RLAA) REPORT TO COMPLY WITH A CLASS B REPETITIVE LOSS COMMUNITY REQUIREMENTS AND INCREASE CRS CREDIT; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.

Item approved on consent.

3. A Resolution to approve to piggyback off the Interlocal Purchasing System (TIPS) Contract for Holiday and Special Lighting Services. Sponsored by Vice Mayor Stephanie Bruder.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF THE AGREEMENT FOR HOLIDAY AND SPECIAL LIGHTING BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND THE DÉCOR GROUP, INC. DBA CHRISTMAS DECOR; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Item approved on consent.

4. A Resolution to amend Resolution No. 1085 establishing charges for clerical assistance in connection with the inspection and duplication of public records and adopt the Town's Public Records Policy. Sponsored by Town Manager Lindsley Noel.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING RESOLUTION NO. 1085 ESTABLISHING CHARGES FOR CLERICAL ASSISTANCE IN CONNECTION WITH THE INSPECTION AND DUPLICATION OF PUBLIC RECORDS, THE NATURE OR VOLUME OF WHICH IS SUCH AS TO REQUIRE EXTENSIVE CLERICAL OR SUPERVISORY ASSISTANCE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Item approved on consent.

Ordinances on Second Reading:

5. Consideration and approval of an Ordinance on Second Reading amending Section 23-11 of the Town Code related to the second-story building area waivers and garage percentage in the RD District. Sponsored by Vice Mayor Stephanie Bruder.

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" RELATED TO SECOND FLOOR BUILDING AREA WAIVERS AND TO ESTABLISH GARAGE AREA LIMITATIONS IN THE RD (SINGLE-FAMILY RESIDENTIAL) ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item.

Interim Town Clerk Herbello read the title of the ordinance into the record.

Members of the public raised concerns regarding the DRB/Comp Plan.

Town Council emphasized codifying limits and clarity.

A motion was made by Vice Mayor Bruder to approve the ordinance on second reading, seconded by Council Member Yaffe. The motion carried with a 7-0 vote.

6. Consideration and approval of an Ordinance on Second Reading Amending Section 23-5 of the Town Code for the B-1 Business District to remove automobile showrooms for display and sales from the list of prohibited uses, thereby allowing them as a permitted use. 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 THE LAND USES PERMITTED OR PROHIBITED IN THE B-1 BUSINESS DISTRICT; AMENDING SECTION 23-5 OF THE ZONING AND PLANNING CODE TO MODIFY THE LIST OF PERMITTED USES IN THE B-1 BUSINESS DISTRICT TO INCLUDE AN AUTOMOBILE SHOWROOM FOR DISPLAY AND SALES AND PROVIDING REGULATIONS WITH RESPECT THERETO; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Town Manager Noel read the title of the item.

Interim Town Clerk Herbello read the title of the ordinance into the record.

Council Member Joshua Fuller opposed test drives within Town limits and expressed broader opposition to the use as drafted:

- Concern that the route language tied test drives to specific streets (e.g., 95th Street and East Bay Harbor) in a way that read site-specific; requested removal of site-specific routing.
- Safety concerns that test drives inherently involve rapid acceleration (“pick-up”), inappropriate near schools and in a pedestrian-oriented district.
- Sought to avoid perceived spot zoning and any code language tailored for a single property or single user.
- Requested safeguards against a “bait-and-switch” where a high-end brand could be replaced later by a lower-end dealership.
- Proposed: prohibit all test drives inside Town limits; if permitted to exit, require only employees to operate vehicles inside Town; consider minimum price/luxury criteria for display vehicles.

Council Member Eric Rappaport agreed with restricting test drives; suggested prohibitions during weekends and school hours if any allowance remains and favored limiting approval to the specific location to avoid corridor-wide impacts.

Council Member Teri D’Amico supported the showroom as consistent with retail activation and stated the code change was not spot zoning; noted prior direction that

any test drives must occur outside Town limits and that the display/storage would be limited (e.g., up to five vehicles).

Council Member Robert Yaffe criticized the draft's test-drive paragraph as convoluted and requested clear, enforceable language: no test driving within Bay Harbor Islands other than exiting the garage to leave Town eastbound; asked Town Attorney to return with precise wording and acknowledged code-enforcement fine schedules for violations.

Vice Mayor Stephanie Bruder emphasized that the planner worked with her to allow up to two showrooms via distance separation, preserving corridor character; directed that the ordinance be rewritten "with teeth," including employee-only operation within Town, luxury-only vehicles, and penalties for violations; supported continuing the item to finalize language.

Town Manager Lindsley Noel recommended striking property-specific routing and simplifying the ordinance to limit vehicle movement within Town strictly to entering/exiting, with only employees driving inside Town; suggested requiring visible identifiers on test-drive vehicles to aid enforcement.

Town Planner Belle clarified the draft allows two showrooms by separation and is not limited to a single user or parcel; indicated comfort with a "luxury" qualifier if defined.

Applicant/Representative (The Collection/Aston Martin) acknowledged first-reading edits to route language and agreed to Council direction to refine restrictions; reiterated very low expected test-drive volume for a boutique, high-end showroom.

Public Comment

Fran (Resident) supported the showroom as a high-quality addition consistent with the corridor's brand; urged approval after clarifying ordinance details.

Dave Sanchez (Resident) raised enforcement concerns and compared the showroom to temporary sales galleries; questioned how to ensure compliance with designated routes if the code lacks explicit mechanisms.

Town Manager noted a letter of support from the Grand Beach Hotel ownership for the showroom.

Revisions Requested (to be drafted by staff for the continued hearing)

- 1) Test-drives: Prohibit all test-driving within Bay Harbor Islands, except the minimum movement required to exit/enter Town. Strike site-specific route language; if a direction of travel is retained, make it generally applicable (e.g., eastbound to exit), not parcel-specific.
- 2) Operator restriction: Within Town limits, only dealership employees may operate vehicles; customers may not drive until outside Town limits.
- 3) Luxury standard: Define the showroom as a luxury automobile use; Council to select a definition (e.g., brand list, class definition, or a minimum MSRP threshold).

- 4) Display limits: Consider a quantitative display cap (e.g., maximum number of vehicles on display, or per-square-foot ratio).
- 5) Enforcement: Reference the Town's code-enforcement penalty schedule; violations accrue to the establishment. Require visible identifiers on vehicles used for test-drives to aid enforcement.
- 6) Hours (discussed): Some members suggested added restrictions during school hours and weekends; prevailing view favored a full in-Town prohibition rather than time windows.
- 7) Corridor policy: Confirm distance-separation to allow up to two showrooms on the corridor to avoid corridor-wide proliferation and spot-zoning concerns.

A motion was made by Vice Mayor Bruder for purposes of discussion, seconded by Council Member Diallo.

Vice Mayor Bruder amended her motion to continue discussion on this item at the October 8, 2025 at 7:00 p.m. Town Council Meeting in order to provide staff time to make the changes requested, seconded by Council Member Diallo. The motion carried with a 7-0 vote.

Ordinances on First Reading:

7. Consideration and approval of an Ordinance on First Reading of the Town Council of the Town of Bay Harbor Islands, Florida, amending Chapter 16, the Town of Bay Harbor Islands employees retirement system, to provide an election for an increased contribution rate for members who are appointed to serve as Town Manager. Sponsored by Vice Mayor Stephanie Bruder, Council Member Teri D'Amico, Council Member Joshua Fuller and Council Member Robert Yaffe.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, AMENDING ARTICLE II, ELIGIBILITY AND MEMBER CONTRIBUTIONS TO PROVIDE AN ELECTION FOR AN INCREASED CONTRIBUTION RATE FOR MEMBERS WHO ARE APPOINTED TO SERVE AS TOWN MANAGER; AMENDING ARTICLE III, RETIREMENT DATES TO PROVIDE A NORMAL RETIREMENT DATE RELATED TO SAID ELECTION; AMENDING ARTICLE IV, RETIREMENT BENEFITS, TO PROVIDE A BENEFIT RATE RELATED TO SAID ELECTION; AMENDING ARTICLE PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Town Manager Noel read the title of the item.

Interim Town Clerk Herbello read the title of the ordinance into the record.

A motion was made by Council Member Fuller to approve the ordinance on first reading, seconded by Vice Mayor Bruder. The motion carried with a 7-0 vote.

8. Consideration and approval of an Ordinance on First Reading of the Town Council of the Town of Bay Harbor Islands, Florida, amending Chapter 16, Article IV, Retirement Benefits, Section 16-40, Schedule, to increase the monthly retirement subsidy to \$425. In accordance with the current collective bargaining agreement between the Town and the Bargaining representative of the Police Officers. Sponsored by Town Manager Lindsley Noel.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, ARTICLE IV, RETIREMENT BENEFITS, SECTION 16-40, SCHEDULE, TO INCREASE THE MONTHLY RETIREMENT SUBSIDY TO \$425.00 IN ACCORDANCE WITH THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN AND THE BARGAINING REPRESENTATIVE OF THE POLICE OFFICERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Town Manager Noel read the title of the item.

Interim Town Clerk Herbello read the title of the ordinance into the record.

A motion was made by Vice Mayor Bruder to approve the ordinance on first reading, seconded by Council Member Fuller. The motion carried with a 7-0 vote.

9. Consideration and approval of an Ordinance on First Reading Amending Section 23-80 of the Town Code for to establish survey requirements for new construction, additions, and site modifications. Sponsored by Vice Mayor Stephanie Bruder.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; ADDING SECTION 23-80 THROUGH SECTION 23-82 TO THE ZONING AND PLANNING CODE TO REQUIRE THE SUBMISSION OF A SURVEY PRIOR TO THE ISSUANCE OF CERTAIN DEVELOPMENT PERMITS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Town Manager Noel read the title of the item.

Interim Town Clerk Herbello read the title of the ordinance into the record.

Discussion took place on the ordinance among council and it was agreed upon to add a notification provision for the second reading of this ordinance.

A motion was made by Vice Mayor Bruder to approve the ordinance on first reading with amendments, seconded by Council Member Yaffe. The motion carried with a 7-0 vote.

10. Consideration and approval of an Ordinance on first reading regarding construction parking. Sponsored by Vice Mayor Stephanie Bruder and Council Member Robert Yaffe.

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF
BAY HARBOR ISLANDS, FLORIDA, AMENDING THE
TOWN'S CODE OF ORDINANCES RELATED TO BUILDING
AND CONSTRUCTION ACTIVITIES; AMENDING ARTICLE 1
OF CHAPTER 5 ENTITLED BUILDINGS AND
CONSTRUCTION BY REVISING SECTION 5-5 PERTAINING
TO PARKING AT CONSTRUCTION SITES; PROVIDING FOR
INCORPORATION OF RECITALS; PROVIDING FOR
CONFLICT AND REPEALER; PROVIDING FOR
CODIFICATION; PROVIDING FOR SEVERABILITY; AND
PROVIDING FOR AN EFFECTIVE DATE.**

Town Manager Noel read the title of the item.

Interim Town Clerk Herbello read the title of the ordinance into the record.

Vice Mayor Bruder is requiring for workers to be bussed in and there be no leasing of resident's parking spaces. She requested for off-site parking to be added as a requirement.

Council Member Fuller requested for the adding a specific definition of "construction worker".

Council Member Yaffe stated that it is the responsibility of the developers to police their crew in order to protect residents' reserved parking spaces.

Council agreed to bring forward a separate ordinance prohibiting the leasing of any parking spaces to construction workers or developers.

A motion was made by Vice Mayor Bruder to approve the ordinance on first reading with amendments, seconded by Council Member Yaffe. The motion carried with a 7-0 vote.

11. Consideration and approval of an Ordinance on First Reading Amending Section 5.17 of the Town Code entitled "Garage and Carport Elevation and Enclosure Requirements". Sponsored by Council Member Robert Yaffe.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO BUILDING AND CONSTRUCTION ACTIVITIES; AMENDING ARTICLE 1 OF CHAPTER 5 ENTITLED BUILDINGS AND CONSTRUCTION BY REVISING SECTION 5-17 PERTAINING TO MATERIALS USED FOR GARAGES OR CARPORTS AND GARAGE AREA LIMITATIONS FOR SINGLE-FAMILY HOMES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item.

Interim Town Clerk Herbello read the title of the ordinance into the record.
Council members discussed the ordinance and provided no amendments.

A motion was made by Vice Mayor Bruder to approve the ordinance on first reading, seconded by Council Member Yaffe. The motion carried with a 7-0 vote.

12. Consideration and approval of an Ordinance on First Reading incorporating Fats, Oils, and Grease (FOG) Regulations. 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 TO REGULATE THE DISCHARGE OF FATS, OILS, GREASE AND HAIR INTO THE TOWN'S WASTEWATER AND STORMWATER SYSTEMS; IMPOSING PENALTIES, COSTS AND OTHER SANCTIONS AGAINST VIOLATORS; ADDING A SECTION TO CHAPTER 13 OF THE TOWN'S CODE OF ORDINANCES; ADDING AN ARTICLE TO CHAPTER 25 OF THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item.

Interim Town Clerk Herbello read the title of the ordinance into the record.

Building Official Garcia provided an overview of this ordinance.

Council Member D'Amico stated that salons need education on hair interceptors.

Council members discussed the ordinance and Building Official Garcia explained in detail the importance of this ordinance and how it will help our wastewater and stormwater systems.

A motion was made by Council Member D'Amico to approve the ordinance on first reading, seconded by Council Member Rappaport. The motion carried with a 7-0 vote.

13. Consideration and Approval of an Ordinance on First Reading Permit Expiration and Progress Regulations. Sponsored by Vice Mayor Stephanie Bruder and Council Member Robert Yaffe.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES TO ESTABLISH REGULATIONS TO LIMIT THE DURATION OF PERMITS ISSUED BY THE TOWN FOR CONSTRUCTION OR DEVELOPMENT; PROVIDING FOR EXTENSIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR APPEALS; PROVIDING FOR FINES AND OTHER SANCTIONS; ADDING A SECTION TO CHAPTER 5, ARTICLE I OF THE TOWN'S CODE OF ORDINANCES; RENUMBERING OTHER SECTIONS OF CHAPTER 5, ARTICLE I OF THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item.

Interim Town Clerk Herbello read the title of the ordinance into the record.

Building Official Garcia provided an overview of the ordinance and its intent.

A motion was made by Council Member Yaffe to approve the ordinance on first reading, seconded by Council Member D'Amico. The motion carried with a 7-0 vote.

14. Consideration and approval of an Ordinance on First Reading regarding a B-1 Med Spa. Vice Mayor Stephanie Bruder and Council Member Robert Yaffe.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO THE LAND USES PERMITTED OR PROHIBITED IN THE B-1 BUSINESS DISTRICT; AMENDING SECTION 23-5 OF THE ZONING AND PLANNING CODE TO MODIFY THE LIST OF PERMITTED USES IN THE B-1 BUSINESS DISTRICT TO INCLUDE A MEDICAL SPA; DEFINING MEDICAL SPA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR

**CONFLICT AND REPEALER; PROVIDING FOR
CODIFICATION; PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.**

Town Manager Noel read the title of the item.

Interim Town Clerk Herbello read the title of the ordinance into the record.

Victoria Taylor, the applicant, spoke about the medspa and explained the types of services that will be offered. She clarified what procedures and treatments the medspa will perform, likely aiming to address any concerns or misconceptions about the scope of services, especially in relation to medical treatments.

Council Member Fuller stated that the ordinance must be amended at the second reading to include a requirement that all waste collection take place at the back of the building, with no waste collection allowed in the front.

Additionally, the Council and the applicant agreed to amend the ordinance as follows:

- Section A.1: Either define the term “*minimally invasive*” clearly or remove it entirely, and provide specific examples of what is meant.
- Section B.5: Remove the phrase “*shall include but are not limited to*” to avoid overly broad interpretations.
- The Council requested that clear limitations be defined and that the ordinance specifically explain what the “following procedures” are, to ensure clarity and restrict the scope of allowed services.

A motion was made by Council Member Yaffe to approve the ordinance on first reading with amendments, seconded by Vice Mayor Bruder. The motion carried with a 7-0 vote.

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

Deferred to 10/8/2025 mtg at 7 pm

16. Discussion and possible action to consider a design option for the Kayak Park (96th Street and Bay Harbor Drive). Sponsored by Council Member Teri D'Amico.

Council Member D'Amico provided a presentation with her design concepts and council discussed the item as a whole.

17. Discussion regarding construction site obligations involving cranes and heavy equipment during emergency hurricane situations and evacuation. Sponsored by Council Member Teri D'Amico.

Council Member D'Amico provided her concerns with cranes and construction equipment during hurricane season.

18. Discussion and possible action to enter an agreement for extended construction work hours. Placed on agenda for discussion by Town Manager Lindsley Noel.

Mr. Tauber requested extended hours to start at 7 am and Saturdays from 8 am to 3 pm

Council requested to revisit at the October 8, 2025 meeting and advised property owner to get a letter from the neighbors stating what they agree to.

19. Discussion and possible action regarding an agreement between SBC USA, LLC and the Town to utilize space on the south side of Causeway Island for the transfer of debris. Placed on the agenda for discussion by Town Manager Lindsley Noel.

Jeri Goodkin Dausey introduced the item and requested the Town to approve utilizing the space on the south side of Causeway Island for storage of material.

Discussion among the council, Town Attorney and Ms. Goodkin-Dausey took place and the council directed the Town Attorney to research if they would approve this usage if it complies with Florida Statutes as it pertains to waterfront property and bring it back to the council at the October 8, 2025 Town Council Meeting.

20. Discussion and Possible Action to enter into a lease agreement with Church by the Sea for property located at 1045 95th Street, Bay Harbor Islands, FL. Placed on the agenda for discussion by Town Manager Lindsley Noel.

Town Manager Noel introduced the item and explained the need for additional office space.

Discussion took place among the council and consensus was for the Town Manager to bring back at the September 25, 2025 Council Meeting with a proposal and quotes for the buildout of the space along with an agreement.

Vice Mayor Bruder left the meeting at 9:54 p.m.

21. Discussion and possible action to go out for an RFP for Town Attorney services. Sponsored by Vice Mayor Stephanie Bruder.

Deferred to 10/8/2025 mtg at 7 pm

22. Discussion and possible action approving a resolution creating the Historic Advisory Committee. Sponsored by Council Member Eric Rappaport.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, CREATING A HISTORIC ADVISORY COMMITTEE; PROVIDING FOR THE COMMITTEE'S PURPOSE, COMPOSITION, DUTIES AND RESPONSIBILITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item.

Interim Town Clerk Herbello read the title of the resolution into the record.

Council Member Rappaport introduced the item and explained the mission and goal of this committee.

A motion was made by Council Member D'Amico to approve the resolution, seconded by Council Member Rappaport. The motion carried with a 6-0 vote with Vice Mayor Bruder absent.

23. Alternatives for 3-Dimension printing of modules associated with the artificial reefs at Causeway Island and the Bay Harbor Waterway. Sponsored by Council Member Joshua Fuller.

Council Member Fuller introduced the item and provided the different samples of the artificial reef.

Consensus by the council was to choose the fish caves and clams and work with the branding company for some ideas. Those ideas are to be provided to the Town Manager.

24. Discussion and Possible Action to appoint a Town Clerk. Town Council Discretion

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

Town Manager Noel read the title of the item.

Interim Town Clerk Herbello read the title of the ordinance into the record.

Council Member Fuller requested an addition to the contract to state that the Town Clerk cannot use her accumulated vacation and personal time to meet the required 60 days notice.

Mayor Salver asked to place the swearing in ceremony for the 9/25/2025 Special Council Meeting.

A motion was made by Council Member Yaffe to approve the resolution with the amendment to the contract, seconded by Council Member Rappaport. The motion carried with a 6-0 vote with Vice Mayor Bruder absent.

25. Discussion and Possible Action on the Rescheduling Procedure for Town Council Meetings. Sponsored by Council Member Robert Yaffe.

Council Member Yaffe introduced the item and explained the need to have the calendar of meeting dates approved at the November meeting in order to avoid the changing of dates.

The council as a whole requested to bring back a resolution with a policy on scheduling and rescheduling town council meetings. The council directed the Town Clerk to call the Florida League of Cities to see when the dates of their committee meetings for 2026 are scheduled and have that in mind when creating the council meeting calendar. This is due to two members of the council being active in committees for the Florida League of Cities.

Supplemental Agenda:

26. External Auditor Evaluation Committee Selection. Sponsored by Gerald Bryan, Finance Director

Finance Director Bryan introduced the item.

A motion was made by Council Member Yaffe to approve the process, seconded by Council Member Fuller. The motion carried with a 6-0 vote with Vice Mayor Bruder absent.

Adjournment

There being no further business to discuss before the Council, a motion was made by Council Member Yaffe to adjourn the meeting at 10:39 p.m.

Accepted this _____ day of _____, 2025.

Isaac Salver
Mayor

Attest:

Evelyn Herbello, MMC
Town Clerk



Town of Bay Harbor Islands

Final Budget Hearing Meeting MINUTES

September 25, 2025

6:00 PM

Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

Opening

Call to Order

Mayor Salver called the meeting to order at 6:00 p.m.

Pledge of Allegiance

Roll Call of Members

Town Clerk Herbello called the roll with the following members present.

Present: Mayor Isaac Salver, Vice Mayor Stephanie Bruder, Council Member Robert Yaffe, Council Member Eric Rappaport, Council Member Molly Diallo, Council Member Teri D'Amico and Council Member Joshua Fuller (via zoom).

Also Present: Town Manager Lindsley Noel and Town Attorney Brad Berkman.

Public Comments:

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

The following individual from the public spoke:

Fran Neuhut spoke in response to a comment made by the Florida League of Cities, emphasizing that security and cleanliness do not come for free. She addressed the issue of tax exemptions, specifically referencing the Church by the Sea and its tax-free status. She expressed concern that because the church is exempt from paying taxes, local residents are left to cover the financial shortfall created by that exemption. She also addressed her concerns regarding the infrastructure and parking in Town.

Discussion Items:

1. **Announcement** of the Town of Bay Harbor Islands Fiscal Year 2026 final millage rate of 3.4583 mills per \$1,000 taxable value. The "rolled-back" millage rate is 2.9836 mills per \$1,000 taxable value. The proposed FY 2026 Millage Rate is 15.91% more than the rolled-back rate, needed to fund expenditures and expenses for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026.

Town Manager Noel read the title of the item into the record.

A motion was made by Vice Mayor Bruder to approve the announcement, seconded by Council Member D'Amico. The motion carried unanimously.

2. **Consideration and Approval** of a resolution adopting a Final Millage Rate of 3.4583 mills for Fiscal Year 2025-2026, which is 15.91% more than the rolled back rate of 2.9836 mills per \$1,000 of taxable property value. Enclosed is a copy of the proposed resolution.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ADOPTING A FINAL MILLAGE RATE OF 3.4583 MILLS FOR FISCAL YEAR 2025-2026, WHICH IS GREATER THAN THE ROLLED BACK RATE OF 2.9836 MILLS, COMPUTED PURSUANT TO STATE LAW WITH A 15.91% INCREASE; PROVIDING FOR INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the resolution into the record.

Mayor Salver stated that, prior to this meeting, the Town held budget workshops and conducted its first budget hearing on September 11, 2025, in accordance with Florida Statutes."

A motion was made by Vice Mayor Bruder to approve and adopt a final millage rate of 3.4583 mills for fiscal year 2025-2026, which is greater than the roll back rate of 2.9836 mills, computed pursuant to State Law with a 15.91% increase, seconded by Council Member D'Amico. The motion carried with a 7-0 vote.

- 3. Consideration and Approval** of a resolution adopting a Final Budget for the Fiscal Year commencing October 1, 2025 and ending September 30, 2026. Enclosed is a copy of the proposed resolution and Town of Bay Harbor Islands Fiscal Year 2026 Budget.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ADOPTING A FINAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, IN THE AMOUNT OF \$54,047,919; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the resolution into the record.

There was no discussion on the item by council.

A motion was made by Vice Mayor Bruder to approve and adopt a final budget for fiscal year commencing October 1, 2025 and ending September 30, 2026 in the amount of \$54,047,919, seconded by Council Member Yaffe. The motion carried with a 7-0 vote.

Adjournment:

There being no further business to discuss before the council, a motion was made by Council Member Yaffe to adjourn the meeting at 6:10 p.m.

Isaac Salver
Mayor

ATTEST

Evelyn Herbello, MMC
Town Clerk



Town of Bay Harbor Islands

Town Council Meeting MINUTES

September 25, 2025

7:00 PM or immediately following the Final Budget Hearing Meeting

Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

Opening

Call to Order

Mayor Salver called the meeting to order at 6:15 p.m.

Pledge of Allegiance

Roll Call of Members

Town Clerk Herbello called the roll with the following members present.

Present: Mayor Isaac Salver, Vice Mayor Stephanie Bruder, Council Member Robert Yaffe, Council Member Eric Rappaport, Council Member Molly Diallo, Council Member Teri D'Amico and Council Member Joshua Fuller (via zoom).

Also Present: Town Manager Lindsley Noel and Town Attorney Brad Berkman.

Special Presentations:

Town Clerk Herbello was sworn in as the new Town Clerk by Mayor Salver.

Requests for Withdrawals, Deferments and Future Agenda Items:

Council Member Yaffe requested to pull Item 1 (Minutes). He stated that he had some revisions to the minutes, and he met with Town Clerk Herbello to address the revisions.

Public Comments:

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

The following individuals from the public spoke:

The following individual from the public spoke:
Dave Sanchez asked regarding the crossed-out items on the agenda.

Council Member Fuller explained that there were issues with the first draft of the agreement related to Item 5 (Discussion and Possible Action to enter into a access agreement with Church by the Sea for property located at 1045 95th Street, Bay Harbor Islands, FL.) and they would like additional time to review the contract before proceeding with a vote on that item.

Fran Neuhut spoke regarding spoke regarding tax exemption properties and Church by the Sea.

Minutes:

1. Approval of Minutes for the following meeting dates: January 8, 2025 Town Council Meeting, February 20, 2025 Town Council Meeting, March 5, 2025 Town Council Meeting, April 9, 2025 Organizational Meeting, April 9, 2025 Town Council Meeting, May 14, 2025 Town Council Meeting, June 11, 2025 Town Council Meeting, June 17, 2025 Town Budget Workshop Meeting, July 29, 2025 Town Budget Workshop Meeting, August 13, 2025 Town Council Meeting, September 11, 2025 First Budget Hearing Meeting, September 11, 2025 Town Council Meeting.

Council Member Yaffe deferred the item to the October 8, 2025, meeting.

Town Clerk Herbello stated she is currently reviewing the minutes and making those revisions and will place the minutes on the October 8, 2025, Town Council Meeting Agenda.

Vice Mayor Bruder requested that the Town Clerk explain the format of the minutes that will be used, noting that other municipalities utilize similar formats.

Town Clerk Herbello explained that the meeting minutes will include some summary content but will primarily follow an action minutes format.

Council Member Fuller stated that he is comfortable with either format, as long as the minutes are accurate and in compliance with Florida Statutes.

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.)*

A motion was made by Vice Mayor Bruder to approve the consent agenda, minus the pulled item (Item 1-Minutes), seconded by Council Member Yaffe. The motion carried with a 7-0 vote.

2. An amendment to the Resolution adopted by the Town Council at the September 11, 2025, Town Council Meeting due to a scrivener's error approving to piggyback off the Interlocal Purchasing System (TIPS) Contract for Holiday and Special Lighting Services. Sponsored by Vice Mayor Stephanie Bruder.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF THE AGREEMENT FOR HOLIDAY AND SPECIAL LIGHTING BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND THE DÉCOR GROUP, INC. DBA CHRISTMAS DECOR; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

Approved on consent.

Ordinances on Second Reading:

Ordinances on First Reading:

3. Consideration and Approval of an Ordinance on First Reading Amending Sections 20-5 and 20-6 of the Town Code adopting Miami-Dade County's water service pass-through increase effective October 1, 2025. This shall become effective for all billings rendered after November 1, 2025.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTIONS 20-5 AND 20-6 OF THE CODE OF BAY HARBOR ISLANDS TO INCREASE THE MONTHLY CHARGE FOR WATER SERVICE TO \$6.41 PER ONE THOUSAND GALLONS AND TO INCREASE THE MINIMUM MONTHLY SERVICE CHARGES FOR EACH WATER METER TO \$29.77; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the ordinance into the record.

No discussion took place among the council.

A motion was made by Vice Mayor Bruder to approve the ordinance on first reading, seconded by Council Member Rappaport. The motion carried with a 7-0 vote.

4. Consideration and Approval of an Ordinance on First Reading Amending Section 20-9 of the Town Code adopting Miami-Dade County's sewer service pass-through increase effective October 1, 2025. This shall become effective for all billings rendered after November 1, 2025.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING SECTION 20-9 OF THE TOWN CODE TO INCREASE THE MONTHLY BASE AND FLOW CHARGES FOR SEWER SERVICE FOR RESIDENTIAL USERS TO \$34.43 AND \$13.17 RESPECTIVELY; TO INCREASE THE MONTHLY BASE CHARGES FOR NON-RESIDENTIAL USERS IN ACCORDANCE WITH THE SCHEDULE PROVIDED HEREIN, AND TO INCREASE THE MONTHLY FLOW CHARGES FOR NON-RESIDENTIAL USERS TO \$13.17; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE;

**PROVIDING FOR CONFLICT AND REPEALER; AND
PROVIDING FOR AN EFFECTIVE DATE.**

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the ordinance into the record.

Council Member Yaffe inquired about Miami Beach's alleged justification for the proposed increase.

Town Manager Noel stated that Miami Beach should have implemented the rate increases incrementally but did not do so. He noted that they were dissatisfied with the current increase and Miami Beach originally proposed a one-time adjustment; however, they ultimately agreed to phase the increase over two years. He added that the Town's staff is currently exploring alternative options which include meetings with Miami Dade County to discuss possibly rerouting our system and avoid going through Miami Beach.

Council Member Fuller discussed the exponential increase in deferred maintenance costs and the financial impact on Bay Harbor and surrounding municipalities.

Vice Mayor Bruder asked regarding the consequences of not passing the resolution.

Town Manager Noel mentioned the financial conflict and impact on the town and residents.

Council Member Fuller emphasized the need for legal counsel to respond to the situation and the importance of a second reading.

Council Member Yaffe requested an expeditious opinion from the town attorney on their rights under the contract to determine if litigation is possible.

Council Member Fuller mentioned the feasibility of rerouting the sewer to the County instead of Miami Beach.

Vice Mayor Bruder suggested going directly to the County to avoid dependency on Miami Beach. She also emphasized the need for a capital improvement plan to address the sewer system.

Town Manager Noel mentioned meetings with Miami Dade County and the timeline for the project.

Council Member Fuller highlighted the importance of coordinating with other municipalities, including Bay Harbor and Surfside.

Council Member D'Amico suggested considering routes north to FIU to avoid going through Miami Beach.

Mayor Salver discussed the various options available and stated that, based on the advice of the Town Attorney and Town Manager, it is necessary to adopt this ordinance in order to lawfully pass the increase on to the residents.

Direction by the Council was provided for the Town Attorney to return for second reading with a written opinion on litigation options, contract rights, and any basis to seek injunctive relief.

Direction by Council was given to Town Manager to outline funding paths and include the projects in the capital planning/retreat discussion to include timelines, pay for plan and grant options.

A motion was made by Vice Mayor Bruder to approve the ordinance on first reading, seconded by Council Member D'Amico. The motion carried with a 7-0 vote.

Deferred Items:

Town Manager Items:

5. Discussion and Possible Action to enter into an access agreement with Church by the Sea for property located at 1045 95th Street, Bay Harbor Islands, FL. Placed on the agenda for discussion by Town Manager Lindsley Noel.

Town Manager Noel introduced the item.

Fran Neuht asked what access means.

Council Member Yaffe explained the purpose of the access agreement to assess the building's suitability.

Council Member Fuller spoke regarding the letter of intent and the need to finalize the lease agreement.

Council Member Rappaport raised concerns about the financial implications of the lease agreement. He had questioned the financial viability of the lease agreement, particularly the rent increases.

Finance Director Bryan provided a comparison between option 1 and option 9 with option 9 deferring cash outlay to preserve liquidity now.

Discussion took place among council and Town Manager regarding the financial analysis, the deferred payments, the benefits of Option 9 and the overall financial impact. Also, discussion was the possibility of the cost for a direct purchase of the property.

Town Manager Noel stated that the Church is not willing to sell at this time and that the assessed taxable value of that property is approximately \$6 million dollars.

Council Member Fuller emphasized the need to focus on the access agreement.

A motion was made by Vice Mayor Bruder to approve the access agreement with Church by the Sea, seconded by Council Member Diallo. The motion carried with a 7-0 vote.

Discussion Items:

6. Discussion and possible action regarding an agreement between SBC USA, LLC and the Town to utilize space on the south side of Causeway Island for the transfer of debris. Sponsored by Vice Mayor Stephanie Bruder.

Town Manager Noel read the title of the item into the record.

Vice Mayor Bruder introduced the item.

A motion was made by Council Member Yaffe for discussion purposes, seconded by Council Member D'Amico.

Council Member Fuller raised concerns about the legal flaws in the proposed lease agreement and the need for a revised document. He stated he did not have time to review the agreement since he received it at 4 pm today.

Yaffe withdrew his motion since the document is not ready

A motion was made by Vice Mayor Bruder for discussion purposes, seconded by Council Member D'Amico.

Council Member D'Amico raised concerns about the lack of details in the contract, including dimensions and traffic plans She expressed concerns about the environmental impact and the potential damage to the property.

Jerry Goodkin, SBC, addressed the concerns raised and mentioned the construction plans and the use of off-duty police officers.

Council Member Rappaport expressed concerns about the visual impact and the need for a revised lease.

Mayor Salver requested a straw vote to determine which Council Members are interested in moving forward with having the Town Attorney collaborate with Mr. Kasdin to develop a mutually agreeable agreement, to be presented at the next Council meeting on October 8, 2025.

Council Member Rappaport and Council Member D'Amico voted against moving forward. Council Members Diallo and Yaffe, as well as Vice Mayor Bruder, expressed interest in proceeding. Mayor Salver remained neutral but stated that he would support the initiative if Council Member Fuller is committed to following up and working with the Town Manager, Town Attorney, and Mr. Kasdin to finalize the lease.

Vice Mayor Bruder withdrew her motion.

A motion was made by Vice Mayor Bruder to defer this item to the October 8, 2025, Town Council Meeting with the caveat that Council Member Fuller is committed to following up and working with the Town Manager, Town Attorney, and Mr. Kasdin to finalize the lease, Council Member D'Amico seconded the motion. The motion carried with a 7-0 vote.

Public Comment:

David Sanchez spoke regarding Indian creek agenda and how this site will take 3½ years to be built.

Adjournment:

There being no further business to discuss before the council, a motion was made by Vice Mayor Bruder to adjourn the meeting at 7:08 p.m.

Isaac Salver
Mayor

ATTEST

Evelyn Herbello, MMC
Town Clerk

AGENDA ITEM REPORT

October 8, 2025

ITEM NUMBER: 3.

ITEM: Discussion and Approval of a Resolution to adopt the Miami-Dade County Local Mitigation Strategy (LMS) Plan. Sponsored by Town Manager Lindsley Noel.

DESCRIPTION:

OBJECTIVES

Maximize CRS credit points assigned to the Town to improve CRS ranking, and gain access to Federal funds for projects that improve resiliency to flooding and hurricanes.

BACKGROUND

The Town of Bay Harbor Islands participates in the National Flood Insurance Program (NFIP) and receives credit for improving the community's resiliency to flooding through CRS credit points. CRS is the acronym for the Community Rating System. CRS points are credited for the Town's adoption of the County's LMS plan, which contains the County's Floodplain Management Plan. The other advantage of adopting the County's LMS Plan is to gain access to Federal funds for the Town's flood and storm-related projects, whenever funds are assigned based on prior impact of hurricanes on the region.

The Town last adopted the County's LMS plan in September 2020. The LMS Plan is revised every five years.

DISCUSSION

The Florida Division of Emergency Management has approved the Miami-Dade County 2025 Local Mitigation Strategy Plan pending adoption. Approval is granted when all technical components of the plan have been met. However, to be fully approved, each jurisdiction within Miami-Dade County must adopt the plan through their own governing body. Having an approved hazard mitigation plan is a requirement to participate in FEMA Hazard Mitigation Assistance (HMA) programs such as the Hazard Mitigation Grant Program (HMGP).

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

None

BUDGET IMPACT:

Submitted By: Randy Daniel, Town Engineer

ATTACHMENTS

1.	RESOLUTION
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RESOLUTION NO. 25XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, TO ADOPT THE MIAMI-DADE COUNTY 2025 LOCAL MITIGATION STRATEGY (LMS); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands (the Town) is a participant in the National Flood Insurance Program (NFIP) which ensures that all residents who live in Special Flood Hazard Areas can purchase flood insurance; and

WHEREAS, the Community Rating System (CRS) was developed by the Federal Emergency Management Agency (FEMA) and is based on a points system to reward communities that implement activities above the minimum requirements of the NFIP; and

WHEREAS, CRS Activity 512 requires the Town to adopt a Floodplain Management Plan that is consistent with FEMA and NBFIP requirements, to achieve CRS credit; and

WHEREAS, the County's LMS Plan contains a Floodplain Management Plan; and

WHEREAS, the Town is currently a CRS Class 9 community and to retain or improve the CRS Class 9 rating and make flood insurance more affordable, the Town is requested to pass a resolution that adopts Miami Dade-County's 2025 Local Mitigation Strategy Plan; and

WHEREAS, the Florida Division of Emergency Management has approved the Miami-Dade County Local Mitigation Strategy 2025 Plan; and

WHEREAS, Town Staff has recommended the adoption of the County's LMS Plan 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. Approval. The Miami Dade County 2025 LMS Plan is attached hereto as Exhibit "A", is hereby adopted.

Section 3. Implementation. The Town Manager or his/her designee is hereby authorized to take such action as may be necessary to implement the provisions of this resolution.

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

PASSED AND ADOPTED by the Town of Bay Harbor Islands this 8th day of October 2025.

By: _____
Isaac Salver, Mayor

ATTEST:

Evelyn Herbello, Interim Town Clerk

APPROVED AS TO FORM:

Greenspoon Marder, LLP
Town Attorneys
By: Skip Miller, Esq.

AGENDA ITEM REPORT

October 8, 2025

ITEM NUMBER: 4.

ITEM: A Resolution to enter into an agreement with Pay by Phone. Sponsored by Town Manager Lindsley Noel.

DESCRIPTION:

The proposed agreement between the Town and Pay-by-Phone is for the wireless application and payment processing for the metered parking within the Town parking facilities. The Town will piggyback of the City of Miami Beach contract terms and conditions submitted in response to a Request for Proposal submitted by Pay-by-Phone. The term of this Agreement commences upon full execution hereof and continues until March 31, 2029. Upon the expiration of the initial term of this Agreement, the Town shall have the option to extend this Agreement for two additional consecutive one-year renewal terms provided all terms, conditions and specifications remain the same and both parties agree to the extension. Enclosed is a copy of the proposed agreement and other supporting documents.

RECOMMENDED ACTION:

Council discretion

FINANCIAL ANALYSIS:

Account 404.9990.344505.000 Parking Pay by Phone Receipts

Gross collections:

FY2022 \$185,680.37

FY2023 \$356,033.10

FY2024 \$323,058.86

FY2025 \$430,066.78 (As of Aug 26, 2025)

FY2026 \$685,000 Budgeted (59.5% Change)

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	Resolution PayByPhone _ BHI(61969539.1)
2.	Bay Harbor ATA

RESOLUTION NO. ____

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF THE COOPERATION AND SERVICE AGREEMENT BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND PAYBYPHONE US INC.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, PayByPhone US Inc. (“PayByPhone”) provides wireless systems to allow consumers to pay through personal devices for the use of parking facilities and metered parking stalls; and

WHEREAS, the Town desires to enter into an agreement with PayByPhone in accordance with a Professional Services Agreement between PayByPhone and the City of Miami Beach dated March 5, 2024, pursuant to the piggy-back purchase provision in accordance with Section 2-1.2(a)(6) of the Town Code, which allows for use of contracts from other governmental agencies which have been arrived at through a competitive bidding process; and

WHEREAS, the Town desires to enter into an agreement with PayByPhone to provide a wireless system to allow consumers to pay through personal devices for the use of parking facilities and metered parking stalls designated by the Town, for a term of approximately three and a half years, with the Town having the option to extend for two (2) additional two (2) year terms; and

WHEREAS, the Town Council hereby finds the Cooperation and Service Agreement between the Town and PayByPhone, attached hereto as Exhibit A, and made a part of this Resolution, to be 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:**

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

Section 2. The Cooperation and Service Agreement between the Town and PayByPhone US Inc. for a wireless system to allow consumers to pay through personal devices for the use of parking facilities and metered parking stalls designated by the Town, in substantially the form attached hereto as Exhibit A, is hereby authorized and approved.

Section 3. If any provision, section, phrase, or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

Section 4. The Town Manager is hereby authorized to do all things necessary to carry out the aims of the Resolution.

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

PASSED and ADOPTED this __ day of September, 2025.

ISAAC SALVER, MAYOR

ATTEST:

EVELYN HERBELLO, INTERIM TOWN CLERK

APPROVED AS TO FORM:

**GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Morris G. (Skip) Miller, Esq.**

COOPERATION AND SERVICE AGREEMENT

This Cooperation and Service Agreement (the “Agreement”) is entered into as of _____ (the “Effective Date”) between PayByPhone US Inc., a provider of enhanced mobile commerce solutions, a Delaware corporation with its address at 3280 Peachtree Rd, Suite 2400, Atlanta, GA 30305, USA (“PayByPhone”) and Town of Bay Harbor Islands, a provider of parking services with its address at 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154 (“Client”).

RECITALS

- A. PayByPhone provides wireless systems to allow consumers to pay through personal devices for the use of parking facilities and metered parking stalls owned and/or managed by the City of Miami Beach, Florida under a Professional Services Agreement dated March 5, 2024 (the “Miami Beach Contract”), a copy of which is attached as Appendix B, which was awarded pursuant to the City of Miami Beach RFQ 2023-051-WG for Mobile Parking Payment System; and
- B. On the basis of the Miami Beach Contract award, Client and PayByPhone wish to enter into this Agreement for PayByPhone to provide its services pursuant to the terms and conditions contained herein at parking facilities and/or metered stalls owned or managed by Client, described in more detail in Appendix A (each address listed is a “Parking Location”).

AGREEMENT

Section 1 THE PAYBYPHONE MOBILE PAYMENT PLATFORM AND APPLICATIONS

1.1 PAYBYPHONE MOBILE PAYMENT APPLICATIONS

PayByPhone agrees to roll out the PayByPhone mobile payment service for use at Client’s Parking Locations as agreed upon by PayByPhone and Client, to allow for consumers to pay for the use of Client’s parking Locations through personal wireless devices (e.g., cellular telephones) or other wireless systems.

1.2 PAYBYPHONE PORTAL

PayByPhone will operate and manage a software application for Client that will provide near real time information and management reports on the transactions conducted utilizing the PayByPhone mobile payment service (the “Portal”). PayByPhone will host the Portal on its network. Client will access the Portal through a browser-based program installed on Client’s computer hardware.

1.3 COMPUTER, NETWORKING AND TELECOMMUNICATION SYSTEMS

PayByPhone, or its parent, PayByPhone Technologies Inc., will own or possess, and will operate and maintain, all computer and networking hardware and software and data required to operate the PayByPhone mobile payment services service as contemplated in this Agreement, other than Client’s existing computer and telecommunications systems.

1.4 MOBILE PAYMENT SERVICE ENFORCEMENT

Client agrees to supply wireless devices to employees in the field to provide real time confirmation of validly parked vehicles.

1.5 REPORTS

PayByPhone will provide Client with a set of standard self-serve reports in the Portal. Any changes or customizations to the standard set of reports will be subject to PayByPhone’s prior approval and then-current PayByPhone professional services fees. See https://www.paybyphone.com/pdf/us/pbp_professionalservicesamplerates.pdf for sample rates.

1.6 USE OF QR CODE

At PayByPhone's discretion, as part of the PayByPhone mobile payment service, PayByPhone may provide to Client, and include on the relevant signage at Client's Parking Locations or in marketing materials, QR codes which will allow consumers to access the PayByPhone mobile payment service through QR code scanning, at no additional cost. Client acknowledges that inclusion of QR codes in the payment service is associated with a material risk of fraudulent activity by third parties who may manually replace QR codes on Client signage with their own codes and redirect the consumers to their sites for payment, resulting in losses to Client, PayByPhone and consumers. Client releases PayByPhone from any liability for any claims, actions or losses resulting from or associated with such fraudulent activity at Client's parking Locations and, to the extent permitted by law, agrees to indemnify PayByPhone against any and all third party claims, actions, losses resulting from or arising out of such fraudulent activity, as set out in Section 8.2 of this Agreement. Client will reimburse PayByPhone for the cost of removing fraudulent QR signage from Client's parking Locations and for the costs of customer support and call center fees associated with calls related to fraudulent signage at Client's parking Locations. PayByPhone will provide evidence supporting determination of the costs, but PayByPhone's calculations will be conclusive of the same. PayByPhone reserves the right to discontinue the support for the QR code feature with 10 day written notice to Client if the fraudulent activity at Client's parking Locations persists for longer than 6 weeks. Client is responsible for paying any deep link QR Code fees outlined in Appendix A.

1.7 PAYBYPHONE RIGHTS & RATES

Upon Client request, PayByPhone will provide Client with the PayByPhone Rights & Rates service ("Rights & Rates") to allow Client to control eligibility to park at Client parking Locations and to assign special parking rules and prices to select segments of drivers. In this Agreement, a "Right" is the entitlement to start a parking session at a Parking Location and/or qualify for a specific rate/restriction. Client is responsible for paying the Rights & Rates implementation and subscription fees, as outlined in Appendix A, for the number of Client parking spaces as agreed upon between PayByPhone and Client.

1.8 PAYBYPHONE INTERACTIVE VOICE RESPONSE

Upon Client request, PayByPhone will provide the PayByPhone interactive voice response solution ("IVR") for use at Client's Parking Locations, as agreed upon by PayByPhone and Client, to allow for consumers to call and pay for the use of the Parking Location by calling the applicable service number displayed on the parking sign, parking meter, and/or pay station. Client is responsible for paying all Transaction Fees, as outlined in Appendix A, for each Transaction made through IVR.

1.9 PAYBYPHONE VALIDATIONS PORTAL

Upon Client request and subject to the terms and conditions of this Agreement, PayByPhone will provide Client a parking validation subscription service, which allows Client to access a web-based parking validation and complimentary parking management portal to enter and manage license plate information to validate consumer parking sessions (the "Validations Portal"). Client is responsible for paying all Validations Portal fees, as set out in Appendix A, for the Parking Location(s), as agreed upon between PayByPhone and Client. Notwithstanding anything contrary to this Agreement, Client may not terminate its subscription to the Validations Portal for any reason for six months from the date the Validations Portal is set up for Client. Client shall not: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how or algorithms relevant to the Validations Portal; (b) create derivative works based on the Validations Portal; or (c) encourage or assist any third party to do the foregoing.

Section 2 FEES AND PAYMENTS

2.1 PRICING AND PAYMENT

Client agrees to pay the fees, as outlined in Appendix A. All amounts payable hereunder are exclusive of any and all taxes, including taxes applicable on fees paid by the consumer, and Client is responsible for payment of such taxes.

All prices are stated, and Client shall pay, in US dollars. Payment is due within 45 days of invoicing. PayByPhone may, acting reasonably and not more often than once in a calendar year, increase any fees outlined in Appendix A, including any fees that come into effect after the Effective Date, to adjust for inflation and any increase in the cost of PayByPhone providing the services to Client.

2.2 MERCHANT ACCOUNT

2.2.1 (i) City agrees to designate PayByPhone as the merchant of record with respect to any fees paid by customers to City through the PayByPhone mobile payment service, including without limitation Parking Rates and Convenience Fees (if applicable) and (ii) City acknowledges that all funds collected from customers through the PayByPhone mobile payment service under this Agreement will be sent by PayByPhone's acquirer to PayByPhone's licensed service provider, PayPal, Inc. ("PayPal") and that the City will be receiving any net funds calculated in accordance with this Section 2.2 from PayPal. The City acknowledges that it has reviewed the terms and conditions and privacy policy published by PayPal in connection with disbursement of funds related to this Agreement at <https://docs.hyperwallet.com/content/onboarding/v1/requirements/integration-requirements#display-hyperwallet-terms-of-service-and-privacy-policy> and <https://docs.hyperwallet.com/content/onboarding/v1/requirements/legal-disclosures-requirement> respectively, agrees to their terms and further agrees to provide all required information and otherwise cooperate with PayPal to enable PayPal to disburse funds to the City as described in this section.

2.2.2 The City hereby acknowledges and agrees that payment of Parking Rates and any Convenience Fees by customers to PayByPhone or its service providers pursuant to this Agreement shall be considered payment to the City, satisfying and extinguishing any payment obligation of the customer to the City as if the customer had paid to the City directly. In the event that PayPal does not deliver payments of Parking Rates and any Convenience Fees to the City, the City's only recourse for payment shall be against PayByPhone and PayPal and not against a customer.

2.2.3 PayByPhone will, and will instruct its service providers accordingly, to retain the Transaction Fee and Payment Processing Fee, other agreed upon costs payable to PayByPhone and applicable taxes, all as described in Appendix A, and any applicable fees PayByPhone charges to the users, including without limitation SMS Fees, and will remit net parking revenue and any Convenience Fees to the City. Payment will be made in accordance with the instructions the City provides to PayByPhone and PayPal (through PayByPhone or directly). PayByPhone shall provide the City with PayByPhone's standard monthly statements showing PayByPhone parking sessions, associated fees charged in accordance with Appendix A, including Payment Processing Fee and Transaction Fee, and any applicable fees PayByPhone charges to the users that are specifically described in this Agreement, including without limitation SMS Fees.

2.2.4 PayByPhone retains the right, in its sole and absolute discretion, to discontinue as the merchant of record at any time, without prior notice to the City. In such circumstance, PayByPhone will request that the City supply its own merchant account to PayByPhone and PayByPhone will, at its sole expense, link one (1) City merchant account with PayByPhone's gateway provider.

2.3 TRANSACTION TESTING

PayByPhone reserves the right to execute test transactions from time to time to ensure top performance of the system and account. PayByPhone may execute up to ten test transactions per month without adjusting the Client invoice.

2.4 THIRD PARTY INTEGRATION

In the event that system changes (such as upgrades) by a third party impact the PayByPhone integration with Client sub-systems such as enforcement, Client agrees to pay for all PayByPhone development costs required to maintain such integration. PayByPhone will notify Client, in advance, of any such integration costs that could be added.

Section 3 NON-EXCLUSIVITY

The parties expressly acknowledge that Client currently engages, and/or may in the future, at its option, add, other providers of mobile parking payment applications (“Third Party Providers”), through contracts for the same parking facilities and metered stalls covered by this Agreement.

Section 4 MARKETING, PROMOTION AND USER EDUCATION

4.1 SIGNAGE

Client agrees to use the PayByPhone decals and signs already provided by PayByPhone and installed by Client at the Parking Locations as of the Effective Date. For any Parking Locations at which PayByPhone decals and signs are not installed or at which size and placement of the PayByPhone decals and signs is deemed insufficient by PayByPhone, acting reasonably, the Client agrees to provide adequate space for and install, at its own cost, PayByPhone signage and decals at each such Parking Location, with sign size and placement to be mutually agreed by PayByPhone and Client, acting reasonably. Client agrees that signs will be hung and/or located near payment machines at the Parking Locations and the number of signs included for a Parking Location will be determined by the number of parking spots at the Parking Location divided by 20, plus one sign or decal per pay station and one decal per meter at the Parking Location. All additional and replacement signage is at Client’s cost. Client agrees to either use PayByPhone’s standard signage template or ensure that its non-standard signage complies with all PayByPhone’s marketing and branding guidelines (available on request). Client shall not modify PayByPhone’s logos, fonts, colours, design, and other brand/marketing related items without PayByPhone’s prior written consent and approval. In the event Client requests that PayByPhone produce non-standard signage for Client, such customization work will be subject to PayByPhone’s prior approval and then-current PayByPhone professional services fees. See https://www.paybyphone.com/pdf/us/pbp_professionalservicesamplerates.pdf for sample fees. Client will be responsible for installation of all decals and signs at the Parking Locations.

If Client currently engages or may be engaging any Third Party Providers pursuant to Section 3 of this Agreement, Client agrees that all new signage and decals for the Parking Locations must provide equal or more space for PayByPhone, and PayByPhone’s QR and SMS codes (if applicable), compared to any Third Party Provider. If at the time of PayByPhone service initial implementation, instead of PayByPhone’s standard signage template, Client chooses to install signage that includes reference to both PayByPhone and the Third Party Providers, PayByPhone will bear a share of the reasonable cost of the first round of signage (excluding installation), in proportion to the total number of providers listed on the signage. For greater clarity, if at the time of the initial signage placement, only PayByPhone and one Third Party Provider are listed, PayByPhone will bear 50% of the signage cost. All rounds of signage subsequent to PayByPhone service initial implementation reflecting addition of Third Party Providers are at Client’s expense. Client, working with Third Party Providers, will provide and install all decals and signs required for implementation. Any signage with respect to the mobile parking payment, other than PayByPhone’s standard signage template, proposed to be installed at the Parking Locations during the term of this Agreement is subject to PayByPhone’s express and prior approval. Client will ensure that PayByPhone is included in all discussions regarding such signage and receives advance copies of any proposed signage templates.

4.2 MARKETING EVENTS

Subject to Client’s prior written approval, PayByPhone may conduct on-site marketing events and campaigns for its services, whereby PayByPhone will inform parking lot consumers of the availability of the PayByPhone mobile payment services and any promotions available.

4.3 CLIENT TRAINING

PayByPhone will provide initial training to Client using a “Train the Trainer” (the “Client Trainer”) model on the self-served PayByPhone Portal. The said Client Trainer will, at its own expense, train its staff and employees, including patrollers, to operate the mobile payment services and related applications and technology. Additional training

sessions are available at the then current professional services rates. See https://www.paybyphone.com/pdf/us/pbp_professionalservicesamplerates.pdf for sample rates.

Section 5 INTELLECTUAL PROPERTY

5.1 INTELLECTUAL PROPERTY RIGHTS

5.1.1 The parties acknowledge and agree that any trademarks, patents, trade names, logos, trade dress, domain names, copyrights or licenses therein, or other enforceable intellectual property rights and whether in hard or electronic copy (collectively “Intellectual Property”) belonging to the other party, given to them under this Agreement is and shall remain the property of that party for the duration of the Term of this Agreement.

5.1.2 Except as expressly stated, nothing in this Agreement shall be deemed or interpreted to convey, transfer or assign any Intellectual Property rights to the other party.

5.1.3 Each party reserves the right to approve in advance the use of its Intellectual Property by the other party in each and every instance.

5.1.4 Upon termination of this Agreement for any reason the parties will use reasonable endeavours to ensure that all such Intellectual Property and material are removed from display and/or destroyed at the request of the other party save where such Intellectual Property is held by the parties in compliance with any statutory obligations and/or the maintenance of proper records.

5.1.5 The parties undertake that they have all necessary permissions, licenses and rights to use the Intellectual Property of third parties for the purposes of this Agreement.

5.1.6 To the extent permitted by law, each party shall indemnify (for the purposes of this clause, the “Indemnifying Party”) the other (for the purposes of this clause the “Indemnified Party”) against all actions, claims, proceedings, costs and expenses (including reasonable legal fees) arising from any actual infringement of Intellectual Property rights of whatever nature insofar as these relate to the Intellectual Property rights developed and owned by the Indemnifying Party or licensed to the Indemnified Party which claims, actions or proceedings arise as a result of the Indemnified Party’s use of any of the services, except that the indemnity shall not apply to any actions, claims or proceedings which are attributable to any breach of contract or negligent act or omission on the part of the Indemnified Party or where such actions, claims or proceedings relate to any developments of the services carried out by or at the request of the Indemnified Party except where the Indemnifying Party knew or ought to have known that such development of the services requested by the Indemnified Party would result in an infringement of Intellectual Property rights.

5.1.7 The Indemnified Party shall notify the Indemnifying Party in writing of any such action, claim or proceeding and shall not make any admission unless the Indemnifying Party gives prior written consent.

5.1.8 At the Indemnifying Party’s request and expense, the Indemnified Party shall permit the Indemnifying Party to conduct all negotiations and litigation. The Indemnified Party shall give all assistance as the Indemnifying Party may reasonably request and the Indemnifying Party shall pay the Indemnified Party’s costs and expenses so incurred.

5.1.9 The Indemnifying Party may, at its expense: (i) obtain a license to enable the Indemnified Party to continue to use the services, or (ii) modify or replace the services to avoid any alleged or actual infringement or breach, or (iii) terminate the provision of the affected elements of the services. Where the Indemnifying Party exercises options (i) or (ii) the functionality of such modification or replacement shall not materially affect the performance of the services.

5.2 CLIENT INFORMATION

5.2.1 “Client Data” means all data provided directly by the Client to PayByPhone in relation to this Agreement, including Client’s parking rates, Client’s identifiers for Parking Locations and parking stalls, merchant account information, enforcement equipment and practices, and parking policies.

5.2.2 During the Term of this Agreement and for such time after as not expressly prohibited, PayByPhone may obtain, store and use such Client Data for any purpose, including without limitation providing and improving services under this Agreement, so long as it complies with applicable data protection laws, contractual obligations and any other applicable requirements with respect to the Client Data. PayByPhone shall retain exclusive ownership of all rights in any derivative data it develops based on Client Data.

5.2.3 Following termination of this Agreement, PayByPhone will, at Client’s written request, return to Client or destroy all Client Data and copies thereof. Notwithstanding the foregoing, PayByPhone shall be permitted to retain such copies of, or any computer records or files containing, the Client Data: (a) that has been archived by PayByPhone’s automatic electronic archiving and back-up procedures, to the extent created and retained in a manner consistent with PayByPhone’s standard archiving and back-up procedures; and (b) to the extent required by applicable law.

5.3 CUSTOMER INFORMATION

5.3.1 The parties will share information and data directly relating to drivers’ parking sessions through the PayByPhone service at the Parking Locations and as may be required by the Client for parking enforcement, fines, and proceedings (“Transaction Data”). Transaction Data may include vehicle license plate, parking session date, time, duration, zone number and amount paid, details of parking fines/violation notices, and parking session details obtained through customer service centre, and does not include User Profile Data (defined below).

5.3.2 In using, sharing, or otherwise processing Transaction Data, PayByPhone and Client must comply with applicable data protection laws, contractual obligations and any other applicable requirements. Each party is responsible to the PayByPhone service users and other third parties for its respective use, sharing and processing of Transaction Data, whether it performs such use, sharing and processing directly or through third parties. Each party acts as a “data controller” with respect to Transaction Data for the purposes any privacy legislation that uses that concept and is applicable to the party’s activities. Each party agrees to provide such assistance as is reasonably required to enable the other party to comply with the applicable data protection laws.

5.3.3 Any information about or with respect to PayByPhone service users that is not related to parking sessions at the Parking Locations, including without limitation, information provided by users upon registration for a PayByPhone account and data about the user’s activity in the PayByPhone account or the PayByPhone applications (“User Profile Data”) shall be exclusively owned by PayByPhone. PayByPhone shall retain exclusive ownership of all rights in any derivative data it develops based on Transaction Data and User Profile Data.

5.4 PAYBYPHONE’S SERVICES TO CUSTOMERS

5.4.1 The parties acknowledge that PayByPhone service users hold the PayByPhone account and/or use PayByPhone services under terms of service established by PayByPhone. Under these PayByPhone terms of service and any additional terms of use, PayByPhone, its affiliates, or its partners may offer users various services and products, including, but not limited to, insurance products, services related to electric vehicle charging, and any other product or service that may be developed in the future. Client acknowledges and agrees that nothing in this Agreement shall limit or restrict PayByPhone’s ability to offer users any add-on services and products at PayByPhone’s sole discretion. Except as otherwise expressly set forth in this Agreement, Client shall not receive any fees in relation to PayByPhone’s provision of any add-on services and products to the PayByPhone users.

5.4.2 PayByPhone may offer users an option to receive service communications by SMS text (“SMS Communications”), including reminders to extend a parking session and confirmations of successful registration for a parking session. Client agrees that, at any time during the Term, PayByPhone may charge any users who opt into these services a fee (“PBP SMS Fee”) for each SMS Communication sent by PayByPhone with respect to an initial parking session or extension of a parking session and may set the amount of the PBP SMS Fee with reference to the cost PayByPhone incurs in delivering this optional service. At the time of entering into this Agreement, the PBP SMS Fee is equal to \$0.15, inclusive of taxes payable by the user. PayByPhone will provide Client with 30 day written notice of an increase in the amount of the PBP SMS Fee at any time during the Term. PayByPhone shall be responsible for any taxes applicable to the PBP SMS Fees.

5.4.3 PayByPhone records will be conclusive evidence with respect to the amount of PBP SMS Fees collected during a billing period. The PBP SMS Fees will be added to the total charged to the user in respect of a parking session or extension of a parking session. Unless under the terms of the Agreement PayByPhone is designated as the merchant of record for parking fees paid using PayByPhone mobile payment service, PayByPhone and Client agree to designate Client as the merchant of record for any PBP SMS Fees only. In that case, Client will collect PayByPhone’s PBP SMS Fees and remit to PayByPhone. Remittance will be made via electronic payment or check and may be included in the amount that also includes fees payable by Client to PayByPhone under this Agreement.

Section 6 TERM AND TERMINATION

6.1 TERM AND RENEWAL

6.1.1 This Agreement shall enter into force on the Effective Date and shall remain in force and effect until March 31, 2029 (the “Initial Term”), unless earlier terminated in accordance with this Section 6.

6.1.2 Upon the conclusion of the Initial Term, Client shall have two (2) additional consecutive two (2) year options to extend the Agreement (each a “Renewal Term”). The Initial Term and all Renewal Terms, if any, shall collectively be referred to as the “Term”.

6.2 TERMINATION FOR CAUSE

Should a party breach a material term and such breach remains uncorrected for thirty (30) days after receipt of a notice by the breaching party, the non-breaching party may, in addition to all other remedies available at law, terminate this Agreement by providing written notice to the breaching party, without further obligation provided, however, that if the nature of the breach is such that it cannot be reasonably cured within such thirty (30) day period, the breaching party will not be deemed in default of this Agreement so long as such party commences efforts to effect a cure and is diligently pursuing such efforts. Provided, further, that if the breach is as a result of the non-payment of any fee, the non-breaching party may terminate this Agreement if such breach remains uncorrected for ten (10) days after the breaching party's receipt of notice of such breach.

6.3 TERMINATION FOR CONVENIENCE

Client shall have the right to terminate this Agreement for its convenience and without cause as provided in Section 5.2 of the Miami Beach Contract.

Section 7 REPRESENTATIONS AND WARRANTIES

7.1 MUTUAL REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that:

- i) it has the full corporate right and authority, and possesses all licenses, permits, authorizations and rights to intellectual property, necessary to enter into and perform this Agreement;

- ii) its entry into and performance of this Agreement do not and will not conflict with or result in a breach or violation of any agreement or order by which it is bound; and
- iii) this Agreement constitutes its legal, valid and binding obligations enforceable against it in accordance with the terms of this Agreement.

Section 8 DISCLAIMER, INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1 DISCLAIMER

Except as expressly set forth in this Agreement, PayByPhone does not make, and hereby specifically disclaims, any representations or warranties, express or implied, regarding the PayByPhone mobile payment services, including any implied warranties of title, merchantability, fitness for a particular purpose or non-infringement. Client acknowledges that the PayByPhone mobile payment services and services furnished by PayByPhone under this Agreement (including, without limitation, any servers or other hardware, software, applications and any other items used or provided by PayByPhone or any third parties in connection with providing access to or hosting any of the foregoing or the performance of any services by PayByPhone under this Agreement) are provided by PayByPhone “as is”.

8.2 INDEMNIFICATION

To the extent permitted by law and subject to Section 8.3, each party (the “Indemnifying Party”) will defend, indemnify and hold harmless the other party (the “Indemnified Party”) from and against any and all third party claims, actions, losses (collectively, “Losses”) resulting from or arising out of the Indemnifying Party’s breach of any representation, warranty or other obligation set forth in this Agreement. The Indemnified Party shall not be entitled to be so indemnified unless it has given the Indemnifying Party prompt written notice of any Losses, afforded the Indemnifying Party the opportunity to assume sole control over the defence and settlement, if applicable, of the Losses, and provided the Indemnifying Party (at the Indemnifying Party’s expense) all relevant information, assistance and authority to enable the Indemnifying Party to perform its obligations hereunder. The Indemnifying Party shall not settle any Losses without the Indemnified Party’s written consent, which shall not be unreasonably withheld. Client’s obligation to indemnify shall be limited as provided by Section 768.28, Florida Statutes.

8.3 LIMITATION OF LIABILITY

In no event shall any party be liable for consequential, special, indirect or incidental damages, including but not limited to any damages resulting from loss of use or profits arising out of or in connection with this agreement, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

8.4 PARKING RATES

Client will be given access to parking rate data in order to confirm the parking rates at each Parking Location via the Portal. PayByPhone will make every attempt at ensuring the rates are configured correctly; upon completion of each Parking Location setup, it is the Client’s responsibility to ensure all rates are configured correctly. Failing to do so shall exclude PayByPhone from any liability. Client shall implement any parking rate changes via the Portal following the Parking Location setup. In the event Client requests that PayByPhone configure the parking rate changes after the Parking Location setup, Client shall provide PayByPhone with sufficient notice of the rate changes and such work will be subject to PayByPhone’s prior approval and then-current PayByPhone professional services fees. See https://www.paybyphone.com/pdf/us/pbp_professionalservicesamplerates.pdf for sample fees.

Section 9 CONFIDENTIALITY

Neither party will disclose the other party’s or its affiliates’ confidential or proprietary information, including Transaction Data and User Profile Data (“Confidential Information”) (including the terms of this Agreement and any information provided by the other party that is confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use or that a reasonable person would consider confidential, given the context) except:

- i) with the other party's consent;
- ii) to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement; or
- iii) when required to do so by law or by any binding rule, order or request including, but not limited to, Chapter 119, Florida Statutes.

For purposes of this Section 9, the parties agree that confidential or proprietary information does not include any information that is:

- i) already known to the receiving party at the time of disclosure hereunder (other than from the other party or its affiliates) as demonstrated by its written records;
- ii) now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information;
- iii) disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or
- iv) independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records.

Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party's confidential information disclosed to it. The parties agree that an actual or threatened breach of this provision would result in irreparable harm to the party whose confidential information would be disclosed in breach, and shall entitle that party to temporary or permanent injunctive relief without proof of actual damages.

Section 10 MISCELLANEOUS

10.1 ASSIGNMENT

This Agreement shall be binding on the parties, their successors and their permitted assigns. With exception of an assignment to PayByPhone's parent company, PayByPhone may not assign its rights or obligations under this Agreement without Client consent, which the Client may grant, withhold or make subject to conditions in Client's sole discretion.

10.2 AMENDMENT

All amendments to this Agreement shall be in writing. In the event Client wishes to add new Parking Locations in addition to the Initial Parking Locations (the "Additional Parking Locations") or to add parking spaces to an existing Parking Location, the amendment will be effective against both parties if it is in the form of email between implementation personnel of the parties and, effective the date of such email, the Appendix A will be read to include these Additional Parking Locations or parking spaces.

10.3 SURVIVAL

The confidentiality, intellectual property and indemnification obligations in this Agreement and any other terms that by reasonable implication contemplate continued performance, shall survive the expiry or termination of this Agreement.

10.4 NO AGENCY

Each party, in all matters relating to this Agreement, will act as an independent contractor and independent employers. Except as otherwise expressly set forth herein, neither party will have authority and will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other, or to represent the other as an agent, employee or in any other capacity. Except as otherwise expressly set forth herein, nothing in this Agreement

shall be construed to have established any agency, joint venture or partnership between the parties. Neither party shall make any warranties or representations on behalf of the other party.

10.5 GOVERNING LAW

This Agreement, and all matters relating hereto, shall be governed in all respects by the laws of the State of Florida, excluding the application of any conflict of laws principles and/or rules. The parties hereby agree that all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the competent courts located in Miami-Dade County, Florida, and consent to the personal and exclusive jurisdiction and venue of these courts.

10.6 SEVERABILITY

In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

10.7 RESERVED.

10.8 FORCE MAJEURE

If performance hereunder is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of a party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference, as provided in the Miami Beach Contract.

10.9 ENTIRE AGREEMENT

This Agreement, together with the appendices attached to it, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, any prior agreements with respect to the subject matter hereof. This Agreement may not be modified, amended or any provision waived except by the parties' mutual written agreement. In the case of any conflicts or inconsistency between the terms of this Agreement and the appendices attached to it, the following order of priority shall control: the terms of this Agreement, Appendix A, and then Appendix B. Notwithstanding the foregoing, Section 10.2. Inspector General Audit Rights, and the second paragraph of Section 10.5. No Discrimination of the Miami Beach Contract, shall not apply.

10.10 NO WAIVER

Failure by either party to enforce any provision of this Agreement (whether in any one or more instance) shall not be deemed a waiver of future enforcement of that or any other provision.

10.11 NOTICE

Any notices provided hereunder shall be given at the address of the recipient specified below or at such other address as specified in writing.

To the Town: Town of Bay Harbor Islands
 9665 Bay Harbor Terrace
 Bay Harbor Islands, Florida 33154

To PayByPhone: c/o PayByPhone Technologies Inc.
 600-1290 Homer Street, 6th Floor
 Vancouver, BC V6B 2Y5 Canada

With a copy to: legal@paybyphone.com

Any notice or other communication required to be given hereunder by either party shall be deemed duly given (a) when personally delivered to the other party, or (b) on the date of receipt when such notice was mailed by certified

mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth above, or such other address as either party may designate by giving written notice to the other; or (c) on the date of receipt when such notice was sent by facsimile or e-mail to the other party; provided the sending party receives a written or electronic notice of receipt from the other party of the facsimile or e-mail.

10.12 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The parties further agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

10.13 CAPTIONS

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provision set forth herein.

10.14 AGREEMENT APPROVAL

Each party hereby represents and warrants that all necessary corporate and/or governmental approvals for this Agreement have been obtained, and the person whose signature appears below has the authority necessary to execute this Agreement on behalf of the party indicated.

10.15 PCI-DSS: PAYMENT CARD INDUSTRY DATA SECURITY STANDARD

PayByPhone is responsible for the security of cardholder data which PayByPhone possesses or otherwise stores, processes, or transmits on behalf of the Client. PayByPhone abides by the rules and regulations set forth in the PCI-DSS.

10.16 PAYBYPHONE'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

1. Pursuant to Section 119.0701 of the Florida Statutes, the PAYBYPHONE agrees to:
 - A. Keep and maintain public records required by the CLIENT to perform the service.
 - B. Upon request from the CLIENT's custodian of public records, PAYBYPHONE shall provide the CLIENT 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. 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 Term and following completion of the Agreement if PAYBYPHONE does not transfer the records to the CLIENT.
 - D. Upon completion of this Agreement or in the event of termination by either party, transfer, at no cost, to the CLIENT any and all public records relating to the Agreement in the possession of PAYBYPHONE or keep and maintain public records required by the CLIENT to perform the service. If PAYBYPHONE transfers all public records to the CLIENT upon completion of the Agreement, PAYBYPHONE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PAYBYPHONE keeps and maintains public records upon completion of the Agreement, PAYBYPHONE shall meet all applicable requirements for retaining public records. All such records stored electronically by PAYBYPHONE shall be delivered to the CLIENT in a format that is compatible with the CLIENT's information technology systems.
2. PayByPhone's failure to comply with the Client's request for records shall constitute a breach of this Agreement and the Client, at its sole discretion, may: (1) unilaterally terminate this Agreement; (2) avail itself of the remedies set forth in this Agreement; and/or (3) avail itself of any available remedies at law or equity.

PAYBYPHONE SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO PAYBYPHONE. IF PAYBYPHONE THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PAYBYPHONE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER: 305-866-6241, E-MAIL ADDRESS: jpomales@bayharborislands-fl.gov AND MAILING ADDRESS: TOWN CLERK, 1030 95TH STREET, TRAILER 2, BAY HARBOR ISLANDS, FLORIDA 33154.

10.17 SCRUTINIZED COMPANIES

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

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

“PayByPhone”

PAYBYPHONE US INC., a foreign for profit corporation registered and authorized to do business in the State of Florida

By: _____
Teresa Trussell
President

“Client”

ATTEST BY TOWN CLERK:

TOWN OF BAY HARBOR ISLANDS

By: _____
Evelyn Herbello
Town Clerk

By: _____
Lindsey Noel
Town Manager

APPROVED AS TO FORM AND
CORRECTNESS:

By: _____
Greenspoon Marder LLP
Legal Team

APPENDIX A

PARKING FACILITIES AND METERED PARKING STALLS:

Client metered parking stalls and/or parking facilities where PayByPhone services are implemented as of the Effective Date (the “Initial Parking Locations”).

PRICING:

All amounts are exclusive of any and all taxes, including taxes applicable on fees paid by driver. For the purposes of this Agreement “Transaction” includes (a) user registration for a parking session, permit, validation or extension of a parking session at a Parking Location through the PayByPhone mobile payment service (whether or not any amount is payable to Client by the user), (b) a refund, (c) a charge reversal and (d) any operation for which PayByPhone incurs a fee from its gateway provider or an acquirer.

ITEM	PRICE
ONE-TIME SETUP FEES	
Training, consulting, marketing, and customer support as described in the Agreement	Included
Mobile payment services setup fee for all Initial Parking Locations	Waived ¹
Integration with existing enforcement solution software	Included
Standard PayByPhone city dynamic label	Included
TRANSACTION FEES	
Hourly Parking: Client pays to PayByPhone per Transaction (Client may charge user a non-embedded, on top of price of convenience fee of \$0.35)	\$0.35 ²
Monthly Parking Option: Client pays to PayByPhone per Transaction (Client may charge user a non-embedded, on top of price of convenience fee of \$1.00)	\$1.00 ²
Resident Rate Zero Fee Offering: Verified via PayByPhone’s Rights & Rates solution (priced below), residents will receive a \$0 cost Convenience Fee	\$0.00 per authorized resident ³
Monthly minimum of total Transaction Fees	Waived
PAYMENT PROCESSING FEES	
PayByPhone is Merchant of Record (MOR): Payment Processing Fee (price per Transaction, including interchange, acquiring fees, and gateway fees)	23.6% of transaction total charged to user
PayByPhone is Merchant of Record (MOR): payment processing monthly minimum	\$250/mo. ⁴
OPTIONAL FEES	
Additional Custom dynamic label	\$1,000
Mobile payment service setup fee for Additional Parking Locations	Waived
IVR setup fee	Waived
IVR additional per transaction fee	Waived—Included with standard transaction fee

Rights & Rates setup fee	Reduced \$500
Rights & Rates monthly subscription fee for one (1) Right	\$199 per month
Validation Portal setup fee	\$1,500
Validation Portal monthly subscription fee	\$250 per Parking Location/mo.

NOTES:

1. Mobile payment services setup fee (if applicable) includes configuration, testing, and implementation of a dedicated client account within the PayByPhone system; merchant account integration and testing; set up and training on reporting, customer service, and other elements of the PayByPhone Portal.
2. Any change in the convenience fee will not affect the price the Client will pay to PayByPhone per Transaction. The convenience fee may only be increased by mutual agreement of both parties. Services covered by the Transaction Fee include interactive voice response solution (IVR). Client is responsible for paying all Transactions Fees for all Transactions made through the PayByPhone mobile application, web application, and/or IVR.
3. For the Resident Rate Zero Fee Offering to be available during the Term of this Agreement, the parties acknowledge and agree that Rights & Rates must be implemented and Client is responsible for the applicable Rights & Rates setup and monthly fees. PayByPhone will offer the Resident Rate Zero Fee Offering to Client if the amount of Transactions for authorized residents with a Resident Rate Zero Fee is 10% or less of the total Transactions per month (the "Resident Rate Limit"). If the amount of Transactions exceeds the Resident Rate Limit, at PayByPhone's discretion, PayByPhone shall either increase the Client's Rights & Rates monthly subscription fees or Client shall pay PayByPhone \$0.35 per hourly Transaction and \$1.00 per monthly Transaction, as applicable, for any Transactions above the Resident Rate Limit.
4. Monthly minimum will apply when Payment Processing Fees, per calendar month total less than the specified monthly minimum. Client is responsible for covering the difference between the monthly minimum and the Payment Processing Fees. For greater certainty, any collected SMS Fees do not count towards any monthly minimum of Transaction Fees. If any monthly minimums are waived at the time of entering into the Agreement, PayByPhone may increase any fees outlined in this Appendix A and/or introduce monthly Payment Processing Fee minimums at any time after the first year of the Term, if the monthly total of Payment Processing Fees is below \$250 in any month during the Term.

APPENDIX B

Miami Beach Contract

Contract no. 13-051-02

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH
AND
PAYBYPHONE US INC.
FOR
MOBILE PARKING PAYMENT SYSTEM, PURSUANT TO
REQUEST FOR QUALIFICATIONS 2023-051-WG

MAR 5 - 2024

This Professional Services Agreement ("PSA") and the PayByPhone US Inc. Service Agreement ("Service Agreement"), collectively, the "Agreement" is entered into this _____ ("Effective Date"), between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 (the "City" or "Client"), and **PayByPhone US Inc.**, a Delaware Corporation, whose address is 48 Wall Street, Suite 1100, New York, New York 10005 ("Vendor" or "PayByPhone").

SECTION 1
DEFINITIONS

Additional Parking Locations:	As defined in Section 12.1 of the Agreement.
Agreement	This Professional Services Agreement between the City and Vendor, including any exhibits and amendments thereto and the PayByPhone Service Agreement, collectively the "Agreement".
City Manager:	The chief administrative officer of the City.
City Manager's Designee:	The City staff member who is designated by the City Manager to administer this Agreement on behalf of the City. The City Manager's designee shall be the Parking Department Director.
Vendor	For the purposes of this Agreement, Vendor shall be deemed to be an independent contractor, and not an agent or employee of the City.
IP Rights:	Any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

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Parking Locations:	The location or locations of City's on-street parking, off-street parking, reservation parking, parking lots, parking decks, permitted parking, and other facilities where PayByPhone users may park.
Platform:	Access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with PayByPhone that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with City's Parking Locations.
Services:	The PayByPhone applications, the Platform and all services, work and actions by the Vendor performed or undertaken pursuant to the Agreement.
Convenience Fee:	The fee charged to the user by the City, as set forth in Exhibit B, that is non-embedded and on top of the Parking Rate.
Parking Rate:	The fee charged to the user by the City for use of the parking space.
Transaction Fee:	The fee charged by the Vendor to the City per Transaction as set forth in Exhibit B.
Proposal Documents:	Proposal Documents shall mean City of Miami Beach RFQ No. 2023-051-WG for Mobile Parking Payment System, together with all amendments thereto, issued by the City in contemplation of this Agreement RFQ, and the Vendor's proposal in response thereto ("Proposal"), all of which are hereby incorporated and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: the Professional Services Agreement; the RFQ; the Services Agreement, and the Proposal.
Risk Manager:	The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 26724; and fax number (305) 673-7529.
Transaction Data:	Information and data collected by the Vendor relating to drivers' parking sessions at the Parking Locations, which may include vehicle license plate, parking session date, time, duration, zone number and amount paid, details of parking fines/violation notices, and parking session details obtained through customer service center.
User Profile Data:	Any information about or with respect to PayByPhone service users that is not related to parking sessions at the Parking Locations, including without limitation, information provided by users upon registration for a PayByPhone account and data about the user's activity in the PayByPhone account or the PayByPhone applications.

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Merchant of Record: Refers to the entity that is authorized to receive customer payments to its merchant account set up with its acquiring bank, including credit card and any digital wallet transactions for Services.

SECTION 2

SCOPE OF SERVICES

2.1 In consideration of the Fee to be paid to Vendor by the City, Vendor shall provide the work and services described in Exhibit "A" hereto (the "Services").

Although the Vendor may be provided with a schedule of the available hours to provide its Services, the City shall not control nor have the right to control the hours of the Services performed by the Vendor; where the Services are performed (although the City will provide Vendor with the appropriate location to perform the Services); when the Services are performed, including how many days a week the Services are performed; how the Services are performed, or any other aspect of the actual manner and means of accomplishing the Services provided. Notwithstanding the foregoing, all Services provided by the Vendor shall be performed in accordance with the terms and conditions set forth in Exhibit "A" and to the reasonable satisfaction of the City Manager. If there are any questions regarding the Services to be performed, the Vendor should contact the following person:

Monica Beltran, Director, Parking Department
1755 Meridian Avenue, 2nd Floor
Miami Beach, Florida 33139
(305) 673-7000 ext. 26863
MonicaBeltran@miamibeachfl.gov

2.2 Vendor's Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule in Exhibit C hereto.

2.3 **Services Provided by PayByPhone.** During the Term (as defined herein), PayByPhone shall perform the services for the City as described in Exhibit A hereof (as amended, modified or supplemented from time to time upon the mutual written agreement of the parties, the "Services"). PayByPhone shall render the Services faithfully and to the best of its ability and in compliance with all applicable laws, Federal, State, and local laws, codes, ordinances, resolutions, administrative policies and procedures and/or rules and regulations, (collectively, "Applicable Laws"), devoting such time as is reasonably necessary to provide the Services. The precise times and manner of the performance of Services shall be as reasonably requested by the City, consistent with a schedule to be reasonably agreed upon from time to time by PayByPhone and the City. In connection with PayByPhone's performance of the Services, and in addition to PayByPhone's compliance with Applicable Laws, PayByPhone shall also be subject to, and agrees to abide by, such applicable policies, procedures, directions and restrictions as the City, in its sole and reasonable discretion, may establish from time to time and as communicated to PayByPhone. PayByPhone shall implement the Services within sixty (60) days of the Effective Date of this Agreement. The City acknowledges and agrees that PayByPhone is not liable or responsible for any delay in the implementation of the Services that is caused by any act or event outside the direct control of PayByPhone, including, but not limited to, a third party delaying integration set up.

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If the City requires additional work and/or services that are not included in this Agreement, PayByPhone and the City shall negotiate such additional work and/or services, mutually agree on the amount of additional compensation, and memorialize the terms in a written amendment to this Agreement.

2.4 Help and Support. PayByPhone agrees to use its reasonable efforts to assist the City with any technical support that the City may reasonably require in relation to using the Services. In furtherance of the foregoing, PayByPhone agrees to provide the City with preventative maintenance, corrective maintenance, adaptive maintenance for the Platform and will provide City administrative staff email and telephone support with respect to the Services between 7 am to 4 pm EST, Monday to Friday. Each of PayByPhone and the City shall promptly notify the other of any errors or interruptions that arise during the City's use of PayByPhone's software or the Services hereunder.

2.5 Errors and Corrections. In the event of any errors or interruptions in the Services, PayByPhone's sole and exclusive obligation shall be to use reasonable efforts to repair or restore that portion of the Services as promptly as possible. Repair may take the form, at the option of PayByPhone, as the case may be, of: (i) corrected software applicable to the Services; (ii) corrected materials in hard copy or electronic form describing the use and operation of the software applicable to the Services, including any manuals and programming tools; (iii) instructions or procedures to bypass the problem until a more permanent correction can be implemented; or (iv) correction/clarification of the functional definition of the Services.

2.6 Publicity of Services. All brochures and promotional materials to be distributed by PayByPhone and the City in connection with the Services shall be in a form mutually agreed upon by the parties.

2.7 Authority of Parties; Cooperation. Each party acknowledges and agrees that it has no authority to act on behalf of the other party other than as set forth in this Agreement or to enter into any contract or to incur any liability on behalf of the other party, except with prior written consent of an authorized officer of such party. Each party covenants that it shall not at any time represent, either orally or in writing, that it has any right, power, or authority with respect to the other party not expressly granted to the other party by such party.

Each party shall reasonably cooperate with the other party to permit such party to perform its duties and obligations under this Agreement in a timely manner.

2.8 Technology Sublicense. PayByPhone hereby grants the City the nonexclusive, non-transferable, non-sub-licensable, revocable right and sublicense to use any applicable proprietary technology that PayByPhone licenses but does not own and relates to the Services (the "Technology") in connection with the Services. The City shall not use the Technology for any use other than in connection with the Services. The City acknowledges and agrees that (a) PayByPhone shall be its exclusive source of the Technology for the Term; and (b) all Services obtained by the City shall use the Technology as necessary. The City has no interest in or right to use the Technology or any improvements thereto or modifications thereof except as set forth herein. In all instances, the City's use of the Technology shall inure to both party's benefit. During the Term or at any time thereafter, the City shall not commit, or cause any third party to commit, any act challenging, contesting, or impairing or attempting to impair PayByPhone's right, title and interest in and to the Technology or the validity thereof.

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2.9 Proposal Documents. Notwithstanding the description of PayByPhone's services and without limitation, PayByPhone shall provide any and all work and services as set forth in, and in accordance to the requirements of, the Proposal Documents (which are attached hereto and are hereby deemed incorporated by reference as if fully set forth herein).

SECTION 3

TERM

The term of this Agreement ("Term") shall commence on the date identified in the notice provided by the City Manager's Designee stating that all initial signage contemplated under Section 10.12 has been installed ("Signage Installation Notice"), and shall have an initial term of Five (5) years, with two (2) additional two-year renewal options, to be exercised at the City Manager's sole option and discretion, by providing Vendor with written notice of same no less than thirty (30) days prior to the expiration of the initial term.

Notwithstanding the Term provided herein, Vendor shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Exhibit C hereto.

SECTION 4

FEE

4.1 City shall pay PayByPhone as set forth in Exhibit B and in accordance with Section 4.2. PayByPhone may propose an increase in the Transaction Fees outlined in Exhibit B, not more often than once in a calendar year, to adjust for inflation and any increase in the cost of PayByPhone providing the services to City. All adjustments to the Transaction Fees shall be valid upon the prior written approval of the City Manager or City Manager's Designee. City parking rate structure is varied and includes flat and hourly rates that differ for residents and visitors. However, other rates and/or geographic areas may be added in the future. The rates specified herein shall commence on the date specified in the Signage Installation Notice to Proceed.

4.2. Payment. The City will serve as the Merchant of Record for Parking Rates and any Convenience Fees. PayByPhone shall invoice the City the applicable fees as set forth in Exhibit B. The City will issue a check to pay the Vendor on a monthly basis. Payment is due no later than forty-five (45) days after invoice. Invoices shall include a detailed description of the Services (or portions thereof) provided, and shall be submitted to the City at the following address:

Accounts Payable: Payables@miamibeachfl.gov

4.3 Taxes. PayByPhone's prices do not include sales, use, revenue or excise taxes, and accordingly, in addition to the price specified herein, the amount of any sales, use, excise or other similar tax applicable to the Services provided hereunder shall be paid by the City, including any taxes applicable on fees paid by the consumer, or, in lieu thereof, City shall provide PayByPhone with a tax exemption certificate issued by the appropriate taxing authority.

4.3. Billing Disputes. The City shall not be entitled to suspend payment of any disputed invoices. Any disputes must be submitted to PayByPhone in writing and with an explanation of the reason for the dispute, within forty-five (45) days. In the event that any payment dispute is

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resolved in favor of the City, PayByPhone shall credit City on the immediately subsequent invoice issued to City.

4.4. **Expenses.** Except as otherwise provided herein, PayByPhone shall not charge the City any costs for one (1) integration of its system(s) with the City's enforcement software solution, or for the management of the project and the Services. PayByPhone shall charge the City for ordinary, necessary and reasonable third party costs only on direct cost basis and only after the prior written approval of the City.

SECTION 5 **TERMINATION**

5.1 TERMINATION FOR CAUSE BY THE CITY

a. If either party shall fail to fulfill or otherwise violate any of the covenants, agreements, or stipulations in this Agreement, and such material breach remains uncorrected for thirty (30) days after receipt of notice by the other party, the other party shall thereupon have the right to terminate the Agreement by giving thirty (30) days' written notice to the other party of such termination. If the breaching party fails to cure in that 30-day period or the breach is incapable of cure, then the Agreement shall so terminate.

b. In that event, the City shall compensate PayByPhone in accordance with the Agreement for all Services performed by PayByPhone prior to termination, net of any costs incurred by the City as a consequence of the default.

c. Notwithstanding the above, neither party shall be relieved of liability to the other party for damages sustained by the City by virtue of any breach of the Agreement.

5.2 TERMINATION FOR CONVENIENCE OF THE CITY

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THIS AGREEMENT AND THE SERVICES THEN REMAINING TO BE PERFORMED AT ANY TIME WITHOUT CAUSE BY GIVING WRITTEN NOTICE TO PAYBYPHONE OF SUCH TERMINATION, WHICH SHALL BECOME EFFECTIVE THIRTY (30) DAYS FOLLOWING RECEIPT BY PAYBYPHONE OF SUCH NOTICE. IF THE AGREEMENT IS TERMINATED BY THE CITY AS PROVIDED IN THIS SECTION, THE CITY SHALL COMPENSATE PAYBYPHONE IN ACCORDANCE WITH THE AGREEMENT FOR ALL SERVICES ACTUALLY PERFORMED BY PAYBYPHONE PRIOR TO TERMINATION. NO COMPENSATION SHALL BE DUE TO PAYBYPHONE FOR ANY PROFITS THAT PAYBYPHONE EXPECTED TO EARN ON THE BALANCE OF THE AGREEMENT. SUCH PAYMENTS SHALL BE THE TOTAL EXTENT OF THE CITY'S LIABILITY TO PAYBYPHONE UPON A TERMINATION AS PROVIDED FOR IN THIS SECTION.

ADDITIONALLY, IN THE EVENT OF A PUBLIC HEALTH, WELFARE, OR SAFETY CONCERN, AS DETERMINED BY THE CITY MANAGER, IN THE CITY MANAGER'S SOLE DISCRETION, THE CITY MANAGER, PURSUANT TO A VERBAL OR WRITTEN NOTIFICATION TO THE VENDOR, MAY SUSPEND THE SERVICES UNDER THIS AGREEMENT WITH TEN (10) DAYS PRIOR NOTICE TO VENDOR FOR A TIME

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CERTAIN, OR IN THE ALTERNATIVE, TERMINATE THIS AGREEMENT ON A GIVEN DATE.

5.3 TERMINATION FOR CAUSE BY PAYBYPHONE

PayByPhone may terminate its performance under this Agreement only if the City defaults and fails to cure the default within forty-five (45) days of receiving written notice of a notice of default delivered pursuant to Section. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and PayByPhone wishes to terminate the Agreement, then PayByPhone must deliver a written notice to the City describing the default and the proposed termination date. The date must be at least thirty (30) days after the City receives notice. PayByPhone, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then PayByPhone may terminate its performance under this Agreement on the termination date.

5.4 TERMINATION FOR INSOLVENCY

Should PayByPhone (i) make a general assignment for the benefit of creditors; (ii) institute liquidation proceedings or proceedings to be adjudicated as voluntarily bankrupt; (iii) consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act; (vi) consent to the filing of a petition seeking such reorganization; or (vii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in an insolvency covering all or substantially all of such party's property or providing for the liquidation or dissolution of such party's property or business affairs; then, in any such event, the City party, at its option and without prior notice, may terminate this Agreement effective immediately. In such event, the rights and obligations for the parties shall be the same as provided for in Section 5.5.

5.5 EFFECT OF TERMINATION

a. Upon termination or expiration of this Agreement, (i) the City shall pay to PayByPhone any portion of the Fees then accrued and properly payable under this Agreement; (ii) City shall promptly return to PayByPhone all materials in its possession with the performance of the Services hereunder; and (iii) City shall discontinue all use of the Technology and intellectual property of PayByPhone.

b. Notwithstanding the exercise by any party of its rights under this Article 5, no termination of this Agreement shall relieve either party of its liability for the payment or performance of any obligation accrued prior to the Termination Date (including any indemnification obligation arising hereunder, whether or not notice of such indemnification claim has been given before such termination, or of any rights or obligations under any other provisions, which, by their meaning or content, are intended to survive the termination hereof).

SECTION 6
INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless (the "Indemnifying Party") the other party and its officers, employees, agents, and contractors (the "Indemnified Party"), from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Indemnifying Party, its officers, employees, agents, contractors, or any other person or entity acting under Indemnifying Party control or supervision, in connection with, related to, or as a result of the Indemnifying Party performance under this Agreement. To that extent, the Indemnifying Party shall pay all such claims and losses and shall pay all such costs and judgments which may be issued from any lawsuit arising from such claims and losses, and shall pay all costs and attorney's fees expended by the Indemnified Party in the defense of such claims and losses, including appeals. The Indemnifying Party expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Indemnifying Party shall in no way limit the Indemnifying Party's responsibility to indemnify, keep, and save harmless and defend the Indemnified Party or its officers, employees, agents, and instrumentalities as herein provided.

6.2 INSURANCE REQUIREMENTS

The Vendor shall maintain the below-required insurance in effect prior to awarding the agreement and for the duration of the agreement. The maintenance of proper insurance coverage is a material element of the agreement and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the Agreement.

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the Vendor be exempt from this Statute, the Vendor and each employee shall hold the City harmless from any injury incurred during the performance of the Contract. The exempt Vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.

B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.

C. Automobile Liability Insurance covering any automobile, if the vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with a limit no less than \$1,000,000 combined per accident for bodily injury and property damage.

D. Umbrella Liability Insurance in an amount no less than \$5,000,000 per occurrence. The umbrella coverage must be as broad as the primary General Liability coverage.

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Additional Insured – City of Miami Beach must be included by endorsement as an additional insured with respect to all commercial general liability policies arising out of work or operations performed on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the Vendor's insurance.

Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Vendor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER ON ALL COI MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 947
Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

SECTION 7
LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Vendor and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

SECTION 8
LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds one times the total amounts paid to PayByPhone under this agreement in the 12 month period preceding the event giving rise to the claim. Vendor hereby expresses its willingness to enter into this Agreement with Vendor's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of one times the total amounts paid to PayByPhone under this agreement in the 12 month period preceding the event giving rise to the claim.

Accordingly, and notwithstanding any other term or condition of this Agreement, Vendor hereby agrees that the City shall not be liable to the Vendor for damages in an amount in excess of one times the total amounts paid to PayByPhone under this agreement in the 12 month period preceding the event giving rise to the claim for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

In no event shall any party be liable for consequential, special, indirect or incidental damages, including but not limited to any damages resulting from loss of use or profits arising out of or in connection with this agreement, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

SECTION 9
**DUTY OF CARE/COMPLIANCE WITH APPLICABLE LAWS/PATENT RIGHTS; COPYRIGHT;
AND CONFIDENTIAL FINDINGS**

9.1 DUTY OF CARE

With respect to the performance of the Services contemplated herein, Vendor shall exercise that degree of skill, care, efficiency and diligence normally exercised by reasonable persons and/or recognized professionals with respect to the performance of comparable work and/or services.

9.2 COMPLIANCE WITH APPLICABLE LAWS

In its performance of the Services, Vendor shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the federal government, as applicable.

9.3 PATENT RIGHTS; COPYRIGHT; CONFIDENTIAL FINDINGS

a. PayByPhone agrees to defend and indemnify City for all losses, costs and damages resulting from a claim and/or determination that the Services as supplied to the City infringe any United States patent rights, copyrights or trademarks provided that: City promptly notifies PayByPhone in writing upon City becoming aware of the existence of any such suit, action, proceeding or threat; allows PayByPhone sole control of the defense and/or settlement thereof; provides such reasonable cooperation as PayByPhone may require; and, makes no admissions or other statements which may be prejudicial to PayByPhone. In no event shall City consent to any judgment or decree or do any other act in compromise of any such claim without PayByPhone's express prior written consent. In no event will PayByPhone be liable for the payment of any amount agreed to in settlement without its express consent.

b. In the event that the City is enjoined from its use of the Services due to a proceeding based upon the infringement of patent, copyright or trademark in the United States, PayByPhone shall, at its option, either:

- i. promptly render the product non-infringing and capable of providing services as intended; or
- ii. procure for City and its customers the right to continue using its product; or
- iii. replace the product with non-infringing goods; or
- iv. remove the product and refund any expense of the City.

c. PayByPhone shall have no liability in respect of any claim based upon:

- i. use, operation or combination of its product with software, hardware, data, or equipment not supplied by PayByPhone if such infringement would have been avoided but for such use, operation or combination; or
- ii. use of products other than in accordance with PayByPhone's specifications if such infringement would have been avoided but for use of the Products not in accordance with PayByPhone specifications; or
- iii. its products that have been modified by any party other than PayByPhone if such infringement would have been avoided but for such modification.

d. Neither party will disclose the other party's or its affiliates' confidential or proprietary information, including Transaction Data and User Profile Data ("Confidential Information") (including the terms of this Agreement and any information provided by the other party that is confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use or that a reasonable person would consider confidential, given the context) except:

- i. with the other party's consent;

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- ii. to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement; or
- iii. when required to do so by law or by any binding rule, order or request.

For purposes of this Section 9.3, the parties agree that confidential or proprietary information does not include any information that is:

- i. already known to the receiving party at the time of disclosure hereunder (other than from the other party or its affiliates) as demonstrated by its written records;
- ii. now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information;
- iii. disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or
- iv. independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records.

Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party's confidential information disclosed to it. The parties agree that an actual or threatened breach of this provision would result in irreparable harm to the party whose confidential information would be disclosed in breach, and shall entitle that party to temporary or permanent injunctive relief without proof of actual damages.

SECTION 10

GENERAL PROVISIONS

10.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Vendor, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Vendor shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

10.2 INSPECTOR GENERAL AUDIT RIGHTS

- (A) Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.

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- (B) The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Vendor, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.
- (C) Upon ten (10) days written notice to the Vendor, the Vendor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Vendor its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.
- (D) The Inspector General shall have the right to inspect and copy all documents and records in the Vendor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.
- (E) The Vendor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:
- i. If this Agreement is completely or partially terminated, the Vendor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

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- ii. The Vendor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.
- (F) The provisions in this section shall apply to the Vendor, its officers, agents, employees, subcontractors and suppliers. The Vendor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Vendor in connection with the performance of this Agreement.
- (G) Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Vendor or third parties.

10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING

With the exception of an assignment to PayByPhone's parent company, Vendor shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this section, and any attempt to make such assignment (unless approved) shall be void.

10.4 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Vendor shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

10.5 NO DISCRIMINATION

In connection with the performance of the Services, the Vendor shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Additionally, Vendor shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

10.6 CONFLICT OF INTEREST

Vendor herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, as may be amended from time to time; and by the City of Miami Beach Charter and Code, as may be amended from time to time; both of which are incorporated by reference as if fully set forth herein.

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Vendor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. Vendor further covenants that in the performance of this Agreement, Vendor shall not employ any person having any such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

10.7 VENDOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

- (A) Vendor shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.
- (B) The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.
- (C) Pursuant to Section 119.0701 of the Florida Statutes, if the Vendor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Vendor shall:
 - (1) Keep and maintain public records required by the City to perform the service;
 - (2) Upon request from the City's custodian of public records, 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 in Chapter 119, Florida Statutes or as otherwise provided by law;
 - (3) 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 Agreement if the Vendor does not transfer the records to the City;
 - (4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (D) REQUEST FOR RECORDS; NONCOMPLIANCE.
 - (1) A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Vendor of the request, and the Vendor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
 - (2) Vendor's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.

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- (3) A Vendor who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

(E) CIVIL ACTION.

- (1) If a civil action is filed against a Vendor to compel production of public records relating to the City's contract for services, the court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorneys' fees, if:
- The court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and
 - At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the City and to the Vendor.
- (2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Vendor at the Vendor's address listed on its contract with the City or to the Vendor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- (3) A Vendor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(F) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV
PHONE: 305-673-7411

10.8 FORCE MAJEURE

- (A) A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Vendor or the City's obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility,

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inclement weather, or failure to secure any of the required permits pursuant to the Agreement.

- (B) If the City or Vendor's performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately, upon learning of the occurrence of the event or of the commencement of any such delay, but in any case within fifteen (15) business days thereof, provide notice: (i) of the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.
- (C) No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch.
- (D) Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event, causing the suspension of performance, shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.
- (E) Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager, suspend the City's payment obligations under the Agreement, and may take such action without regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party's performance under the Agreement for a time period greater than thirty (30) days, the City may, at the sole discretion of the City Manager, terminate the Agreement on a given date, by giving written notice to Vendor of such termination. If the Agreement is terminated pursuant to this section, Vendor shall be paid for any Services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In no event will any condition of Force Majeure extend this Agreement beyond its stated term.

10.9 E-VERIFY

- (A) Vendor shall comply with Section 448.095, Florida Statutes, "Employment Eligibility" ("E-

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Verify Statute"), as may be amended from time to time. Pursuant to the E-Verify Statute, commencing on January 1, 2021, Vendor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees during the Term of the Agreement, provide an affidavit stating that the Vendor does not employ, contract with, or subcontract with an unauthorized alien, or, upon the City's written request, otherwise demonstrate Vendor's compliance with Section 448.095 as described therein. Additionally, Vendor shall expressly require any subcontractor performing work or providing services pursuant to the Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract Term, as applicable. If Vendor enters into a contract with an approved subcontractor, the subcontractor must provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of the Agreement or such other extended period as may be required under this Agreement.

(B) **TERMINATION RIGHTS.**

- (1) If the City has a good faith belief that Vendor has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate this Agreement with Vendor for cause, and the City shall thereafter have or owe no further obligation or liability to Vendor.
- (2) If the City has a good faith belief that a subcontractor has knowingly violated the foregoing Subsection 10.9(A), but the Vendor otherwise complied with such subsection, the City will promptly notify the Vendor and order the Vendor to immediately terminate the Agreement with the subcontractor. Vendor's failure to terminate a subcontractor shall be an event of default under this Agreement, entitling City to terminate the Vendor's contract for cause.
- (3) A contract terminated under the foregoing Subsection (B)(1) or (B)(2) is not in breach of contract and may not be considered as such.
- (4) The City or Vendor or a subcontractor may file an action with the Circuit or County Court to challenge a termination under the foregoing Subsection (B)(1) or (B)(2) no later than 20 calendar days after the date on which the contract was terminated.
- (5) If the City terminates the Agreement with Vendor under the foregoing Subsection (B)(1), Vendor may not be awarded a public contract for at least 1 year after the date of termination of this Agreement.
- (6) Vendor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under this Section 10.9.

10.10 TRADEMARKS; PROMOTION MATERIALS

PayByPhone hereby grants the City a non-transferable, non-sublicensable, non-exclusive license to use its name and trademarks, without modification unless approved by PayByPhone, solely in connection with the City's marketing and use of the Services in the City facilities.

10.11 STATUS MEETINGS

On periodic basis, but not less than quarterly, an appropriate representative of each party shall conduct a joint meeting to discuss the status of the Services, as well as to answer questions, gather information and resolve disputes that may occur from time to time. It is the expectation of the parties that the representatives of the parties shall communicate directly with one another and

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work directly with one another to ensure that all Services provided hereunder are completed on a timely and complete basis. All meetings pursuant to this Section 10.11 may be face to face, video or telephonic meetings as may be agreed upon by the parties. Each party shall bear its own costs of attending or participating in such meetings.

10.12 SIGNAGE

PayByPhone shall, at no cost to the City, coordinate with the City's other mobile parking payment provider, ParkMobile, to design, procure, and deliver all signage for the Parking Locations, including any signage necessary to replace outdated signage placed at a Parking Location under a previous agreement. All signage shall include information for both ParkMobile and PayByPhone equally. ParkMobile and PayByPhone shall coordinate the production of the Signage and shall secure the prior written approval of the City. Upon receiving approval from the City, PayByPhone and ParkMobile shall produce and deliver all signage to the City. The City shall be responsible for the costs of all subsequent Signage for go-live or additional phase areas. The City is responsible for the installation of all signs and decals.

The number of signs included for a Parking Location shall be mutually agreed upon by the City, PayByPhone, and ParkMobile for each Parking Location.

SECTION 11 NOTICES

Until changed by notice, in writing, all such notices and communications shall be addressed as follows:

TO VENDOR:

PayByPhone US Inc.
c/o PayByPhone Technologies Inc.
600-1290 Homer Street
Vancouver, BC V6B 2Y5
Canada
Attn: Legal

With a copy to: legal@paybyphone.com

TO CITY:

City of Miami Beach, Parking Department
C/O Parking Director
1755 Meridian Avenue, 2nd Floor
Miami Beach, Florida 33139
MonicaBeltran@miamibeachfl.gov

All notices mailed electronically to either party shall be deemed to be sufficiently transmitted.

SECTION 12
MISCELLANEOUS PROVISIONS

12.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. In the event Client wishes to add new Parking Locations in addition to the Initial Parking Locations (the "Additional Parking Locations") or to add parking spaces to an existing Parking Location, the amendment will be effective against both parties if it is in the form of email between implementation personnel of the parties and, effective the date of such email, the Exhibit B will be read to include these Additional Parking Locations or parking spaces.

12.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.3 WAIVER OF BREACH

A party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A party's waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.4 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12.5 REPRESENTATIONS and WARRANTIES

Each of PayByPhone and City hereby represents, warrants, and covenants to the other party hereto as follows:

- (a) It is duly organized and validly existing under the laws of the state of its incorporation and has full power and authority to carry on its business as it is now being conducted and to own and operate its properties and assets;
- (b) The execution, delivery and performance of this Agreement by such party has been duly authorized by all requisite corporate or limited liability company action, as applicable;
- (c) It has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and

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(d) The execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions hereof do not and will not conflict with or result in a breach of any of the terms or provisions of or constitute a default under the provisions of its charter documents or bylaws, or any order, writ, injunction or decree of any court or governmental authority entered against it or by which any of its property is bound.

12.6 DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS RELATED TO ANY THIRD PARTY HARDWARE OR EQUIPMENT AS MAY BE REQUIRED FOR USE OF THE PAYBYPHONE SERVICE. PAYBYPHONE DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF USE WITH RESPECT TO, ARISING OUT OF OR IN CONNECTION WITH ANY THIRD PARTY HARDWARE USED IN CONNECTION WITH THE SERVICES TO BE PERFORMED HEREUNDER BY SUCH PARTY OR THE RESULTS OBTAINED THEREBY.

12.7 ENTIRETY OF AGREEMENT

The City and Vendor agree that this is the entire agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

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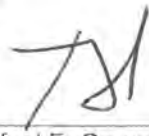
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By


Rafael E. Granado, City Clerk


Alina T. Hudak, City Manager

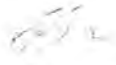
Date:

MAR 5 - 2024

FOR VENDOR:

PAYBYPHONE US INC.

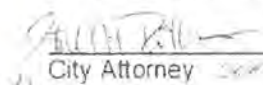
By


Satyajit (Sonny) Samra, President

Date, Feb. 2, 2024



APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney

Date

12/22/23

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**EXHIBIT A
SERVICE AGREEMENT**

EXHIBIT A

COOPERATION AND SERVICE AGREEMENT

For the purposes of this Exhibit C – Cooperation and Service Agreement, “PayByPhone” shall mean PayByPhone US Inc., a provider of enhanced mobile commerce solutions, a Delaware corporation with its address at 48 Wall Street, Suite 1100, New York, New York 10005 and “Client” shall mean the City of Miami Beach, a provider of parking services with its address at: 1700 Convention Center Drive, Miami Beach, Florida, 33139.

AGREEMENT

Section 1 THE PAYBYPHONE MOBILE PAYMENT PLATFORM AND APPLICATIONS

1.1 PAYBYPHONE MOBILE PAYMENT APPLICATION

PayByPhone agrees to roll out the PayByPhone mobile payment service for use at Client’s managed and owned parking facilities as agreed upon by PayByPhone and Client, to allow for consumers to pay for the use of Client’s parking facilities through personal wireless devices (e.g., cellular telephones) or other wireless systems. QR code access to the payment service is not included.

1.2 PAYBYPHONE MANAGEMENT INFORMATION SYSTEM

PayByPhone will operate and manage a software application for Client that will provide near real time information and management reports on the transactions conducted utilizing the PayByPhone mobile payment service (the “Portal”). PayByPhone will host the Portal on its network. Client will access the Portal through a browser-based program installed on Client’s computer hardware.

1.3 COMPUTER, NETWORKING AND TELECOMMUNICATION SYSTEMS

PayByPhone will own or possess, and will operate and maintain, all computer and networking hardware and software and data required to operate the PayByPhone mobile payment services service as contemplated in this Agreement, other than Client’s existing computer and telecommunications systems.

1.4 MOBILE PAYMENT SERVICE ENFORCEMENT

Client agrees to supply Wireless Devices to employees in the field to provide real time confirmation of validly parked vehicles.

1.5 REPORTS

PayByPhone will provide Client with a set of standard self-serve reports in the Portal. Any changes or customizations to the standard set of reports will be subject to PayByPhone’s prior approval and then-current PayByPhone professional services fees.

See https://www.paybyphone.com/pdf/us/pbp_professionalservicesamplerates.pdf for sample rates.

1.6 PAYBYPHONE INTERACTIVE VOICE RESPONSE

PayByPhone will provide the PayByPhone interactive voice response solution (“IVR”) for use at Client’s managed and/or owned parking facilities, as agreed upon by PayByPhone and Client, to allow for consumers to call and pay for the use of the Parking Location by calling the applicable service number displayed on the parking sign, parking meter, and/or pay station. Client is responsible for paying all Transaction Fees, as outlined in Appendix A, for each Transaction made through IVR.

1.7 PAYBYPHONE RIGHTS & RATES

PayByPhone will provide Client with the PayByPhone Rights & Rates service (“Rights & Rates”) to allow Client to control eligibility to park at Client parking facilities and to assign special parking rules and prices to select segments of drivers. In this Agreement, a “Right” is the entitlement to start a parking session at a Parking Location and/or qualify for a specific rate/restriction. Client is responsible for paying the Rights & Rates implementation and

subscription fees, as outlined in Appendix A, for the number of Client parking spaces as agreed upon between PayByPhone and Client.

1.8 USE OF QR CODE

At Client's request, as part of the PayByPhone mobile payment service, PayByPhone will provide to Client, and include on the relevant signage at Client's parking facilities or in marketing materials, QR codes which will allow consumers to access the PayByPhone mobile payment service through QR code scanning, at no additional cost. Client acknowledges that inclusion of QR codes in the payment service is associated with a material risk of fraudulent activity by third parties who may manually replace QR codes on Client signage with their own codes and redirect the consumers to their sites for payment, resulting in losses to Client, PayByPhone and consumers. Client releases PayByPhone from any liability for any claims, actions or losses resulting from or associated with such fraudulent activity at Client's parking facilities and, to the extent permitted by law, agrees to indemnify PayByPhone against any and all third party claims, actions, losses resulting from or arising out of such fraudulent activity, as set out in section 8.2 of this Agreement. Client will reimburse PayByPhone for the cost of removing fraudulent QR signage from Client's parking facilities and for the costs of customer support and call centre fees associated with calls related to fraudulent signage at Client's parking spaces. PayByPhone will provide evidence supporting determination of the costs, but PayByPhone's calculations will be conclusive of the same. PayByPhone reserves the right to discontinue the support for the QR code feature with 10 day written notice to Client if the fraudulent activity at Client's parking facilities persists for longer than 6 weeks.

1.9 PAYBYPHONE VALIDATIONS PORTAL

Subject to the terms and conditions of this Agreement, PayByPhone will provide Client a parking validation subscription service, which allows Client to access a web-based parking validation and complimentary parking management portal to enter and manage license plate information to validate consumer parking sessions (the "Validations Portal"). Client is responsible for paying all Validations Portal fees, as set out in Appendix A, for the Parking Location(s), as agreed upon between PayByPhone and Client. Notwithstanding anything contrary to this Agreement, Client may not terminate its subscription to the Validations Portal for any reason for six months from the date the Validations Portal is set up for Client. Client shall not: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how or algorithms relevant to the Validations Portal; (b) create derivative works based on the Validations Portal; or (c) encourage or assist any third party to do the foregoing.

Section 2 FEES AND PAYMENTS

2.1 MERCHANT ACCOUNT

Merchant account refers to Client's merchant account set up with Client's acquiring bank. PayByPhone will cover the cost of linking one (1) Client merchant account with PayByPhone's gateway provider. Client agrees to cover the cost of merchant account updates including all third party fees and then-current PayByPhone professional services

2.2 TRANSACTION TESTING

PayByPhone reserves the right to execute test transactions from time to time to ensure top performance of the system and account. PayByPhone may execute up to ten test transactions per month without adjusting the Client invoice.

2.3 THIRD PARTY INTEGRATION

In the event that system changes (such as upgrades) by a third party that will impact the PayByPhone integration with Client sub-systems such as enforcement, Client agrees to pay for all PayByPhone development costs required to maintain such integration. PayByPhone will notify Client, in advance, of any such integration costs that could be added.

Section 3 EXCLUSIVITY

The parties expressly acknowledge that Client currently engages, and/or may in the future, at its option, add, other providers of mobile parking payment applications ("Third Party Providers"), through contracts for the same parking facilities and metered stalls covered by this Agreement.

Section 4 MARKETING, PROMOTION AND USER EDUCATION

4.1 MARKETING EVENTS

PayByPhone may conduct on-site marketing events and campaigns for its service, whereby PayByPhone will inform parking lot consumers of the availability of the PayByPhone mobile payment services as well as any promotions available, with the knowledge and approval of Client which is not to be unreasonably withheld.

4.2 CLIENT TRAINING

PayByPhone will provide initial training to Client using a "Train the Trainer" (the "Client Trainer") model on the self-served PayByPhone Service Management Interface (SMI). The said Client Trainer will, at its own expense, train its staff and employees, including patrollers, to operate the mobile payment services and related applications and technology. Additional training sessions are available at the then current professional services rates. See https://www.paybyphone.com/pdf/us/pbp_professionalservicesamplerates.pdf for sample rates.

Section 5 INTELLECTUAL PROPERTY

5.1 INTELLECTUAL PROPERTY RIGHTS

5.1.1 The parties acknowledge and agree that any trademarks, patents, trade names, logos, trade dress, domain names, copyrights or licenses therein, or other enforceable intellectual property rights and whether in hard or electronic copy (collectively "Intellectual Property") belonging to the other party, given to them under this Agreement is and shall remain the property of that party for the duration of the Term of this Agreement.

5.1.2 Except as expressly stated, nothing in this Agreement shall be deemed or interpreted to convey, transfer or assign any Intellectual Property rights to the other party.

5.1.3 Each party reserves the right to approve in advance the use of its Intellectual Property by the other party in upon the advance written approval or as previously agreed upon in writing by the parties.

5.1.4 Upon termination of this Agreement for any reason the parties will use reasonable endeavours to ensure that all such Intellectual Property and material are removed from display and/or destroyed at the request of the other party save where such Intellectual Property is held by the parties in compliance with any statutory obligations and/or the maintenance of proper records.

5.1.5 The parties undertake that they have all necessary permissions, licenses and rights to use the Intellectual Property of third parties for the purposes of this Agreement.

5.1.6 To the extent permitted by law, each party shall indemnify (for the purposes of this clause, the "Indemnifying Party") the other (for the purposes of this clause the "Indemnified Party") against all actions, claims, proceedings, costs and expenses (including reasonable legal fees) arising from any actual infringement of Intellectual Property rights of whatever nature insofar as these relate to the Intellectual Property rights developed and owned by the Indemnifying Party or licensed to the Indemnified Party which claims, actions or proceedings arise as a result of the Indemnified Party's use of any of the Services, except that the indemnity shall not apply to any actions, claims or proceedings which are attributable to any breach of contract or negligent act or omission on the part of the Indemnified Party or where such actions, claims or proceedings relate to any developments of the services carried out by or at the request of the Indemnified Party except where the Indemnifying Party knew or ought to have known that such

development of the services requested by the Indemnified Party would result in an infringement of Intellectual Property rights.

5.1.7 The Indemnified Party shall notify the Indemnifying Party in writing of any such action, claim or proceeding and shall not make any admission unless the Indemnifying Party gives prior written consent.

5.1.8 At the Indemnifying Party's request and expense, the Indemnified Party shall permit the Indemnifying Party to conduct all negotiations and litigation. The Indemnified Party shall give all assistance as the Indemnifying Party may reasonably request and the Indemnifying Party shall pay the Indemnified Party's costs and expenses so incurred.

5.1.9 The Indemnifying Party may, at its expense: (i) obtain a license to enable the Indemnified Party to continue to use the Services, or (ii) modify or replace the Services to avoid any alleged or actual infringement or breach, or (iii) terminate the provision of the affected elements of the Services. Where the Indemnifying Party exercises options (i) or (ii) the functionality of such modification or replacement shall not materially affect the performance of the Services.

5.2 CLIENT INFORMATION

5.2.1 "Client Data" means all data provided directly by the Client to PayByPhone in relation to this Agreement, including Client's parking rates, Client's identifiers for Parking Locations and parking stalls, merchant account information, enforcement equipment and practices, and parking policies.

5.2.2 During the term of this Agreement and for such time after as not expressly prohibited, PayByPhone may obtain, store and use such Client Data for any purpose, including without limitation providing and improving services under this Agreement, so long as it complies with applicable data protection laws, contractual obligations and any other applicable requirements with respect to the Client Data. PayByPhone shall retain exclusive ownership of all rights in any derivative data it develops based on Client Data.

5.2.3 Following termination of this Agreement, PayByPhone will, at Client's written request, return to Client or destroy all Client Data and copies thereof. Notwithstanding the foregoing, PayByPhone shall be permitted to retain such copies of, or any computer records or files containing, the Client Data: (a) that has been archived by PayByPhone's automatic electronic archiving and back-up procedures, to the extent created and retained in a manner consistent with PayByPhone's standard archiving and back-up procedures; and (b) to the extent required by applicable law.

5.3 CUSTOMER INFORMATION

5.3.1 The parties will share information and data directly relating to drivers' parking sessions through the PayByPhone service at the Parking Locations ("Parking Sessions") and as may be required by the Client for parking enforcement, fines, and proceedings ("Transaction Data"). Transaction Data may include vehicle license plate, parking session date, time, duration, zone number and amount paid, details of parking fines/violation notices, and parking session details obtained through customer service centre, and does not include User Profile Data (defined below).

5.3.2 In using, sharing, or otherwise processing Transaction Data, PayByPhone and Client must comply with applicable data protection laws, contractual obligations and any other applicable requirements. Each party is responsible to the PayByPhone service users and other third parties for its respective use, sharing and processing of Transaction Data, whether it performs such use, sharing and processing directly or through third parties. Each party acts as a "data controller" with respect to Transaction Data for the purposes any privacy legislation that uses that

concept and is applicable to the party's activities. Each party agrees to provide such assistance as is reasonably required to enable the other party to comply with the applicable data protection laws.

5.3.3 Any information about or with respect to PayByPhone service users that is not related to parking sessions at the Parking Locations, including without limitation, information provided by users upon registration for a PayByPhone account and data about the user's activity in the PayByPhone account or the PayByPhone applications ("User Profile Data") shall be exclusively owned by PayByPhone. PayByPhone shall retain exclusive ownership of all rights in any derivative data it develops based on Transaction Data and User Profile Data.

5.4 PAYBYPHONE'S SERVICES TO CUSTOMERS

The parties acknowledge that PayByPhone service users hold the PayByPhone account under terms of service established by PayByPhone. Under these terms of service, PayByPhone may offer users an option to receive service communications by SMS text ("SMS Communications"), including reminders to extend a parking session and confirmations of successful registration for a parking session. Client agrees that, at any time during the Term, PayByPhone may charge any users who opt into these services a fee ("SMS Fee") for each SMS Communication sent by PayByPhone with respect to an initial parking session or extension of a parking session and may set the amount of the SMS Fee with reference to the cost PayByPhone incurs in delivering this optional service. At the time of entering into this Agreement, the SMS Fee is equal to \$0.15 inclusive of taxes payable by the user. PayByPhone will provide Client with 30 day written notice of an increase in the amount of the SMS Fee. PayByPhone shall be responsible for any taxes applicable to the SMS Fees. PayByPhone records will be conclusive evidence with respect to the amount of SMS Fees collected during a billing period. The SMS Fees will be added to the total charged to the user in respect of a parking session or extension of a parking session.

Unless under the terms of the Agreement PayByPhone is designated as the merchant of record for parking fees paid using PayByPhone mobile payment service, PayByPhone and Client agree to designate Client as the merchant of record for any SMS Fees only. In that case, Client will collect PayByPhone's SMS Fees and remit to PayByPhone. Remittance will be made via electronic payment or cheque and may be included in the amount that also includes fees payable by Client to PayByPhone under this Agreement.

Section 6 INTENTIONALLY OMITTED

Section 7 DISCLAIMER, INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1 DISCLAIMER

Except as expressly set forth in this agreement, PayByPhone does not make, and hereby specifically disclaims, any representations or warranties, express or implied, regarding the PayByPhone mobile payment services, including any implied warranties of title, merchantability, fitness for a particular purpose or non-infringement. Client acknowledges that the PayByPhone mobile payment services and services furnished by PayByPhone under this agreement (including, without limitation, any servers or other hardware, software, applications and any other items used or provided by PayByPhone or any third parties in connection with providing access to or hosting any of the foregoing or the performance of any services by PayByPhone under this agreement) are provided by PayByPhone "as is".

7.2 PARKING RATES

Client will be given access to parking rate data in order to confirm the parking rates at each Parking Location via the Portal. PayByPhone will make every attempt at ensuring the rates are configured correctly; upon completion of each Parking Location setup, it is the Client's responsibility to ensure all rates are configured correctly. Failing to do so shall exclude PayByPhone from any liability. Client shall implement any parking rate changes via the Portal following the Parking Location setup. In the event Client requests that PayByPhone configure the parking rate changes after the Parking Location setup, Client shall provide PayByPhone with sufficient notice of the rate changes and such work

will be subject to PayByPhone's prior approval and then-current PayByPhone professional services fees. See https://www.paybyphone.com/pdf/us/pbp_professionalservicesamplerates.pdf for sample fees.

Section 8 MISCELLANEOUS

INTENTIONALLY OMITTED

8.1 NO AGENCY

Each party, in all matters relating to this Agreement, will act as an independent contractor and independent employers. Except as otherwise expressly set forth herein, neither party will have authority and will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other, or to represent the other as an agent, employee or in any other capacity. Except as otherwise expressly set forth herein, nothing in this Agreement shall be construed to have established any agency, joint venture or partnership between the parties. Neither party shall make any warranties or representations on behalf of the other party.

8.2 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The parties further agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

8.3 CAPTIONS

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provision set forth herein.

8.4 CLIENT'S CONDUCT OF BUSINESS THROUGH AFFILIATES

The parties acknowledge that Client may carry out its business through affiliates. Client agrees to cause its affiliates to take such actions and to execute such documents as may be reasonably required to give effect to this Agreement as though references to Client in this Agreement were references to Client and those of its affiliates through which it carries on the business of owning and operating parking facilities.

8.5 PCI-DSS: PAYMENT CARD INDUSTRY DATA SECURITY STANDARD

PayByPhone is responsible for the security of cardholder data which PayByPhone possesses or otherwise stores, processes, or transmits on behalf of the Client. PayByPhone abides by the rules and regulations set forth in the PCI-DSS.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

The City of Miami Beach

Signature: _____

Name: _____

Title: _____

Attest.

Signature: _____

Name: Rafael E. Granado, City Clerk

Date: _____

PayByPhone US Inc.

Signature: _____ 

Name: Satyajit (Sonny) Samra

Title: President

Contract no. 23-051-02

**EXHIBIT B
FEE SCHEDULE**

EXHIBIT B
PAYBYPHONE FEES

All amounts are exclusive of any and all taxes, including taxes applicable on fees paid by the driver. For the purposes of this Agreement, "Transaction" includes (a) user registration for a parking session, permit, validation or extension at a Parking Location through the PayByPhone mobile payment service (whether or not any amount is payable to Client by the user), (b) a refund, (c) a charge reversal and (d) any other operation for which PayByPhone incurs a fee from its gateway provider or an acquirer, if applicable.

<i>ITEM</i>	<i>PRICE</i>
ONE-TIME SETUP FEES	
Signage – first round of signage production at service launch (installation not included)	Included
Training, consulting, marketing, and customer support as described in the Agreement <i>Marketing includes a standard launch package</i>	Included
Mobile payment services setup fee for all Initial Parking Locations	Waived ¹
Integration with enforcement solution software: PayByPhone will include 1 complimentary enforcement integration	Included
Standard PayByPhone city dynamic label	Included
TRANSACTION FEES	
Hourly Parking: Client pays to PayByPhone per Transaction—City serves as Merchant of Record (Client may charge user a non-embedded, on top of price of Convenience Fee of \$0.35)	\$0.35 ²
Monthly Parking Option: Client pays to PayByPhone per Transaction—City serves as Merchant of Record (Client may charge user a non-embedded, on top of price of Convenience Fee of \$1.00)	\$1.00 ²
Resident Rate Zero Fee Offering: Verified via PayByPhone's Rights & Rates solution (priced below), residents will receive a \$0 cost Convenience Fee if the "double code offering" (see description below) is utilized.	\$0.00 per authorized resident
Monthly minimum of total Transaction Fees	Waived
OPTIONAL FEES	
Additional Custom dynamic label	\$1,000
Mobile payment service setup fee for Additional Parking Locations	Waived
IVR setup fee	Waived
IVR additional per transaction fee ⁴	Waived—Included with standard transaction fee
Rights & Rates setup fee	Reduced \$500
Rights & Rates monthly subscription fee for one (1) Right	\$199 per month
Validation Portal setup fee	\$1,500

EXHIBIT B
PAYBYPHONE FEES

Validation Portal monthly subscription fee	\$250 per Parking Location/mo
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NOTES:

- 1 Mobile payment services setup fee (if applicable) includes configuration, testing, and implementation of a dedicated client account within the PayByPhone system; merchant account integration and testing; set up and training on reporting, customer service, and other elements of the PayByPhone Portal.
- 2 Any change in the Parking Rates will not affect the price the Client will pay to PayByPhone per Transaction. The Convenience Fee may only be increased by mutual agreement of both parties. Services covered by the Transaction Fee include interactive voice response solution (IVR). Client is responsible for paying all Transactions Fees for all Transactions made through the PayByPhone mobile application, web application, and/or IVR (if applicable).
- 3 Client is responsible for paying its own credit card processing and merchant banking fees, if Client is merchant of record (MOR).

Double Code Offering: PayByPhone assigns a location code for the area plus a resident location code that will be used by residents only, which provides a \$0 Convenience Fee option for residents.

- a. If a non-resident were to try to use this resident location and they were not authorized via Rights & Rates, they would be instructed to utilize the standard location code.

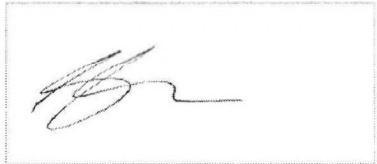
Contract no. 23-051-02

EXHIBIT C TIMELINE/ SCHEDULE/SIGNAGE

PayByPhone & City of Miami Beach							
Planned Scope of Work & Timeline - Mobile Payments							
<i>*All estimated dates and timeframes are dependent upon information being provided to PayByPhone by the City.</i>							
Anticipated State Date	Task Description	Initiating Lead Designation	PBP Team Member(s)	City Team Member(s)	Task Duration	Estimated Completion Date	Deliverable
11/1/2023	Contract Negotiation	Mutual	Sales, Legal	Procurement, City Manager, Parking, Legal	3 Weeks	12-Nov-23	Fully Executed Agreement
11/29/2023	Project Kickoff Call	PayByPhone	Sales, Implementation, Account Management, Integrations	Parking Admin, Finance, IT, Integration/Enforcement	1 Hour	11/29/2023	Workbook provided, which includes all information needed by PBP to work on the City's implementation for mobile payments. Clearly defined expectations and timelines will be discussed.
11/29/2023	Workbook Complete	City		All relevant city/parking team members	2 weeks	12/13/2023	Workbook returned to PayByPhone with completed materials.
11/29/2023	Merchant Account Setup	City	Implementation	Finance, Parking Admin	3-4 Weeks	12/27/2023	City to begin setting up merchant account ASAP to ensure available for test transactions necessary prior to go live.
12/13/2023	Enforcement Engaged	PayByPhone	Implementation	Parking Admin & Enforcement	3-4 weeks	1/3/2024	Upon City providing contact information for enforcement partner, PayByPhone will engage with provider to set up integration for enforcement purposes.
12/6/2023	Signage Discussion	PayByPhone	Implementation	Parking Admin & Enforcement	2 weeks	12/27/2023	PayByPhone will discuss signage during weekly calls and create mock-ups for approval by City. Upon approval, signage will be ordered for delivery prior to estimated go live.
12/27/2023	Marketing Discussion	PayByPhone	Implementation	Parking Admin & Marketing	Ongoing	TBD	PayByPhone will discuss marketing strategies available to the City and discuss the City's marketing desires to plan marketing efforts to announce mobile payment launch within the City.
1/1/2024	Test Transactions - Merchant	PayByPhone	Implementation	Parking Admin & Finance	1-2 Weeks	1/15/2024	Test transactions will be submitted with cooperation from the City to verify visibility within merchant account.
1/1/2024	Test Transactions - Enforcement	PayByPhone	Implementation	Parking Admin & Enforcement	1-2 Weeks	1/15/2024	Test transactions will be submitted with cooperation from the City to verify visibility within enforcement devices.
1/1/2024	Signage Installation Planning	City		Parking Admin	1-2 Weeks	1/19/2024	City to install signage and decals with plans to have system live upon install.
1/23/2024	Go Live	PayByPhone	Implementation	Parking Admin	Ongoing	1/23/2024	Go live date may vary based on when signs are installed.

Signature Certificate

Reference number: I5PN4-XTQMF-OWVPR-MAW82

Signer	Timestamp	Signature
Sonny Samra Email: ssamra@paybyphone.com Sent: 02 Feb 2024 17:39:33 UTC Viewed: 02 Feb 2024 21:31:45 UTC Signed: 02 Feb 2024 21:33:58 UTC		
Recipient Verification: ✓ Email verified	02 Feb 2024 21:31:45 UTC	IP address: 172.56.105.210 Location: Seattle, United States

Document completed by all parties on:
02 Feb 2024 21:33:58 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.



**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 PAYBYPHONE US INC., a Delaware 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.

PAYBYPHONE US INC.

By: _____

Name: _____

Title: _____

STATE OF Ohio

COUNTY OF Meigs

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization this 27 day of June, 2025, by Teresa Trussell, as President of PAYBYPHONE US INC., a Delaware corporation,. He is ☐ personally known to me or ☐ has produced Diners Licence (Type of Identification) as identification.

(Notary Seal)



AMBER DAVIS
Notary Public
State of Ohio
My Comm. Expires
December 27, 2025

Amber Davis
Signature of Notary Public

Amber Davis
Print, Type or Stamp Name of Notary

N/A
Serial Number, if any

AGENDA ITEM REPORT

October 8, 2025

ITEM NUMBER: 5.

ITEM:

Consideration and Approval of a resolution approving the Ruth K. Broad K-8 Center Nurse Initiative Memorandum of Understanding between the City of Miami Beach ("CMB"), North Bay Village ("NBV"), the Town of Bay Harbor Islands ("TBHI"), the Town of Surfside ("TS"), Bal Harbour Village ("BHV"), and the Miami Beach Chamber Education Foundation, Inc. ("MBCEF") (collectively, the "Parties"), to provide for funding and for the implementation of a Nurse Initiative for the school year 2025-2026, at a pro rata share of \$10,140. Sponsored by Town Manager Lindsley Noel.

DESCRIPTION:

Approval of the Ruth K. Broad K-8 Center Nurse Initiative Memorandum of Understanding between the City of Miami Beach ("CMB"), North Bay Village ("NBV"), the Town of Bay Harbor Islands ("TBHI"), the Town of Surfside ("TS"), Bal Harbour Village ("BHV"), and the Miami Beach Chamber Education Foundation, Inc. ("MBCEF") (collectively, the "Parties"), to provide for funding and for the implementation of a Nurse Initiative for the school year 2025-2026, at a pro rata share of \$10,140.

The Nurse Initiative Program came forth in 2013 due to a determination that students at Miami Beach North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad Bay Harbor K-8 Center did not have full-time on-site healthcare services and were, thus, underserved as compared to other public schools in the feeder pattern that falls within the City of Miami Beach.

Several years ago, the Town of Bay Harbor Islands ("Town") entered into a Memorandum of Understanding ("MOU") with the City of Miami Beach, North Bay Village, Bal Harbour Village, the Town of Surfside ("Participating Municipalities"), and the Miami Beach Chamber Education Foundation ("MBCEF"), to fund and implement the Nurse Enhancement Initiative for Ruth K. Broad Bay Harbor K-8 Center. Such agreement has been amended.

The MOU needs to be amended again to assign the proportionate share of funding to participating municipalities for FY 2025-2026, requiring the Town to contribute \$10,140.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

Funds in the amount of \$10,000 were appropriated in FY 2025/2026 Budget, Account No. 001.5120.400049.000 Other current Charges School Nurse. The fiscal impact is \$10,140.

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	Resolution Amend 8 Nurse Initiative-MOU
2.	MOU-Amendment 8-Nurse Initiative

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RESOLUTION NO. _____

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING AMENDMENT NO. 8 TO THE MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR ISLANDS, THE TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION, INC. TO FUND A NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2025/2026 FOR RUTH K. BROAD BAY HARBOR K-8 CENTER; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AMENDMENT TO THE MOU; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands (“Town”) entered into a Memorandum of Understanding (“MOU”) with the City of Miami Beach, North Bay Village, Bal Harbour Village, the Town of Surfside (“Participating Municipalities”), and the Miami Beach Chamber Education Foundation (“MBCEF”), to fund and implement the Nurse Enhancement Initiative for Ruth K. Broad Bay Harbor K-8 Center; and

WHEREAS, the MOU provides that Participating Municipalities will come up with their proportionate share of funds for the Nurse Enhancement Initiative; and

WHEREAS, the MOU was amended by Amendment No. 7 to the MOU executed on June 18, 2024, to extend the Nurse Enhancement Initiative for FY 2024-2025 and set forth the proportionate share of funding for the Participating Municipalities; and

WHEREAS, the parties wish to further amend the MOU in order to assign the proportionate share of funding to Participating Municipalities for FY 2025-2026, requiring

the Town to contribute \$10,140, as set forth in Amendment No. 8 to the MOU (“Amendment”), attached hereto as Exhibit “A”; and.

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

Section 1. That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. Approval of Amendment to MOU; Authorization. The Amendment between the Town, Participating Municipalities and MBCEF, substantially in the form attached hereto as Exhibit “A”, is hereby approved. The Town Council authorizes the Town Manager to execute Amendment No. 8 to the MOU on behalf of the Town, together with such changes as may be approved by the Town Manager and the Town Attorney as to form and legal sufficiency.

Section 3. Implementation. The Town Manager is authorized to take all action necessary to implement the purposes of this Resolution and the Amendment

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

PASSED and ADOPTED this __ day of October, 2025.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Mayor Isaac Salver	_____
Vice Mayor Stephanie Bruder	_____
Council Member Teri D'Amico	_____
Council Member Molly Diallo	_____
Council Member Joshua Fuller	_____
Council Member Eric Rappaport	_____
Council Member Robert Yaffe	_____

TOWN OF BAY HARBOR ISLANDS, FLORIDA

By: _____
Isaac Salver, Mayor

Attest:

Evelyn Herbello, MMC
Town Clerk

Approved as to form and legal sufficiency:

Greenspoon Marder LLP
Town Attorneys
BY: Morris G. (Skip) Miller, Esq.

**AMENDMENT NO. 8
TO THE MEMORANDUM OF UNDERSTANDING AMONG
THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR
ISLANDS, THE TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND
THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION, INC.
TO IMPLEMENT A NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2025/2026**

This Amendment No. 8 (the "**Amendment**") is made and entered into this ____ day of _____, 2025, by and among the **City of Miami Beach, Florida ("CMB")**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1700 Convention Center Drive, Miami Beach, Florida 33139; **North Bay Village ("NBV")**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1666 John F. Kennedy Causeway, #3, North Bay Village, Florida 33141; the **Town of Bay Harbor Islands ("TBHI")**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154; the **Town of Surfside ("TS")**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 9293 Harding Avenue, Surfside, Florida 33154; **Bal Harbour Village ("BHV")**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 655 96th Street, Bal Harbour, Florida 33154; and the **Miami Beach Chamber Education Foundation, Inc.**, a Florida not-for-profit corporation ("**MBCEF**"), having its principal place of business at 100 16th Street, Suite 6, Miami Beach, Florida 33139 (individually and/or collectively, the "**Parties**") to amend that certain Memorandum of Understanding entered into on May 17, 2018 (as amended by Amendments No. 1 through No. 7, the "**MOU**"), , as follows:

RECITALS

WHEREAS, the Parties have determined that a program to provide healthcare services to students attending underserved public schools is in the best interests of the health and public welfare of CMB, NBV, TBHI, TS and BHV (individually and/or collectively, the "**Participating Municipalities**");

WHEREAS, following the Parties' determination that students at Miami Beach North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad Bay Harbor K-8 Center (individually and/or collectively, the "**Participating Schools**") did not have full-time on-site healthcare services and were, thus, underserved as compared to other public schools in the feeder pattern that falls within the City of Miami Beach, the Parties entered into a Memorandum of Understanding on August 19, 2013 for a Nurse Initiative, and another Memorandum of Understanding on April 23, 2014, to provide healthcare services to the Participating Schools during the 2013/2014 and the 2014/2015 School Years;

WHEREAS, due to the success of the Nurse Initiative during the 2013/2014 and 2014/2015 School Years, the Parties implemented an enhanced nurse initiative ("**Nurse Enhancement Initiative**") for the 2015/2016, 2016/2017, and the 2017/2018 School Years for the Participating Schools because the basic healthcare services previously funded in the Nurse Initiative by the Participating Municipalities, the MBCEF, and the Children's Trust ("**TCT**"), were provided by TCT via the new School Health Programs;

WHEREAS, on May 17, 2018, each of the Participating Municipalities and MBCEF executed the MOU for the continuation of the Nurse Enhancement Initiative for the Participating Schools for the 2018-2019 School Year;

WHEREAS, the Parties executed Amendment No. 1 to the MOU, dated December 24, 2018, adding an additional day of service at Ruth K. Broad Bay Harbor K-8 Center;

WHEREAS, on September 11, 2019, the Mayor and City Commission adopted Resolution No. 2019-30956, approving Amendment No. 2 to the MOU and approving funding of CMB's contribution for each subsequent School Year, on a recurring basis, subject to funding approval during CMB's budgetary process and provided that CMB's contribution amount does not exceed \$15,400.00;

WHEREAS, the Parties have extended the Nurse Enhancement Initiative for the Participating Schools through a series of amendments: (a) Amendment No. 2, dated as of September 19, 2019, for the 2019-2020 School Year, (b) Amendment No. 3, dated as of August 19, 2020, for the 2020-2021 School Year, (c) Amendment No. 4, dated as of July 21, 2021, for the 2021-2022 School Year, (d) Amendment No. 5, dated July 26, 2022, for the 2022-2023 School Year, (e) Amendment No. 6, dated July 28, 2023, for the 2023-2024 School Year, and (f) Amendment No. 7, dated as of July 10, 2024, for the 2024-2025 School Year;

WHEREAS, due to the continued success of the Nurse Enhancement Initiative services, the Parties wish to provide the Nurse Enhancement Initiative for the 2025-2026 School Year;

WHEREAS, a Nurse Enhancement Initiative should be established at the Participating Schools for School Year 2025-2026 as herein provided and pursuant to a separate agreement between MBCEF and TCT; and

WHEREAS, MBCEF shall provide funding to TCT for the 2025-2026 Nurse Enhancement Initiative in the amount of \$8,750.00.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to amend the MOU as follows:

1. **ABOVE RECITALS**. The above recitals are true and correct and are incorporated as part of this Amendment.
2. **MODIFICATIONS**. The MOU is hereby amended (deleted items ~~struck through~~ and inserted items underlined) as follows:

(a) Paragraph 3 of the MOU is hereby amended to read as follows:

On or before ~~October 31, 2024~~ October 31, 2025, the Participating Municipalities shall provide their proportionate share of the funds for the ~~2024-2025~~ 2025-2026 Nurse Enhancement Initiative to MBCEF, subject to budget approval by the Participating Municipalities, which funds MBCEF shall hold in escrow pending the execution of its agreement with TCT, referenced in paragraph 1 of the MOU. The Participating Municipalities' proportionate share of funding for the ~~2024-2025~~ 2025-2026 School Year shall be paid by ~~October 31, 2024~~ October 31, 2025, in the following

amounts for 44 weeks, from October 1, 2024 to June 5, 2025 October 1, 2025 to June 5, 2026 and August 1, 2025 to September 30, 2025 August 1, 2026 to September 30, 2026:

- i) CMB shall provide funding in the amount of \$19,250;
- ii) NBV shall provide funding in the amount of \$8,250;
- iii) TBHI shall provide funding in the amount of \$10,140 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center;
- iv) TS shall provide funding in the amount of \$10,140 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center; and
- v) BHV shall provide funding in the amount of \$10,140 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center.

(b) The following Paragraphs 8-11 are hereby added to the Agreement:

8. MBCEF agrees to comply with Section 787.06, Florida Statutes, as may be amended from time to time, and has executed the Anti-Human Trafficking Affidavit, containing the certification of compliance with anti-human trafficking laws, as required by Section 787.06(13), Florida Statutes, a copy of which is attached hereto as Exhibit "A".

9. MBCEF warrants and represents that it is not currently engaged in, and will not engage in, a boycott, as defined in Section 2-375 of the City Code. In accordance with Section 2-375.1(2)(a) of the City Code, MBCEF hereby certifies that MBCEF is not currently engaged in, and for the duration of the Agreement, will not engage in a boycott of Israel.

10. MBCEF warrants and represents that, within two (2) years prior to the Effective Date, MBCEF has not received compensation for services performed for a candidate for City elected office, as contemplated by the prohibitions and exceptions of Section 2-379 of the City Code.

For the avoidance of doubt, the restrictions on contracting with the City pursuant to Section 2-379 of the City Code shall not apply to the following:

- (a) Any individual or entity that provides goods to a candidate for office.
- (b) Any individual or entity that provides services to a candidate for office if those same services are regularly performed by the individual or entity in the ordinary course of business for clients or customers other than candidates for office. This includes, without limitation, banks, telephone or internet service providers, printing companies, event venues, restaurants, caterers, transportation providers, and office supply vendors.
- (c) Any individual or entity which performs licensed professional services (including for example, legal or accounting services).

11. MBCEF hereby agrees to comply with Section 287.138, Florida Statutes, as may be amended from time to time, which states that as of January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information (PII), unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in Paragraphs 2(a)-(c) of Section 287.138, Florida Statutes: (a) the entity is owned by a government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern (each a "Prohibited Entity"). A foreign country of concern is defined in Section 287.138 (1)(c), Florida Statutes, as may be

amended from time to time, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Additionally, beginning July 1, 2025, a governmental entity may not extend or renew a contract with a Prohibited Entity. MBCEF warrants and represents that it does not fall within the definition of a Prohibited Entity, and as such, has caused an authorized representative of MBCEF to execute the "Prohibition Against Contracting with Entities of Foreign Countries of Concern Affidavit", incorporated herein by reference and attached hereto as Exhibit "B".

- (c) Exhibit "A" attached hereto is hereby attached to the Agreement.
- (d) Exhibit "B" attached hereto is hereby attached to the Agreement.

3. **RATIFICATION**. Except as amended herein, all other terms and conditions of the MOU shall remain in full force and effect. In the event there is a conflict between the provisions of this Amendment and the MOU, the provisions of this Amendment shall govern.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, the Parties hereto have executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

CITY OF MIAMI BEACH, FLORIDA

Rafael E. Granado, City Clerk

By: Eric T. Carpenter, P.E.
City Manager

Date: _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

for [Signature] 08/01/25
City Attorney [Signature] Date

ATTEST:

NORTH BAY VILLAGE, FLORIDA

Name: _____

Title: Village Clerk

Date: _____

By: _____

Name: _____

Title: Village Manager

ATTEST:

**TOWN OF BAY HARBOR ISLANDS,
FLORIDA**

Name: _____

Title: Town Clerk

Date: _____

By: _____

Name: _____

Title: Mayor/Town Manager

ATTEST:

TOWN OF SURFSIDE, FLORIDA

By: _____

Name: _____

Name: _____

Title: Town Clerk

Title: Mayor/Town Manager

Date: _____

ATTEST:

BAL HARBOUR VILLAGE, FLORIDA

By: _____

Name: _____

Name: _____

Title: Town Clerk

Title: Mayor/Village Manager

Date: _____

ATTEST:

**MIAMI BEACH CHAMBER EDUCATION
FOUNDATION, INC., a Florida not-for-profit
corporation**

Name: _____

Title: _____

Date: _____

By: _____
Brittnie Bassant, President & CEO

EXHIBIT "A"

ANTI-HUMAN TRAFFICKING AFFIDAVIT

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of MBCEF hereby attests under penalty of perjury that MBCEF does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

The undersigned is authorized to execute this affidavit on behalf of MBCEF.

MBCEF:

Miami Beach Chamber Education Foundation, Inc., a Florida not-for-profit corporation.

Name/Title: _____ (Address) _____

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__ by _____, as _____, of Miami Beach Chamber Education Foundation, Inc., a Florida not-for-profit corporation, known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____

EXHIBIT "B"

**PROHIBITION AGAINST CONTRACTING WITH FOREIGN COUNTRIES OF CONCERN
AFFIDAVIT**

In accordance with Section 287.138, Florida Statutes, incorporated herein by reference, the undersigned, on behalf of MBCEF, hereby attests under penalty of perjury that MBCEF does not meet any of the following criteria in Paragraphs 2(a)-(c) of Section 287.138, Florida Statutes: (a) MBCEF is owned by a government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in MBCEF; or (c) MBCEF is organized under the laws of or has its principal place of business in a foreign country of concern.

I understand that I am swearing or affirming under oath, under penalties of perjury, to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

The undersigned is authorized to execute this affidavit on behalf of MBCEF.

MBCEF:

Miami Beach Chamber Education Foundation, Inc., a Florida not-for-profit corporation.

Name/Title: _____ (Address) _____

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__ by _____, as _____, of Miami Beach Chamber Education Foundation, Inc., a Florida not-for-profit corporation, known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____

Reminders

For your review before end of day:

- Vice Mayor request: Please confirm who we should contact to compile the list of vendors and event locations.
- Chief: Review the email draft I sent regarding Jose Bueno.
- Follow up with Eddie:
 - He offered to come in on Monday.
 - Would you prefer a phone call instead, or an in-person meeting?
 - Your Monday schedule currently shows availability from 3:00 PM to 5:00 PM.
 - Existing meetings: 10:30–11:30 AM with Cindy A.; 2:00–3:00 PM – Bijou Bay Harbor Certificate of Occupancy with Lindsley Noel, Debbie Popper, Sheldon Goodman, David Popper, and Lorrainia Belle.
 - Call back number: (305) 397-7044.
- Did you return Jeff Hackmeier's call yesterday? Call back number: (305) 332-9296.
- Chief, do you still have your rain boots? Evelyn mentioned yesterday that you may already have some, but I wanted to confirm. If not, I can place an order for you.

AGENDA ITEM REPORT

October 8, 2025

ITEM NUMBER: 6.

ITEM: Consideration and Approval of a resolution of the Town council of the Town of Bay Harbor Islands approving memorandums of understanding with the School Board of Miami-Dade County and with the Town of Surfside and Village of Bal Harbour for School Resource Officers at Ruth K. Broad. Sponsored by Town Manager Lindsley Noel.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

The School Resource Officer position is budgeted for \$92,700.00 - FY 2025/26. Bal Harbour PD, Bay Harbor Islands PD, and Surfside PD will split the financial responsibility evenly, \$30,721.60 for each municipality. The total anticipated cost for Bay Harbor Islands PD will be \$30,721.60.

The total anticipated amount needed at this time from Bay Harbor Islands PD to fund SRO = \$30,721.60.

Regular Salaries & Wages — 001.5210.400012.000

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	Resolution - School Resource Officers MOU 2025-2026
2.	School Resource Officer SRO MOU Bay Harbor Bal Harbour Surfside 2025-2026

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A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING MEMORANDUM OF UNDERSTANDING WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY AND WITH THE TOWN OF SURFSIDE AND VILLAGE OF BAL HARBOUR FOR SCHOOL RESOURCE OFFICERS AT RUTH K. BROAD; PROVIDING FOR INCORPORATION OF RECITALS; AUTHORIZING EXECUTION OF THE AGREEMENTS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands has been partnering with Ruth K. Broad/K-8 Center to ensure the safety and welfare of students and staff on the school campus with the presence of School Resource Officers; and

WHEREAS, it is the goal of the Police Department's School Resource Officer (SRO) program to enhance the safety, security and success of the school district's institutions by maintaining close, consistent, and productive relationships with students, their families, and staff; and

WHEREAS, the Memorandum of Understanding (MOU) with the School Board of Miami-Dade County is to provide guidelines as to the roles and responsibilities of the Law Enforcement Agency and the MDSPD regarding the placement of their own School Resource Officer at Ruth K. Broad; and

WHEREAS, the Memorandum of Understanding (MOU) with the Town of Bay Harbor Islands, Town of Surfside, and Bal Harbour Village is to provide a Town of Bay Harbor Islands' Officer at Ruth K. Broad who will serve to further protect the safety of the children who reside within Surfside, Bal Harbour, and Bay Harbor Islands; and

WHEREAS, the cost for the Town of Bay Harbor Island's appointed Resource Officer will be approximately \$92,164.80 per school year; and

36 **WHEREAS**, Bay Harbor Islands, Surfside, and Bal Harbour will equally share the
37 cost of the Town Appointed Resource Officer with the town assuming its proportionate
38 cost of \$30,721.60; and

39
40 **WHEREAS**, the Town Council finds it is in the best interest and general welfare of
41 the citizens of Bay Harbor Islands to approve the Memorandum of Understanding.

42
43 **NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Bay
44 Harbor Islands, Florida, as follows:

45
46 **Section 1.** The above recitals are true and correct and are incorporated herein by
47 this reference.

48 **Section 2.** The Town Council hereby approves the Memorandum of
49 Understanding with the School Board of Miami-Dade County for the School Resource
50 Officer at Ruth K. Broad/K-8 for the 2025-2026 school year, in substantially the form
51 attached hereto as "Exhibit 1"

52 **Section 3.** The Town Council hereby approves the Memorandum of
53 Understanding with the Town of Bay Harbor Island, Town of Surfside, and Bal Harbour
54 Village for the School Resource Officer at Ruth K. Broad/K-8 for the 2025-2026 school
55 year in substantially the form attached hereto as "Exhibit 1", with its proportionate share
56 of \$30,721.60.

57 **Section 4.** The Town Manager is authorized to execute the Memorandum of
58 Understanding.

59 **Section 5.** This resolution shall take effect immediately upon adoption.

60
61 **PASSED** and **ADOPTED** this 8th day of October 2025.
62
63
64
65

FINAL VOTE ON ADOPTION:

Mayor Isaac Salver	_____
Vice Mayor Stephanie Bruder	_____
Council Member Teri D'Amico	_____
Council Member Molly Diallo	_____
Council Member Joshua D. Fuller	_____
Council Member Eric Rappaport	_____
Council Member Robert H. Yaffe	_____

ISAAC SALVER
MAYOR

ATTEST:

EVELYN HERBELLO, MMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

GREENSPOON MARDER LLP.
TOWN ATTORNEYS
BY: MORRIS G. (SKIP) MILLER.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF SURFSIDE, THE
VILLAGE OF BAL HARBOUR, AND THE TOWN
OF BAY HARBOR ISLANDS**

This Memorandum of Understanding ("MOU") is entered into this _____ day of _____, 2024 by and between The Town of Surfside ("Surfside"), The Village of Bal Harbour ("Bal Harbour") and the Town of Bay Harbor Islands ("Bay Harbor Islands"). Surfside, Bal Harbour, and Bay Harbor Islands are collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, Surfside, Bal Harbour, and Bay Harbor Islands are municipalities located within Miami-Dade County that border each other; and

WHEREAS, children who are residents of Surfside, Bal Harbour, and Bay Harbor Islands attend Ruth K. Broad K-8 Center School ("School") which is located in Bay Harbor Islands; and

WHEREAS, Bay Harbor Islands intends to execute a Memorandum of Understanding with the Miami-Dade County School Board ("School Board") in which the School Board will provide their own School Resource Officer ("SRO") at Ruth K. Broad; and

WHEREAS, in addition to the School Board's assigned SRO, the Town of Bay Harbor Islands will provide an additional SRO at Ruth K. Broad that will serve to further protect the safety of the children who reside within Surfside, Bal Harbour, and Bay Harbor Islands; and

WHEREAS, the Parties understand and agree that the cost of the Town of Bay Harbor Island's appointed Resource Officer will be approximately \$92,164.80 per year; and

WHEREAS, the Parties wish to equally share the cost of the Town appointed SRO. The equal share of the cost is \$30,721.60 for each of the parties (municipalities) involved; and

WHEREAS, the Parties find that the adoption of this Memorandum of Understanding is in the best interest of the residents of Surfside, Bal Harbour, and Bay Harbor Islands.

NOW, THEREFORE, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Parties agree to equally share the Excess Cost of the Resource Officer. ¹
3. Within thirty (30) days after the end of the school year, Bay Harbor Islands shall prepare and send Surfside and Bal Harbour an invoice identifying the hours worked by the Town appointed Resource Officer, the total cost of the Town appointed Resource Officer, and each Party's equal

¹ The anticipated Town appointed Resource Officer expense is \$92,164.80 divided by 3 (Bay Harbor / Bal Harbour / Surfside) equals \$30,721.60 each.

share of the Cost ("Invoice"). Surfside and Bal Harbour shall pay their equal share of the Cost within thirty (30) days of their receipt of the Invoice.

4. Bal Harbour and Surfside's obligations under this MOU are solely limited to their financial contribution of approximately \$30,721.60 each. Nothing in this agreement permits, and Bal Harbour and Surfside do not have the ability to exercise, any control over any aspect of the employment, duties, tasks, responsibilities, operations, actions or inactions of any Resource Officer(s) employed by Bay Harbor Islands. Under no circumstance shall this MOU provide the basis for any claim that: a) the Town appointed Resource Officer is an employee or agent of Bal Harbour or Surfside; or b) Bal Harbour or Surfside are a "joint employer" of the Town appointed Resource Officer or are in any way responsible for the actions or inactions of the Town appointed Resource Officer. Bay Harbor Islands shall be solely responsible for the employment of the Town's appointed Resource Officer and payment of salary, wages, and fringe benefits, if any, to the Town appointed Resource Officer. Bay Harbor Islands shall be solely responsible for any employment-based claims made by the Town appointed Resource Officer, including claims for the payment of salary, wages, fringe benefits, and for unlawful termination, and for any claims based on the employee's actions or inactions. Under no circumstance shall this MOU provide the basis for any Party to make a claim against any other Party for indemnification.
5. The Parties agree that this MOU represents the Parties' entire agreement and it cannot be amended or modified without the express consent of the Parties.
6. The Parties have had the opportunity to consult with legal counsel of their choosing.
7. The Parties signify their agreement with this MOU by affixing their signatures below.
8. This MOU shall become effective the date on which it is fully ratified by the Parties ("Effective Date"). The term of this MOU shall run concurrently with the term of Bay Harbor Island's Memorandum of Understanding with the School Board, a copy of which is attached hereto as Exhibit "A."

Town of Bay Harbor Islands, Florida

By: _____
Lindsley Noel, Town Manager

Date: _____

Town of Surfside, Florida

By: _____

Date: _____

Mark Blumstein, Town Manager

Village of Bal Harbour, Florida

By: _____

Date: _____

Jorge Gonzalez, Town Manager

AGENDA ITEM REPORT

October 8, 2025

ITEM NUMBER: 7.

ITEM: Consideration and Approval of a resolution approving property insurance policy for the Shepard Broad Causeway Bridge from Lloyds of London and Starstone Specialty Insurance Company, for a term beginning October 1, 2025, to September 30, 2026, with a total premium not to exceed \$425,658. Enclosed are the draft resolution and proposal.

DESCRIPTION:

BRIDGE PROPERTY INSURANCE - The Town of Bay Harbor Islands is in need of bridge insurance because covenants relating to outstanding debt on the Shepard Broad Causeway require that it be insured. That property insurance policy expires yearly on September 30th. For over 18 years, Brown & Brown has handled its insurance. The market for bridge insurance is extremely limited. (Note: Florida League of Cities / FMIT does not provide coverage for bridges and the State of Florida's Division of Risk Management does not have any programs to provide bridge insurance through "piggy-backing" with local governments.)

RECOMMENDED ACTION:

Staff recommends that the Town Council approve our broker's recommendation for bridge property insurance with our two (2) incumbent carriers, *Lloyds of London* and *StarStone*, for a total premium not to exceed \$425,658 in FY2025/26; inclusive of the terrorism and sabotage policy.

FINANCIAL ANALYSIS:

In FY2025/26, the Town is proposing to increase the coverage limit from \$5 million to \$6 million, with a corresponding 2.8% (or \$11,650) premium increase including last year's supplemental addition of the terrorism and sabotage policy. Last year, our premium totaled \$414,008 covering

GL Line Item Number: 401.5415.400045.000 (Causeway Fund)

Total Amount Budgeted: \$619,336

Encumbered Amount: \$0

Balance Remaining: \$619,336

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Insurance Policy Premium	10/01/2025	Causeway Fund	401.5415.400045.000	Causeway Property Insurance Premium	\$619,336

Submitted By:

Evelyn Herbello, Town Clerk

Kerry-Anne Billings, Human Resources Director

ATTACHMENTS

1.	Staff Memo - 25_26 Bridge Insurance
2.	Resolution -Lloyds of London and Starstone Specialty-Bridge Insurance
3.	BHI Bridge Property Proposal 25-26
4.	BHI Property Premium Comparison 25-26

Covered Party:	Town of Bay Harbor Islands
Effective Date:	10/1/2025
Version Date:	8/20/2025



PREMIUM AND COVERAGE COMPARISON

LINE OF COVERAGE	2024/2025			2025/2026			Changes in Exposures	
	LIMIT	DEDUCTIBLE/SIR	ANNUAL PREMIUM	LIMIT	DEDUCTIBLE/SIR	ANNUAL PREMIUM	2024/2025	2025/2026
Property/Bridge								
	Lloyd's, StarStone			Lloyd's, StarStone			Bridge TIV Difference	
Total Insured Values	\$ 15,280,000		\$ 410,000	\$ 15,280,000		\$ 368,000	Exposure Difference	\$ -
All Other Perils	\$ 5,000,000	\$ 50,000		\$ 5,000,000	\$ 50,000			0.00%
Named Windstorm	\$ 5,000,000	5%/\$250k minimum		\$ 5,000,000	5%/\$250k minimum			
All Other Wind		\$ 100,000			\$ 100,000		Premium Difference	\$ (42,000)
Flood	\$ 5,000,000	\$ 500,000		\$ 5,000,000	\$ 500,000			-11.41%
Earthquake	\$ 5,000,000	\$ 25,000		\$ 5,000,000	\$ 25,000			
Policy Fee			\$ 4,000			\$ 4,000		
EMPA Fee			\$ 8			\$ 8		
		Sub-Total	\$ 414,008		Sub-Total	\$ 372,008		
Terrorism & Sabotage:	Short Term Policy 11/6/2024-10/1/2025			Annual Policy 10/1/2025-10/1/2026				
Evanston								
Coverage Limit	\$ 15,280,000	\$ -	\$ 3,155	\$ 15,280,000	\$ -	\$ 3,400	Premium Difference	\$ 245
		Policy Fee	\$ 250		Policy Fee	\$ 250		
		Sub-Total	\$ 3,405		Sub-Total	\$ 3,650		7.20%
TOTAL PREMIUM	\$ 417,413			\$ 375,658			Difference	-10.00%
								\$ (41,755)

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

PUBLIC SECTOR

Insurance Proposal for Bridge Property

October 1, 2025 – October 1, 2026

TOWN OF BAY HARBOR ISLANDS



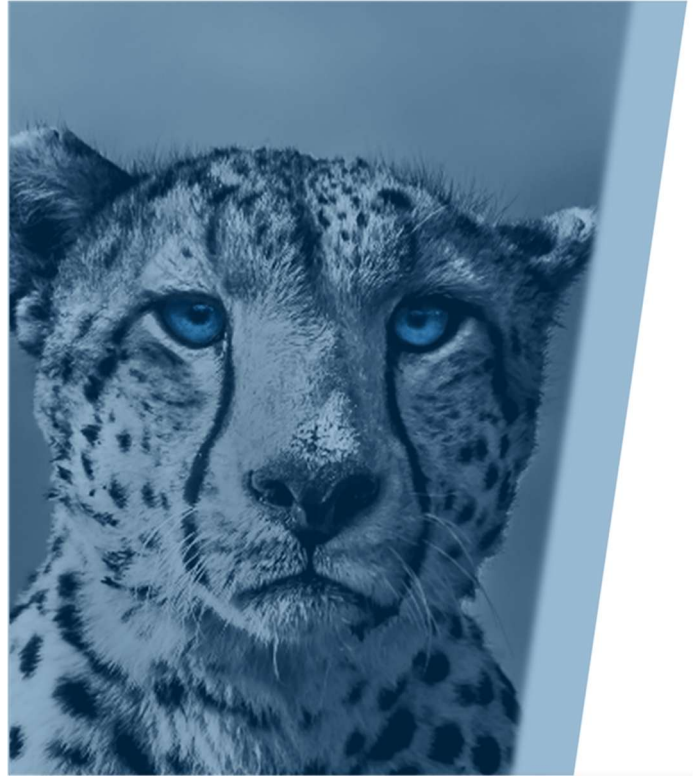
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Our Story

The Brown & Brown, Public Sector team is a highly-specialized unit of insurance advisors 100% trained to deliver industry-leading services to public entities in the State of Florida. Since 1992, we have continuously refined that specialization and enhanced our services, while becoming the largest public entity brokerage in Florida. Our team provides Property & Casualty and Employee Benefits services to governments from Key West to the Panhandle and represents more than 200 clients.

We have built our reputation by empowering our governmental clients to outperform their industry peers, lower their cost of risk, and enhance their insurance programs - all while staying within their annual budgetary constraints. Our team is committed to serve those who serve the public – and provide superior service to our clients, their staff, and their employees.



- Dedicated service team working exclusively for Florida local governments in all capacities surrounding risk and human resources
- Access to highly experienced public entity resources including Claims Team, Panel Counsel, Loss Control, Disaster Planning and Recovery, and Risk Management Specialists.
- Only retail office in Florida 100% committed to Florida's public entities
- Brown & Brown, Public Sector currently represents over 200 of Florida's governmental entities
 - 22 Counties
 - 70 Cities
 - 20 Public Airports
 - 7 Public School Districts
 - State of Florida

An Introduction to Your Service Team

Account Executives

Matt Montgomery Executive Vice President	(386) 239-7245	Matt.Montgomery@bbrown.com
Tiffany Hill, GBDS Vice President / Client Services Leader	(386) 281-6846	Tiffany.Hill@bbrown.com
Paul Dawson, ARM-P Senior Vice President / Public Risk Advisor	(386) 239-4045	Paul.Dawson@bbrown.com
Michelle Martin, CIC Senior Vice President / Public Risk Advisor	(386) 239-4047	Michelle.Martin@bbrown.com
Michelle Perry Vice President / Business Development	(386) 366-6378	Michelle.Perry@bbrown.com
Kyle Stoekel, ARM-P, CIC, CRM Public Risk Advisor	(386) 944-5805	Kyle.Stoekel@bbrown.com
Bill Wilson Public Risk Advisor	(386) 333-6058	Bill.Wilson@bbrown.com
Molly Grande, CPCU, ARM, AIDA Public Risk Advisor	(386) 333-6084	Molly.Grande@bbrown.com
Devyn Donley Account Executive	(386) 239-4070	Devyn.Donley@bbrown.com
Robin Russell, ARM-P, CISR, CSRM Vice President / Account Executive	(386) 239-4044	Robin.Russell@bbrown.com
Victoria "Tori" Reedy Executive Coordinator	(386) 239-4043	Tori.Reedy@bbrown.com

Service Representatives

Emily Bailey Public Risk Specialist	(386) 333-6085	Emily.Bailey@bbrown.com
Melody Blake, ACSR Senior Public Risk Specialist	(386) 239-4050	Melody.Blake@bbrown.com
Taylor Brodeur Public Risk Specialist	(386) 361-5225	Taylor.Brodeur@bbrown.com
Jessica Conway Public Risk & Claims Specialist	(386) 333-6001	Jessica.Conway@bbrown.com
Megan Feinberg Public Risk Specialist Assistant	(386) 281-6836	Megan.Feinberg@bbrown.com
Patricia "Trish" Jenkins, CPSR Senior Public Risk Specialist	(386) 239-4042	Trish.Jenkins@bbrown.com
Mallory Moretti Public Risk & Claims Specialist	(386) 800-1164	Mallory.Moretti@bbrown.com

Certificate Requests: 179.certificates@bbrown.com

Claim Reporting: 179.claims@bbrown.com

Our Service Team philosophy focuses on accountability at all levels of account management. Our goal is not simply to meet your service needs, but to exceed them. All the employees at Brown & Brown are dedicated to achieving this goal and distinguishing ourselves from the competition.

Property (Bridge) Pricing History

Policy Term	TIV	Policy Limit	Premium	Rate	Carrier
14-15	\$4,800,000	\$4,800,000	\$110,000	\$2.29	Westchester
15-16	\$14,000,000	\$5,000,000	\$188,370	\$1.34	Westchester
16-17	\$14,000,000	\$5,000,000	\$172,200	\$1.23	Westchester
17-18	\$14,000,000	\$5,000,000	\$159,600	\$1.14	Westchester
18-19	\$14,000,000	\$14,000,000	\$125,000	\$0.89	AXIS
19-20	\$14,000,000	\$5,000,000	\$110,000	\$0.78	AXIS
20-21	\$14,000,000	\$5,000,000	\$146,039	\$1.04	AXIS
21-22	\$14,000,000	\$5,000,000	\$225,508	\$1.61	AXIS/StarStone
22-23	\$14,000,000	\$5,000,000	\$349,262	\$2.49	AXIS/StarStone/Lloyds
23-24	\$15,280,000	\$5,000,000	\$471,012	\$3.08	StarStone/AXIS/Lloyds
24-25	\$15,280,000	\$5,000,000	\$414,008	\$2.71	Lloyds/StarStone
25-26	\$15,280,000	\$5,000,000	\$372,008	\$2.43	Lloyds/StarStone

Property (Bridge)

Term: October 1, 2025 to October 1, 2026

Company Name:	A.M. Best Rating	Participation
Primary - \$5,000,000		
Lloyds of London	A XV	\$4,000,000 part of \$5,000,000
StarStone Specialty Insurance Company	A- XII	\$1,000,000 part of \$5,000,000

Coverages: Real & Personal Property, Business Interruption, Extra Expense

Perils Insured: All Risk of direct physical loss including Flood & Earthquake but excluding Strike, Riot, Civil Commotion, Malicious Damage, and Mechanical Breakdown.

Total Insurable Values: \$15,280,000

Limit of Liability: \$5,000,000 – Each and every loss but in the annual aggregate for Flood and Earthquake separately

Valuation: Repair or Replacement Cost, Actual Loss Sustained

Deductibles:

All Perils	\$50,000 per Occurrence
EXCEPT:	
Earthquake	\$25,000 per Occurrence
Flood	\$500,000 per Occurrence
Named Storm	5% of the Total Insured Values at time of and location of loss, subject to a minimum of \$250,000 in any one occurrence.
All Other Wind/Hail	\$100,000
Business Income	72 Hours (3 Days) per Occurrence
Property In Transit	\$50,000

- Deductibles are applicable “*each and every loss*” unless otherwise noted above or in the Policy Form.

Indemnity Period: 12 Months

Property (Bridge)

Sublimits:	
Property Damage Coverage, Extension of Coverage	
\$100,000	Accounts Receivable
\$1,000,000 or 25% of the loss, whichever is less	Debris Removal
\$100,000	Electronic Data Processing Equipment Breakdown
\$100,000	Electronic Data Processing Media Breakdown
\$100,000	Expediting Expense
\$25,000	Fine Arts
\$100,000	Fire Department Service Charge
\$25,000 (in the Annual Aggregate)	Limited Coverage for "Fungus," Wet Rot, Dry Rot & Bacteria
\$100,000	Miscellaneous Unnamed Locations
\$500,000	Newly Acquired Property
Included	Ordinance or Law – Coverage A
\$500,000	Ordinance or Law – Coverage B&C Combined
\$25,000 (\$2,500 Max Any One Item)	Outdoor Property
\$25,000 (in the Annual Aggregate)	Pollutant Clean Up and Removal
\$100,000	Preservation of Property
\$100,000	Professional Fees
\$50,000	Property Off Premises
\$50,000	Property in Transit
\$100,000	Service Interruption
\$100,000	Valuable Papers & Records
\$50,000	Sewer/Water Back Up

Time Element Coverage, Extension of Coverage	
\$1,200,000	Business Income
\$100,000	Extra Expense
\$25,000	Leasehold Interest
30 Days	Civil Authority
\$25,000	Contingent Business Income
180 Days	Extended Period of Indemnity
30 Days	Ingress/Egress
60 Days	Newly Acquired Property
\$100,000	Service Interruption

Property (Bridge)

Flood & Earthquake	
\$5,000,000 Annual Aggregate Maximum	As respects all loss, damage, or expenses caused by or resulting from physical damage to all other locations which is caused by or the results from Flood.
\$5,000,000 Annual Aggregate	Earthquake

- All Sublimits are applicable “each and every loss” (unless otherwise stated herein) and are part of, not in addition to, the Limit of Liability shown above.

Terms & Condition (Include but not limited to):

1. (30) Days’ Notice of Cancellation, except (10) days for non-payment of premium.
2. Minimum Earned Premium: 35% at inception of coverage, except as per the Hurricane Season Minimum Earned Premium Endorsement
3. Premium to be paid in full within 30 days of inception.
4. In the event of any storm activity (named or unnamed) the binding of this quote is at the discretion of the insuring carrier and is not considered effective until carrier approval is received.
5. The Carrier is issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.
6. If there are any material changes to the information provided in the application or in connection with underwriting of the policy between the date of the application and the effective date of Insurance, the Insured must immediately notify Insurers of such changes, and Insurers may withdraw or modify any outstanding quotes or agreements to bind the insurance. Further, failure to disclose a material fact may result in the invalidation of a bound policy.
7. Coverage excludes all damage directly or indirectly caused by an Named Storm or Wildfire in existence at the time Insurers receive written request to bind.

Property (Bridge)

Company Conditions (Included but not limited to) continued:

Lloyds of London

- Endorsements included but not limited:
 - Town of Bay Harbor Islands Manuscript Form
 - LMA3100A Sanction Limitation and Exclusion Clause
 - LMA3333 (Re)Insurer's Liability Clause
 - LMA5018 Microorganism Exclusion (Absolute)
 - LMA5019 Asbestos Endorsement
 - LMA5020 Service of Suit Clause (U.S.A.)
 - LMA5062 Fraudulent Claim Clause
 - LMA5130 Application of Sublimits Endorsement
 - LMA5288 Nuclear and Radioactive Contamination Exclusion
 - LMA5390 U.S. Terrorism Risk Insurance Act of 2002, as amended (TRIA) – Not Purchased Clause
 - LMA5393 Communicable Disease Endorsement
 - LMA5401 Property Cyber and Data Exclusion
 - LMA5553 Strike, Riot, Civil Commotion, and Malicious Acts Exclusion
 - LMA5583B Territorial Exclusion: Russia, Ukraine, and Belarus
 - LSW0699 Minimum Earned Premium Clause
 - LWS1635 Transmission and Distribution Lines Exclusion – Above Ground (300m Exclusion)
 - NMA2340 Seepage & Pollution, Land, Air Water Exclusion & Debris Removal Endorsement
 - NMA2419 Lines Clause
 - NMA2918 War & Terrorism Exclusion Endorsement
 - NMA2962 Biological or Chemical Materials Exclusion
 - 72 Hours Clause
 -
- Terms & Condition Included but not limited to:
 - Minimum Earned Premium: 35% at inception of coverage, except as per the Wind Minimum Earned Premium to apply to Tier 1 or 2 locations
 - (30) Days' Notice of Cancellation, except (10) days for non-payment of premium.
 - The Carrier is issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.

Property (Bridge)

Company Conditions (Included but not limited to):

StarStone Specialty Insurance Company

- Policy Form: Manuscript
- Endorsements included but not limited to:
 - CSI-CPN-201-0324 Cover Page
 - Surplus Lines Policyholder Notifications
 - CSI-CPD-104-0725 Manuscript Policy Declarations
 - CSI-CPN-202-0122 Forms and Endorsement Schedule
 - CSI-CPN-203-0425 Policy Holder Notification – Fraud Notice
 - CSI-CPN-204-0122 Policy Holder Notification – OFAC
 - CSI-CPN-205-1123 Notice of Claims Reporting
 - SSICPRI-0822 SSIC Privacy Notice
 - CSI-CPE-003-1123 Asbestos Coverage Endorsement
 - CSI-CPE-004-1123 Mold, Mildew, and Fungi Exclusion Endorsement
 - CSI-CPE-005-1123 Pollution Endorsement (Sublimited)
 - CSI-CPN-006-1123 Minimum Earned and Wind Minimum Earned Premium Endorsement
 - CSI-CPE-007-1123 Equipment Breakdown Exclusion Endorsement
 - CSI-CPE-010-1123 Terrorism Exclusion Endorsement
 - CSI-CPE-033-0125 Nuclear, Biological, Chemical and Radiological Exclusion Endorsement
 - CSI-CPE-034-1123 War and Warlike Action Exclusion Endorsement
 - CSI-CPE-037-1123 Service of Suit
 - CSI-CPE-038-1123 Joint Loss Agreement
 - CSI-CPE-039-1123 TRIA Rejection Endorsement
 - CSI-CPE-048-1123 Several Liability Endorsement
 - CSI-CPE-058-1123 Property Communicable Disease Exclusion
 - CSI-CPE-059-1123 Property Cyber Exclusion Endorsement
- Terms & Condition Included but not limited to:
 - Minimum Earned Premium: 35% at inception of coverage, except as per the Wind Minimum Earned Premium to apply to Tier 1 or 2 locations
 - (90) Days' Notice of Cancellation, except (10) days for non-payment of premium.
 - The Carrier is issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.

Terrorism and Sabotage

Term: October 1, 2025 to October 1, 2026

Company: Evanston Insurance Company
(Non-Admitted, Rated A XV by A.M. Best)

Coverage Limit: \$15,280,000

Deductible: NIL

Location: Broad Street Causeway Bridge

Property Additional Coverage Sublimits and Limitations (Part of overall limit and not in addition to):

Coverage	Limit
Accounts Receivable:	\$1,000,000
Automatic Increase In Value:	10% Maximum Increase
Business Interruption:	\$Per risk up to policy limit
Civil Or Military Authority:	\$1,000,000; Duration: 30 days; Number of Miles: 1
Commissions, Profits, And Royalties:	\$250,000
Contingent Business Interruption	\$0; Country: N/A
Debris Removal:	\$250,000
Decontamination Costs:	\$500,000
Delay In Startup Costs:	\$250,000; Duration: 90 days
Demolition And Increased Cost Of Construction	\$1,000,000
Loss to the Undamaged Portion of the Building:	\$1,000,000
Demolition Cost:	\$1,000,000
Increased Cost of Construction:	
Electronic Data:	\$1,000,000
Errors And Omissions	\$2,500,000
Extended Period Of Indemnity:	\$250,000; Duration: 180 days
Fine Arts:	\$1,000,000
Fire Protective:	\$10,000
Green Building Additional Expense:	\$250,000
Ingress/Egress:	\$1,000,000; Duration: 30 days; Number of Miles: 1
Key And Lock Expense:	\$250,000
Landscaping:	\$250,000
Leasehold Interest:	\$1,000,000

Terrorism and Sabotage

Property Additional Coverage Sublimits and Limitations (Part of overall limit and not in addition to) continued:

Coverage	Limit
Loss Of Attraction:	\$0; Duration: 30 days, Number of Miles: 1
Miscellaneous Unnamed Locations:	\$2,500,000
Newly Acquired Locations:	\$2,500,000; Number of Days to Report: 90
Preservation Of Property:	\$250,000
Professional Fees:	\$250,000
Property In The Course Of Construction:	\$2,000,000
Relocation Expenses:	\$250,000
Rental Income:	\$1,000,000; Duration: 30 days; Number of Miles: 1
Service Interruption:	\$1,000,000; Duration: 30 days; Number of Miles: 1
Service Interruption Waiting Period:	24 Hours
Soft Costs:	\$1,000,000; Duration: 180 days
Transit:	\$250,000
Valuable Papers:	\$250,000

Notes of Importance:

1. Forms/Endorsements to be provided at time of binding.
2. Coverage as per Markel Standalone Sabotage & Terrorism Form.

Terms and Conditions:

1. This quotation will expire in 30 days.
2. Quoted terms are subject to confirmation of no known or reported losses, incident or threats for the type of event covered under this policy within the past 5 years.
3. The Company reserves the right to adjust quotation subject to changes in T&C prior to binding.
4. 100% Minimum Earned Premium to apply. This policy is non-cancellable except in the event of non-payment of premium where the underwriters may cancel the policy at their discretion.
5. This insurance is issued pursuant to the Florida Surplus Lines Laws. Entities insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.

Premium Recapitulation

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
Bridge Property			
Lloyd's of London Premium	\$288,000.00		
StarStone Premium	\$80,000.00		
EMPA	\$8.00		
Policy Fee	\$4,000.00		
Total Premium	\$372,008.00	☐	☐
Bridge Terrorism & Sabotage			
Premium	\$3,400.00		
Policy Fee	\$250.00		
Total Premium	\$3,650.00	☐	☐

I authorize Brown & Brown to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.

(Signature)

(Name & Title)

(Date)

 **SIGN HERE**

Notes of Importance:

1. Quotes provided in the proposal are valid until 10/01/2025. After this date terms and conditions are subject to change by the underwriters.
2. Some of the Carriers are issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.
3. Quote is subject to review and acceptance by *Preferred* Board of Trustees.
4. Premiums are subject to change if all lines of coverage quoted are not bound. **Bridge Property premiums are subject to 35% minimum premium upon binding. Terrorism & Sabotage is 100% full earned premium.**
5. Not all coverages requested may be provided in this quotation.
6. Flood quotes from NFIP may be available. Please advise your agent if you have property located in zones A or V and would like to have separate NFIP quotes.
7. Property values are based on information supplied by you. You should have reviewed your property schedule and as you deem necessary have appraisals done to verify your reported values are accurate based on current market conditions.
8. **The total premium is due within 30 days of inception. Premium financing can be arranged if needed.**
9. Quote is not bound until written orders to bind are received from the insured and the Company subsequently accepts the risk.
10. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.
11. Higher limits of liability may be available. Please consult with your agent.
12. This proposal is based upon exposures to loss made known to the Brown & Brown. Any changes in exposures (i.e. new operations, new acquisitions of property or change in liability exposure) need to be promptly reported to us in order that proper coverage may be put into place.
13. **This proposal is intended to give a brief overview. Please refer to coverage agreements for complete information regarding definition of terms, deductibles, sub-limits, restrictions and exclusions that may apply. In the event of any differences, the policy will prevail.**

Retail Compensation Disclosure

In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at (386) 252-6176 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry/>.

Guide to Bests Ratings		
Best Category	Rating	Description
Secure	A++	Superior
Secure	A+	Superior
Secure	A	Excellent
Secure	A-	Excellent
Secure	B++	Very Good
Secure	B+	Very Good
Vulnerable	B	Fair
Vulnerable	B-	Fair
Vulnerable	C++	Marginal
Vulnerable	C+	Marginal
Vulnerable	C	Weak
Vulnerable	C-	Weak
Vulnerable	D	Poor
Vulnerable	E	Under Regulatory Supervision
Vulnerable	F	In Liquidation
Vulnerable	S	Rating Suspended
Not Rated	NR-1	Insufficient Data
Not Rated	NR-2	Insufficient Size and/or operating experience
Not Rated	NR-3	Rating Procedure Inapplicable
Not Rated	NR-4	Company Request
Not Rated	NR-5	Not Formally Followed
Rating Modifier	u	Under Review
Rating Modifier	q	Qualified
Affiliation Code	g	Group
Affiliation Code	p	Pooled
Affiliation Code	r	Reinsured

Guide to Best's Financial Size Categories		
Reflects size of insurance company based on their capital, surplus and conditional reserve funds in U.S. dollars.	I	Less than \$1,000,000
	II	\$1,000,000 - \$2,000,000
	III	\$2,000,000 - \$5,000,000
	IV	\$5,000,000 - \$10,000,000
	V	\$10,000,000 - \$25,000,000
	VI	\$25,000,000 - \$50,000,000
	VII	\$50,000,000 - \$100,000,000
	VIII	\$100,000,000 - \$250,000,000
	IX	\$250,000,000 - \$500,000,000
	X	\$500,000,000 - \$750,000,000
	XI	\$750,000,000 - \$1,000,000,000
	XII	\$1,000,000,000 - \$1,250,000,000
	XIII	\$1,250,000,000 - \$1,500,000,000
	XIV	\$1,500,000,000 - \$2,000,000,000
	XV	Greater than \$2,000,000,000

Brown & Brown always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.

Statement Acknowledging That Coverage Has Been Placed With A Non-Admitted Carrier

At my direction, Risk Management Associates, Inc. has placed my coverage in the surplus lines market.

As required by Florida Statute 626.916, I have agreed to this placement. I understand that coverage may be available in the admitted market and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer. Additionally, I understand surplus lines insurers' policy rates and forms are not approved by any Florida regulatory agency.

I further understand the policy forms, conditions, premiums and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

Town of Bay Harbor Islands
Named Insured

 **SIGN HERE**

Signature of Insured's Authorized Representative

Date

Lloyd's of London, StarStone Specialty Insurance Company
Name of Excess and Surplus Lines Carrier

Property (Bridge)
Type of Insurance

B1743ONEDF2451148, CSP00168574P-00
Renewal of Policy Number

10/01/2025-10/01/2026
Effective/Expiration Date of Coverage

Florida
State

Statement Acknowledging That Coverage Has Been Placed With A Non-Admitted Carrier

At my direction, Risk Management Associates, Inc. has placed my coverage in the surplus lines market.

As required by Florida Statute 626.916, I have agreed to this placement. I understand that coverage may be available in the admitted market and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer. Additionally, I understand surplus lines insurers' policy rates and forms are not approved by any Florida regulatory agency.

I further understand the policy forms, conditions, premiums and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

Town of Bay Harbor Islands
Named Insured

 **SIGN HERE**

Signature of Insured's Authorized Representative

Date

Evanston Insurance Company
Name of Excess and Surplus Lines Carrier

Terrorism
Type of Insurance

CS7687A24MZA
Renewal of Policy Number

10/01/2025-10/01/2026
Effective/Expiration Date of Coverage

Florida
State



**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

Acceptance or Rejection of Terrorism Insurance Coverage

☐	I hereby elect to purchase terrorism coverage for a premium of \$Per Quote
☒	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified Acts of terrorism.

SIGN HERE

Policyholder/Applicant's Signature

Date

Print Name

Policy Number



COMMERCIAL INSURANCE APPLICATION

APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY)
09/03/2025

AGENCY Risk Management Associates, Inc. P. O. Box 2416 Daytona Beach FL 32115		CARRIER *MARKETING		NAIC CODE	
		COMPANY POLICY OR PROGRAM NAME		PROGRAM CODE	
		POLICY NUMBER BRIDGE			
CONTACT NAME: Melody Blake PHONE (A/C, No, Ext): (386) 252-6176 FAX (A/C, No): (386) 239-4049 E-MAIL ADDRESS: Melody.Blake@bbrown.com CODE: SUBCODE: AGENCY CUSTOMER ID: 00602844		UNDERWRITER		UNDERWRITER OFFICE	
		STATUS OF TRANSACTION		☒ QUOTE ☐ ISSUE POLICY ☐ RENEW BOUND (Give Date and/or Attach Copy): CHANGE DATE TIME ☒ AM CANCEL 10/01/2025 12:01 PM	

Lines of Business

INDICATE LINES OF BUSINESS	PREMIUM			PREMIUM			PREMIUM
☐ BOILER & MACHINERY	\$			☐ CYBER AND PRIVACY	\$		
☐ BUSINESS AUTO	\$			☐ FIDUCIARY LIABILITY	\$		
☐ BUSINESS OWNERS	\$			☐ GARAGE AND DEALERS	\$		
☐ COMMERCIAL GENERAL LIABILITY	\$			☐ LIQUOR LIABILITY	\$		
☐ COMMERCIAL INLAND MARINE	\$			☐ MOTOR CARRIER	\$		
☒ COMMERCIAL PROPERTY	\$			☐ TRUCKERS	\$		
☐ CRIME	\$			☐ UMBRELLA	\$		

Attachments

☐ ACCOUNTS RECEIVABLE / VALUABLE PAPERS	☐ GLASS AND SIGN SECTION	☐ STATEMENT / SCHEDULE OF VALUES
☐ ADDITIONAL INTEREST SCHEDULE	☐ HOTEL / MOTEL SUPPLEMENT	☐ STATE SUPPLEMENT (If applicable)
☐ ADDITIONAL PREMISES INFORMATION SCHEDULE	☐ INSTALLATION / BUILDERS RISK SECTION	☐ VACANT BUILDING SUPPLEMENT
☐ APARTMENT BUILDING SUPPLEMENT	☐ INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT	☐ VEHICLE SCHEDULE
☐ CONDO ASSN BYLAWS (for D&O Coverage only)	☐ INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT	
☐ CONTRACTORS SUPPLEMENT	☐ LOSS SUMMARY	
☐ COVERAGES SCHEDULE	☐ OPEN CARGO SECTION	
☐ DEALERS SECTION	☐ PREMIUM PAYMENT SUPPLEMENT	
☐ DRIVER INFORMATION SCHEDULE	☐ PROFESSIONAL LIABILITY SUPPLEMENT	
☐ ELECTRONIC DATA PROCESSING SECTION	☐ RESTAURANT / TAVERN SUPPLEMENT	

Policy Information

PROPOSED EFF DATE 10/01/2025	PROPOSED EXP DATE 10/01/2026	BILLING PLAN ☐ DIRECT ☒ AGENCY	PAYMENT PLAN Full Pay	METHOD OF PAYMENT	AUDIT	DEPOSIT \$	MINIMUM PREMIUM \$	POLICY PREMIUM \$ 0.00
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Applicant Information

NAME (First Named Insured) AND MAILING ADDRESS (including ZIP+4) Town of Bay Harbor Islands 1030 95 Street Bay Harbor Islands FL 33154		GL CODE	SIC 9111	NAICS 921110	FEIN OR SOC SEC # 596000273
		BUSINESS PHONE #: (305)607-1327			
		WEBSITE ADDRESS			
☐ CORPORATION	☐ JOINT VENTURE	☐ NOT FOR PROFIT ORG	☐ SUBCHAPTER "S" CORPORATION		
☐ INDIVIDUAL	☐ LLC NO. OF MEMBERS AND MANAGERS: _____	☐ PARTNERSHIP	☐ TRUST		
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #:			
		WEBSITE ADDRESS			
☐ CORPORATION	☐ JOINT VENTURE	☐ NOT FOR PROFIT ORG	☐ SUBCHAPTER "S" CORPORATION		
☐ INDIVIDUAL	☐ LLC NO. OF MEMBERS AND MANAGERS: _____	☐ PARTNERSHIP	☐ TRUST		
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #:			
		WEBSITE ADDRESS			
☐ CORPORATION	☐ JOINT VENTURE	☐ NOT FOR PROFIT ORG	☐ SUBCHAPTER "S" CORPORATION		
☐ INDIVIDUAL	☐ LLC NO. OF MEMBERS AND MANAGERS: _____	☐ PARTNERSHIP	☐ TRUST		

CONTACT INFORMATION

AGENCY CUSTOMER ID: 00602844

CONTACT TYPE: Contact		CONTACT TYPE:	
CONTACT NAME: Kerry-Anne Billings		CONTACT NAME:	
PRIMARY PHONE # ☐ HOME ☒ BUS ☐ CELL (305) 607-1327	SECONDARY PHONE # ☐ HOME ☐ BUS ☐ CELL	PRIMARY PHONE # ☐ HOME ☐ BUS ☐ CELL	SECONDARY PHONE # ☐ HOME ☐ BUS ☐ CELL
PRIMARY E-MAIL ADDRESS: kbillings@bayharborislands-fl.gov		PRIMARY E-MAIL ADDRESS:	
SECONDARY E-MAIL ADDRESS:		SECONDARY E-MAIL ADDRESS:	

PREMISES INFORMATION (Attach ACORD 823 for Additional Premises)

LOC # 1	STREET Broad Street Causeway	CITY LIMITS ☐ INSIDE ☐ OUTSIDE	INTEREST ☒ OWNER ☐ TENANT	# FULL TIME EMPL	ANNUAL REVENUES: \$
BLD #	CITY: Bay Harbor Islands STATE: FL COUNTY: Miami-Dade ZIP: 33154			# PART TIME EMPL	OCCUPIED AREA: SQ FT
DESCRIPTION OF OPERATIONS:					OPEN TO PUBLIC AREA: SQ FT
					TOTAL BUILDING AREA: SQ FT
					ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET	CITY LIMITS ☐ INSIDE ☐ OUTSIDE	INTEREST ☐ OWNER ☐ TENANT	# FULL TIME EMPL	ANNUAL REVENUES: \$
BLD #	CITY: STATE: COUNTY: ZIP:			# PART TIME EMPL	OCCUPIED AREA: SQ FT
DESCRIPTION OF OPERATIONS:					OPEN TO PUBLIC AREA: SQ FT
					TOTAL BUILDING AREA: SQ FT
					ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET	CITY LIMITS ☐ INSIDE ☐ OUTSIDE	INTEREST ☐ OWNER ☐ TENANT	# FULL TIME EMPL	ANNUAL REVENUES: \$
BLD #	CITY: STATE: COUNTY: ZIP:			# PART TIME EMPL	OCCUPIED AREA: SQ FT
DESCRIPTION OF OPERATIONS:					OPEN TO PUBLIC AREA: SQ FT
					TOTAL BUILDING AREA: SQ FT
					ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET	CITY LIMITS ☐ INSIDE ☐ OUTSIDE	INTEREST ☐ OWNER ☐ TENANT	# FULL TIME EMPL	ANNUAL REVENUES: \$
BLD #	CITY: STATE: COUNTY: ZIP:			# PART TIME EMPL	OCCUPIED AREA: SQ FT
DESCRIPTION OF OPERATIONS:					OPEN TO PUBLIC AREA: SQ FT
					TOTAL BUILDING AREA: SQ FT
					ANY AREA LEASED TO OTHERS? Y / N

NATURE OF BUSINESS

☐ APARTMENTS	☐ CONTRACTOR	☐ MANUFACTURING	☐ RESTAURANT	☐ SERVICE	DATE BUSINESS STARTED (MM/DD/YYYY)
☐ CONDOMINIUMS	☐ INSTITUTIONAL	☐ OFFICE	☐ RETAIL	☐ WHOLESALE	

DESCRIPTION OF PRIMARY OPERATIONS

Municipality with a toll bridge causeway. Moveable bascule bridge from abutment to abutment. Total insured value \$15,280,000

RETAIL STORES OR SERVICE OPERATIONS % OF TOTAL SALES:	INSTALLATION, SERVICE OR REPAIR WORK %	OFF PREMISES INSTALLATION, SERVICE OR REPAIR WORK %
---	--	---

DESCRIPTION OF OPERATIONS OF OTHER NAMED INSUREDS

ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data) Attach ACORD 45 for more Additional Interests

INTEREST	NAME AND ADDRESS RANK: _____	EVIDENCE: _____	CERTIFICATE _____	POLICY _____	SEND BILL _____	INTEREST IN ITEM NUMBER	
☐ ADDITIONAL INSURED ☐ BREACH OF WARRANTY ☐ CO-OWNER ☐ EMPLOYEE AS LESSOR ☐ LEASEBACK OWNER ☐ LENDER'S LOSS PAYABLE	☐ LIENHOLDER ☐ LOSS PAYEE ☐ MORTGAGEE ☐ OWNER ☐ REGISTRANT ☐ TRUSTEE					LOCATION:	BUILDING:
						VEHICLE:	BOAT:
						AIRPORT:	AIRCRAFT:
						ITEM CLASS:	ITEM:
						ITEM DESCRIPTION	
REASON FOR INTEREST:		REFERENCE / LOAN #:	INTEREST END DATE:				
		LIEN AMOUNT:	PHONE (A/C, No, Ext):		FAX (A/C, No):		
		E-MAIL ADDRESS:					

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES				Y / N
1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY ?				N
PARENT COMPANY NAME	RELATIONSHIP DESCRIPTION	% OWNED		
1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?				N
SUBSIDIARY COMPANY NAME	RELATIONSHIP DESCRIPTION	% OWNED		
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?				Y
☐ SAFETY MANUAL	☐ SAFETY POSITION	☐ MONTHLY MEETINGS	☐ OSHA	☐
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?				N
4. ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers)				N
LINE OF BUSINESS	POLICY NUMBER	LINE OF BUSINESS	POLICY NUMBER	
5. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR OPERATIONS? (Missouri Applicants - Do not answer this question)				N
☐ NON-PAYMENT	☐ AGENT NO LONGER REPRESENTS CARRIER		☐	
☐ NON-RENEWAL	☐ UNDERWRITING	☐ CONDITION CORRECTED (Describe):		
6. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?				N
7. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).				N
8. ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS?				N
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE	
9. HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS?				N
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE	
10. HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS?				N
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE	
11. HAS BUSINESS BEEN PLACED IN A TRUST? NAME OF TRUST:				N
12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES? (If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)				N
13. DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED?				N
14. DOES APPLICANT OWN / LEASE / OPERATE ANY DRONES? (If "YES", describe use)				N
15. DOES APPLICANT HIRE OTHERS TO OPERATE DRONES? (If "YES", describe use)				N

REMARKS / PROCESSING INSTRUCTIONS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**PRIOR CARRIER INFORMATION**

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

PRIOR CARRIER INFORMATION (continued)

AGENCY CUSTOMER ID: 00602844

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

LOSS HISTORY

Check if none (Attach Loss Summary for Additional Loss Information)

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST ____ YEARS

TOTAL LOSSES: \$

DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	SUBROGATION Y / N	CLAIM OPEN Y / N

SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION.

(Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.)

(Applicant's Initials): _____

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print)	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE	DATE	NAT 



AGENCY CUSTOMER ID: 00602844

PROPERTY SECTION

DATE (MM/DD/YYYY)

09/03/2025

AGENCY NAME Risk Management Associates, Inc.		CARRIER *MARKETING		NAIC CODE
POLICY NUMBER BRIDGE		EFFECTIVE DATE 10/01/2025	NAMED INSURED(S) Town of Bay Harbor Islands	

BLANKET SUMMARY

BLKT #	AMOUNT	TYPE	BLKT #	AMOUNT	TYPE

PREMISES INFORMATION

PREMISES #:	STREET ADDRESS:
BUILDING #:	BLDG DESCRIPTION:

SUBJECT OF INSURANCE	AMOUNT	COINS %	VALUATION	CAUSES OF LOSS	INFLATION GUARD %	DED	DED TYPE	BLKT #	FORMS AND CONDITIONS TO APPLY
Policy Limits	\$5,000,000		RC	All Risks		50,000			NS-5%/\$250K minimum; Other Wind-\$100,000
Flood						500,000			
Earthquake						25,000			

ADDITIONAL INFORMATION

BUSINESS INCOME / EXTRA EXPENSE - Attach ACORD 810

VALUE REPORTING INFORMATION - Attach ACORD 811

ADDITIONAL COVERAGES, OPTIONS, RESTRICTIONS, ENDORSEMENTS AND RATING INFORMATION

SPOILAGE COVERAGE (Y / N) ☐	DESCRIPTION OF PROPERTY COVERED	LIMIT \$	REFRIG MAINT AGREEMENT (Y / N) ☐	OPTIONS
		DEDUCTIBLE \$		☐ BREAKDOWN OR CONTAMINATION ☐ POWER OUTAGE ☐ SELLING PRICE

SINKHOLE COVERAGE (Required in Florida)

ACCEPT COVERAGE

REJECT COVERAGE

LIMIT: \$

MINE SUBSIDENCE COVERAGE (Required in IL, IN, KY and WV)

ACCEPT COVERAGE

REJECT COVERAGE

LIMIT: \$

☐ PROPERTY HAS BEEN DESIGNATED AN HISTORICAL LANDMARK

OF OPEN SIDES ON STRUCTURE: _____

CONSTRUCTION TYPE	DISTANCE TO HYDRANT FT	DISTANCE TO FIRE STAT MI	FIRE DISTRICT	CODE NUMBER	PROT CL	# STORIES	# BASMT'S	YR BUILT	TOTAL AREA
-------------------	---------------------------	-----------------------------	---------------	-------------	---------	-----------	-----------	----------	------------

BUILDING IMPROVEMENTS

☐ WIRING, YR:	☐ PLUMBING, YR:	BLDG CODE GRADE	TAX CODE	ROOF TYPE	OTHER OCCUPANCIES
☐ ROOFING, YR:	☐ HEATING, YR:	WIND CLASS	SEMI- RESISTIVE	HEATING SOURCE INCL WOODBURNING STOVE OR FIREPLACE INSERT	DATE INSTALLED: _____
☐ OTHER: YR:	RESISTIVE			MANUFACTURER:	

PRIMARY HEAT

☐ BOILER ☐ SOLID FUEL ☐	☐ BOILER ☐ SOLID FUEL ☐
IF BOILER, IS INSURANCE PLACED ELSEWHERE? ☐ Y / N	IF BOILER, IS INSURANCE PLACED ELSEWHERE? ☐ Y / N

SECONDARY HEAT

RIGHT EXPOSURE & DISTANCE

LEFT EXPOSURE & DISTANCE

FRONT EXPOSURE & DISTANCE

REAR EXPOSURE & DISTANCE

BURGLAR ALARM TYPE

CERTIFICATE #

EXPIRATION DATE

CENTRAL STATION

LOCAL GONG

BURGLAR ALARM INSTALLED AND SERVICED BY

EXTENT

GRADE

GUARDS / WATCHMEN

CLOCK HOURLY

PREMISES FIRE PROTECTION (Sprinklers, Standpipes, CO2 / Chemical Systems)

% SPRNK

FIRE ALARM MANUFACTURER

CENTRAL STATION

LOCAL GONG

ADDITIONAL INTEREST

ACORD 45 attached for additional names

INTEREST	NAME AND ADDRESS	RANK: _____	EVIDENCE: _____	CERTIFICATE	INTEREST IN ITEM NUMBER	
☐ LENDER'S LOSS PAYABLE					LOCATION: _____	BUILDING: _____
☐ LOSS PAYEE					ITEM CLASS: _____	ITEM: _____
☐ MORTGAGEE					ITEM DESCRIPTION	
☐						
REFERENCE / LOAN #: _____						

**ADDITIONAL
PREMISES INFORMATION**

PREMISES #:		STREET ADDRESS:							
BUILDING #:		BLDG DESCRIPTION:							
SUBJECT OF INSURANCE	AMOUNT	COINS %	VALU- ATION	CAUSES OF LOSS	INFLATION GUARD %	DED	DED TYPE	BLKT #	FORMS AND CONDITIONS TO APPLY
ADDITIONAL INFORMATION		BUSINESS INCOME / EXTRA EXPENSE - Attach ACORD 810				VALUE REPORTING INFORMATION - Attach ACORD 811			

ADDITIONAL COVERAGES, OPTIONS, RESTRICTIONS, ENDORSEMENTS AND RATING INFORMATION

SPOILAGE COVERAGE (Y / N) ☐	DESCRIPTION OF PROPERTY COVERED	LIMIT \$	REFRIG MAINT AGREEMENT (Y / N) ☐	OPTIONS ☐ BREAKDOWN OR CONTAMINATION ☐ POWER OUTAGE ☐ SELLING PRICE
		DEDUCTIBLE \$		
SINKHOLE COVERAGE (Required in Florida)		ACCEPT COVERAGE	REJECT COVERAGE	LIMIT: \$
MINE SUBSIDENCE COVERAGE (Required in IL, IN, KY and WV)		ACCEPT COVERAGE	REJECT COVERAGE	LIMIT: \$
☐ PROPERTY HAS BEEN DESIGNATED AN HISTORICAL LANDMARK				# OF OPEN SIDES ON STRUCTURE: _____
CONSTRUCTION TYPE	DISTANCE TO HYDRANT FT	FIRE STAT MI	FIRE DISTRICT	CODE NUMBER
BUILDING IMPROVEMENTS	BLDG CODE GRADE	TAX CODE	ROOF TYPE	OTHER OCCUPANCIES
☐ WIRING, YR: ☐ PLUMBING, YR:				
☐ ROOFING, YR: ☐ HEATING, YR:	WIND CLASS		SEMI- RESISTIVE	☐ HEATING SOURCE INCL WOODBURNING STOVE OR FIREPLACE INSERT
☐ OTHER: YR:	☐ RESISTIVE			DATE INSTALLED: _____
PRIMARY HEAT			SECONDARY HEAT	
☐ BOILER ☐ SOLID FUEL ☐			☐ BOILER ☐ SOLID FUEL ☐	
IF BOILER, IS INSURANCE PLACED ELSEWHERE? ☐ Y / N			IF BOILER, IS INSURANCE PLACED ELSEWHERE? ☐ Y / N	
RIGHT EXPOSURE & DISTANCE	LEFT EXPOSURE & DISTANCE		FRONT EXPOSURE & DISTANCE	REAR EXPOSURE & DISTANCE
BURGLAR ALARM TYPE	CERTIFICATE #			EXPIRATION DATE
BURGLAR ALARM INSTALLED AND SERVICED BY			EXTENT	GRADE
PREMISES FIRE PROTECTION (Sprinklers, Standpipes, CO2 / Chemical Systems)			% SPRNK	FIRE ALARM MANUFACTURER
				CLOCK HOURLY
				CENTRAL STATION
				LOCAL GONG

ADDITIONAL INTEREST**ACORD 45 attached for additional names**

INTEREST	NAME AND ADDRESS	RANK: _____	EVIDENCE: _____	CERTIFICATE _____	INTEREST IN ITEM NUMBER	
☐ LENDER'S LOSS PAYABLE					LOCATION: _____	BUILDING: _____
☐ LOSS PAYEE					ITEM CLASS: _____	ITEM: _____
☐ MORTGAGEE					ITEM DESCRIPTION	
REFERENCE / LOAN #: _____						

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Applicable in AL, AR, DC, LA, MD, NM, RI and WV

Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties* (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print)	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE	DATE	NAME

SIGN HERE

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RENEWING BRIDGE PROPERTY INSURANCE FOR THE SHEPARD BROAD CAUSEWAY FOR FISCAL YEAR 2025-2026, WITH LLOYDS OF LONDON AND STARSTONE SPECIALTY INSURANCE COMPANY; PROVIDING FOR INCORPORATION OF RECITALS; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY AGREEMENT OR RELATED DOCUMENTS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands is required to maintain bridge property insurance coverage in accordance with covenants associated with the outstanding debt on the Shepard Broad Causeway; and

WHEREAS, the bridge property insurance is due to expire on September 30, 2025; and

WHEREAS, staff has received proposals for renewal of the bridge insurance 2025-2026 policy year, through the Town's insurance broker; and

WHEREAS, the Town Council finds that approval of the proposal is in the best interest of the general public.

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 Town Manager is authorized to execute the proposal with Lloyds of London and StarStone Specialty Insurance Company for property insurance for the Shepard Broad Causeway Bridge, for the 2025-2026 Fiscal Year, for a total premium not to exceed \$425,658.

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

PASSED and ADOPTED this 8th day of October 2025.

Isaac Salver
Mayor

ATTEST:

Evelyn Herbello, MMC
Town Clerk

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

Greenspoon Marder LLP
Town Attorneys
By: Morris "Skip" Miller, Esq.



**TOWN OF BAY HARBOR ISLANDS
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager
CC:	Skip Miller, Town Attorney Evelyn Herbello, Town Clerk
FROM:	KerryAnne Billings, HR Director
DATE:	September 23, 2025
SUBJECT:	Property & Casualty Liability, Workers Compensation Insurance for FY 2025/26

RECOMMENDATION

Staff recommends that the Town Council approves the attached renewal quote for FY 2025/26.

BACKGROUND / ANALYSIS

The Florida League of Cities, Inc. (League), administrator of the Florida Municipal Insurance Trust (FMIT), is the state association for cities, towns, and villages in Florida. The League established its first insurance program in 1977 to provide workers' compensation coverage and services to governmental entities. Since then, it has established Trusts for the liability, property, and health lines of coverage. For the past several years, the Town has been using FMIT's services.

EXECUTE

Below is an overview of the premium proposal for FY 2025/26:

	FY25	FY26	Percent Change
General / Professional Liability	\$ 119,253	\$ 136,886	15%
Cyber Liability	3,003.00	3,153.00	5%
Auto Liability	32,455.00	37,349.00	15%
Auto Physical Damage	21,723.00	26,071.00	20%
Property Coverage	481,703.00	437,067.00	-9%
Worker's Compensation	98,935.00	135,440.00	37%
	\$ 757,072	\$ 775,966	2%

The current 2025-2026 premium includes all properties from 2025-2026. However due to properties no longer being available, such as the demolished Town Hall, there will be credits issued in the 2025-2026 coverage year. Workers Compensation increase is based on increased payroll from new positions added to the Town. Auto increases are due to local insurance premiums in Miami as well as the value of vehicles with modern accessories, such as cameras and sensors.

FINANCIAL ANALYSIS

GL Line Number	Various
Total Amount Budgeted	- Property /Liability \$792,316 - Worker's Comp 217,126 - Total \$1,009,442
Encumbered	\$0
Balance Remaining	\$1,009,442

ATTACHMENTS

1. Renewal Quote for FY 2025-2026
2. FMIT WC Breakdown with Depts
3. FMIT Insurance Breakdown with Depts

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RENEWING PROPERTY & CASUALTY LIABILITY AND WORKERS COMPENSATION INSURANCE FOR FISCAL YEAR 2025-2026 WITH FLORIDA MUNICIPAL INSURANCE TRUST (FMIT); PROVIDING FOR INCORPORATION OF RECITALS; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY AGREEMENT OR RELATED DOCUMENTS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands currently holds several lines of insurance coverage with the Florida Municipal Insurance Trust (FMIT); and

WHEREAS, the Town's policies with the FMIT for Property & Casualty Liability and Workers Compensation will expire on September 30, 2025; and

WHEREAS, the FMIT has submitted renewal premiums to the Town; and

WHEREAS, staff recommends that the Town renew its Property & Casualty Liability and Workers Compensation Insurance lines of coverage with the FMIT for a one-year period beginning on October 1, 2025 based on the renewal quote of \$775,966 as submitted by the FMIT; and

WHEREAS, the Town Council of the Town of Bay Harbor Islands, Florida deems it to be in the best interest of the citizens and residents of the Town to renew the Town's Property & Casualty Liability and Workers Compensation Insurance lines of coverage with the FMIT for a one-year period beginning on October 1, 2025 as outlined above.

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 Town Manager is authorized to renew the Town's Property & Casualty Liability and Workers Compensation coverage with the Florida Municipal Insurance Trust (FMIT) for a one-year period beginning on October 1, 2025 at a cost of \$775,966 per the renewal quote (attached as Exhibit 1).

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

PASSED and ADOPTED this 8th day of October 2025.

Isaac Salver
Mayor

ATTEST:

Evelyn Herbello, MMC
Town Clerk

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

Greenspoon Marder LLP
Town Attorneys
By: Morris "Skip" Miller, Esq.



RENEWAL QUOTE FOR 2025-2026

Town of Bay Harbor Islands
FMIT 0033

<u>Coverage</u>	<u>Deductible</u>	<u>Limit</u>	<u>Premium</u>
General/Professional Liability	\$1,000	\$1,000,000	\$134,548
Cyber Liability	\$1,000	\$2,000,000	\$3,153
Automobile Liability	\$1,000	\$2,000,000	\$37,349
Automobile Physical Damage	Per Schedule		\$26,071
Property	\$2,500	\$28,980,500	\$439,405
Named Storm Deductible	5.00%		
Workers' Compensation	\$0	Total Payroll	
Experience Modification	0.79 10/1/25	\$9,535,155	\$135,440
TOTAL NET PREMIUM			\$775,967

*Includes: Drug Free Credit: Yes
Safety Credit: Yes

Please Note: All descriptions of coverage provided herein are intended for illustration and general discussion purposes. Do not rely upon this communication for coverage. Refer to the FMIT Coverage Agreement(s) for applicable coverage terms, conditions, limits and obligations.

The premiums quoted above are priced according to the coverage lines presented. Any change or deletion of coverages may result in re-pricing of remaining coverage lines.

***Please see next page for options if applicable.**



**TOWN OF BAY HARBOR ISLANDS
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager
CC:	Skip Miller, Town Attorney Evelyn Hebello, Town Clerk
FROM:	Kerry-Anne Billings, HR Director
DATE:	September 24, 2025
SUBJECT:	Group Employee Insurance for FY 2025/26

RECOMMENDATION

Staff recommends that the Town Council approves the following insurance coverage as proposed in the Employee Benefits Comparison for FY 2025/25 attached hereto:

- Medical – Cigna Healthcare Proposed 2 plan option (Open Access Plan In-Network and Open Access Pla)
- Dental – MetLife Proposed 2 plan option (DHMO and PPO)
- Vision – MetLife Vision 130
- Life and AD&D – MetLife current plan renewal

BACKGROUND / ANALYSIS

Brown & Brown Insurance has served as the Town's group health insurance broker since October 1, 2021. This year, Rich Ducharme, our Benefits Consultant, provided options to be reviewed for the 2025/26 benefit plan year. Additionally Rich Ducharme further and successfully negotiated additional savings on healthcare at the request of the Town Manager.

Health Market Analysis:

For FY2025/26, Brown & Brown sought quotes from all available markets. Proposals were submitted by United Healthcare, Cigna and Aetna; additionally Florida Blue submitted a renewal quote. The following were proposed:

- **Florida Blue Rene:** Proposed a 25% overall increase of total variance. Taking into consideration the volume of dissatisfaction with Florida Blue from employees, the renewal option was not favorable for consideration.
- **United Healthcare (UHC):** UHC, provided a proposal with a 71% total variance increase. Based on the significant financial impact of the increase cost, the proposal was not eligible for consideration.
- **Aetna:** Aetna provided a proposal of a total variance of increase of 56%
- **Cigna Healthcare*:** Cigna provided a final proposal offer (after additional negotiations) of a 8.9% increase of total variance. Offering 2 *plan nation-wide* options: 'Open Access In-Network' and 'Open Access'-
 - OAPIN – Open Access In-Network, no referrals needed
 - \$2,500 deductible individual, \$7,500 family
 - \$10 copay for primary or specialist doctor
 - \$100 emergency room (in or out of network)
 - ❖ Out-of-network services will only be covered in emergencies*
 - OAP – Open Access, no referral needed
 - \$2,500 deductible individual, \$5000 family
 - \$20 copay for primary, \$40 specialist doctor
 - \$100 emergency room (in or out of network)
 - ❖ Plans include emergency and urgent care coverage*, 24/7

***Cigna confirmed they do not have any upcoming**

The broker recommends selecting Cigna Healthcare.

Dental/Vision Market Analysis:

For FY2025/26, Brown & Brown presented MetLife as the package option proposal for Dental and Vision coverage. Again, taking into consideration the complaints received by users of the plans, particularly with the limited network offered by Florida Blue, Brown & Brown presented MetLife with a much larger network, but still matching costs to the previous plan year; no increase cost to employees in per pay period deductions. Additionally, MetLife packages their Dental insurance with a Vision insurance.

- MetLife Dental: Based on the FY24/25 plan enrollments, the projected 2025/26 annual cost is estimated to be approximately a 52% cost savings. Offers both DHMO and PPO plans options.
- MetLife Vision 130: The Town has historically not had a cost on vision insurance as it is employee paid plan. Vision also historically only has 1 plan option

Life, AD&D, Short-term and Long-term Disability Insurance Market Analysis:

For FY2025/26, due to no complaints, issues or concerns with the FY24/25 carriers, and expanding the coverage with Dental and Vision, continuing with MetLife is optimal. The estimated annual cost for the FY 2025/26 is \$101,731.20 based on previous year enrollments and budgeted wage increases. **The broker recommends renewing with MetLife.**

EXECUTE

Follow the brokers recommendations for medical, dental/vision, and life, AD&D, short-term and long-term disability insurance as noted above.

FINANCIAL ANALYSIS

Group insurance expenses will decrease from FY24/25 proposed \$1,534,588.00 to \$1,258,221.73 for health, life, dental, disability, and vision insurance. Funding is covered by the General, Causeway, Sewer, Water, and Parking Funds. The fiscal impact for FY2025 is significantly less than the budgeted amount.

GL Line Item Number: Various accounts (xxx.xxxx.400023)

Total Amount Budgeted: \$ 1,815,567.00

Encumbered Amount: \$0

Balance Remaining: \$1,815,567.00

ATTACHMENTS

1. Employee Benefits Comparison for FY 2025-2026
2. FY2025-26 Employee Insurance Rates Summary
3. FY 25_26 Group Insurance Budget by Fund

WE MAKE YOUR PEOPLE OUR BUSINESS

RATE SHEET

MEDICAL PAYROLL DEDUCTION BI WEEKLY

Plan	Employee	Employee + Spouse	Employee + Child(ren)	Family
OAPIN	\$0.00	\$166.96	\$130.44	\$286.95
OAP	\$9.38	\$188.36	\$149.21	\$316.99



DENTAL PAYROLL DEDUCTION BI WEEKLY

Plan	Employee	Employee + Spouse	Employee + Child(ren)	Family
DHMO	\$0.00	\$2.87	\$3.59	\$7.52
DPPO	\$19.91	\$42.68	\$47.01	\$72.32

VISION PAYROLL DEDUCTION BI WEEKLY

Plan	Employee	Employee + Spouse	Employee + Child(ren)	Family
Vision	\$3.05	\$5.78	\$6.79	\$9.56



Medical

	CURRENT Florida Blue				RENEWAL Florida Blue				PROPOSED 1 UnitedHealthcare			
	Predictable Cost 55		Predictable Cost 03559		Predictable Cost 55		Predictable Cost 03559		EKXX / Rx NH21		EKPT / Rx 570	
In-Network Benefits Comparison	BlueCare		BlueOptions		BlueCare		BlueOptions		NHP		Choice Plus	
Employee Primary Residence									Care Cash		Care Cash	
Deductible												
Individual Family	None	None	\$500	\$1,500	None	None	\$500	\$1,500	None	None	\$500	\$1,000
Co-Insurance	100%		80% / 20%		100%		80% / 20%		100%		80% / 20%	
Out of Pocket Max												
Individual Family	\$2,500	\$7,500	\$2,500	\$5,000	\$2,500	\$7,500	\$2,500	\$5,000	\$3,000	\$6,000	\$2,500	\$5,000
Physician & Emergency Care												
Preventive Care	\$0		\$0		\$0		\$0		\$0		\$0	
PCP Specialist	\$0 / \$10	\$10	\$0 / \$20	\$20 / \$40	\$0 / \$10	\$10	\$0 / \$20	\$20 / \$40	\$25	\$45	\$15	\$35
Virtual Visits	\$0 / \$10		\$0 / \$40		\$0 / \$10		\$0 / \$40		\$0 Designated Virtual Provider		\$0 Designated Virtual Provider	
Urgent Care	\$10		\$45		\$10		\$45		\$75		\$40	
Emergency Room (In or out of network)	\$100		\$100 + 20% Aft Ded Phys Fees		\$100		\$100 + 20% Aft Ded Phys Fees		\$350		\$350	
Hospitalization & Outpatient Care												
Inpatient	\$250		\$600		\$250		\$600		\$500/day to \$2,500		\$1,000	
Outpatient Hospital	\$150		\$200		\$150		\$200		\$250		\$350	
Physician Fees	\$0		20% Aft Ded		\$0		20% Aft Ded		\$0		20% Aft Ded	
Outpatient Freestanding Facility	\$100		\$100		\$100		\$100		\$250		\$350	
Physician Fees	\$10		20% Aft Ded		\$10		20% Aft Ded		\$0		20% Aft Ded	
Mental Health Care												
Inpatient	\$0		\$0		\$0		\$0		\$500/day to \$2,500		\$1,000	
Outpatient	\$0		\$0		\$0		\$0		\$45 / \$0		\$35 / \$0	
Independent Facility Care									Designated Network / Network		Designated Network / Network	
Lab	\$0 / \$10		\$0		\$0 / \$10		\$0		\$0		\$0 / 50%	
X-rays	\$10		\$50		\$10		\$50		\$0		\$0	
Complex Diagnostic Imaging	\$50		\$150		\$50		\$150		\$50 / 40%		\$150 Aft Ded / \$750 Aft Ded	
Prescription Drugs												
Pharmacy Network									Advantage National		Advantage National	
Deductible												
Tier 1/ Tier 2/ Tier 3/ Tier 4	\$10/\$50/\$80		\$10/\$50/\$80		\$10/\$50/\$80		\$10/\$50/\$80		\$10/\$35/\$70		\$10/\$35/\$70	
Specialty - Tier 1/ Tier 2/ Tier 3/ Tier 4	20% at retail		20% at retail		20% at retail		20% at retail					
Mail Order - 90 day supply	\$25/\$125/\$200		\$25/\$125/\$200		\$25/\$125/\$200		\$25/\$125/\$200		\$25/\$87.50/\$175		\$25/\$87.50/\$175	
Out-of-Network Benefits Comparison												
Deductible Individual Family	N/A	N/A	\$750	\$2,250	N/A	N/A	\$750	\$2,250	N/A	N/A	\$1,000	\$3,000
Co-Insurance	N/A		60% / 40%		N/A		60% / 40%		N/A		50% / 50%	
Out of Pocket Max Individual Family	N/A	N/A	\$5,000	\$10,000	N/A	N/A	\$5,000	\$10,000	N/A	N/A	\$5,000	\$10,000
Most Other Services	N/A		40% Aft Ded		N/A		40% Aft Ded		N/A		50% Aft Ded	
Lifetime Maximum	N/A		Unlimited		N/A		Unlimited		N/A		Unlimited	
Cost Comparison												
Monthly Premium	Cost	Current Enrollment	Cost	Current Enrollment		Current Enrollment		Current Enrollment		Current Enrollment		Current Enrollment
Employee	\$745.33	34	\$764.10	13	\$893.10	34	\$1,025.63	13	\$1,180.16	34	\$1,458.93	13
Employee + Spouse	\$1,699.35	5	\$1,742.15	4	\$2,036.28	5	\$2,338.44	4	\$2,690.76	5	\$3,326.36	4
Employee + Child(ren)	\$1,490.66	6	\$1,528.20	5	\$1,786.21	6	\$2,051.26	5	\$2,360.32	6	\$2,917.86	5
Employee + Family	\$2,385.05	8	\$2,445.12	7	\$2,857.93	8	\$3,282.02	7	\$3,776.51	8	\$4,668.58	7
Enrollment Totals		53		29		53		29		53		29
Monthly Premium	\$61,862		\$41,659		\$74,128		\$55,917		\$97,953		\$79,541	
Total Monthly Premium	\$103,521				\$130,045				\$177,494			
\$ Variance					\$26,524				\$73,973			
Annual Premium	\$742,348		\$499,905		\$889,530		\$671,009		\$1,175,439		\$954,491	
Total Annual Premium	\$1,242,253				\$1,560,539				\$2,129,930			
\$ Variance					\$318,286				\$887,677			
% Variance by Plan					19.8%		34.2%		58.3%		90.9%	
% Total Variance					25.6%				71.5%			

Medical

	PROPOSED 2 UnitedHealthcare				PROPOSED 3 UnitedHealthcare				PROPOSED 4 Cigna			
	EKXE / Rx NFKS		EKMP / Rx 572S		EKXA / Rx NFKS		EKMP / Rx 572S		OAPIN		OAP	
In-Network Benefits Comparison	NHP		Choice Plus		NHP		Choice Plus		Level Funded (37797778)		Level Funded (37797770)	
Employee Primary Residence	Care Cash		Care Cash		Care Cash		Care Cash					
Deductible												
Individual Family	\$5,000	\$10,000	\$500	\$1,000	\$500	\$1,000	\$500	\$1,000	None	None	\$500	\$1,500
Co-Insurance	70% / 30%		80% / 20%		80% / 20%		80% / 20%		100%		80% / 20%	
Out of Pocket Max												
Individual Family	\$6,500	\$13,000	\$6,250	\$12,500	\$3,500	\$7,000	\$6,250	\$12,500	\$2,500	\$7,500	\$2,500	\$5,000
Physician & Emergency Care												
Preventive Care	\$0		\$0		\$0		\$0		\$0		\$0	
PCP Specialist	\$30	\$55	\$35	\$70	\$25	\$45	\$35	\$70	\$10	\$10	\$20	\$40
Virtual Visits	\$0 Designated Virtual Provider		\$0 Designated Virtual Provider		\$0 Designated Virtual Provider		\$0 Designated Virtual Provider		\$0		\$0 Designated Virtual Provider	
Urgent Care	\$75		\$100		\$75		\$100		\$10		\$45	
Emergency Room (In or out of network)	\$350		\$500 + 20%		20% Aft Ded		\$500 + 20%		\$100		\$100	
Hospitalization & Outpatient Care												
Inpatient	30% Aft Ded		20% Aft Ded		20% Aft Ded		20% Aft Ded		\$250		\$600	
Outpatient Hospital	30% Aft Ded		20% Aft Ded		20% Aft Ded		20% Aft Ded		\$100		20% Aft Ded	
Physician Fees	30% Aft Ded		20% Aft Ded		20% Aft Ded		20% Aft Ded		\$0		20% Aft Ded	
Outpatient Freestanding Facility	30% Aft Ded		20% Aft Ded		20% Aft Ded		20% Aft Ded		\$100		\$100	
Physician Fees	30% Aft Ded		20% Aft Ded		20% Aft Ded		20% Aft Ded		\$0		20% Aft Ded	
Mental Health Care												
Inpatient	30% Aft Ded		20% Aft Ded		20% Aft Ded		20% Aft Ded		\$250		\$600	
Outpatient	\$55 / 30% Aft Ded		\$35 / 20% Aft Ded		\$45 / 20% Aft Ded		\$35 / 20% Aft Ded		\$10		\$40	
Independent Facility Care	Designated Network / Network		Designated Network / Network		Designated Network / Network		Designated Network / Network					
Lab	30% Aft Ded		\$0 / 50% Aft Ded		20%		\$0 / 50% Aft Ded		\$0		\$0	
X-rays	30% Aft Ded		\$0		20%		\$0		\$0		\$0	
Complex Diagnostic Imaging	30% Aft Ded / 50% Aft Ded		20% Aft Ded / 50% Aft Ded		20% Aft Ded / 50% Aft Ded		20% Aft Ded / 50% Aft Ded		\$75		\$150	
Prescription Drugs												
Pharmacy Network	Advantage SMCS National		Advantage SMCS National		Advantage SMCS National		Advantage SMCS National		Cigna 90 Now Walgreens		Cigna 90 Now Walgreens	
Deductible									Advantage		Advantage	
Tier 1/ Tier 2/ Tier 3/ Tier 4	\$10/\$45/\$90/25%		\$10/\$45/\$90/25%		\$10/\$45/\$90/25%		\$10/\$45/\$90/25%		\$10/\$50/\$80		\$10/\$50/\$80	
Specialty - Tier 1/ Tier 2/ Tier 3/ Tier 4	\$10/\$150/\$500/35%		\$10/35%/35%/35%		\$10/\$150/\$500/35%		\$10/35%/35%/35%		20%		20%	
Mail Order - 90 day supply	\$25/\$112.50/\$225/25%		\$25/\$112.50/\$225/25%		\$25/\$112.50/\$225/25%		\$25/\$112.50/\$225/25%		\$25/\$125/\$200		\$25/\$125/\$200	
Out-of-Network Benefits Comparison												
Deductible Individual Family	N/A	N/A	\$1,500	\$3,000	N/A	N/A	\$1,500	\$3,000	N/A	N/A	\$750	\$2,250
Co-Insurance	N/A		50% / 50%		N/A		50% / 50%		N/A		60% / 40%	
Out of Pocket Max Individual Family	N/A	N/A	\$8,000	\$16,000	N/A	N/A	\$8,000	\$16,000	N/A	N/A	\$5,000	\$10,000
Most Other Services	N/A		50% Aft Ded		N/A		50% Aft Ded		N/A		40% Aft Ded	
Lifetime Maximum	N/A		Unlimited		N/A		Unlimited		N/A		Unlimited	
Cost Comparison												
Monthly Premium		Current Enrollment		Current Enrollment		Current Enrollment		Current Enrollment		Current Enrollment		Current Enrollment
Employee	\$875.03	34	\$1,251.05	13	\$1,045.57	34	\$1,251.05	13	\$819.05	34	\$839.78	13
Employee + Spouse	\$1,995.07	5	\$2,852.39	4	\$2,383.90	5	\$2,852.39	4	\$1,867.43	5	\$1,914.71	4
Employee + Child(ren)	\$1,750.06	6	\$2,502.10	5	\$2,091.14	6	\$2,502.10	5	\$1,638.09	6	\$1,679.56	5
Employee + Family	\$2,800.10	8	\$4,003.36	7	\$3,345.82	8	\$4,003.36	7	\$2,620.95	8	\$2,687.32	7
Enrollment Totals		53		29		53		29		53		29
Monthly Premium	\$72,628		\$68,207		\$86,782		\$68,207		\$67,981		\$45,785	
Total Monthly Premium	\$140,835				\$154,990				\$113,766			
\$ Variance	\$37,314				\$51,468				\$10,245			
Annual Premium	\$871,530		\$818,487		\$1,041,387		\$818,487		\$815,772		\$549,420	
Total Annual Premium	\$1,690,017				\$1,859,874				\$1,365,192			
\$ Variance	\$447,764				\$617,621				\$122,939			
% Variance by Plan	17.4%		63.7%		40.3%		63.7%		9.9%		9.9%	
% Total Variance	36.0%				49.7%				9.9%			

Medical

	ALTERNATE 5				ALTERNATE 1			
	Aetna		Carrier Name		Plan Name		Plan Name	
	FL OA EPO 100% \$25 \$500A CY V25	FL OAMC 500 80/50 CY V25						
In-Network Benefits Comparison	14056676	14056635			Specify Plan Network	Specify Plan Network		
Employee Primary Residence								
Deductible								
Individual Family	None	None	\$500	\$1,000	\$xxx	\$xxx	\$xxx	\$xxx
Co-Insurance	100%	80% / 20%						
Out of Pocket Max								
Individual Family	\$6,500	\$13,000	\$4,500	\$9,000	\$xxx	\$xxx	\$xxx	\$xxx
Physician & Emergency Care								
Preventive Care	\$0	\$0						
PCP Specialist	\$25	\$100	\$25	\$75	\$xxx	\$xxx	\$xxx	\$xxx
Virtual Visits	\$0 Designated Virtual Provider	\$0 Designated Virtual Provider						
Urgent Care	\$75	\$75						
Emergency Room (In or out of network)	\$500	\$300 + 20% Aft Ded						
Hospitalization & Outpatient Care								
Inpatient	\$500	20% Aft Ded						
Outpatient Hospital	\$500	20% Aft Ded						
Physician Fees	\$0	20% Aft Ded						
Outpatient Freestanding Facility	\$500	20% Aft Ded						
Physician Fees	\$0	20% Aft Ded						
Mental Health Care								
Inpatient	\$500	20% Aft Ded						
Outpatient	\$0	\$0 / 20% Aft Ded						
Independent Facility Care								
Lab	\$25	20% Aft Ded						
X-rays	\$75	20% Aft Ded						
Complex Diagnostic Imaging	\$500	20% Aft Ded						
Prescription Drugs								
Pharmacy Network								
Deductible								
Tier 1/ Tier 2/ Tier 3/ Tier 4	\$10/\$45/\$75	\$10/\$45/\$75						
Specialty - Tier 1/ Tier 2/ Tier 3/ Tier 4	20% to \$250/40% to \$500 retail	20% to \$250/40% to \$500 retail						
Mail Order - 90 day supply	\$20/\$90/\$150	\$20/\$90/\$150						
Out-of-Network Benefits Comparison								
Deductible Individual Family	N/A	N/A	\$2,000	\$6,000	\$xxx	\$xxx	\$xxx	\$xxx
Co-Insurance	N/A	50% / 50%						
Out of Pocket Max Individual Family	N/A	N/A	\$12,000	\$36,000	\$xxx	\$xxx	\$xxx	\$xxx
Most Other Services	N/A	50% Aft Ded						
Lifetime Maximum	N/A	Unlimited			Unlimited	Unlimited		
Cost Comparison								
Monthly Premium		Current Enrollment		Current Enrollment		Current Enrollment		Current Enrollment
Employee	\$1,226.96	34	\$1,095.87	13	\$2.00	34	\$2.00	13
Employee + Spouse	\$2,661.25	5	\$2,376.95	4	\$4.00	5	\$4.00	4
Employee + Child(ren)	\$2,530.95	6	\$2,260.59	5	\$6.00	6	\$6.00	5
Employee + Family	\$3,965.25	8	\$3,541.66	7	\$8.00	8	\$8.00	7
Enrollment Totals		53		29		53		29
Monthly Premium	\$101,931		\$59,849		\$188		\$128	
Total Monthly Premium		\$161,779				\$316		
\$ Variance		\$58,258				-\$103,205		
Annual Premium	\$1,223,167		\$718,184		\$2,256		\$1,536	
Total Annual Premium		\$1,941,351				\$3,792		
\$ Variance		\$699,098				-\$1,238,461		
% Variance by Plan	64.8%		43.7%		-99.7%		-99.7%	
% Total Variance		56.3%				-99.7%		

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WHEREAS, the Town of Bay Harbor Islands retains an insurance consultant/broker to annually evaluate and negotiate health and wellness policies and premiums for town employees; and

WHEREAS, the Town's health, dental, life and disability insurance plans are due for renewal and quotes have been obtained and negotiated with providers by the insurance broker; and

WHEREAS, the Town of Bay Harbor Islands wishes to provide said benefits to its employees through CIGNA for medical insurance and MetLife for vision, dental, life, disability, and Accidental Death & Dismemberment insurance; and

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

Section 1: The foregoing recitals are true and correct and incorporated by reference.

Section 2. The Town Council hereby approve the proposals by CIGNA to provide medical insurance and MetLife to provide dental, vision, life, disability and Accidental Death & Dismemberment insurance coverage to town employees for

Fiscal year 2025-2026.

Section 3. The Town Manager is authorized to execute any agreements or related documents on behalf of the Town of Bay Harbor Islands to effectuate specific provider plans.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Town of Bay Harbor Islands this 8th day of October 2025.

Motion By: _____

Second By: _____

FINAL VOTE:

Mayor Isaac Salver _____

Vice Mayor Stephanie Bruder _____

Council Member Joshua D. Fuller _____

Council Member Molly Diallo _____

Council Member Teri D'Amico _____

Council Member Eric Rappaport _____

Council Member Robert H. Yaffe _____

ISAAC SALVER
MAYOR

ATTEST:

EVELYN HERBELLO, MMC
TOWN CLERK

77 APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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82 GREENSPOON MARDER LLP. TOWN ATTORNEYS

83 BY: MORRIS G. (SKIP) MILLER.

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TOWN OF BAY HARBOR ISLANDS MEMORANDUM

TO:	Mayor and Town Council Members	
THRU:	Lindsley Noel M.Acc.	Town Manager
FROM:	Randy Stokes	Public Works Director
CC:	Skip Miller, Esq. Evelyn Herbello Gerald Bryan, Fausto Vargas-Reyes	Town Attorney Town Clerk Finance Director Procurement Officer
DATE:	September 24, 2025	
SUBJECT:	Request for Approval to Piggyback on the City of Plantation Contract for Micro Transit Program.	

RECOMMENDATION

Staff requests council approval to piggyback the City of Plantation contract with BeeFree, LLC d/b/a FreeBee for Micro Transit Program for the Town.

BACKGROUND

The Town seeks to enhance local mobility options by offering an on-demand micro-transit service that allows riders to request trips between any two locations within the service area boundary. The service is intended to connect residents, workers, and visitors to key destinations and transit hubs, thereby taking cars off the road and improving access and circulation.

To expedite implementation and leverage pre-negotiated, competitive pricing achieved through a formal, competitive solicitation, staff recommends piggybacking the City of Plantation contract. The City of Plantation competitively solicited and awarded the underlying agreement. The Town's Procurement Code authorizes cooperative purchasing ("piggybacking") when determined to be in the Town's best interest.

EXECUTE

Approve use of the City of Plantation's competitively awarded contract for the Electric Micro Transit Program, finding that cooperative use ("piggybacking") is in the Town's best interest.

Authorize the Town Manager to execute a piggyback agreement, purchase order(s), and any related documents with the awarded Contractor, in a total amount not to exceed \$ 1,322,870.40 for the initial term, with the initial contract term commencing on the date specified in the Town's Notice to Proceed and expiring on May 1, 2030. The Town may extend the agreement for up to two (2) additional three (3)-year terms, provided all terms, conditions, and specifications remain the same, both parties agree in writing, and such extensions are approved by the Town. Following the final three-year extension, the agreement may be extended for additional one (1)-year period if the Town is satisfied with the Contractor's services and the parties agree in writing to the extension terms (including prices/rates and fees). All extensions and expenditures are subject to legal review, availability of budgeted funds, and annual appropriation by the Town Council.

FINANCIAL ANALYSIS

GL Line-Item Number: 001.5440.400034.000
Total Budget: \$272,676 FY2026
Balance Remaining: NA

ATTACHMENTS

Agreement with BeeFree, LLC d/b/a FreeBee
The City of Plantation Agreement
The City of Plantation Solicitation

CITY OF PLANTATION



AGREEMENT

Between

THE CITY OF PLANTATION

AND

BEEFREE, LLC D/B/A FREEBEE

For

MICRO TRANSIT PROGRAM – TERM CONTRACT

AGREEMENT NO. 102-24

AGREEMENT

**Agreement
By and Between
City of Plantation
&
Beefree, LLC d/b/a Freebee
for
Micro Transit Program- Term Contract
Agreement No. 102-24**

1. PARTIES AND DATE.

This Agreement (“Agreement”) is made and entered into this 2 day of May, 2025 by and between the CITY OF PLANTATION, a Florida Municipal Corporation with its principal place of business at 400 NW 73 AVENUE PLANTATION, FL 33317, (“City”) and BEEFREE, LLC D/B/A FREEBEE, a Florida Limited Liability Company with its principal place of business at 371 NE 61st STREET, MIAMI, FL 33137 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

The Contractor shall provide Micro Transit Services to the City as set forth in the terms and conditions in this Agreement. The Contractor represents that it is experienced in providing Micro Transit Services as further defined herein, is licensed and authorized to do business in the State of Florida, and is familiar with the requirements of the City.

2.2 Services

The Contractor’s responsibility under this Agreement is for Micro Transit Services as set forth on the Agreement and as further detailed in **Exhibit “A”**-Scope of Services. The Contractor represents and warrants that it is able to satisfactorily provide the service according to the Scope of Services, which are incorporated herein by reference as **Exhibit “A”**.

The following Exhibits referenced herein are hereby incorporated into this Agreement- **Exhibit “A”** Scope of Services (written by the City) and Approach (provided by Contractor), **Exhibit “B”** Rates/Costs/Pricing, **Exhibit “C”** documentation required by the City submitted by the Contractor during the solicitation period prior to Notice of Award, **Exhibit “D”** Insurance Requirements, **Exhibit “E”** Acknowledge Addendum.

2.3 Procurement

The City of Plantation sought sealed proposals pursuant to Sec. 2-220(b) and 2-226(c) of the City’s Code of Ordinance.

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3. TERMS.

3.1 Term.

A. The initial agreement period shall be for five (5) years, commencing May 2, 2025 and expiring on May 1, 2030. In addition, the City reserves the right to extend this Agreement for two (2) additional (3) year periods, provided the Contractor also agrees in writing to extension upon such terms (to include prices/rates and fees) as the City and Contractor agree. Prices shall remain firm and fixed for the initial term of the Agreement. Lastly, if the City is satisfied with services provided by Contractor, this Agreement may be extended for additional one (1) year periods following the final three (3) extension, provided the Contractor also agrees in writing to extension upon such terms (to include prices/rates and fees) as the City and Contractor agree.

4. RESPONSIBILITIES OF CONTRACTOR.

A. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term. Any additional personnel performing the Services on behalf of Contractor shall also not be employees of City and shall at all times be under the Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services and as required by law. Contractor shall be responsible for all applicable reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Control and Payment of Subcontractors. All work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of this Agreement for the benefit of the City. The Contractor shall be responsible for the payments to any such Subcontractors, including any professional fees, or Suppliers and additional costs within 14 calendar days of City's payment to Contractor. The City shall not be responsible for any payments to Subcontractors or Suppliers. The City shall not be billed directly or indirectly for any professional fees or additional costs of the Subcontractors for the Project.

C. Schedule of Services. Contractor shall perform the Services expeditiously, within the Term, and in accordance with the Scope of Services set forth in **Exhibit "A"**. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate the Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Scope of Services.

D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City, which shall not unreasonable be withheld.

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E. Contractor's Representative. Subject to Contractor's right to delegate an alternative representative upon reasonable prior notice to City, the Contractor's representative during the performance of this Agreement shall be:

- Jason Spiegel, Managing Director
 - o Phone Number: (305)330-9450
 - Email: Jason@ridefreebee.com

F. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the City, except to the extent Contractor determines that compliance with such a request of the City would violate any applicable laws.

G. Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors, and other staff at all reasonable times.

H. Standard of Care; Performance of Employees. Contractor shall perform all Services in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Florida. Contractor represents and warrants that it is skilled in the professional calling necessary to perform the Services. Contractor represents and warrants that all employees and Subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents and warrants that it, its employees, and Subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the Term. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its Subcontractor who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project. Notwithstanding the foregoing, if Contractor determines in good faith that any determination by the City which would require the removal of an employee from the Project is based on unlawful grounds or would result in the violation of any labor and employment laws or regulations, Contractor shall advise the City of its belief and the grounds therefore and shall only be obligated to comply with the foregoing provision to the extent that Contractor, in its sole discretion, determines is permitted by applicable laws.

I. Excusable Delays. Neither Party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the Party or Parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a Party. Notwithstanding the foregoing, the City shall have no obligation to compensate Contractor for any

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Service that Contractor fails to perform, or otherwise has not performed, nor shall Contractor have the obligation to continue performing the Services if the City's excusable delay in meeting its payment obligations continues for more than sixty (60) days. Additionally, either Party may terminate this Agreement with immediate effect upon written notice to the other Party where an excusable delay lasts longer than ninety (90) days. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligation of this Agreement.

J. Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Contractor warrants that it shall perform the Services in compliance with all applicable Federal and Florida employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement, except to the extent attributable to the negligence or intentional misconduct of the City and/or City's employees. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations, except to the extent attributable to the negligence or intentional misconduct of the City and/or City's employees.

K. Equal Opportunity Employment. Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any Subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

L. Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Upon reasonable prior notice, Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement, except to the extent such records constitute Contractor's proprietary information and/or trade secrets. Contractor shall allow inspection of all work, data, documents, proceedings, and activities exclusively created pursuant to this Agreement for a period of 3 years from the date of final payment under this Agreement, except to the extent such records constitute Contractor's proprietary information and/or trade secrets.

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5. INSURANCE.

A. Time for Compliance. Contractor shall not commence Services until it has provided evidence satisfactory to the City that it has secured all insurance pursuant to **Exhibit “D”**. In addition, Contractor shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the Subcontractor has secured all insurance pursuant to **Exhibit “D”**.

6. PAYMENTS.

A. The Contractor will bill/invoice the City by the 10th day of each month for services rendered to the minute during the prior month at the hourly rates listed in **Exhibit “B”**. If Contractor does not provide all of the scheduled hours for a day, partial hours will be prorated at the hourly rates listed in **Exhibit “B”**. The City hereby agrees to pay Contractor for the faithful performance of this Agreement, for services rendered in accordance with **Exhibit “A”**.

The Contractor shall submit invoices to:

City of Plantation
Attn: Administration
400 NW 73rd Avenue
Plantation, FL 33317

Invoice must minimally include the following information:

- Each day of service shall identify the date of service;
- Start time to the minute for each vehicle;
- End time to the minute for each vehicle;
- Rate for each vehicle;
- The total number of hours per type of vehicle for that day.
- The invoice must identify whether the vehicle was working “Scheduled” hours or “Flexible” hours.
- The invoice and backup must also include the total number of hours for each type of vehicle for the month
- The resulting monthly billing for that type of vehicle, and
- The total amount of billing for all types of vehicles by vehicle style and by “Scheduled” and “Flexible” per **Exhibit “B”**.

B. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

C. Extra Work. If the City requires extra work, services or materials not delineated in this Agreement but within the general Scope of Work/Service, the Contractor shall submit a detailed written proposal to the authorized City representative. If the proposal is approved, the Contractor shall receive authorization to proceed by receipt of a purchase order or amendment incorporating Contractors proposal. As used herein, “Extra Work” means any work which is determined by City to be necessary for the Project/Services, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City.

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7. TERMINATION OF AGREEMENT.

A. For Convenience. After the first year of the Term, City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least 60 calendar days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The City may terminate this Agreement for convenience even if Contractor avails itself of the Dispute Resolution process set forth below in subsection 9C.

B. For Cause. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and with cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least 21 calendar days before the effective date of such termination, with an opportunity to cure any breach prior to the effective date of any termination for cause. The Contractor may not terminate this Agreement except upon a breach by the City, which is not cured upon 21 calendar days' notice to City. In case of the Contractor's termination for cause, the Contractor shall be paid for Services satisfactorily provided to such termination date, less any setoffs or adjustments City may claim arising out of the Contractor's breach, the remaining unperformed parts of this Agreement, and for that portion (if any) of the Contractor's performance which is unsatisfactory (the intent being that the Contractor be paid what is just and equitable compensation for the Contractors' performance of Services rendered to the satisfaction of the City). Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Should the Contractor avail itself of the Dispute Resolution process set forth below in subsection 9C, then the City may not terminate this Agreement for Cause until the conclusion of the Dispute Resolution process.

C. Mutual Termination. This Agreement may also be terminated by mutual written agreement at any time and under any terms.

D. Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services, with the exception of any documents and data which contain Contractor's proprietary information or trade secrets. Contractor shall be required to provide such documents and other information within 21 calendar days of the request.

E. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, Services similar to those terminated.

8. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive license for the duration of the Term City to use any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data in any form, which are prepared or caused to be prepared by Contractor exclusively in connection with this Agreement, and which expressly exclude Contractor's proprietary information and/or trade secrets ("Documents & Data"). All

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Documents & Data shall be and remains the property of Contractor.

B. Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Contractor shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Contractor's seal from the Documents & Data. Contractor shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Contractor shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Contractor, a party for whom the Contractor is legally responsible or liable, or anyone approved by the Contractor.

C. Indemnification. Contractor shall defend, indemnify and hold the City, its, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City the Documents & Data, including any method, process, product, or concept specified or depicted, except to the extent attributable to the acts or omissions of the City its officials, officers, employees, volunteers, and agents. This subparagraph shall survive termination or expiration of this Agreement.

9. GENERAL PROVISIONS.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

Contractor:

Jason Spiegel, Managing Director
Beefree, LLC d/b/a/Freebee
371 NE 61st Street
Miami, FL 33127
Email: Jason@ridefreebee.com

With copies to:
Bradley F. Zappala, Esq.
Switkes & Zappala, P.A.
407 Lincoln Road, PH SE
Miami Beach, FL 33139
bzappala@switkeslaw.com

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City:

Mayor
400 NW 73rd Avenue
Plantation, FL 33317

With copies to:
Chief Administrative Officer
400 NW 73rd Avenue
Plantation, FL 33317

Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317

Kerry L. Ezrol, City Attorney
Goren Cherof, Doody & Ezrol, P.A.
3099 E Commercial Blvd., Ste. 200
Fort Lauderdale, FL 33308

Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address, or delivered to such electronic mail address provided by the Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving Party.

B. Indemnification.

i. Scope of Indemnity. Except to the extent attributable to the acts or omissions of the Indemnified Parties, Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, reasonable fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and reasonable attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly. The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or (iv) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or (v) Contractor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

ii. Additional Indemnity Obligations. A Party's indemnification obligations are conditioned on the indemnified party: (a) promptly giving written notice of the Claim to the indemnifying party; (b) giving the indemnifying Party control of the defense and settlement of the Claim; and (c) providing to the indemnifying party all reasonably available

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information and assistance resulting from the Claim, at the indemnifying party's request and expense. The indemnified party may participate in the defense or settlement of the Claim, at the indemnified party's sole expense (not subject to reimbursement). Neither Party may settle or enter into any defense of any claim that includes a financial or specific performance obligation on, or admission of liability by, the Party against whom the claim is brought without that Party's prior written consent. Neither Party may admit liability for or consent to any judgment or concede or settle or compromise any Claim unless that admission or concession or settlement or compromise includes a full and unconditional release of the other Party from all liabilities in respect of the Claim.

iii. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the City's favor. In no event shall City be liable to Contractor for punitive or exemplary damages or for lost profits or consequential damages.

iv. The provisions of these paragraph(s) are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of these paragraphs survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

C. Dispute Resolution

i. In the event that any dispute between the City and the Contractor concerning questions or issues arising under this Agreement that have not been resolved, a request for dispute resolution shall be submitted by the Contractor to the City for determination. Request for such determination shall be made in writing. The City's decision may be reached in accordance with assistance, as it may deem reasonably necessary or desirable. The City's decision shall be rendered in writing no more than 30 calendar days after receipt of a fully documented (to the extent that such documents are within the control of the Contractor) request for a determination. The decision shall be conclusive, final, and binding on all Parties, unless the Contractor shall seek a judicial determination in accordance with the provisions set forth below in subsection 9D.

D. Governing Law; Judicial Review; Venue. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Broward County without regard to its conflicts of law. The Parties hereby agree that in the event of any litigation between them, such proceeding shall be brought exclusively in the courts of the State of Florida, County of Broward or the Federal District Court with subject matter jurisdiction and encompassing the County of Broward, Florida. Each Party hereby irrevocably consents and submits to the jurisdiction of, and venue in, the aforementioned courts, and further waives any claim that a proceeding brought therein has been brought in an inconvenient forum. To the extent not prohibited by applicable law that cannot be waived, the City and Contractor hereby waive, and covenant that they will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any action arising in whole or in part under or in connection with this Agreement, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise.

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- E. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- F. City's Right to Employ Other Contractors. City reserves right employ other contractors in connection with this Project. Successors and Assigns.
- G. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
- H. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City, which shall not be unreasonably withheld. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. For purposes of this Agreement, any change of majority ownership of Contractor shall not constitute an assignment which requires City approval.
- I. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and SubContractors of Contractor, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.
- J. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- K. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
- L. No Third-Party Beneficiaries. Except to the extent expressly provided for in this subsection, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties. The City has three dependent districts (Plantation Midtown Development District, Plantation Gateway, and the City of Plantation Community Redevelopment Agency) hereinafter "Districts", all of which have the power to execute contracts, and all of which are served by City personnel for the purpose of Administration. Such Districts shall be intended third Party beneficiaries and shall be able to enforce the terms hereof for any Serves provided on behalf of the Districts.
- M. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- N. Prohibited Interests. The Contractor warrants and represents that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no City employee who acts in the City as a "purchasing agent" as defined by §112.312(20), Florida Statutes, as amended, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent employee

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or elected or appointed officer, is a partner, officer, director, or proprietor of the Contractors, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractors. Material interest means direct or indirect ownership of more than Five Percent (5%) of the total assets or capital stock of the Contractors.

O. Conflicts of Interest. Contractor covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed, any such interests, on the part of Contractor or its employees, must be disclosed in writing to City. Contractor is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes, as amended, and agrees that it will fully comply in all respects with the terms of said laws. Contractor warrants that it has not employed or retained any person employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by City any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

P. Convicted Vendor List. Contractor represents to City that it is not a person or affiliate as defined in §287.133, Florida Statutes, as amended, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. Contractor acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of any public building or public work, may not submit bids on leases of real property with the City, may not be awarded an opportunity to perform work as a Contractor, supplier, SubContractor or Contractor under a contract with the City, and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, as amended, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

Q. Contract Utilization Clause. The parties agree that, subject to Contractor's agreement, other governmental entities shall be permitted to access and utilize the terms, conditions, and pricing set forth in this Agreement as third-party beneficiaries. Any such governmental entity may enter into its own contract with Contractor based on the terms, conditions, and pricing of this Agreement, subject to any applicable modifications or negotiations between the governmental entity and Contractor. The City of Plantation shall not be responsible for any obligations, performance, or liabilities associated with contracts entered into by other governmental entities pursuant to this clause.

R. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

S. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

T. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

AGREEMENT

U. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties

THIS SECTION WAS INTENTIONALLY LEFT BLANK

AGREEMENT

Signed, Sealed in the presence of:

BEEFREE, LLC D/B/A FREEBEE
a Florida Limited Liability Company

By: [Signature]
Jason Spiegel, Managing Director

Witness: [Signature]
John Janusz
Typed name of Witness

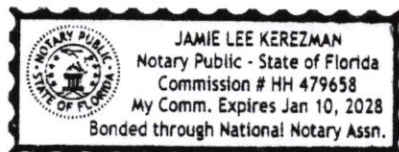
Witness: [Signature]
Miguel Mirandes
Typed name of Witness

STATE OF FLORIDA

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4/25/25 (date) by Jason Spiegel, as Managing Director of Beefree, LLC d/b/a Freebee, a Florida Limited Liability Company, on behalf of the company. They are personally known to me or who has produced Florida Drivers (type of identification) as identification.

My commission expires:



[Signature]
NOTARY PUBLIC

EXHIBIT “A”
(Scope of Services/Technical Specifications)

SCOPE OF SERVICES

NATURE OF SERVICES REQUIRED

I. INTRODUCTION

The City of Plantation (CITY) is issuing a Request for Sealed Proposals (RFSPs) from independent, qualified and experienced licensed firms and/or individuals who can provide a Micro Transit Program.

The CITY seeks to introduce an on-demand transportation service as a pilot program in the Midtown District and, if successful, to expand service into other areas of the CITY (as outlined in Exhibit A). Timing and areas of service expansion will be determined by the CITY.

The pilot program will include short distance, door-to-door electric transportation within the service area boundary to any other point within the service area boundary, and is available to the user upon demand. The intent is to provide first and last mile connectivity to other forms of mass transit, which would take cars off the road, minimize single occupancy vehicles within communities and help free up parking.

All vehicles will be electric and must meet the Federal Motor Vehicle Safety Standard (FMVSS) and supply state-of-the-art charging equipment. There must always be at least one vehicle available which is ADA compliant.

II. GENERAL INFORMATION AND BACKGROUND

The CITY is a municipal corporation of the State of Florida with an approximate population of 93,000. Located in the center of Broward County, the City offers unparalleled quality of life that brings residents and businesses to the community. Plantation has a Strong Mayor form of government. The Mayor is responsible for the execution of the City Council's established and adopted policies. The City Council consists of five (5) Councilmembers elected citywide.

The City of Plantation is a full-service municipality, providing services to its residential and business communities through its Administration, Building, Financial Services, Information Technology, Engineering, Fire/EMS, Library, Office of the City Clerk, Parks and Recreation, Human Resources, Planning Zoning & Economic Development, Police, Public Works, Procurement, and Utility departments. The City employs over 900 full time, part time and will call employees.

The intent of this RFSP is to establish a contract to implement point-to-point transportation services ("Program") that will provide CITY residents, visitors and business employees ("Riders") with convenient and efficient transportation options. All vehicles will be electric and must meet Federal Motor Vehicle Safety Standards and CONTRACTOR must supply state-of-the-art charging equipment. Program should be hospitality oriented and may include supplementary hours/operations during special events requiring additional vehicles, personnel and resources. The CONTRACTOR must provide its own mobile phone application in which the user will be able to locate his or her position in the queue and request a vehicle pickup. The CONTRACTOR should

SCOPE OF SERVICES

also provide a dedicated telephone number that can be utilized to request a vehicle pickup. An ADA compliant vehicle must be available at all times.

System should be operational within one hundred twenty days (120) from issuance of Notice to Proceed.

III. SOLICITATION'S INTENT AND GENERAL EXPECTATIONS

Through implementation of the Program, the CITY desire to meet, at the minimum, the following objectives:

- a. Operate a demand-response system throughout the boundaries of the service area indicated in the map attached as Exhibit A.
- b. Provide the flexibility to scale up and down the fleet of vehicles, modify hours of operation, allocate additional hours, and/or permanently modify the type of vehicle to a larger van, if needed, with sufficient notice to procure the vehicle based on monthly, weekly, daily, and hourly fluctuations in demand in order to achieve the maximum level of service.
- c. Provide a safe and pleasing passenger experience with capable, qualified, and courteous drivers that will serve as community ambassadors.
- d. Feature a mobile phone application with which the user will be able to locate his or her position and flag a proximate, available vehicle to make the pickup. The mobile phone application should be available from both the Apple Store and the Google Play Store (e.g. available for both iPhone and Android devices). Although a fee for service is not envisioned for the pilot phase, the app should have the ability to work with a secure credit card payment system. Similarly, the app should be able to accommodate discount or promo codes.

A dedicated telephone line for ordering a ride should also be available.

- e. Have the capability to provide data captured from the mobile phone app which includes but is not limited to, number of users, destinations, average wait times, and user peak times, cancellations and declined pickups/trips.
- f. Cut down the time residents, workers and visitors spend in their vehicles circling and idling in hopes of finding parking adjacent to their destination.
- g. Allow users to get to their destination within the service area without the need to drive, park or even own a personal vehicle.
- h. Reduce traffic and vehicle emissions in the Program area.
- i. Support local businesses.

The response from qualified firms must include:

- Full description of the Firm, including size, range of activities.
- Proposal responsive to the CITY's expectations.
- Description of the micro transit ride share management team and each member's experience.
- State, local and/or national government client references.

SCOPE OF SERVICES

- A work plan with the timeline to complete the deliverables outlined in section IV below.
- Years of operation as a provider of micro transit and on demand transportation services.
- Cost schedule (indicate hourly rates for each vehicle and operator, hours expected, and total project cost)
- Complete list of all subcontractors' names, resumes and references for experience in similar services of this nature. Contractor assumes all responsibility for ensuring compliance of subcontractors with contract provisions including indemnification and hold harmless, use of sub-contractors is subject to approval by the CITY.
- Complete list of specifications for each large and small vehicle which will be assigned to this project including make, model and seating capacity.

Firm or project team must meet the following requirements:

- Experience and current knowledge of all aspects of operating and managing a Micro Transit Program.
- Current knowledge of various compliance requirements and industry licensing for this service.
- Knowledge of potential upcoming legal or industry requirements impacting Micro Transit, Ride Share and or On Demand Transportation.
- Ability to provide detailed reports for this service.
- Contractor shall obtain, pay for, and post as needed, all permits and licenses necessary to complete this project. Contractor and subcontractors must maintain current licenses as required.

IV. SCOPE OF WORK AND DELIVERABLES

Service Parameters for Point-to-Point Transportation Services

The use of environmentally friendly (electric) vehicles that meet the FMVSS and supply state-of-the-art charging equipment is required. The vehicles used throughout the term of the contract must be consistent and identifiable with Program branding. The criteria below constitute the CITY's service parameters for the Program:

- a. The Program will serve the CITY's residents, guests and commuters by providing on-demand rides to work, shopping, restaurants, events, and for various appointments within the boundaries of the service area.
- b. All trips must begin and end within the identified service area (see map attached as Exhibit A). Any changes in the service area shall be in writing and mutually agreed upon.
- c. The pilot Program shall be free to users. Tipping is allowed but cannot be solicited by the driver. Tipping jars, or anything that implies tipping is required or encouraged, is strictly prohibited.
- d. Service must be provided in fully-electric vehicles that are on-call via a mobile phone application, phone number or ride-hailing.

SCOPE OF SERVICES

- e. The CONTRACTOR will identify locations for charging stations and the CITY will cooperate as necessary. Charging station equipment installation, and maintenance will be provided by the CONTRACTOR. It is the desire of the CITY that any charging stations located on CITY property shall be made available for use by CITY employees or others during hours when not in use by CONTRACTOR. “Exhibit C” reflects the suggested area for charging stations at the CITY.
- f. Overnight vehicle parking: CONTRACTOR will secure a space to store vehicles at night, when not in service or charging. If vehicles are stored/charged on CITY property, the CITY is not liable for theft or damage that may occur.
- g. All vehicles utilized will be FMVSS and all charging equipment shall be state-of-the-art. At least one ADA compliant vehicle must be available during hours of operation.
- h. After requesting a ride, patrons must be picked up promptly and safely delivered to their destination, with a reminder to use the app again for subsequent trips back to their point of origin or another destination.
- i. CONTRACTOR shall provide a mobile phone application for requesting rides compatible with both Android and iPhone.
- j. When requesting a ride, via mobile phone application or telephone, riders shall be provided with an estimated time of arrival based on driver availability.
- k. CONTRACTOR shall collect ridership data via app, manual counts when phone calls or rider-hailing. Additionally, CONTRACTOR will maintain accurate and complete records of the service and submit monthly, quarterly and yearly reports to the CITY. Reports to the CITY shall include, but are not limited to, hourly, daily, weekly, and monthly ridership data, wait times, locations from which riders are picked up and addresses of drop-off, complaints, mileage, driver’s names and suspensions, type of vehicle, number of service hours per vehicle, type of rate, cancellations and/or declined trips and accidents.
- l. When drivers use the mobile phone application to respond to ride requests, the drivers’ app must be able to organize ride requests in a queue format, allowing for multiple rides to be assigned to one driver.
- m. CONTRACTOR must include at least one ADA vehicle as part of the fleet.
- n. CONTRACTOR shall provide professional, experienced, well-groomed hospitality-oriented personnel and resources to communicate engagingly with riders while answering their questions. Drivers will serve as ambassadors for the CITY. Qualified drivers must be screened, hired and trained by CONTRACTOR, with satisfactory background checks. Hiring local drivers that are bilingual is preferred.
- o. Drivers will undergo any training deemed necessary by the CITY. CONTRACTOR shall provide the CITY with background checks on all drivers. Background check shall include driving records, criminal checks and employment references, conduct initial drug testing, and provide a training program for newly hired drivers. CONTRACTOR shall not hire any person who has been convicted or pled guilty to driving under the influence of drugs or alcohol as a misdemeanor in any state. CONTRACTOR will not hire a driver with more than three (3) infractions relating to driving a motorized vehicle within the previous 24 months. CONTRACTOR shall review each driver’s driving and

SCOPE OF SERVICES

- criminal records at least annually. CITY shall have the right to reject or approve all drivers in its sole and absolute discretion. All drivers must have a valid Florida Driver's licenses(s) and adhere to all CITY, county, and state traffic and driving laws.
- p. Drivers must wear a name tag. CONTRACTOR's company uniform is preferred. CONTRACTOR shall prohibit drivers from texting or using smartphones, or other mobile devices, eating, drinking, wearing headphones, and engaging in any activity that may cause the driver to become distracted while driving the vehicle. CITY and CONTRACTOR acknowledge and agree that drivers will be permitted to wear Bluetooth enabled device or similar technology to provide for delivery of services and that drivers may use smart phones mounted to the dashboard or windshield of the vehicles only in accordance with laws governing such devices.
 - q. CONTRACTOR must require all persons using the Program to comply with applicable local, state and federal laws and regulations relating to the use of seatbelts and alcohol consumption in vehicles. CONTRACTOR and its drivers are permitted to refuse service when, in the driver's opinion, a passenger poses a threat to himself or herself, other passengers, the driver, the vehicle or other vehicles or persons.
 - r. CONTRACTOR may suspend operation of the vehicles without penalty in the case of extreme weather, unsafe operating conditions, or the issuance of a tropical storm or hurricane watch or warning, subject to provided written notification to the CITY.
 - s. CONTRACTOR will communicate any problems or requests to the CITY through the Program manager or designee.
 - t. Vehicle maintenance and charging must be performed by CONTRACTOR.
CONTRACTOR shall be responsible for the cleanliness of interior and exterior of the vehicle. Vehicles must be maintained in good working order, and be free from graffiti, vandalism, defacement and other damage. Functioning heating and air conditioning systems are mandatory. Open-air vehicles may also be requested on an as needed basis. Use of open-air vehicles is subject to CITY approval.
 - u. CITY reserve the right to require the immediate dismissal of any personnel who fail to meet the standard outline above. Relief personnel shall be readily available throughout the term of the contract.
 - v. Proposed Initial Operating Schedule:

Days	Mon-Thurs	Friday	Saturday	Sunday
Hours of Operation	11AM-10PM	11AM-12Midnight	10AM – 12 Midnight	10AM-10PM

*CONTRACTOR should indicate in their proposal the number of vehicles proposed for each of the proposed zones, as well as the proposed hours of operation. Minimum number of vehicles as well as vehicles to be deployed during peak hours.

V. ADDITIONAL REQUIREMENTS

- a. Contractor shall provide copies of all permits and licenses necessary to complete this project, with their proposal.

SCOPE OF SERVICES

- b. Contractor and subcontractors must have current licenses required by the State of Florida and the City of Plantation (if applicable).
- c. The Vendor shall provide a mobile phone application platform (must be available for download on both Android and Apple devices) that may include, but is not limited to the following features:
 - Allows customers to request, modify or cancel a ride.
 - Allows customers to rate and review rides.
 - Provides live tracking for customers to confirm driver's location.
- d. Each vehicle shall be equipped with a seat belt cutter, first aid kit, spill kit, and fire extinguisher.
- e. Vendor must ensure all vehicles used are maintained in a first-class state of repair and safe operating condition at all times. All vehicle surfaces, interior and exterior, shall be kept in a clean, safe, and unobstructed fashion.

VI. LOCATION

The Program will commence operations, as a pilot, in the Midtown District which is located north of I-595, south of Cleary Boulevard, west of University Drive and east of Pine Island Road (see map attached as Exhibit A). The on-demand service is expected to take riders to and from locations within the Midtown District.

It is anticipated that service areas may be expanded over time (see map attached as Exhibit A). Expansion areas and timing of such expansion shall be determined by the CITY. Additionally, hours and days of operation, and number of vehicles are subject to change depending on the needs and conditions determined by the CITY.

VII. CUSTOMER SERVICE

Customer service is of critical importance. The CONTRACTOR will be responsible for addressing all complaints in a timely and courteous manner. CITY staff shall be provided with reports as necessary. Drivers will be educated on CITY programming, area amenities, and serve as community ambassadors.

VIII. OPTIONAL SERVICES

Especially during the Midtown pilot phase, the CITY would like to explore an option wherein rides could be initiated or ended in the Midtown District but could begin or terminate in another region of the CITY (e.g. the ride must be wholly contained within the CITY but could begin or end outside of the Midtown District). A small charge for service may be implemented for this type of service.

As the Program is expanded the CITY would want to allow the rider to connect from one service area to another.

The CITY would like to offer a “ride share” option. The number of riders shall be limited such that each rider has a separate seatbelt and the total number of passengers, including the driver, does not exceed the vehicle's legal capacity.

SCOPE OF SERVICES

As an option, the CITY would like to be able to explore a “senior micro transit program”. It is anticipated that this project would be open for use by residents age 65 or older and would provide them no cost or low-cost transportation to and from identified locations. The CONTRACTOR would work with the CITY to establish a system for seniors to register for the service. The CONTRACTOR would also work with the CITY to determine a list of medical, grocery and/or community facilities to which service would be offered (to and from).

IX. ADVERTISING

The CITY may elect to include the CITY logo and other branding information in a car wrap. CITY must approve the design of the wrap and may modify the design up to (2) two times per year at no cost to the CITY. CONTRACTOR will offer free advertising to local businesses via the mobile phone app and will, in conjunction with the CITY, develop and implement a branding strategy. The branding strategy as well as any changes to the strategy are subject to written approval by the CITY prior to implementation. Initially, the CITY will not permit paid advertising. Subject to the CITY’s prior written consent, paid advertising within and/or outside of vehicles may be permitted to off-set operational costs, providing that such advertising is in accordance with all CITY ordinances, policies and procedures.

CONTRACTOR shall also develop and implement a marketing program to promote awareness of the Program. The CITY shall have the right to review marketing materials prior to use and to request changes or withdrawal of any marketing materials.

CONTRACTOR will include screens in all vehicles with the ability to play audio/video content provided by the CITY.

X. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall be responsible for ensuring that all of its employees are complying, at all times, with the Terms, conditions and Specifications outlined herein. CONTRACTOR shall be responsible for obtaining all necessary permits for charging stations and for compliance with applicable Federal, State and local statutes pertaining to the services to be provided. CONTRACTOR will be responsible for all costs associated with purchasing, operating and maintaining its own fleet of vehicles, including but not limited to purchasing, charging, maintaining, registering, storing of vehicles, and insurance and branding.

XI. INSURANCE

- a. The CONTRACTOR shall not commence any performance pursuant to the terms of the Agreement until certification or proof of insurance has been received and approved by the CITY’s Risk Manager or their designee.
- b. The required insurance coverage is to be issued by an insurance company authorized licensed, and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of

SCOPE OF SERVICES

A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provide that the CITY shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change, or other such notice as is required by the policy. The receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements.

- c. Prior to commencing any work pursuant to this Agreement, the CONTRACTOR must submit a current Certificate of Insurance, naming the CITY OF PLANTATION, as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the CITY prior to or upon expiration. The CONTRACTOR shall provide insurance coverage as prescribed in Exhibit "B" which is attached and incorporated into this agreement.
- d. Garage Keeper's Liability is not a required insurance coverage under this agreement. The CONTRACTOR waives all claims for loss, theft or damage to CONTRACTOR's vehicles that may be stored or parked on a CITY-owned property.

XII. INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and contractors from any and all liability, losses, or damages including attorney's fees and costs of defense, which the CITY or its officers, employees, agents, or contractors may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or natures arising out of, relating to, or resulting from any unlawful, willful, negligent, or reckless acts or omissions by CONTRACTOR or its employees, agents, servants, partners, principals, or subcontractors in the performance of the services to be provided pursuant to this Agreement.

CONTRACTOR shall pay all claims and losses, and shall investigate and defend all claims, suits, or actions of any kind or nature arising out of, relating to, or resulting from any unlawful, willful, negligent, or reckless acts or omissions by CONTRACTOR or its employees, agents, servants, partners, principals, or subcontractors in the performance of services to be provided pursuant to this Agreement in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law of Florida Statute 768.28 as amended from time to time. The

SCOPE OF SERVICES

CONTRACTOR expressly understands and agrees that any insurance shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the CITY, or its officers, employees, agents, and CONTRACTORS. This paragraph shall survive the expiration or termination of this agreement.

XIII. LICENSURE AND CERTIFICATION

The contractor shall hold all licenses and certifications, obtain and pay for all permits and inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the required services. Damages, penalties or fines imposed on the CITY or CONTRACTOR, for failure to obtain and maintain required licenses, certifications, permits or inspections shall be borne by the CONTRACTOR. The CONTRACTOR shall comply with all laws and regulations applicable to provide the services. The CONTRACTOR shall be familiar with all federal, state, and local laws that may affect the goods and services being provided.

XIV. SUBCONTRACT

The CONTRACTOR shall not subcontract any portion of the work without the prior written consent of the CITY. Subcontracting without the prior consent of the CITY shall constitute a material breach of the agreement and may result in termination of the agreement. A list of all sub-contractors must be provided with the proposal.

XV. ASSIGNMENT

The CONTRACTOR shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest, or its power to execute such contract to any person, company or corporation without the prior written consent of the CITY, which shall not be unreasonably withheld. Assignment without the prior written consent of the city may result in termination of the Agreement.

XVI. SERVICE LEVELS

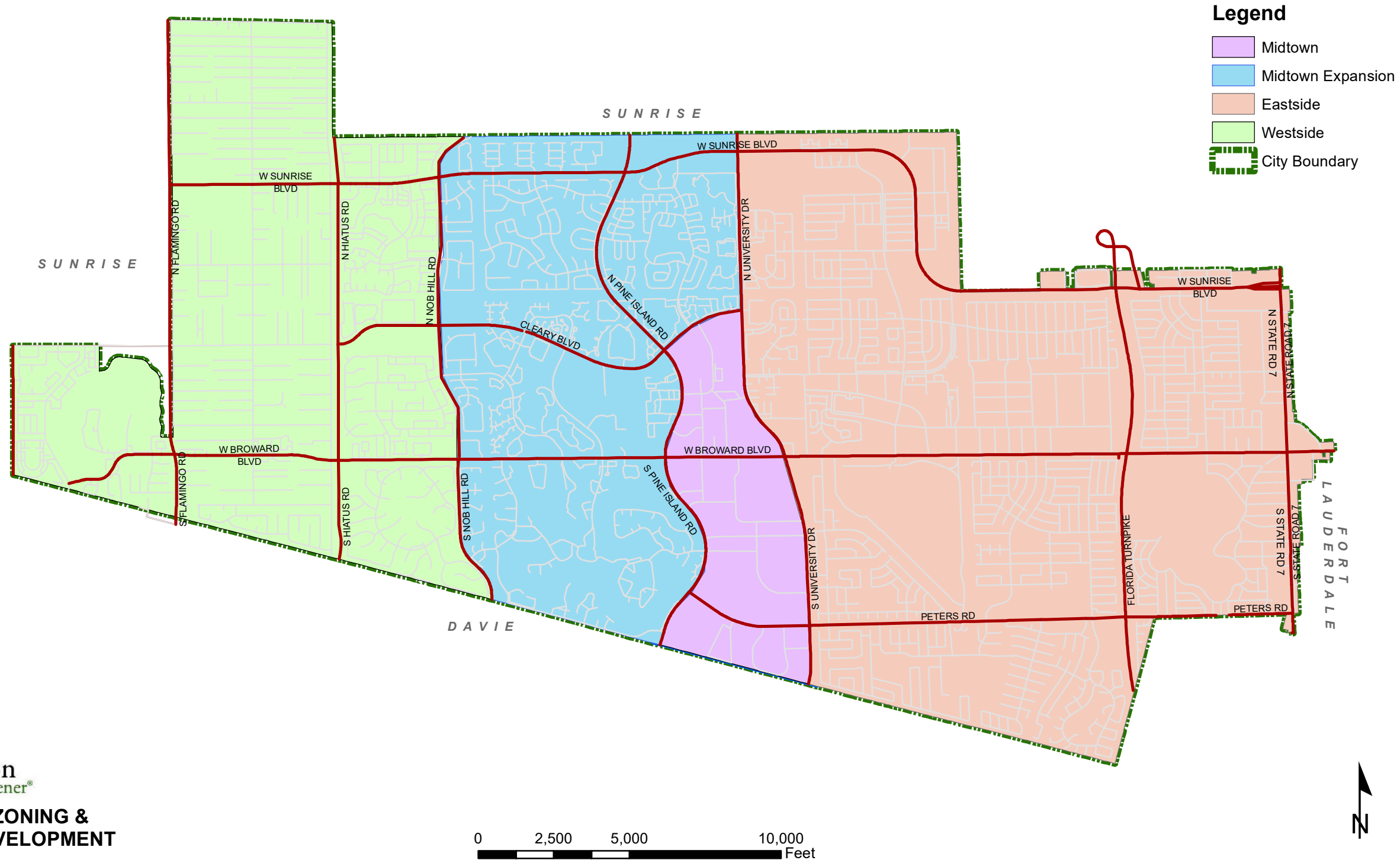
Vendor will propose and commit to service levels for all or the majority of the following:

Service Levels Data

- a. Average wait time
- b. Average trip rating
- c. Average time to resolve complaints.
- d. Average response time to calls and emails.
- e. Maximum percentage of missed, declined trips and cancelled trips.
- f. Percentage of trips in low-emissions vehicles
- g. Percentage of trips served in hybrid/electric vehicles.
- h. Other

END OF SECTION

MICRO-TRANSIT ZONES MAP CITY OF PLANTATION



Potential Location of Charging Facility

Parking area behind City Hall – southeast side of building



Aerial view of City Hall





Section 2

APPROACH TO THE SCOPE OF SERVICE

SECTION 2 - Approach to The Scope of Service

Introduction

The City of Plantation's micro-transit initiative aims to provide on-demand transportation that reduces traffic congestion, decreases single-occupancy vehicle usage, and enhances connectivity to mass transit options. This program reflects the city's broader goals of creating a more sustainable, efficient urban environment. At Freebee, we understand the importance of integrating seamlessly into the City of Plantation's community, and we've designed our micro-transit service with this in mind. Our approach closely aligns with the goals outlined in the Plantation Multi-Modal Transportation Plan (MMTP), which addresses the City's current and future transportation needs by improving safety, increasing connectivity, and enhancing accessibility for all residents, business owners, and visitors. In addition to the MMTP, our proposal is designed to meet the major goals outlined within the RFP, ensuring that our service supports the City's long-term vision for sustainable growth, reducing traffic congestion, and creating a more pedestrian-friendly environment. Below, we've outlined the key objectives as identified in the RFP, which align directly with the overarching goals of the MMTP:

Goal/Objective 1. Enhancing Transportation Infrastructure

Freebee's on-demand micro-transit system is tailored to augment the City's existing transportation infrastructure. By focusing on major corridors such as Nob Hill Road, Cleary Boulevard, and University Drive, our service helps alleviate vehicular congestion and decrease reliance on privately-owned vehicles. This supports the broader objectives of the MMTP, improving connectivity and safety for the City's residents and visitors while enhancing the accessibility of key destinations throughout Plantation. By targeting these crucial transportation arteries, Freebee's solution will also contribute to the City's sustainability and long-term infrastructure planning goals.

SECTION 2 - Approach to The Scope of Service

Goal/Objective 2. Supporting Urban Transformation in Midtown

Plantation's Midtown district is undergoing a significant transformation into a vibrant, mixed-use town center, and Freebee is proud to support this evolution. Our services align with the MMTP's Midtown Connectivity methodologies, which emphasize pedestrian-friendly environments and multimodal connectivity. By providing convenient, reliable transit options within the district, Freebee supports the city's vision of a well-connected, walkable urban core that is accessible and appealing to residents, visitors, and employees alike. Our service facilitates easy access to local businesses, parks, and public spaces, contributing to a vibrant and thriving Midtown.

Goal/Objective 3. Expanding Access and Encouraging Sustainable Practices

The City of Plantation prioritizes adaptable, scalable transportation solutions, and Freebee's micro-transit service is uniquely positioned to meet this need. Our flexible model allows for easy adjustments to fleet size, hours of operation, and vehicle types to accommodate varying demand levels and special groups, such as seniors. This scalability ensures that the service can extend beyond the Midtown area, aligning with Plantation's long-term strategic vision for a city-wide transportation system.

Freebee's service enhances accessibility for those both within and beyond Midtown, providing seamless, reliable transit without the need for personal vehicles. Our fleet of fully electric, ADA-compliant vehicles supports the City's sustainability goals, reducing emissions while ensuring inclusivity.

Additionally, Freebee's operations will contribute to the City's traffic-calming initiatives by helping to reduce vehicle speeds and volumes, enhancing the safety and comfort of pedestrians and cyclists. Our commitment to improving connectivity within Midtown will address critical barriers such as Broward Blvd and Peters Rd, ensuring that all residents and visitors can move safely and efficiently throughout the community.

SECTION 2 - Approach to The Scope of Service

Goal/Objective 4. Community Engagement and Strategic Partnerships

Freebee's commitment to community engagement is central to our operational philosophy, ensuring that our services are continually adapted to meet the nuanced needs of Plantation's residents and visitors. Our Community Ambassadors will engage proactively with stakeholders to promote service adoption and gather community feedback, ensuring that our operations remain responsive to the evolving dynamics of the community. Additionally, Freebee seeks to cultivate strategic partnerships and secure funding opportunities to support the program's longevity.

Goal/Objective 5. Commitment to "Aging-In-Place" and Senior Mobility Solutions

One of our core commitments is to provide mobility solutions that support Plantation's aging population. Freebee's service empowers senior residents to live independently, maintain their connection to the local economy, and remain active participants in their communities. In Miami Beach, Freebee played a pivotal role in securing CARES Act funding to provide specialized transportation services for seniors during the COVID-19 pandemic. This experience has led us to additional senior mobility contracts with the City of Doral and Village of Wellington demonstrating our capacity to meet the unique needs of different municipalities. By offering an adaptable service model that aligns with local needs, Freebee contributes to the social sustainability and inclusivity of Plantation's senior population.

By seamlessly integrating into Plantation's community and aligning our services with the City's master plan, Freebee is uniquely positioned to support the City of Plantation's vision for a sustainable, connected, and pedestrian-friendly urban environment. Our tailored micro-transit solution not only addresses immediate transportation needs but also enhances long-term livability, accessibility, and socio-economic vitality within the city. Through our focus on expanding access, supporting urban transformation, and promoting sustainable practices, Freebee will help Plantation achieve its goals for a more resilient, inclusive, and connected community.

SECTION 2 - Approach to The Scope of Service

How the Service Works

Scope of Work Summary

Freebee's phased approach to implementing and expanding its microtransit service in Plantation is designed to align with the City's long-term transportation objectives, as outlined in the Plantation Multi-Modal Transportation Plan (MMTP).

From the outset, Freebee will focus on delivering reliable, on-demand transportation that connects residents, visitors, and business owners to key destinations within the Midtown District. Our flexible and scalable service model ensures that as the program progresses, it can be expanded to meet increased demand and extend to underserved areas of the City. With a commitment to sustainability, inclusivity, and enhanced connectivity, Freebee's microtransit solution will not only meet the immediate transportation needs of Plantation but also serve as a foundation for a scalable, city-wide transit system that supports the City's long-term strategic goals.

Below is our phased approach with regards to the implementation and how we envision growth, ensuring that each stage builds upon the success of the previous, with the flexibility to adapt and scale as community needs evolve and demand for services increases.

Stage 1: Pilot Program in Midtown.

In the initial phase, Freebee will operate exclusively within the Midtown District, with a focus on establishing a reliable, accessible, and community-centered micro transit service. Passengers will have three convenient ways to request a ride: on-demand through the Ride Freebee app, by calling our dispatch center, or by flagging down a vehicle (if the City opts to include this feature). Rides must both start and end within the Midtown District to be eligible to use the service. Our highly trained drivers, who also serve as community ambassadors, will go beyond just providing transportation—they will foster meaningful connections with both residents and visitors, ensuring every ride is a positive experience.

SECTION 2 - Approach to The Scope of Service

We recommend starting with a fleet of 4 vehicles, each operating 70 hours per week, based on extensive simulator modeling to optimize service efficiency. However, given the City's budget of \$400,000, the fleet will initially consist of 3 vehicles, including three Tesla SUVs and an additional ADA-accessible vehicle to accommodate individuals requiring wheelchair access. This ensures that we can maintain 3 vehicles on the road during peak hours and between 1-2 vehicles during non-peak times.

Freebee's commitment to the City of Plantation goes beyond operations. We will deliver a full-service marketing plan and provide regular customer service reports to ensure clear communication and track the success of the program. Additionally, we will offer a live data dashboard, providing full transparency into performance metrics and enabling real-time adjustments to meet the City's needs.

A key differentiator of our service is its role in promoting local economic development. Through the Ride Freebee mobile app, we will offer an exclusive platform to support and promote local businesses—a feature no other provider offers. Our team of micro transit industry and operational experts, all fully dedicated to the City of Plantation, will work tirelessly each day to ensure the highest standards of service and performance, making the City proud of this innovative transit solution.

The hours of operation during this stage will be:

- Monday-Thursday: 11 AM – 10 PM
- Friday: 11 AM – 12 Midnight
- Saturday: 10 AM – 12 Midnight

Freebee is also committed to deep community engagement, ensuring that our service becomes an integral part of Plantation life. Our outreach efforts will foster lasting relationships with residents and stakeholders, ensuring our service evolves with the needs of the community.

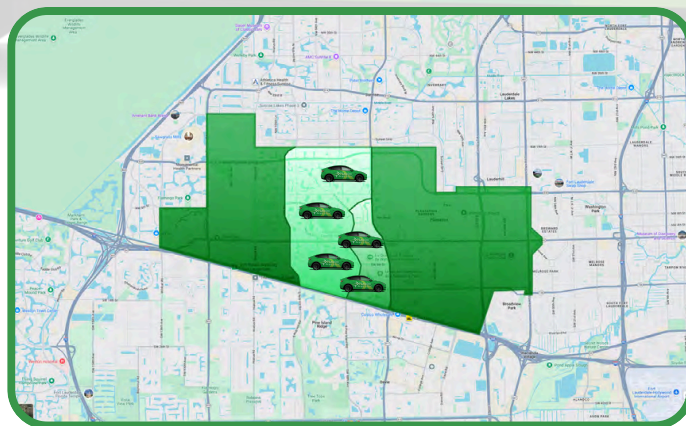
We will provide a more in-depth exploration of our operating plan and technology platform in the subsequent sections of Section 2.

SECTION 2 - How the Service Works



Stage 2: Midtown Expansion. Building on the success of Stage 1, Stage 2 will expand the service to cover the broader Midtown Expansion area. During this phase, the service will be designed so that riders must either be picked up or dropped off within the original Midtown zone, at a mass transit stop, or at an inter-city connection point to be eligible to use the service. This approach will enhance connectivity and promote strategic economic development while keeping the service area manageable.

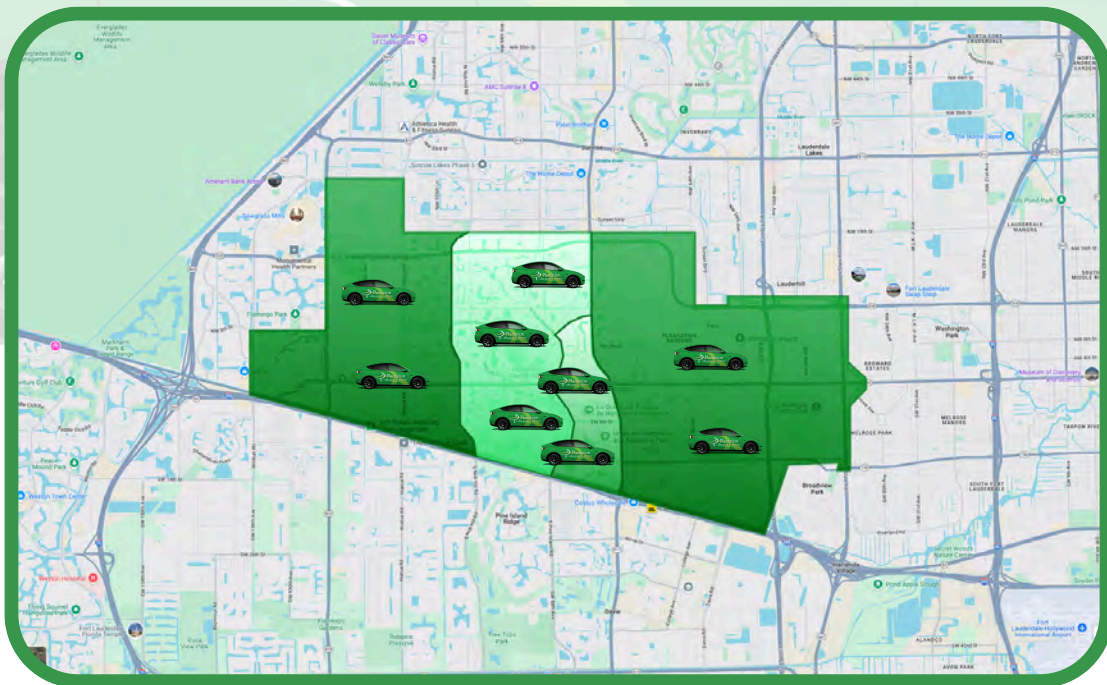
Based on the data collected during Stage 1, we will likely recommend adding 1-2 additional vehicles to the fleet to accommodate the expanded area. Additionally, we will offer the City the option to introduce a rider fee to further support the service's growth and sustainability.



SECTION 2 - How the Service Works

Stage 3: Enhanced Connectivity In this phase, we will expand the service to include two additional zones: the "Eastside" and "Westside," giving riders access to key commercial areas, parks, service connections, and points of interest in these regions. To align with the City's request, rides will have the flexibility to either begin or end outside of the Midtown District but remain fully within either the "Eastside" or "Westside" service zones. This approach will allow trips to originate or terminate in these new zones while ensuring seamless connectivity across the city. A small charge may be introduced for trips that extend beyond Midtown, providing the City with a flexible, sustainable service model.

To maintain operational efficiency, the system can be configured to ensure that rides to and from these new zones are only available if the trip either starts or ends in the Midtown zone. This strategic expansion broadens the service's reach while keeping operations streamlined. As these zones grow, additional fleet capacity will be required, and Freebee will collaborate closely with the City to recommend the optimal number of vehicles to meet service demands and continue delivering high-quality transportation.



SECTION 2 - How the Service Works

Dynamic Vehicle and Hours of Operation Scheduling

The phased approach outlined above has been carefully developed using city characteristics, combined with our extensive experience operating similar services in neighboring communities. Our service is designed to provide maximum flexibility, allowing for the scaling of the vehicle fleet and modification of operating hours with sufficient notice. This means we can adapt to fluctuations on a monthly, weekly, daily, or even hourly basis, ensuring the highest level of service is consistently delivered.

Our operational model leverages real-time demand analytics, enabling dynamic adjustments to fleet size and vehicle types to meet ridership demands efficiently. This flexibility ensures that service levels are optimized at all times, even during periods of fluctuating demand.

In keeping with our commitment to providing a hospitality-driven program, we will also offer additional hours and expanded operations during special events. This includes deploying extra vehicles, personnel, and resources as necessary to ensure seamless service when it's needed most.

Parking + Charging Stations

Freebee is dedicated to working closely with city staff to optimize and maintain designated charging station locations for the efficient charging and staging of vehicles. This partnership will ensure that the cutting-edge charging infrastructure not only meets the operational requirements of our service but also enhances accessibility for users. Charging stations located on city property would serve as an ideal hub for Freebee's vehicles, with the added benefit of being available for use by city employees or others during off-hours when not in use by Freebee. Should the primary location prove unavailable, Freebee will proactively identify alternative charging and staging sites within the city, including options outside of municipal property, which we have done in many other service areas.

SECTION 2 - Approach to The Scope of Service

How To Request a Ride

At Freebee, we prioritize ease and convenience, offering multiple ways for residents and visitors to access our micro transit service. Whether through the Ride Freebee mobile app, by phone, or simply flagging down a vehicle, we make it simple for everyone to request a ride and ensure that the service is as user-friendly as possible.

The custom-built application, powered by Freebee, will be developed in close collaboration with the City of Plantation. This partnership ensures that the app is designed with the unique needs of the city's residents and visitors in mind, providing a seamless, customer-focused platform for booking on-demand rides. The app's final branding will be developed in coordination with the City and its marketing team, ensuring it aligns with the City's overall vision and mission.

The registration process is intuitive and straightforward, guiding users through profile setup so they can begin booking rides immediately. Once registered, users can easily manage their travel plans through the platform.

There are three convenient ways to request a ride:

01



On-Demand via the Ride Freebee mobile app

02



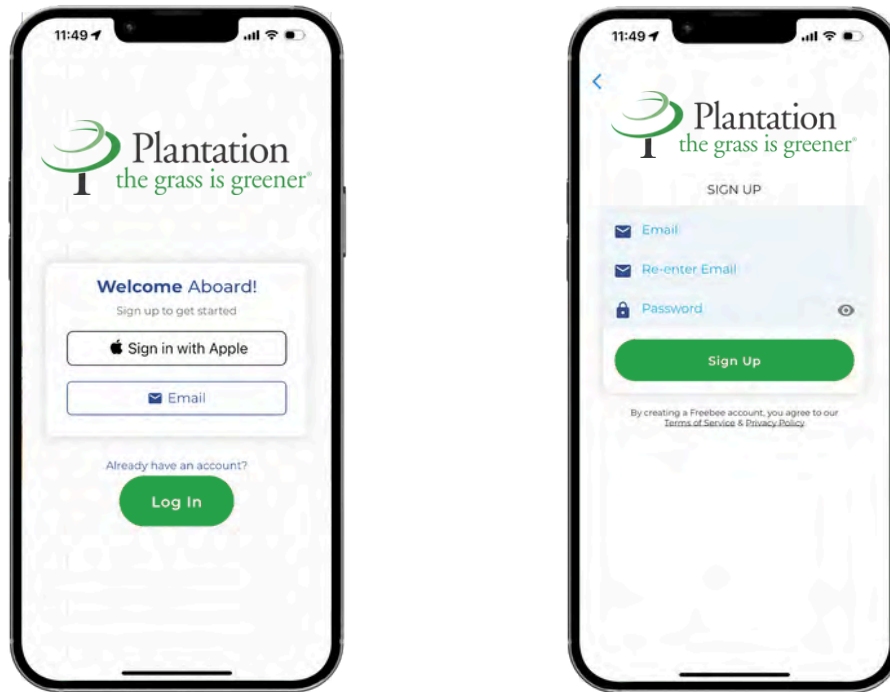
By calling Freebee's dispatch center

03



By waving down a passing vehicle (if the City opts for this feature)

SECTION 2 - Approach to The Scope of Service



Technology Overview

The Freebee service leverages cutting-edge technology to provide an exceptional on-demand micro transit service that redefines urban mobility. At its core, the app features a user-friendly interface that facilitates easy booking, real-time vehicle tracking, and seamless communication between riders and drivers. Advanced GPS technology ensures precise routing, while integrated traffic data allows for optimized travel times, enhancing overall efficiency. The app's robust backend supports a comprehensive data collection framework, enabling continuous service improvement through detailed analytics on user behavior, trip patterns, and operational efficiency. Additionally, safety and security are paramount, with features such as in-app emergency contacts and secure data protocols to protect user information. This holistic approach to technology empowers Freebee to deliver a reliable, convenient, and sustainable transit solution, making it a favorite among communities looking to enhance their public transportation systems.

SECTION 2 - Approach to The Scope of Service

Custom Branded Mobile App – Plantation Experience

Freebee is excited to introduce a custom-branded, white-labeled mobile application for the City of Plantation, powered by Freebee. This dedicated app will embody the local spirit and unique needs of the community, offering a seamless and user-friendly interface that simplifies the public transit experience. By integrating state-of-the-art technology and real-time data, Plantation's mobile app will provide dynamic and comprehensive microtransit services, ensuring high accessibility and efficiency for all users. The app will feature easy navigation, real-time tracking, and personalized service options, making public transportation more attractive and accessible to everyone in the community, from daily commuters to tourists exploring the vibrant locales of Plantation.

This app is tailored to meet the unique transportation needs of Plantation, incorporating real-time GPS tracking, seamless route optimization, and intuitive user interfaces to deliver a superior transit experience. Advanced algorithms facilitate efficient ride-pairing and dynamic routing to maintain high on-time performance standards, while integrated communication tools ensure constant connectivity between drivers, passengers, and dispatch. The app also emphasizes safety and security with features like in-app emergency contacts and rigorous data protection measures. By blending robust technology with a localized approach, Freebee's technology not only enhances daily commutes but also enriches the community's access to sustainable and reliable transportation options.

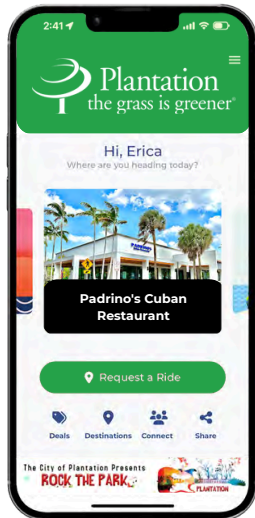
SECTION 2 - Approach to The Scope of Service

The app will be searchable in both the Google Play and Apple Store under “Freebee”, ensuring easy discoverability for potential users. Additionally, when opened within municipal boundaries, the app will transform into a fully branded Plantation experience, providing a cohesive and tailored interface for local riders. Leveraging our current user-base of over 800,000 profiles in South Florida, as well as the unique marketing elements inherent to Freebee’s platform, this integration will serve as a powerful tool for driving ridership from inception. By capitalizing on the widespread popularity and familiarity of the Freebee brand, we can effectively promote Plantation’s new micro transit service to a broad audience, encouraging adoption and usage among residents and visitors alike. Our in-house development team allows us to stay flexible, continuously improving and adapting features to meet the unique goals and objectives of the City of Plantation.



SECTION 2 - Approach to The Scope of Service

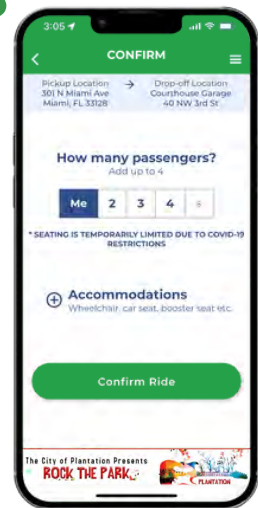
01



02



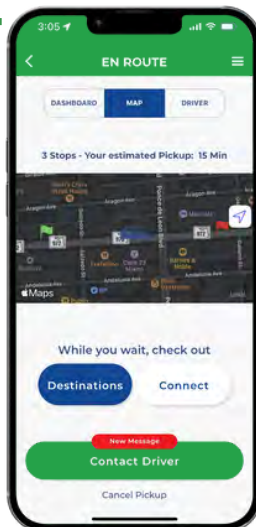
03



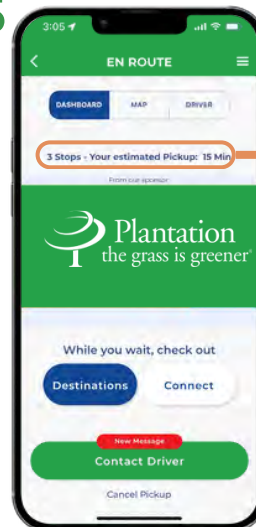
SELECT DESTINATION

Search your destination by category or manually enter the address you'd like to visit.

04



05



ETA
Display

SEND TO DRIVER

Choose the amount of passengers riding with you and click "Send to Driver". Your ride will automatically be paired with a driver and ETA will be displayed.

SECTION 2 - Approach to The Scope of Service

Accessibility and Special Needs

Accommodating Special Requirements

The app allows for the inclusion of mobility devices or service animals in the trip request. In fact, all service pets are welcome to ride along as long as they do not induce unsafe conditions or impose a threat to the safe operation of the service. The app also enables users to specify the need for wheelchair-accessible vehicles and many additional accommodations, ensuring the driver is prepared with the appropriate equipment.

Accessibility Standards Compliance

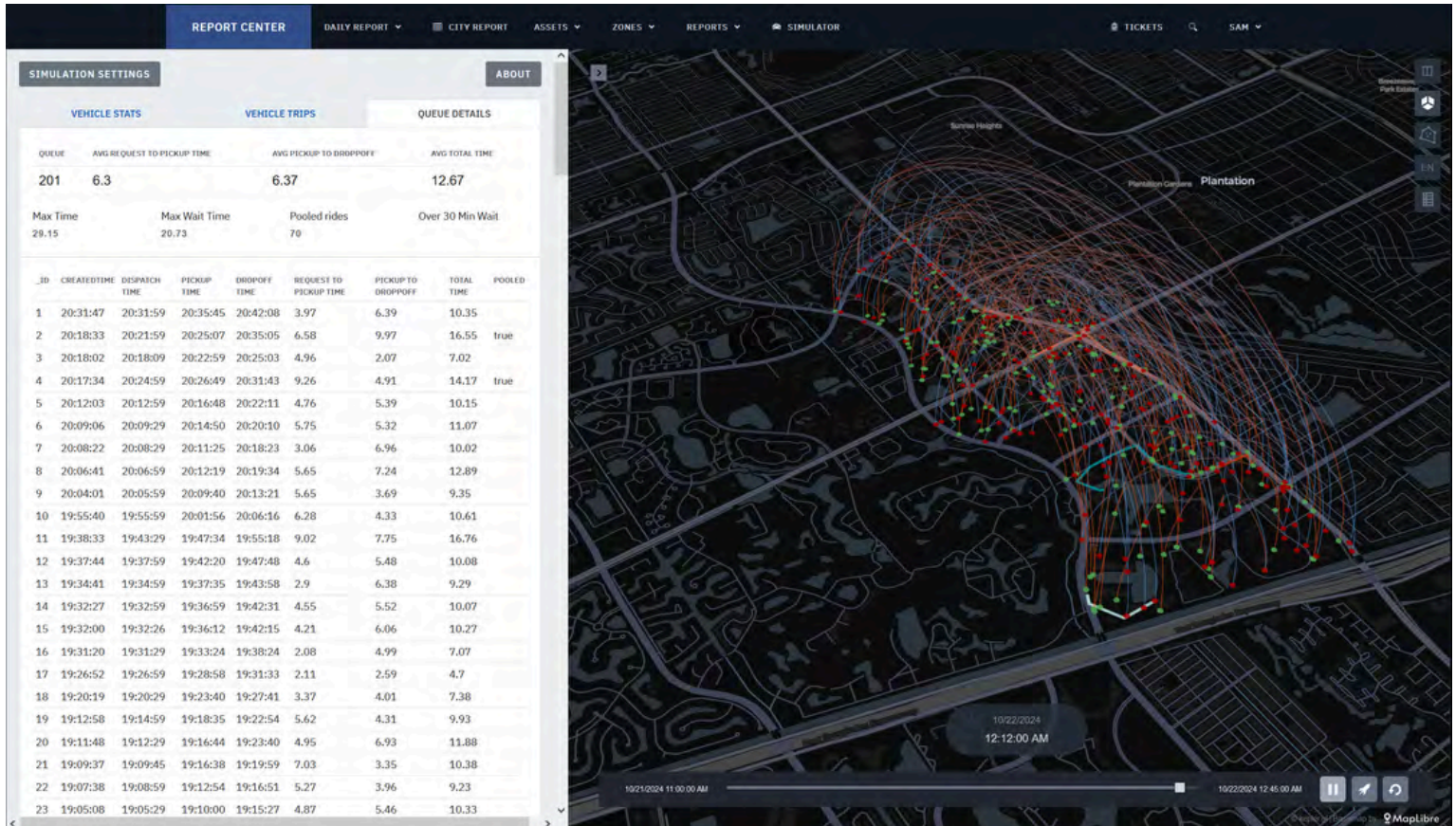
The Smartphone app adheres to and is always working to comply with WCAG-level AA accessibility standards. Our in-house technology team is always following up on app development guidelines from Apple and Google. This commitment ensures that the app is accessible to all users, including those who rely on screen readers and other assistive technologies.

Service Planning Simulator

Freebee's Service Planning Simulator is a powerful tool designed to optimize the planning and expansion of microtransit services. By utilizing real-time data and sophisticated modeling, the simulator enables cities and transit planners to visualize various service scenarios, forecast demand, and assess the impact of route expansions or adjustments in operational hours. This allows for strategic decision-making by simulating the effect of different fleet sizes, service areas, and rider demand patterns, ensuring that any expansion is both efficient and responsive to community needs.

The importance of this tool cannot be overstated when looking to expand service. It provides valuable insights into how changes in service can affect ridership, operational costs, and overall performance, allowing for data-driven adjustments before implementation. This ensures that Freebee's microtransit solution can scale smoothly while maintaining high service levels, cost-efficiency, and customer satisfaction, making it a vital resource for long-term growth planning.

SECTION 2 - Approach to The Scope of Service



SECTION 2 - Approach to The Scope of Service

Data & Reporting

Freebee understands that effective communication and transparency are vital for building a strong partnership with the City of Plantation. To facilitate this, we provide our partners with a custom data dashboard, granting access to all program metrics. Plantation staff will be able to customize reports based on their specific needs, accessible anywhere, at any time. The dashboard visualizes user-friendly reports, including easy-to-analyze graphs, heat maps, and downloadable Excel charts. Our operations and management team is always available during regular business hours to assist Plantation staff with any questions or concerns regarding the portal and their data. Additionally, automated reports will be created and available relative to any time intervals that Plantation staff may request.

Security and privacy are priorities for Freebee. Our systems ensure that personally identifiable information is not shared. Our robust Safety Systems Program Plan standardizes our entire operation, safeguarding the identities of all users. This commitment extends to both internal management and tracking, as well as external partnerships. No one within or outside the company can link a user's profile with the data collected and shared.

In collaboration with the City of Plantation, Freebee will craft a custom dashboard for real-time performance metrics display. Daily, weekly, and/or monthly reports will go beyond standard requirements, offering insights into:

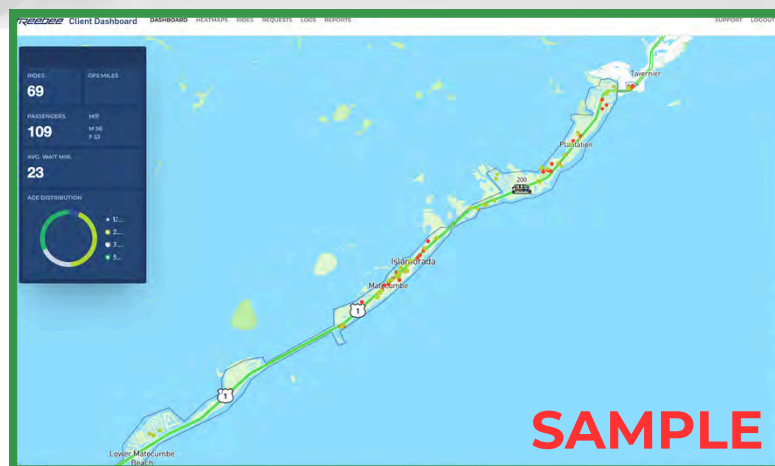
- Completed ridership
- Demographic information
- Origin & Destination information as a heat map
- Trip durations
- Trip request method
- Vehicle occupancy

SECTION 2 - Approach to The Scope of Service

- Vehicle Miles Traveled
- Total hours of operation
- Peak and low ridership hours (including dead volume)
- Level of Service and Headway for ridership
- Average Wait Time
- Average Pickup Time
- Estimated Scope 1 greenhouse gas prevention per passenger and in aggregate
- Average Operator Rating
- Number of Unique Riders
- Cost per ride
- WAV Ridership Data
- Customer complaints, incidents, requests, and accommodations

Dashboard:

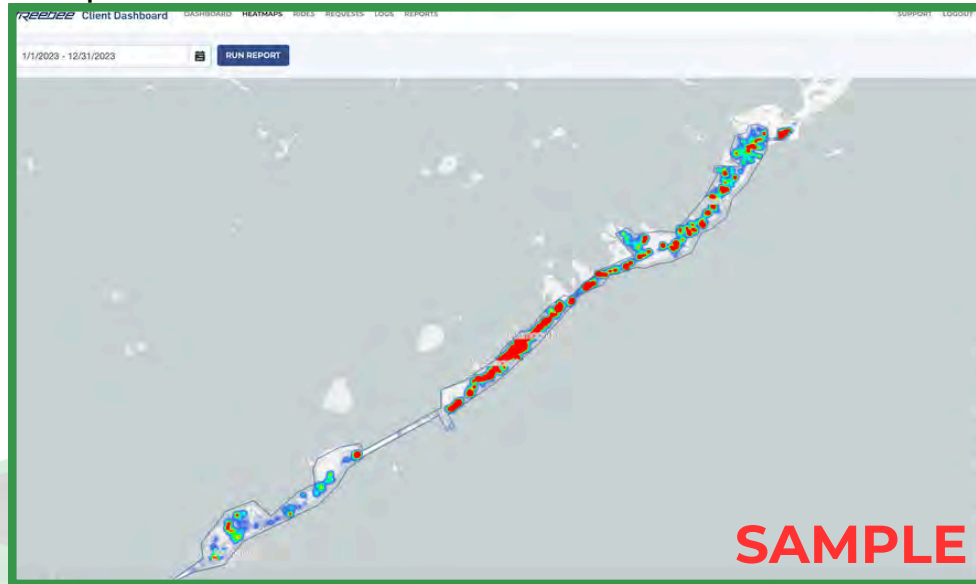
The central hub, serving as the homepage, provides real-time tracking of all vehicles. It offers a comprehensive overview of key daily statistics, including ridership, wait times, male/female count, and age distribution, providing a dynamic and insightful snapshot of the system's daily performance.



SECTION 2 - Approach to The Scope of Service

Heatmaps:

Within this tab, an intricate display unfolds, revealing all pickup and drop-off hotspots within a customizable date range. This feature provides a visually intuitive representation, offering valuable insights into user behavior and service utilization patterns.



Rides:

Within the rides tab, a comprehensive history of every completed ride request is meticulously detailed for any chosen date range. This granular data, rich in information for each ride, can be seamlessly exported to Excel, facilitating streamlined reporting and analysis.

The screenshot displays the 'Rides' tab in the Freebee Client Dashboard. The interface includes a navigation bar with options like DASHBOARD, HEATMAPS, RIDES, REQUESTS, TOOLS, and REPORTS. Below the navigation bar, there's a date range selector set to '1/1/2024 - 1/15/2024' and a 'RUN REPORT' button. The main area shows a table of ride data. The word 'SAMPLE' is overlaid in large red letters in the bottom right corner.

Ride ID	Vehicle	Created	Pickup	Dropoff	Request to Pick...	Drop ...	Pass...	Start ...	End L...	Pickup to Drop...	A...	M...	F...	D...	Type
336907	131 - Villa...	01/15/202...	96075 Cl...	83268 Ov...	31	01/15/202...	2	-80.53441...	-80.61777...	1.5747045	19	1	1	5	app
336933	208 - Villa...	01/15/202...	143 Electr...	69801 Cl...	30	01/15/202...	1	-80.55470...	-80.53798...	0.9411402	25	1	0		app
337007	200 - Villa...	01/15/202...	83268 Ov...	Upper Ma...	2	01/15/202...	1	-80.61772...	-80.63496...	0.5550889	46	0	1	5	app
338339	200 - Villa...	01/15/202...	Old Hwy	83268 Ov...	21	01/15/202...	2	-80.63384...	-80.61757...	1.1626663	28	1	1	5	app
337317	131 - Villa...	01/15/202...	17 Flamm...	81801 Ov...	10	01/15/202...	2	-80.61758...	-80.63388...	0	28	1	1		app
336382	208 - Villa...	01/15/202...	81884 Ov...	87000 Ov...	38	01/15/202...	1	-80.61064...	-80.58886...	0	74	1	0	5	app
338370	208 - Villa...	01/15/202...	81888 Ov...	81410 Ov...	60	01/15/202...	1	-80.63334...	-80.52299...	0.98803897	28	0	1	5	app
335431	200 - Villa...	01/15/202...	218 S Air...	83268 Ov...	25	01/15/202...	1	-80.52093...	-80.61757...	2.5032287	29	1	0	5	app
335645	200 - Villa...	01/15/202...	165 El Ca...	Public Ma...	36	01/15/202...	2	-80.73094...	-80.61757...	1.7180683	2024	1	1		dispatch
335643	200 - Villa...	01/15/202...	81888 Ov...	81400 Ov...	24	01/15/202...	1	-80.63333...	-80.52287...	4.2342057	46	0	1	5	app
335676	200 - Villa...	01/15/202...	131 Bassi...	81644 Ov...	28	01/15/202...	1	-80.55517...	-80.63728...	1.248328	24	0	1	5	app
335747	200 - Villa...	01/15/202...	83268 Ov...	48 High P...	28	01/15/202...	2	-80.61764...	-80.55074...	0.8828855	66	1	1	5	app
335312	200 - Villa...	01/15/202...	87488 Ov...	96790 Ov...	2	01/15/202...	1	-80.56119...	-80.57124...	0.13265517	21	0	1	5	app
337482	200 - Villa...	01/15/202...	Trading P...	125 Gum...	14	01/15/202...	1	-80.63333...	-80.56491...	0.9612544	87	1	0		dispatch
335254	200 - Villa...	01/15/202...	Winn-Dix...	First Bapt...	17	01/15/202...	1	-80.52403...	-80.64206...	1.6293548	2024	0	1		dispatch
337182	208 - Villa...	01/15/202...	96800 Ov...	81573 Cl...	79	01/15/202...	1	-80.63046...	-80.63849...	1.0040735	58	1	0		app
337179	208 - Villa...	01/15/202...	87000 Ov...	81500 Ov...	25	01/15/202...	4	-80.56874...	-80.52400...	0	60	2	0	5	app
337075	208 - Villa...	01/15/202...	84500 Ov...	87200 Ov...	16	01/15/202...	2	-80.60187...	-80.56943...	0.6488911	58	1	0	5	app
337070	200 - Villa...	01/15/202...	164 Villa...	83268 Ov...	17	01/15/202...	1	-80.56930...	-80.61777...	1.1227013	90	1	0		app
339458	131 - Villa...	01/15/202...	First Bapt...	Winn-Dix...	30	01/15/202...	2	-80.64206...	-80.52403...	0.96697783	2024	1	1		dispatch

SECTION 2 - Approach to The Scope of Service

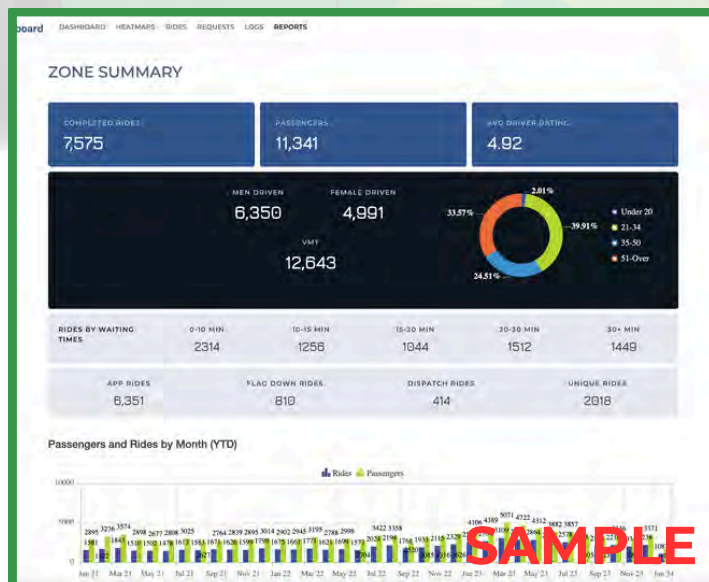
Requests:

The requests tab offers a deep dive into detailed data for any ride that was requested but not completed, providing valuable insights into the dynamics of incomplete ride requests. Additionally, this information is exportable to Excel, ensuring flexibility and ease in further analysis.

Ride ID	Status	Driver Cancel	User Cancel	Created	Pickup	Dropoff
337888	Driver Cancelled	01/15/2024 04:31:30 PM		01/15/2024 04:36:26 PM	81450-81537 Overseas Hwy	80241 Overseas Hwy
337899	Driver Cancelled	01/15/2024 04:34:41 PM		01/15/2024 04:33:18 PM	81532 Overseas Hwy	80091 Overseas Hwy
335827	User Cancelled		01/15/2024 10:54:22 AM	01/15/2024 10:51:58 AM	Old Hwy	83268 Overseas Hwy
335905	User Cancelled		01/15/2024 10:51:49 AM	01/15/2024 10:46:27 AM	Old Hwy	83268 Overseas Hwy
337381	Driver Cancelled	01/15/2024 03:34:24 PM		01/15/2024 03:22:27 PM	91400 US-1	84001 Overseas Hwy
336866	User Cancelled		01/15/2024 02:07:43 PM	01/15/2024 02:01:04 PM	90575 Old Hwy	83268 Overseas Hwy
335640	User Cancelled		01/15/2024 10:01:05 AM	01/15/2024 10:00:39 AM	105 El Capitan Drive, Islamorada	Public Islamorada
337029	Driver Cancelled	01/15/2024 04:05:39 PM		01/15/2024 04:00:12 PM	84801 Old Overseas Hwy	99 Madeira Rd
335446	User Cancelled		01/15/2024 09:18:11 AM	01/15/2024 09:03:19 AM	100 Iniquis Dr	208 Plantation Dr
335323	User Cancelled		01/15/2024 08:28:03 AM	01/15/2024 08:25:50 AM	214 Preston St	120 Parle Salvo Dr
335582	User Cancelled		01/15/2024 01:31:46 PM	01/15/2024 01:11:01 PM	81621 Old Hwy	81996 Old Hwy
336207	Driver Cancelled	01/15/2024 12:09:30 PM		01/15/2024 11:59:37 AM	87435 Old Overseas Hwy	80270 Overseas Hwy
336191	User Cancelled		01/15/2024 11:57:49 AM	01/15/2024 11:57:22 AM	87435 Old Overseas Hwy	87200 Overseas Hwy
336226	User Cancelled		01/15/2024 12:11:27 PM	01/15/2024 12:03:57 PM	91400 Overseas Hwy	83268 Overseas Hwy
338874	Driver Cancelled	01/15/2024 08:12:19 PM		01/15/2024 07:55:07 PM	149 Iniquis St	82100 Overseas Hwy
338870	User Cancelled		01/15/2024 07:58:48 PM	01/15/2024 07:52:19 PM	82749 US-1	175 Tampa Dr
338742	User Cancelled		01/15/2024 07:10:40 PM	01/15/2024 07:07:06 PM	83268 Overseas Hwy	216 S Airport Rd
338249	User Cancelled		01/15/2024 05:32:51 PM	01/15/2024 05:30:05 PM	110 Madeira Rd	83268 Overseas Hwy
338028	User Cancelled		01/15/2024 06:22:57 PM	01/15/2024 06:22:00 PM	83268 Overseas Hwy	80400 Overseas Hwy
338271	Driver Cancelled	01/15/2024 06:50:36 PM		01/15/2024 05:36:56 PM	98 Madeira Rd	80500 Overseas Hwy

Reports:

Within the reports tab unfolds a visually appealing and comprehensive presentation of all high-level Key Performance Indicators (KPIs) for any designated date range. This report mirrors the detailed monthly reporting provided to the City, offering a sophisticated and user-friendly analysis of the essential metrics.



SECTION 2 - Approach to The Scope of Service

Fleet and Driver Management Tools

Driver App

The driver side perspective of the Freebee app is integral to delivering seamless transportation services. Featuring a user-friendly interface and real-time connectivity, the app empowers our professional community ambassador drivers to efficiently navigate routes, pick up passengers, and ensure a top-tier experience in a safe and efficient manner. Leveraging GPS-based IoT systems, drivers remain connected to the platform, enabling swift response to ride requests and route optimization while maintaining direct contact with the Workforce and dispatch team. When a ride is dispatched, it seamlessly integrates into the app, ensuring consistency in service delivery and enabling comprehensive data tracking. The app's backend data collection system captures vital ride details, passenger preferences, and trip histories, enhancing operational efficiency and service personalization. Enhanced safety measures include a cloud-based camera facing inward towards the driver and passengers, adding an extra layer of security and accountability. By equipping drivers with advanced technology and streamlined processes, the Freebee app elevates the overall quality and reliability of our on-demand transportation service.

Freebee's Dispatch Center

Freebee's dispatch phone center, available throughout our operational hours, is a cornerstone of our commitment to accessibility and inclusivity. Staffed by bilingual representatives, fluent in both English and Spanish, this vital service caters to the diverse needs of our passengers, including seniors, individuals with disabilities, and those without smartphones. Our in-house team of Freebee employees manages every aspect of the dispatch center, ensuring that every interaction is handled with care and expertise. Whether it's assisting with route navigation, addressing concerns, or facilitating bookings, our dispatch center provides personalized support and guidance to enhance the overall passenger experience.

SECTION 2 - Approach to The Scope of Service

Community Ambassador Drivers

Our Drivers are the public-facing representatives of the city's commitment to their residents. An "Ambassador" is someone who represents the community and serves as a vital pillar of the social infrastructure in the community. By actively engaging with the community, they provide accurate, up-to-date information, address questions, and share insights about our on-demand micro-transit service.

We recognize the unique value of local knowledge, which is why we hire Community Ambassadors directly from within the community. Their local expertise allows them to provide personalized guidance and solutions that truly resonate with the community. They are deeply familiar with the neighborhood's rhythms, challenges, and opportunities, positioning them as an essential link between the service and the users who rely on it daily.

Our approach centers on collaboration and community empowerment. Community Ambassadors ensure that our service is responsive to local needs by engaging in regular outreach activities, pop-up information sessions, and community events. Their role is vital in maintaining open channels of communication, addressing concerns, and ensuring that every voice is heard and valued.

Hiring locally means our ambassadors have a personal investment in the success of the service. They have firsthand experience with the challenges residents face. By fostering genuine relationships, our Community Ambassadors ensure that the user experience is seamless, focusing not only on service quality but also on cultivating meaningful connections. Their work is ultimately about empowering residents, enhancing convenience, and ensuring our service feels integrated and natural in the community.

SECTION 2 - Approach to The Scope of Service

Each driver will wear a clearly visible name tag and, in line with city preferences, will be outfitted in our company uniform to maintain a polished and professional appearance. We strictly enforce a policy that prohibits the use of mobile phones, headphones, or any other devices that could cause distractions while driving. The only exception, in accordance with the law, is the use of dashboard or windshield-mounted smart devices and Bluetooth-enabled systems necessary for service delivery. This ensures our drivers can remain fully focused on the road while maintaining access to essential tools for providing up-to-date, accurate information to passengers.

Driver Training

Freebee's training program is a cornerstone of its commitment to safety, service excellence, and ADA compliance, with a focus on collision prevention and alignment with Vision Zero and Safe Streets initiatives. Team members, referred to as community ambassadors, are trained not only to provide transportation but to enhance passengers' overall experience and quality of life. This training builds on courses from the Center for Urban Transportation Research (CUTR) at the University of South Florida (USF), supported by the DOT. Freebee further incorporates street-calming techniques, encouraging drivers to adopt safe driving habits that slow traffic and expand their field of vision, creating a more observant and aware operation.

Freebee's training program also plays a critical role in ensuring compliance with ADA requirements. All drivers are trained to assist passengers with disabilities, providing curb-to-curb assistance and promoting unity and integrity among all community members through equitable transportation. Before operating any Freebee vehicle, employees must complete and pass the "Disability Etiquette for Transit Operators" course, paratransit training, and the "Securement" lessons provided by the developers of the securement devices in all Freebee vehicles. Additionally, Freebee drivers must complete a custom "Freebee Wheelchair Lift Operation" course along with in-person training on restraint and lift operations.

SECTION 2 - Approach to The Scope of Service

In collaboration with the City of Plantation, Freebee will provide expert trainers with deep knowledge of the company's technology and systems, including veteran team leaders and Operations Managers. The training plan will include a mix of remote and on-site sessions, tailored to the needs of staff, and scheduled during regular business hours for optimal participation. Detailed user manuals, the Freebee Handbook, and the Freebee SSPP will be provided to ensure all team members have a thorough understanding of the system. Freebee also commits to regularly updating training materials and delivering the latest documentation to Plantation as needed, ensuring ongoing compliance with FDOT, OSHA, and 14-90 reporting requirements.

Fleet (Fleet Standard)

Plantation's micro transit service brings forth a new era of sustainable transportation with its implementation of a 100% electric fleet, consisting of cutting-edge Tesla SUV's and ADA Wheelchair accessible vehicles. By leveraging these environmentally-friendly vehicles, the City of Plantation not only revolutionizes the way people travel but also prioritizes the health of our planet. The utilization of electric vehicles significantly reduces greenhouse gas emissions and air pollution, leading to cleaner and healthier communities. Additionally, the integration of advanced technologies and high-performance vehicles like the Tesla SUV ensures an efficient and reliable transportation experience for passengers. With Plantation's commitment to sustainability and innovation, we are not only reshaping the transportation landscape within the City but also paving the way towards a greener and more eco-conscious future.

Based on the budget outlined in the RFSP, our Phase 1 Midtown service will operate with a fleet of three (3) vehicles. We recommend a fleet consisting of three (3) Tesla SUVs, along with one (1) ADA-compliant wheelchair-accessible Toyota Sienna vehicle to accommodate passengers with special needs. This ADA vehicle will also serve as a backup in the event that one of the primary vehicles requires maintenance, ensuring uninterrupted service and full accessibility for all riders. We have also considered alternative options for a secondary ADA vehicle. However, based on the size of the service zone and our commitment to delivering the most cost-effective solution for the City, we strongly recommend the Toyota Sienna over the Lightning Transit Passenger Van. This choice ensures optimal performance and value while meeting the City's needs.

SECTION 2 - Approach to The Scope of Service

Tesla Sedan

Tesla Sedan is one of the safest SUVs ever built and provides a unique experience for anyone who steps foot within the vehicle. This all-electric luxury SUV has an interior with spacious seating with the largest all- glass panoramic windshield in production. The vehicle is rated highly for safety with a 5 out of 5 by the National Highway and Traffic Safety Administration (NHTSA). Tesla's powertrain is the best in class and delivers unparalleled performance in all weather conditions. The Tesla will allow for top operating capacity, with a battery range of over 250+ miles and the ability to recharge 50% of the battery within only 15 minutes.

- All-electric drivetrain
- Long-range battery options
- Fast charging capabilities
- Advanced autopilot and self-driving features
- Large touchscreen display for vehicle controls and entertainment
- Over-the-air software updates for continuous improvement
- Superior safety ratings
- Spacious interior with ample cargo space
- High-performance acceleration and handling
- Minimalist design with premium materials
- Integration with mobile app for remote monitoring and control
- Built-in navigation system with real-time traffic updates
- Enhanced security features like sentry mode and cabin camera surveillance.



SECTION 2 - Approach to The Scope of Service

Toyota Sienna Hybrid 2023 XSE

The bold accents and athletic stance of the 2023 XSE Toyota Sienna will show passengers that functionality and style aren't mutually exclusive. Passengers who request accommodations will receive the same level of luxury service they deserve and should expect to receive. The 2023 Toyota Sienna is currently the only AWS hybrid vehicle within the US that meets and exceeds ADA compliance with the FMTS compliance standards requirements for the National Mobility Equipment Dealers Association (NMED).

- 4 ambulatory passenger seats
- Integrated backup camera
- Pre-collision automatic braking
- Low easy access Side loading for wheelchair accommodations
- Oxygen tank holder
- WC-18 wheelchair restraints & adjustable shoulder/lap belt
- Restraints for Walkers and Canes
- Fire Extinguisher
- Spill kits
- First Aid Kit
- Safety triangles
- Black heated power outside mirrors with blind spot warning indicators
- Hands-free dual power sliding side doors with jam protection
- Retractable row for additional seating when not in use for wheelchair accommodation.



SECTION 2 - Approach to The Scope of Service

Ford Lightning Transit Van

The Lightning Motor Electric, Zero Emission Ford Transit Passenger Vans are 100% electric with a seating capacity of up to 12 ambulatory passengers, which goes down to 5 ambulatory passengers when transporting two people in a wheelchair. The vehicle is rated highly for safety with a 4 out of 5 by the National Highway and Traffic Safety Administration (NHTSA). This vehicle is an ideal vehicle for fixed route service and special events due to its size, safety, and functionality.

- Top Speed: 65 MPH (Electronically Limited) Insert Van
- Braking: Regenerative
- Level 2 and Level 3 Charging Capability
- Folding door with extended steps
- Slip Resistant floors and handrails
- Certified Braunability Wheelchair lift
- Oxygen tank holder
- WC-18 wheelchair restraints & adjustable shoulder/lap belt
- Restraints for Walkers and Canes
- Back-up Camera



Freebee's vehicles, adhering to stringent codes and standards, meet or exceed safety regulations and manufacturer guidelines. Our vehicles are consistently maintained for operational excellence, with any issues resulting in prompt replacement.

SECTION 2 - Approach to The Scope of Service

Compliance with Codes and Standards

Vehicles used for service provision will adhere to all relevant local, State, and Federal Codes, safety standards, and laws. They will meet or exceed the manufacturer's safety and mechanical standards applicable to the specific vehicle model utilized under this contract.

Maintenance and Operational Condition

All vehicles and associated equipment will be consistently maintained in full operational condition, adhering to the manufacturer's recommended maintenance guidelines. Anytime a vehicle does not meet these standards, it will be pulled from operations and replaced with a spare vehicle until fixed.

Exterior Appearance

The vehicles supplied shall have exteriors consistently maintained in a clean condition, free from grime, oil, or any other substances. The exterior surfaces shall be kept in good repair, without cracks, breaks, dents, or significant paint damage that would negatively impact the vehicle's appearance. Our in-house design team will work in partnership with the City to develop attractive vehicle wraps that effectively represent the identity of the Transit system.

Interior Cleanliness and Comfort

The interior of all vehicles will be clean and free from torn floor coverings, damaged or broken seats, and protruding sharp edges. Seats will be adequately padded and comfortable for passengers.

SECTION 2 - Approach to The Scope of Service

Marketing Plan

The Plantation micro transit service, powered by Freebee, is set to revolutionize mobility in the community with a dynamic and innovative marketing approach. Utilizing our in-house creative, marketing, and video production teams — from skilled designers to marketing strategists and videographers — Freebee has developed a proprietary ridership outreach strategy that has consistently increased ridership across our operating zones.

As we introduce the Plantation micro transit service, here are some of the multifaceted strategies we plan to implement:

Press Releases and Media Engagement

We will actively engage the press to keep the community informed and excited about the upcoming services. This includes press releases, media coverage, and interviews to generate anticipation and awareness.

Direct Community Engagement

Our team will conduct in-person visits to businesses, offices, residential complexes, hotels, places of worship, and assisted living facilities to meet, engage, and educate the community about how the Plantation micro transit service enhances local mobility.

Plantation Branded Brochures

These will be strategically placed in high-traffic areas, offering clear, concise information about the service, how to request a ride, and a detailed map of the service area.

Community Ambassadors

Dedicated professionals will continually educate commuters and residents about the new service, addressing questions and providing insights.

SECTION 2 - Approach to The Scope of Service

Targeted Social Media Campaigns

Expertly designed campaigns will geographically target and engage potential riders, leveraging the power of digital platforms to maximize reach and impact. These campaigns will highlight the benefits of the service and promote special offers and updates.

Vehicle Wrapping and Branding

All Freebee vehicles will be wrapped in a design consistent with the existing Transit service, ensuring brand continuity and visibility. Our in-house design team will collaborate with the City to create visually appealing wraps that reflect the Transit's identity.

Additionally, Freebee enhances this model by partnering with local businesses to offer them free advertising on the Ride Freebee mobile app. This platform allows businesses to offer exclusive deals and discounts, attracting more passengers to their locations—a service provided courtesy of the City of Plantation. Moreover, the app promotes public services such as parks, farmers' markets, and special events, further enriching community life and increasing the visibility of the on-demand transit service.

Prior to the launch in Plantation, Freebee and the City will establish a comprehensive marketing and promotional plan. All marketing collaborations will require the City's approval, ensuring that all promotional materials are reviewed and approved by the City before their use. This holistic marketing approach not only elevates the visibility of the service but also fosters a deeper connection with the community, setting the stage for a successful launch and sustained growth in ridership.

SECTION 2 - Approach to The Scope of Service

See below for our phased marketing strategy pre launch, during launch, and after launch:

Pre-launch Phase:

Identify Target Ridership Audience:

Conduct comprehensive market research to identify the primary target audience for the Plantation micro transit service, including commuters, students, tourists, and local neighborhood residents.

Partnerships and Community Engagement:

Forge strategic partnerships with local businesses, stakeholders, and community organizations to enhance service visibility and engagement.

Public Relations:

Develop and distribute press releases to local media outlets, highlighting the unique benefits and features of the service. Secure media coverage through interviews and feature stories to generate excitement and anticipation.

Digital Presence:

Leverage social media platforms, local online forums, and targeted online advertising to connect with the local community and build anticipation for the service.

Activations:

Deploy a local street team to engage and educate about the upcoming service at events and places where potential riders gather.

SECTION 2 - Approach to The Scope of Service

Launch Phase:

Promotional Campaigns:

Roll out a multi-channel marketing campaign encompassing traditional and digital marketing channels to maximize reach and impact.

Launch Event + Ribbon Cutting:

Organize a high-profile launch event to generate buzz and engage the local community. Include a ribbon-cutting ceremony to mark the official launch of service.

Continued Community Engagement:

Maintain active engagement with the community through collaborative efforts, joint promotions, sponsorships, and participation in local events.

Continued Activations:

Sustain efforts to engage and educate residents, workers, and visitors about the benefits and convenience of using micro transit for their transportation needs.

First Six Months:

Localized Marketing Collateral + Distribution:

Develop visually appealing and informative marketing collateral such as brochures, pamphlets, and posters tailored to the local community. Distribute these materials across key locations to raise awareness of Plantation's new service.

Ongoing Community Engagement:

Actively participate in local events, festivals, and community gatherings to foster connections and promote micro transit as a convenient and eco-friendly mobility option.

SECTION 2 - Approach to The Scope of Service

User-generated Content with Local Influencers:

Encourage riders and local influencers to share their positive experiences on social media platforms using designated hashtags.

Data-driven Optimization:

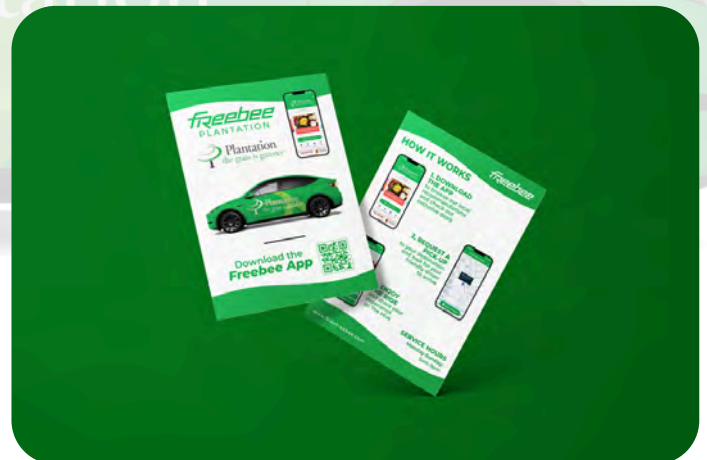
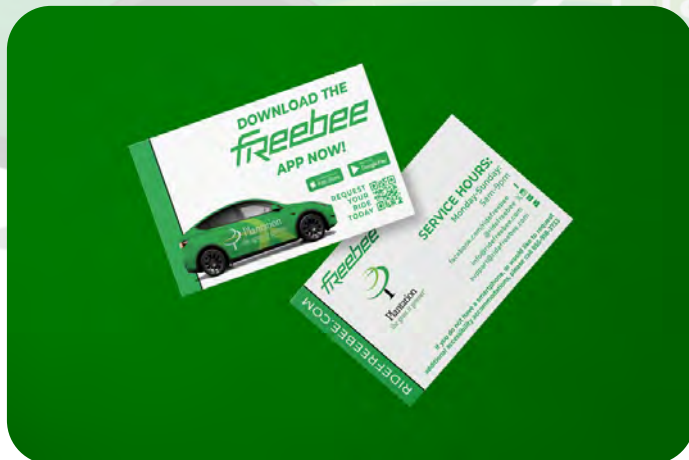
Continuously analyze ridership data, including peak usage times and customer feedback, to optimize service operations and enhance the overall user experience.

Customer Feedback Surveys:

Establish various channels for customers to provide feedback, including in-app surveys, email, or dedicated feedback forms, to gather insights.

Partnerships and Local Endorsements:

Strengthen partnerships with local influencers, community leaders, and businesses to amplify brand endorsements and increase service visibility within the community.



SECTION 2 - Approach to The Scope of Service

Economic Resilience Strategy

The most powerful marketing tool Freebee utilizes to market the service and increase ridership is the technique of utilizing the existing Social Capital of the community. Freebee does this by serving as an Economic Resiliency tool for local businesses.

Freebee achieves this technique by utilizing Social Capital by developing partnerships with all the local businesses in the area and providing them with free advertising through the mobile app. Each business has the capability to offer our riders exclusive deals and discounts on the platform, which in turn, helps to physically drive traffic back to their locations again. This promotion is free to all local businesses and communicated that it is provided courtesy of the City of Plantation. The mobile app platform provides the same value in promoting public services like parks, farmers' markets, special events like ribbon cuttings, the library, health services, and rapid transit connectivity. This strategy in turn provides a compounding effect by utilizing the marketing influence of all partnering local businesses to promote the new micro transit service and increase ridership.

Customer Service

Freebee's customer service procedures are designed for swift and efficient resolution of all inquiries, ensuring a seamless experience for riders while relieving our clients of any additional workload. We offer a comprehensive approach to receiving and addressing concerns through multiple channels, including web inquiries, direct messages, social media, and in-app reviews. Once a complaint or inquiry is received, it is promptly logged into our customer service system to ensure that every issue is tracked and handled with care. Freebee is committed to addressing all customer service inquiries within 24 hours at the latest, with most being resolved within 1-2 hours.

SECTION 2 - Approach to The Scope of Service

Our customer service team is thoroughly trained to handle inquiries across all platforms, prioritizing timely and empathetic responses, without requiring any intervention or support from our clients. For more complex issues, matters are escalated to senior staff to ensure they receive specialized attention. Post-resolution, we actively seek customer feedback to measure satisfaction and continuously improve our services. This structured, inclusive, and responsive approach highlights Freebee's commitment to delivering exceptional customer service while allowing our clients to focus on their core priorities, as we take full responsibility for handling and resolving all rider concerns.

Safety Compliance Plan

Freebee's safety compliance stems from the Freebee System Safety Program Plan, necessitating comprehensive steps to ensure the safety and security of all personnel and property. Freebee provides extensive training and utilizes all necessary safety precautions and devices in connection with delivering the service. The purpose of this plan is to ensure that Freebee delivers its passengers safe, reliable, and efficient micro transit services. This plan details the key operational control measures and procedures that Freebee implements to meet its operational objectives and enhance service quality. This operations and maintenance plan applies to all facets of Freebee's micro transit services, encompassing vehicles, drivers, customer service, and day-to-day operations.

Freebee's operational objectives are to:

- Ensure the safety of its passengers and drivers at all times.
- Provide reliable and on-time service.
- Deliver exceptional service and support.
- Maintain clean and well-maintained vehicles.
- Continuously enhance service quality based on feedback and data analysis.

SECTION 2 - Approach to The Scope of Service

To achieve its operational objectives, Freebee will implement the following control measures:

- Conduct background checks and thorough training for all drivers to ensure they are qualified and capable of delivering safe and reliable service.
- Implement regular vehicle maintenance schedules to keep vehicles in optimal condition and reduce the likelihood of breakdowns or accidents.
- Monitor and track service performance, including on-time performance, driver behavior, incidents, and passenger feedback, to identify areas for improvement and take corrective action when necessary.
- Provide ongoing customer service training to drivers and support staff to ensure they are equipped to handle passenger inquiries, complaints, and issues in a professional and satisfactory manner.
- Maintain and enhance the Freebee dashboard for collecting and analyzing passenger feedback, including complaints and suggestions, to identify trends and areas for improvement.
- Review the SSPP annually and update it as necessary.
- Monitor current industry standards and trends.

Operations Assurance Procedures

To ensure that its operational control measures are effectively implemented, Freebee will:

- Conduct regular audits and inspections of vehicles, drivers, and operations to ensure compliance with safety, quality, and regulatory standards.
- Monitor and analyze key performance indicators (KPIs) related to safety, reliability, customer service, and operational efficiency to identify areas for improvement and take corrective action when necessary.
- Conduct regular training and refresher courses for drivers and support staff to ensure they are up-to-date with the latest safety and quality standards and protocols.
- Establish an operations assurance team responsible for monitoring and improving service quality, as well as responding to passenger complaints and issues.

SECTION 2 - Approach to The Scope of Service

Maintenance Procedures

Daily preventative maintenance checks designed as Pre and Post-shift Vehicle Inspection checklists are built into the driver side of the mobile app and must be completed before the driver can access ride requests. The checklist ensures that the vehicles are in safe and proper working condition. In addition to the checklist, all staff are trained on how to clean and sanitize the vehicle at the beginning and end of every shift. A more thorough performance maintenance check will be performed quarterly on all vehicles by a trained staff member. All maintenance, incident, and mechanical activity are logged within the Freebee platform and transparently shared with partnering municipal staff. In the event of an incident or mechanical issue with a vehicle, a spare vehicle will be dispatched within the same day or the following day relative to the time of the incident. Through this comprehensive approach, Freebee aims to provide ongoing transportation services that maintain a high standard of system safety, are reliable and efficient, and meet industry standards along with state and federal requirements.

Incident Response

To address service interruptions and ensure minimal disruption to the City of Plantation's transportation services, Freebee will implement a comprehensive and responsive protocol. This protocol prioritizes rapid communication with the City, efficient vehicle repair or replacement, and transparent communication with passengers. In case of service interruption, staff members who become aware of the issue are tasked to alert our control center, which may also be activated automatically by sensors within vehicles.

SECTION 2 - Approach to The Scope of Service

This contact evaluates the situation and communicates the details to drivers. Drivers are responsible for relaying this information to passengers and providing alternatives if available. In the event of an accident involving a Freebee vehicle, drivers must first ensure the safety of everyone involved, contact emergency services if needed, and report the accident in more detail to the control center. Drivers are also tasked with setting up safety measures at the scene and gathering pertinent information for documentation. For incidents that could impact safety or operations, employees are to promptly notify the control center, which will then coordinate the response depending on the nature of the incident.

All information about the incident will be documented and maintained as outlined in the Freebee SSPP and shared with The City of Plantation's staff. Furthermore, Freebee emphasizes regular training for all employees to ensure preparedness. The plan will be reviewed and updated annually, and all records will be securely maintained in compliance with the FDOT, OSHA, City of Plantation, and company policies.

Consistent communication of the plan is essential to ensure familiarity with roles and responsibilities. All incidents, accidents, or service interruptions will be communicated to all stakeholders as soon as technically possible and no longer than 24 hours. A compilation of all incidents, accidents, and service interruptions, if any, will be communicated with all stakeholders at or before each monthly reporting period and reviewed by the Freebee accident and incident committee for actionable steps.

SECTION 2 - Approach to The Scope of Service

Immediate Notification

Upon any service interruption, Freebee will notify The City of Plantation immediately, providing detailed information about the nature and extent of the interruption. This ensures that the City is fully informed and can assist or advise on mitigation strategies if necessary. If there is an incident of any scale, our protocol ensures that local authorities are contacted right away after the driver enacts their safety and first-aid training protocols. Following the response to local authorities, the vehicle operator will contact their service area manager and notify the dispatch team, "Workforce," through the driver-side application and directly calling them.

Rapid Resolution Efforts

Freebee is committed to using its best efforts to resume service as swiftly as possible, aiming for a resolution and service resumption within one hour from the time of interruption. This includes prioritizing vehicle repair or replacement with a spare vehicle to ensure minimal downtime.

Vehicle Replacement Strategy

Should a vehicle require repairs that are not immediately rectified, Freebee will deploy a replacement vehicle from a reserve fleet to maintain service continuity. This strategy ensures that service interruptions are kept to a minimum and that passengers experience as little inconvenience as possible. Freebee is uniquely qualified for this with our over 200 vehicles concentrated in South Florida and our in-house vehicle branding team. Freebee has the least points of failure in immediate response compared to any other provider here locally.

Compensation Policy

Freebee acknowledges that no compensation will be provided for any period during which services are interrupted. The focus will be on minimizing the duration of service interruptions to mitigate financial impact and maintain service quality and reliability.

SECTION 2 - Approach to The Scope of Service

Passenger Notifications

During any service interruption, a passenger-friendly message will be displayed on Freebee's mobile application. This message will inform passengers of the reason for the service interruption and, importantly, provide an estimated time when service will be resumed.

Transparency and Updates

The message will be clear, concise, and updated as more information becomes available or as the situation evolves. This service powered by Freebee aims to maintain trust and transparency with its users, recognizing that effective communication is key to passenger satisfaction during unforeseen service disruptions. Our approach to managing service interruptions in The City of Plantation is designed to ensure rapid response, minimal disruption, and clear communication with both the City and our passengers. By implementing these protocols, Freebee aims to uphold high standards of service reliability and passenger care, even in the face of unexpected challenges.

Timeline for Launch

Freebee is prepared to deliver a comprehensive, turnkey solution for the successful launch and ongoing management of Plantation's micro transit service. As a full-spectrum operator, we handle every aspect required to create a dynamic transportation environment—from developing a user-friendly mobile application customized for the City of Plantation, to recruiting and training professional W-2 drivers. We also manage vehicle procurement, maintenance, and the oversight of physical operations facilities, ensuring a smooth and efficient service.

SECTION 2 - Approach to The Scope of Service

The introduction of micro transit follows a strategic, phased rollout plan. This begins with a thorough planning phase to define service objectives, target key demographics, and solidify operational requirements specific to the City's needs. The next stage focuses on the Technology Setup, where we establish a robust technological infrastructure to support efficient micro transit operations. This includes customizing the mobile app and configuring backend systems to provide a seamless, integrated service experience for all users.

By managing all operations in-house and minimizing reliance on third-party services, Freebee maintains full control over quality and performance. This ensures that the City of Plantation receives a reliable, efficient, and community-focused micro transit solution designed to enhance connectivity and improve quality of life throughout the city.

To ensure the successful and timely launch of Plantation's micro transit service, we have outlined a detailed and strategic plan:

Phase 1: 2-4 Weeks

Planning Phase: In the first phase, the team will define the service objectives, identify target demographics, and ensure all vehicle procurement, service area mapping, and operational requirements are in place. This phase will include conducting thorough market research to understand the community's needs and address potential challenges proactively.

Charging Station Location and Permitting: Initial planning for charging station locations and the necessary permitting will also commence during this week, ensuring timely and efficient installation to support the electric fleet.

SECTION 2 - Approach to The Scope of Service

Phase 2: 2-4 Weeks

Technology Setup: In this phase, the mobile development team will establish the critical technology infrastructure to support the microtransit service. This includes configuring the mobile app, implementing backend systems for real-time vehicle tracking and dispatch, and integrating reporting, processing, and customer support features customized for the City of Plantation. These systems ensure seamless operations and a user-friendly experience for all riders.

Community Ambassador (Driver) Recruitment: We will begin the recruitment process to identify and onboard highly skilled driver ambassadors, who are key to the success of the service. Our focus will be on selecting individuals with exemplary driving records, strong customer service skills, and a steadfast commitment to safety.

Community Awareness and Engagement Planning: At the same time, we will begin developing targeted marketing campaigns and community outreach strategies. This will involve planning events, forging partnerships, and coordinating media engagement to build widespread awareness and excitement for the upcoming launch of the service.

Phase 3: 2 Weeks

Community Ambassador (Driver) Training: Training for newly recruited drivers will start immediately, covering essential areas such as mastery of our advanced technology platform, customer service excellence, rigorous safety protocols, and operational best practices to ensure a smooth and safe launch.

Community Awareness and Engagement Implementation: We will kick off our planned marketing and community engagement activities, officially introducing residents to the **Plantation Connect** service. These efforts will encourage the community to explore and embrace this new, convenient transit option.

SECTION 2 - Approach to The Scope of Service

Phase 4: 2 Weeks

Community Ambassador Training Completion: All training modules will be finalized, ensuring our team is fully equipped to provide exceptional service from day one. Our staff will be well-prepared to deliver a smooth and efficient rider experience, with a strong focus on customer service and safety.

Soft Launch: The service will undergo a soft launch, operating at a reduced capacity to test functionality, address any technical adjustments, and gather valuable user feedback. During this controlled phase, the operations team will closely monitor performance, making real-time adjustments to ensure the service runs smoothly and meets community expectations.

Phase 5: (Launch by July 1st, 2025):

Official Launch: In the final week of June 2025, Freebee will finalize all service preparations, including vehicle inspections, tech checks, and route optimization. The service will officially launch with a **ribbon-cutting ceremony on or before July 1st, 2025**. This event will mark the formal debut of the micro-transit service to the public, reinforcing community engagement and showcasing the benefits of the service.

SECTION 2 - Approach to The Scope of Service



SECTION 2 - Approach to The Scope of Service

Service Level Data

At Freebee, we are committed to delivering an exceptional transportation experience that aligns with the highest standards of service and sustainability. Our approach focuses on providing seamless, efficient, and environmentally responsible mobility solutions. We recognize that to build trust and satisfaction with our riders and the community, we must consistently meet and exceed key service performance metrics.

To that end, we are dedicated to achieving excellence in the following areas:

- a. **Average Wait Time:** We strive to keep average wait times as short as possible, aiming for minimal delays and ensuring that riders can rely on timely pickups for an efficient and convenient experience. We are committed to ensure average wait-time stays within 10-15 minutes of request.
- b. **Average Trip Rating:** We commit to maintaining high satisfaction levels, targeting an average trip rating of 4.9 stars (out of 5) or higher across all service areas, ensuring passengers consistently experience safe, comfortable, and enjoyable rides.
- c. **Average Time to Resolve Complaints:** Our goal is to resolve all customer complaints within 24 hours, with the majority addressed within 1-2 hours, ensuring prompt attention to any issues and maintaining a high level of customer satisfaction.
- d. **Average Response Time to Calls and Emails:** We are committed to responding to all calls and emails within 24 hours, ensuring clear and fast communication with our riders and community members.
- e. **Maximum Percentage of Missed, Declined, and Cancelled Trips:** We aim to keep the percentage of missed, declined, or cancelled trips by Freebee below 5%, ensuring that the vast majority of ride requests are fulfilled and that riders can count on reliable service.

SECTION 2 - Approach to The Scope of Service

f. **Percentage of Trips in Low-Emissions Vehicles:** In support of our commitment to sustainability, we will ensure that 100% of trips are completed in low-emission vehicles, contributing to a cleaner and greener environment.

g. **Percentage of Trips Served in Hybrid/Electric Vehicles:** We are dedicated to reducing our carbon footprint and will ensure that 100% of trips are conducted in hybrid or electric vehicles, further promoting eco-friendly transportation solutions.

Enhanced Value Innovative Concepts

Local Business Focus – Economic Development

Freebee's platform goes beyond transportation by serving as a localized community guide that actively promotes local businesses, city events, and public service announcements—all at no cost. As the only platform in the world that offers this unique feature, Freebee provides free advertising to all local businesses, giving them a direct channel to reach riders and community members. Through the “Ride Freebee” mobile app, businesses can engage users with exclusive deals, discounts, and recommendations, increasing foot traffic and encouraging people to shop locally rather than ordering from neighboring cities. This approach helps keep local dollars circulating within the community, fostering economic growth.

Moreover, the platform is a dynamic resource for the City of Plantation, allowing the city to promote local events, city services, and public announcements directly to residents and visitors. From highlighting upcoming city events and park activities to sharing health services and library updates, Freebee's platform ensures that community members have access to essential, localized information at their fingertips. By creating this integrated system that benefits both businesses and public services, Freebee supports the overall growth of the local economy while enhancing the community's connectivity and engagement. The platform's unique ability to combine transportation with economic development and city promotion sets it apart as a vital tool for community growth and engagement.

SECTION 2 - Approach to The Scope of Service

Freebee offers more than just transportation. It offers way to bring communities together!

COMMUNITY OUTREACH – Strengthening Local Business Connections



Through hands-on community outreach, Freebee engages directly with local businesses, HOAs, and hotels to spread awareness about our services. By going door to door, we foster personal connections, distribute valuable marketing collateral, and educate the community about how Freebee supports local commerce and economic development.



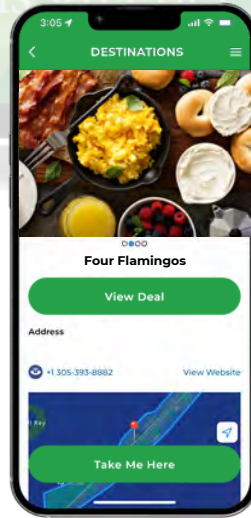
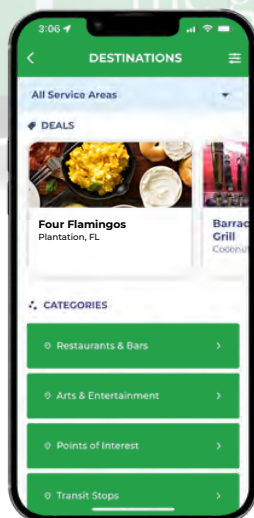
*hours
spent in
the field
each year*

APP INTEGRATION – Supporting Local Business Growth

Freebee's mobile app is more than just a ride-hailing tool — it actively promotes local businesses by offering users exclusive deals and direct transport to business locations. This seamless integration between mobility and commerce not only supports economic development but also enhances community engagement by making it easier for users to explore and support nearby businesses.



Business Profiles



SECTION 2 - Approach to The Scope of Service

Community Engagement

At Freebee, community engagement is central to our micro-transit service. We aim to be more than just transportation. We strive to be an integrated part of residents' daily lives, ensuring everyone feels heard and valued.

Freebee engages through regular outreach, pop-up information sessions, local events, and open communication channels. By being present, we understand and adapt to each neighborhood's unique needs. This involvement helps us tailor our service to fit naturally into the community.

Our focus on community relationships goes beyond providing rides. We actively listen to residents, gather feedback, and adapt our solutions to reflect their input. This approach empowers residents and gives them a sense of ownership.

Freebee collaborates with community stakeholders to keep our service flexible and responsive. This adaptability helps ensure our transit solution evolves with the community, enhancing convenience and fostering connection.

The result is a user-centered service that builds community pride and partnership. Residents become partners in shaping their transit options, making Freebee a valued community asset that enriches everyone involved.

SECTION 2 - Approach to The Scope of Service

Freebee offers more than just transportation. It offers way to bring communities together!

TRADE SHOWS – Showcasing Innovation in On-Demand Microtransit



As a leader in on-demand microtransit, Freebee provides best in-class knowledge and findings by actively participation in trade shows and industry conferences. By showcasing our innovative, sustainable transportation solutions, we drive economic development and demonstrate our commitment to cutting-edge mobility options that enhance urban planning and community connectivity.



Annual Trade Shows



Annual Presentations

COMMUNITY EVENTS – Driving Local Engagement & Awareness

Freebee is proud to be a vital part of local communities, actively participating in parades, holiday events, and neighborhood celebrations. These events not only highlight our dedication to community engagement but also create direct opportunities to promote local economic growth by connecting residents and visitors to nearby businesses and attractions.



Annual Events



SECTION 2 - Approach to The Scope of Service

Additional Resources Available

Freebee's business success is deeply rooted in closely woven community relationships that form the foundation of trust our service thrives on. This strong community engagement has facilitated a steady and organic geographic expansion from our founding communities, allowing us to build a model of growth that is both authentic and reliable. This approach enables us to implement accurate, timely, and nearly autonomous solutions and enhancements that often go unnoticed due to the seamless nature of our operations that flows so smoothly. As a result of this success, we have consistently focused on incrementally enhancing our existing service areas and nurturing our relationships within those communities, because this is our home as well.

Logistically, this integration enables an extensive network of vehicles, staff, mechanics, and resources strategically positioned at the ready all around the City of Plantation in every direction. With a larger resource pool than any other on-demand micro transit operator in the region, Freebee is uniquely equipped to meet the diverse transportation needs of the community. The main office, located north of Miami, ensures that a significant number of vehicles and trained staff are readily available to address any logistical requirements efficiently. This robust infrastructure not only facilitates seamless operations but also includes safe storage solutions for vehicles during emergencies, such as flooding and hurricanes, thereby reinforcing Freebee's commitment to reliability and community support in times of need.

SECTION 2 - Approach to The Scope of Service

Plantation Service Team

The Freebee Plantation Service Area Project Team is carefully structured to ensure top-tier service delivery and operational excellence. Each team member plays a critical role in enhancing the efficiency of our microtransit services. Chris Walker, as the Performance Territory Manager, will oversee daily operations, ensuring customer satisfaction and optimizing performance metrics. Team Leaders will provide logistics support and maintain a strong community presence with 40 hours a week on-site. Our Community Ambassadors, trained to offer exceptional customer service, will not only operate the vehicles but also serve as knowledgeable representatives of the community. John Janusz, as the Economic Development Manager, will focus on connecting service users with local businesses to boost foot traffic and engagement.

Freebee's team development strategy is rooted in years of experience delivering successful microtransit services across South Florida. Our approach is strengthened by our deep understanding of the local workforce, allowing us to assemble a team that is both highly effective and adaptable to community needs. A key aspect of our philosophy is hiring local talent, who bring an inherent understanding of the area's culture and transportation patterns. This not only improves service quality but also fosters trust with riders and supports the local economy.

This team structure ensures Freebee provides robust, day-to-day operational support tailored to the unique needs of Plantation. Further details about our Key Staff and their roles will be outlined in Section 4 of the proposal.

SECTION 2 - Approach to The Scope of Service

Cost Containment Strategies

Freebee is dedicated to implementing effective cost containment strategies to ensure the long-term success and sustainability of our partnerships with municipal clients. Through a combination of strategic vendor relations, in-house management, electric vehicle operations, and innovative revenue models, we consistently reduce operational costs while maintaining high-quality services. Key cost containment strategies include:

Incentives and Grants: Freebee actively pursues federal, state, and local incentives and grants aimed at promoting electric vehicle adoption and innovative transit solutions. These financial incentives help offset both initial capital investments and ongoing operational expenses. For example, we have successfully assisted municipalities in securing Department of Transportation (DOT) grants that now cover 50% of operational costs for the next three years. In addition, Freebee has dedicated in-house teams that will work closely with the City of Plantation to identify and maximize grant opportunities, ensuring that the city benefits from all available funding to support its transportation initiatives.

Fare Revenue Implementation: To further support cost containment, Freebee offers the option of implementing a fare revenue system, allowing municipalities to generate additional income from ride fares. This provides a flexible revenue stream to help offset operational costs and ensure the financial sustainability of the service.

Advertising Revenue Implementation: Freebee's platform also creates revenue generating opportunities through advertising partnerships with local and national businesses. Advertising space within the "Ride Freebee" mobile app, on vehicles, and at key community touchpoints generates income that helps offset operational costs. Once implemented, we would provide a 50/50 split on any advertising revenue generated to help lower the costs of the program.

SECTION 2 - Approach to The Scope of Service

Vendor Relations and Bulk Purchasing Freebee has established strong, long-term relationships with key vendors, allowing us to negotiate favorable terms and pricing. By consolidating bulk purchases and leveraging these partnerships, we secure volume discounts on goods and services, passing significant savings directly to our municipal partners.





EXHIBIT “B”

(Rates/Fees/Pricing)

SECTION 6: Cost Detail

BID/PROPOSAL FORM

RFSP NO. 102-24 MICRO TRANSIT PROGRAM

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the City:

COMPANY NAME: Beefree LLC d/b/a Freebee

MICRO TRANSIT PROGRAM - MIDTOWN

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	Vehicle make & model - Not recommended \$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	Vehicle make & model - Recommended Fleet \$ 36.63	\$ 131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$35.00/hr
SUB-TOTAL 3 Vehicles x \$131,904.63			\$395,713.89

MICRO TRANSIT PROGRAM – MIDTOWN EXPANSION

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	Vehicle make & model - Not recommended \$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	Vehicle make & model - Recommended Fleet \$ 36.63	\$ 131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$ 35.00/hr
SUB-TOTAL			\$ 131,904.63

SECTION 6: Cost Detail

BID/PROPOSAL FORM

MICRO TRANSIT PROGRAM – EASTSIDE

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	\$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	\$ 36.63	\$ \$131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$ \$35.00/hr
SUB-TOTAL			\$ \$131,904.63

MICRO TRANSIT PROGRAM – WESTSIDE

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	\$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	\$ 36.63	\$ \$131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$ 35.00/hr
SUB-TOTAL			\$ \$131,904.63

SENIOR MICRO TRANSIT PROGRAM OPTION - MIDTOWN

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	\$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	\$ \$36.63	\$ \$131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ \$35.00	\$ \$35.00/hr
SUB-TOTAL			\$ \$131,904.63

SECTION 6: Cost Detail

BID/PROPOSAL FORM

SENIOR MICRO TRANSIT PROGRAM OPTION – MIDTOWN EXPANSION

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	\$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	\$ 36.63	\$ 131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$ 35.00/hr
SUB-TOTAL			\$ 131,904.63

SENIOR MICRO TRANSIT PROGRAM OPTION – EASTSIDE

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	\$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	\$ 36.63	\$ 131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$ 35.00/hr
SUB-TOTAL			\$ 131,904.63

SENIOR MICRO TRANSIT PROGRAM OPTION – WESTSIDE

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	\$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	\$ 36.63	\$ 131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$ 35.00/hr
SUB-TOTAL			\$ 131,904.63

SECTION 6: Cost Detail

BID/PROPOSAL FORM

ADDITIONAL FEES – IF APPLICABLE

Item No.	Description	Unit Cost	Total
1	N/A	\$	\$
2	N/A	\$	\$
3	N/A	\$	\$
4	N/A	\$	\$
5	N/A	\$	\$
GRAND TOTAL			\$

GRAND TOTAL

Item No.	Description	Total
1	Micro Transit Program – All Zones	\$ \$791,427.78
2	Senior Micro Transit Program Option – All Zones	\$ \$527,618.52
Grand Total – Micro Transit Program		\$ \$1,319,046.30

Provide specifications for each Large and small vehicle that is being proposed for this project including seating capacity, make and model.

*** The City reserves the right to increase/decrease quantities**

<i>Number of Calendar Days for service startup</i>	60 Days
--	---------

SECTION 6: Forms

GUARANTEE OF PROPOSAL

Name of Company: Beefree, LLC d/b/a Freebee

Street Address: 2312 N Miami Ave

<u>Miami</u>	<u>FL</u>	<u>33127</u>
City	State	Zip

Mailing Address: 371 NE 61st St, Miami, FL 33137

Phone No.: 215-370-5699 Fax#: _____

Email Address: Jason@ridefreebee.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☒ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): L12000028728

Federal Employer Identification Number (FEIN): 45-4659887

IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.

Claudia Rios
Witness

NS
Witness

Corporate Seal (Where appropriate)

Jason Spiegel
(Authorized Signature in Ink or Electronic)

Jason Spiegel
(Printed Name of Above Signer)

Managing Partner
(Printed Title of Above Signer)

10/21/24
(Date Signed)

By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.



EXHIBIT “C”

(Documentation required by the City submitted
by the Contractor during the solicitation period
prior to Notice of Award)

SECTION 6: Forms

TRUTH IN NEGOTIATION STATEMENT

TRUTH IN NEGOTIATION STATEMENT

Sworn Statement to be returned with Response to Solicitation

STATE OF Florida

COUNTY OF Miami Dade

Before me, the undersigned authority, personally appeared Jason Spiegel,
who, after being duly sworn, deposes and says as follows:

1. This sworn statement is submitted by Beefree LLC, d/b/a Freebee, (entity submitting sworn statement), whose business address is 371 NE 61st St, Miami, FL 33133 and its Federal Employer Identification Number (FEIN) is 45-4659887. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).
2. My name is Jason Spiegel (please print name of individual signing), and my relationship to the entity named above is Managing Partner, and I have personal knowledge of the statements made herein. I also have the authority to make this statement on behalf of Beefree LLC, (entity submitting sworn statement).
3. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Respondent to execute this certificate.
4. I attest that any wage rates and other factual unit costs shown to the City, required by the City, or reflected in the Response to the City solicitation which resulted in this Contract are accurate, complete, and current. I further agree that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

FURTHER AFFIANT SAYETH NAUGHT.

SECTION 6: Forms

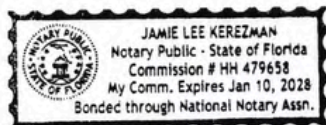
TRUTH IN NEGOTIATION STATEMENT

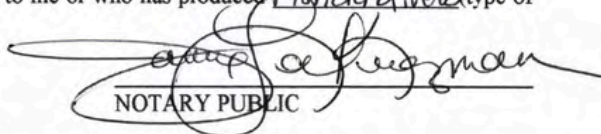
NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10/21/24 (date) by Jasen Spiegel (name of member, manager, officer, or agent, title of member, manager, officer or agent), of Beefree LLC (name of company acknowledging), a FL (state or place of formation) limited liability company, on behalf of the company, who is personally known to me or who has produced Florida Driver's License (type of identification) as identification.

My commission expires:




NOTARY PUBLIC

SECTION 6: Forms

PROPOSER'S CERTIFICATION

ACKNOWLEDGMENT OF PROPOSER, IF A LIMITED LIABILITY COMPANY

STATE OF Florida

SS

COUNTY OF Miami Dade

On this 21 day of October, 2024 before me, the undersigned authority, personally appeared Jason Spiegel to me known to be the individual described in and who executed the foregoing instrument as managing partner of Reefree LLC, a Florida company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

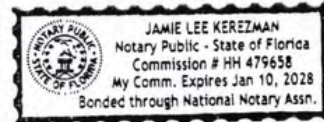
(Signature of Notary Public)

Jamie Kerezman (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ☒ or product identification _____

Type of identification produced _____

(NOTARY'S SEAL)



SECTION 6: Forms

FORMS

Fill in Form

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

- I HEREBY CERTIFY that
1. I (*printed name*) Jason Spiegel am the (*title*) Managing Partner and the duly authorized representative of the firm of (*Firm Name*) Beefree LLC, d/b/a Freebee whose address is 371 NE 61st St, Miami, FL 33137, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
 2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; And,
 3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

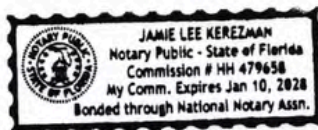
Firm Name: Beefree LLC, d/b/a Freebee
Printed Name: Jason Spiegel
Signature: [Signature] Title: Managing Partner
Date: 10/22/24

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 10/21/24 (date) by Jason Spiegel (name of officer or agent, title of officer or agent), of Beefree LLC (name of corporation acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced Florida Driver's License (type of identification) as identification.

[Signature]
NOTARY PUBLIC

My Commission Expires: 1/10/28



RFSP No. 102-24; Micro Transit Program – Term Contract

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SECTION 6: Forms

FORMS

Fill in Form

FIRM PROFILE

1. Firm (or joint venture) Name & Address Beefree LLC, d/b/a Freebee 371 NE 61st St Miami, FL 33137	1e. Licensed to do business in the State of Florida ☒ Yes ☐ No 1f. Name, Title & Telephone Number of Principal to Contact Jason Spiegel Managing Partner 305-330-9450
1a. Firm is ☒ National ☒ Regional ☒ Local FEIN # <u>45-4659887</u> 1b. Firm is a County Certified Small Business ☐ Yes ☒ No 1c. Firm is a County Certified Disadvantage Business Enterprise ☐ Yes ☒ No 1d. Firm is a Certified Minority Business ☐ Yes ☒ No	1g. Address of office to perform work, if different from Item 1
2. Please list the number of people by discipline that your firm/joint venture will commit to City projects. Dedicated Staff: 9 Drivers - 6 Team Leaders - 2 Performance Manager - 1 Support Staff: 15	
3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm: N/A 3a. Has this joint venture previously worked together? ☐ Yes ☐ No	

SECTION 6: Forms

PUBLIC ENTITY CRIMES

Fill in Form

SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for RSFP NO 102-24.
2. This sworn statement is submitted by Beefree LLC, d/b/a Freebee (entity submitting sworn statement), whose business address is 371 NE 61st St, Miami, FL 33137 and its Federal Employer Identification Number (FEIN) is 45-4659887. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).
3. My name is Jason Spiegel (please print name of individual signing), and my relationship to the entity named above is Beefree LLC.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate

SECTION 6: Forms

PUBLIC ENTITY CRIMES

Fill in Form

of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

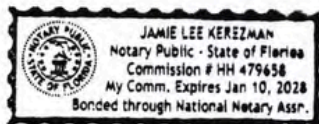
10-22-24
(Date)

STATE OF Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 21 Day of October, 2024 by Jason Spiegel, who is personally known to me or who has produced Florida Drivers as identification.

NOTARY SEAL



NOTARY PUBLIC

SIGN: Jamie Lee Kerezman

PRINT: Jamie Kerezman

Notary Public, State at large

My Commission Expires: 1/10/28

SECTION 6: Forms

NON-COLLUSION CERTIFICATION

Fill in Form

TO BE RETURNED WITH BID

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation 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 indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME

RELATIONSHIP

--	--

Witnesses:

Claudia Miro
Typed name: Claudia Miro

NS
Typed name: Natalie Spiegel

BIDDER:

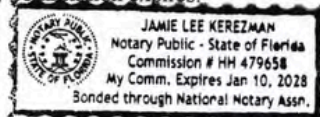
By: Jason Spiegel
Name: Jason Spiegel

Title: Managing Partner

STATE OF Miami Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10/21/24 (date) by Jason Spiegel who is personally known to me or who has produced Florida Drivers as identification

My commission expires:



Jamie Lee Kerezman
NOTARY PUBLIC

RFSP No. 102-24; Micro Transit Program – Term Contract

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SECTION 6: Forms

DRUG-FREE WORKPLACE

Fill in Form

STATEMENT UNDER SECTION 287.087 FLORIDA STATUTES

TO BE RETURNED WITH BIDDER

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature

Beefree LLC, d/b/a Freebee

Bidder Name

Jason Spiegel

Printed Name

10/21/24

Date

GENERAL TERMS AND PROVISIONS

1. PROPOSALS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the Proposal to the City on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Proposer shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being proposed. Proposal time will be scrupulously observed. Under no circumstances will Proposals be submitted after the time specified be considered.

Proposals must be received electronically ONLY via the Demand Star website (<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>). Proposals not received electronically via Demand Star will be rejected.

2. EXCEPTIONS TO PROPOSAL

The Proposer will list on a separate sheet of paper any exceptions to the conditions of this Proposal. This sheet will be labeled "EXCEPTIONS TO PROPOSAL CONDITIONS," and will be attached to the Proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a posted Proposal/proposal prior to the scheduled Proposal opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals if they are then fully in conformance with the Information/Instruction for Proposers.

Proposal security, if any is required, shall be in an amount sufficient for the Proposal as modified or resubmitted.

4. RIGHT TO REJECT PROPOSALS

The City reserves the right to reject all Proposals/proposal, to waive any informalities or minor irregularities in the Proposals/proposals received, and to accept that Proposal/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the Proposal/proposal and Proposer's responsibility, character, fitness, and experience to perform the Work.

Proposers may be disqualified, and rejection of Proposals/proposals may be recommended to the City for any of but not limited to the following causes:

- A. Failure to use the proposal form furnished by the City.
- B. Lack of signature by an authorized representative on the Proposal/proposal form.
- C. Failure to properly complete Proposal/proposal.
- D. Evidence of collusion among Proposers. Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.
- E. Advance disclosures of any information given to any Proposer which would give that Proposer any advantage over any other interested Proposer, in advance of the opening of Proposals, whether in response to advertising or an informal request for Proposals, made or permitted by a member of the

GENERAL TERMS AND PROVISIONS

governing body of an employee or representative thereof, will operate to void all proposals of that Proposal solicitation or request.

- F. Omission of Proposal security (if required).
- G. Unauthorized alteration of Proposal form. The City reserves the right to waive any minor informality or irregularity.
- H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other Proposal terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

- A. If it becomes necessary to revise any part of this Proposal, a written addendum will be provided to all Proposers. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to Proposers in written addendum form from the Procurement Director or designee.

Proposers shall promptly notify the City, prior to submission of their Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Proposal and Contract Documents or of the site and local conditions.

- B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Proposer orally, nor may the Proposer rely on any such pre-Proposal statements in completing his/her Proposal.
- C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Proposal documents which, if issued, posted to the Demand Star website (www.demandstar.com). The City will not be responsible for any other explanations or interpretations of the Proposal/proposal documents. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligation under their Proposal as submitted. All addenda so issued shall become a part of the Contract Documents.
- D. Each Proposer shall ascertain prior to submitting his/her Proposal that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the Proposer whose proposal is determined to be the most advantageous to the City, and whose Proposal is in the best interest of the City. Taking into consideration the evaluation factors and criteria set forth in the RFSP.

- A. The Lowest Proposer is determined by the aggregate amount of the prices set forth in the form of Proposal or the aggregate amount of the Base Proposal, plus any Alternates selected by the City.
- B. A Responsive Proposer shall mean a Proposer who has submitted a Proposal which conforms, in all material respects, to the Proposal Documents.
- C. A Responsible Proposer shall mean a Proposer who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:
 - 1. The ability, capacity, and skill of the Proposer to fulfil the contract or provide the service(s) required.

GENERAL TERMS AND PROVISIONS

2. Whether the Proposer can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.
4. The quality of performance of previous contracts or services. For example, the following information will be considered:
 - a. The administrative and consultant cost overruns incurred by City on previous contracts with Proposer,
 - b. The Proposer's compliance record with contract general conditions on other projects,
 - c. The submittal by the Proposer of excessive and/or unsubstantiated extra cost proposals and claims on other projects,
 - d. The Proposer's record for completion of the work within the Contract Time or within Contract Milestones and Proposer's compliance with scheduling and coordination requirements on other projects,
 - e. The Proposer's demonstrated cooperation with the City and/or other contractors on previous contracts,
 - f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.
5. The previous and existing compliance by the Proposer with the laws and ordinances relating to contracts or services.
6. The sufficiency of the financial resources and ability of the Proposer to perform the contract or provide the service.
7. The quality, availability and adaptability of the goods or services to the particular use required.
8. The ability of the Proposer to provide future maintenance and service for the warranty period of the contract.
9. Whether the Proposer is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.
10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:
 - a. The ability, experience, and commitment of the Proposer to properly and reasonably plan, schedule, coordinate and execute the Work.
 - b. Whether the Proposer has ever been debarred from proposing by any other public or private owner or found ineligible for proposing on any other projects.
 - c. Proposer's litigation history and reputation with owners for whom Proposer has previously worked.
 - d. Whether Proposer's contract on other projects has ever been terminated.
 - e. The purpose of the above is to enable the City to select the Proposal which is in the best interest of the City. The ability of the low Proposer to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Proposer.

GENERAL TERMS AND PROVISIONS

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the proposing of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be Proposal, providing the product Proposal is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, Proposal must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment Proposal as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Proposer's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Proposer nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Proposer will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Proposer shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Proposer further agrees that Proposer will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this Proposal. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the Proposal/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Proposer or Contractor, the City may procure the items or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the

GENERAL TERMS AND PROVISIONS

City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Proposer and return product to Proposer at the Proposer's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Proposers are hereby advised as follows:

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods and services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. A public entity may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL PROPOSAL SUBMITTALS

If approved by the City prior to submittal, Proposers may submit partial Proposals for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the Proposal document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Proposers awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency

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be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Proposer(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Proposer to ensure that they have all the information necessary to affect their Proposal/proposal. The City will not be responsible for the failure on the part of the Proposer to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Proposers are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Proposer's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/Proposals, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Asha Edwards, Assistant Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317 and/or via email: aedwards@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their Proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a Proposal/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statutes.

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27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. This Contract shall be in effect until the City has acknowledged receipt of equipment and or services and has noted no damage, defects, or deficiencies.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

C. The proposed term of this contract shall be an initial term of three (3) years with the option to renew for two (2) additional two (2) year periods.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses, and certifications, obtain and pay for all permits and inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the required services. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits. Damages, penalties or fines imposed on the CITY or CONTRACTOR, for failure to obtain and maintain required licenses, certifications, permits or inspections shall be borne by the CONTRACTOR. The CONTRACTOR shall be familiar with all federal, state, and local laws that may affect the goods and services being provided.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with Proposal submittals (i.e., tie Proposals, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible Proposers. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

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32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General (“OIG”) has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, “CONTRACTORS”) are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR’s written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR’s failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRACTOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time..

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida’s Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City’s custodian of public records, 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 in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company’s possession. All records stored electronically by the Company must be provided to the City, upon

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request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**CITY CLERK
400 NW 73 AVENUE
PLANTATION, FL 33317
(954) 797-2237
ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Proposer certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

- (a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- (b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.
- (c)
 - 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.
 - 2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
 - 3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.
- (d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

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37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
 - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
 - Price of the domestic product; and
 - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

- C City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded

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polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

- D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.
- E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

- A. 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)
- B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
- C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)
- D. 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: § 288.0071, Florida Statutes)
- E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
- F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- G. (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)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

- A. The Affiant is an adult resident of the State of Florida.

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- B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
- C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

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IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.

Claudia Spiegel
Witness

NS
Witness

Corporate Seal (Where appropriate)

Jason Spiegel
(Authorized Signature in Ink or Electronic)

Jason Spiegel
(Printed Name of Above Signer)

Managing Partner
(Printed Title of Above Signer)

10/22/2024
(Date Signed)

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 21 day of October, 2024, by Jason Spiegel, as Managing Partner for Freebee LLC, who is personally known to me or who has produced Florida Drivers as identification.

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

Print Name: Jamie Kerezman

My commission expires: 1/10/28

As the person authorized to sign the statement, I certify that this firm acknowledges and certifies fully with the above general terms and provisions.

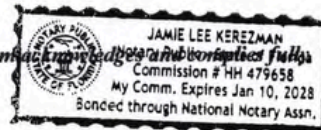


EXHIBIT “D”
(Insurance Requirements)

EXHIBIT “B”

ADDITIONAL INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY’s Risk Manager who can be reached by phone at (954) 797-2210 or email cmorris@plantation.org should you have any questions regarding the terms and conditions set forth in this Article.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY’s review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker’s Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Plantation as an additional insured as CITY’s interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR’s negligent acts or omissions in connection with CONTRACTOR’s performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance**Limits of Liability****GENERAL LIABILITY:**

Minimum \$1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent CONTRACTORS	personal injury
XX personal injury	

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

___ comprehensive form	Agent must show proof they have this coverage.
------------------------	--

EXCESS LIABILITY

Per Occurrence Aggregate

XX excess/umbrella	bodily injury and property damage combined	\$5,000,000	\$5,000,000
--------------------	--	-------------	-------------

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

___ * Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
---	-------------	-------------

(3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability

Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/29/2025

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 Avante-NEA Insurance Group, LLC 8700 W. Flagler St., Suite 401 Miami FL 33174	CONTACT NAME: Nicole Landrau PHONE (A/C, No, Ext): (305) 221-2400 E-MAIL ADDRESS: nlandrau@avante-nea.com FAX (A/C, No): (305) 221-2411
INSURED Beefree Holdings, Inc; Beefree, LLC, DBA: Freebee 371 NE 61st Street Miami FL 33138	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: Arch Specialty Insurance Company INSURER C: Hartwell Insurance Company INSURER D: INSURER E: INSURER F:
	NAIC # 16535 21199 54524

COVERAGES**CERTIFICATE NUMBER:** 25/26 Update Master**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 ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	GLO375996202	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	BAP375996302	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$	Y		HARTFB2401	01/01/2025	01/01/2026	EACH OCCURRENCE \$ AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC375996102	01/01/2025	01/01/2026	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Cyber Liability			C4MQ8253465CYBER2025	01/01/2025	01/01/2026	Limit \$2,000,000 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as Additional Insured, Primary and Non-Contributory, Waiver of Subrogation apply. Policies contain 30 Days Notice of Cancellation Endt and 10 Days Notice of Cancellation Endt for Non-Payment of Premium.

CERTIFICATE HOLDER**CANCELLATION**

City of Plantation 400 NW 73rd Avenue Plantation FL 33317	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
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EXHIBIT “G”
(Acknowledged Addendums)

SECTION 6: Forms

ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Jason Spiegel, on this 21, day of 2024, 2024 hereby
acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

RFSP NO. 102-24

Addenda Numbers Received:

1

2

3

4

AUTHORIZED SIGNATURE:



PRINTED NAME OF ABOVE:

Jason Spiegel

TITLE OF ABOVE:

Managing Partner

COMPANY NAME:

Beefree, LLC d/b/a Freebee



ADDENDUM NO. 1

RFSP No. 102-24

TITLE: Micro Transit Program

DATE: September 17, 2024

TO ALL PROSPECTIVE BIDDERS:

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strike through~~ have been deleted from the bid documents and text in underline has been added.

CHANGES:

By issuance of this addendum please note that the correct pre-bid non-mandatory meeting date is September 20, 2024 at 11:30AM

Bids **must** be submitted on or before **October 15, 2024 at 11:00AM**. Bids must be submitted electronically ONLY via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for RFSP No. 102-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

BIDDER'S NAME: _____



ADDENDUM NO. 2

ITB No. 102-24

TITLE: Micro Transit Program – Term Contract

DATE: September 25, 2024

TO ALL PROSPECTIVE BIDDERS:

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strike through~~ have been deleted from the bid documents and text in underline has been added.

QUESTIONS AND ANSWERS

Question No. 1 – With respect to the information provided in VI. Location, on page#31, it states ‘It is anticipated that service areas may be expanded over time. Expansion areas and timing of such expansion shall be determined by the CITY. Additionally, hours and days of operation, and number of vehicles are subject to change depending on the needs and conditions determined by the CITY.’

a) Could the City please provide an estimate of the number of vehicles to be assigned for each proposed zone?

Response No. 1 – The City is seeking the vendors best estimate as to the number of vehicles that will be required.

Question No. 2 - Can the City please provide any estimated or forecasted ridership figures for the proposed pilot micro transit in each zone?

Response No. 2 – No.

Question No. 3 – How many drivers does the Agency currently have? And will those drivers also be available for this Micro Transit project?

Response No. 3 – The City is seeking a proposer who can supply a complete turnkey solution, staff will not be provided by the City.

Question No. 4 – Is subcontracting allowed, e.g., to lease vehicles and house them and to recruit drivers for this project?



Response No. 4 – You can propose a subcontractor however you need to disclose all subcontractors and their references with the bid submittal. Additionally, it is up to the proposer to ensure compliance of subcontractors as per the Scope of Services, General Terms and Provisions and the Instruction to Proposers.

Question No. 5 – What is the budget for this Micro Transit project, for year one and in subsequent years?

Response No. 5 – Year 1 - \$400,000.00, future years to be decided.

Question No. 6 – Is a bid bond or bid security required for this RFP?

Response No. 6 – A bond is not needed at this time.

Question No. 7 – Can the City please clarify which current mobile fare payment platform it is using, and does the vendor need to integrate with the current fare payment system?

a. Are there any other integrations required for this project?

Response No. 7 – The City does not have a fare payment system.

Question No. 8 – Does the City require a white labelled Mobile Application?

Response No. 8 – Review the Scope of Services and suggest the best mobile application for the City.

Question No. 9 – Can the City elaborate on its marketing and advertisement requirements?

Response No. 9 – No.

Question No. 10 – Does the City currently use tablets/MDTs? Is the City willing to purchase MDTs from the vendor?

Response No. 10 – The city does not currently have a transit program. Proposer is responsible for providing a complete turnkey system.

Question No. 11 – With respect to the Scope of Work,

- a) Could the City confirm if electric or hybrid vehicles are required for this project?
- b) Could the City please clarify what percentage share of electric or hybrid vehicles is anticipated for this project?

Response No. 11 – The City is requiring the use of EV for this project as described in the Scope of Services.

Question No. 12 – Does the City have the facility to house the vehicles, or does the vendor need to provide the facility?



Response No. 12 – Proposer should provide options. The area suggested by the City is reflected within the solicitation, see page 68.

Question No. 13 – What is the expected Go-Live date with the new vendor?

Response No. 13 – July 1, 2025.

Question No. 14 – Is there a DBE goal for this project?

Response No. 14 – No.

Question No. 15 – Will the City accept electronic signatures on the forms, cover letter, and price proposal?

Response No. 15 – Yes but note there are forms that must be notarized.

Question No. 16 – Is there a page limit for the technical proposal?

Response No. 16 – The maximum file size, regardless of file type, is 1000MB (1GB) per file.

Question No. 17 – Can the City please provide an extension for the submission of proposals?

Response No. 17 – No.

Bids **must** be submitted on or before **October 15, 2024 at 11:00AM**. Bids must be submitted electronically ONLY via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No.102-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

BIDDER'S NAME: _____



ADDENDUM NO. 3

ITB No. 102-24

TITLE: Micro Transit Program – Term Contract

DATE: October 2, 2024

TO ALL PROSPECTIVE BIDDERS:

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strike through~~ have been deleted from the bid documents and text in underline has been added.

QUESTIONS AND ANSWERS

Question No. 1 – Could the City please clarify what types of small and large electric vehicles they would prefer and how many passengers the small and large vehicles should accommodate?

Response No. 1 – **Proposer needs to confirm this information based on the scope provided.**

Question No. 2 - According to the Cost Proposal Form on page 41 of the RFSP, does the proposer need to furnish cost estimates for both large and small vehicles for each proposed zone, or can they propose only one type?

Response No. 2 – **Proposer should determine types of vehicles for proposed zones and provide the requisite costs. Review the bid form to confirm costs that have been requested.**

Question No. 3 – As stated in the Cost Proposal Form on page 41 of the RFP, does the vendor need to provide at least one large or small vehicle for each proposed zone?

a. Please elaborate on how many vehicles small and large the City envisions for each zone?

Response No. 3 – **The City expects the Proposer to determine this information.**

Question No. 4 – Can the vendor lease electric vehicles for this project, or must the vehicles be owned by the contractor?

Response No. 4 – **There are no requirements with regard to ownership or lease – that is to be determined by the Proposer.**



Question No. 5 – How many of the vehicles need to be wheelchair capable?

Response No. 5 – As stated within the scope, at least one ADA vehicle should always be available.

Question No. 6 – Can the City please clarify the “Flexible Hourly Fee” for special events, weekends, holidays, etc.?

Response No. 6 – Proposer has to determine their costs. The City is inquiring as to rates for services beyond the standard provided within the RFSP.

Question No. 7 – Does the \$400,000 budget include all four proposed zones of service?

Response No. 7 – \$400k is startup year budget (July 1- Sept. 30). Service expansion is at the discretion of the City.

Question No. 8 – Is it mandatory for the proposer to provide a cost proposal for the optional Senior Micro Transit Program option?

Response No. 8 – Proposer has to determine this information. Bid form reflects all items that costing should be provided on.

Question No. 9 – Does the \$400,000 budget also include this optional Senior Micro Transit Program?

Response No. 9 – \$400k is startup year budget (July 1- Sept. 30). Service expansion is at the discretion of the City.

PLEASE REVIEW THE RFSP DOCUMENT THOROUGHLY BEFORE SUBMITTING A PROPOSAL.

Bids **must** be submitted on or before **October 15, 2024 at 11:00AM**. Bids must be submitted electronically ONLY via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No.102-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

BIDDER’S NAME: _____

CITY OF PLANTATION



REQUEST FOR SEALED PROPOSALS RFSP NO. 102-24

“MICRO TRANSIT PROGRAM – TERM CONTRACT”

PROPOSAL OPENING DATE: October 15, 2024

PROPOSAL OPENING TIME: 11:00AM

LOCATION OF PROPOSAL OPENING: 400 NW 73rd Ave, Plantation FL- Council Chambers

NON-MANDATORY PRE-PROPOSAL MEETING DATE: September 20, 2024

NON-MANDATORY PRE-PROPOSAL MEETING TIME: 11:30 AM

**NON-MANDATORY PRE-PROPOSAL MEETING LOCATION: 400 NW 73rd Ave,
Plantation FL - Council Chambers**

PROPOSAL REQUIREMENTS

BID BOND –N/A

LIQUIDATED DAMAGES – N/A

**Bids must be received electronically ONLY via the Demand Star website
(<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>). Bids not
received electronically via Demand Star will be rejected.**

**CONTACT PERSON: ASHA EDWARDS
EMAIL: AEDWARDS@PLANTATION.ORG
PHONE NUMBER: (954) 797-2205**

PROCUREMENT DEPARTMENT



Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: (954) 797-2647
Fax: (954) 797-2649

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Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: (954) 797-2647
Fax: (954) 797-2649

Supplemental Forms

Exhibit A

Exhibit B

Exhibit C



**CITY OF PLANTATION
INVITATION TO BID**

RFSP NO. 102-24
MICRO TRANSIT PROGRAM
CITY OF PLANTATION

ALL RESPONSES WILL BE RECEIVED ELECTRONICALLY VIA THE DEMAND STAR WEBSITE ON OR BEFORE **11:00 AM ON TUESDAY, OCTOBER 15, 2024**. BID DOCUMENTS MAY BE OBTAINED ELECTRONICALLY AT

[HTTPS://WWW.DEMANDSTAR.COM/APP/AGENCIES/FLORIDA/CITY-OF-PLANTATION-PROCUREMENT-DIVISION/PROCUREMENT-OPPORTUNITIES/9B6D13FB-3874-4291-9605-81CF63387A40/](https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9B6D13FB-3874-4291-9605-81CF63387A40/).

BIDS WILL NOT BE CONSIDERED AND CANNOT BE ENTERED ONLINE AFTER THE ABOVE REFERENCED DATE.

IF A BID BOND IS REQUIRED FOR THIS SOLICITATION THE ORIGINAL BID BOND SHALL BE RECEIVED AT THE OFFICE OF THE CITY CLERK, CITY OF PLANTATION, 400 NW 73RD AVE, PLANTATION, FLORIDA 33317, **BEFORE** THE DUE DATE OF THE SOLICITATION.

BIDS WILL BE OPENED, READ AND RECORDED PURSUANT TO STATE OF FLORIDA LAW AND CITY OF PLANTATION CODE.

GENERAL DESCRIPTION OF SCOPE OF SERVICES:

- THE CITY IS REQUESTING PROPOSALS FOR AN ON-DEMAND TRANSPORTATION SERVICE TO TRANSPORT USERS. THE CITY SEEKS TO COMMENCE ON-DEMAND TRANSPORTATION SERVICE AS A PILOT PROGRAM IN THE MIDTOWN DISTRICT.

NON-MANDATORY MEETING WILL BE HELD AT 1:00 PM ON SEPTEMBER 17, 2024 AT 400 NW 73RD AVE, PLANTATION FL - COUNCIL CHAMBERS

ALL QUESTIONS MAY BE ADDRESSED IN WRITING TO ASHA EDWARDS, ASSISTANT PROCUREMENT DIRECTOR, 400 NW 73 AVENUE PLANTATION, FLORIDA. ASHA EDWARDS CAN BE REACHED AT 954-797-2205, MONDAY THROUGH FRIDAY, 8 AM TO 4:30 PM, EMAIL: AEDWARDS@PLANTATION.ORG.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO ACCEPT THE ONE THAT IS IN THE BEST INTERESTS OF THE CITY.

YOURS TRULY,

APRIL BEGGEROW, CITY CLERK
CITY OF PLANTATION

NOTICE TO PROPOSERS

The City of Plantation, Florida is soliciting bids for a **Micro Transit Program**. The project will generally consist of, but is not limited to, the following:

- **The City of Plantation is issuing a Request for Sealed Proposals (RFSPs) from independent, qualified and experienced licensed firms and/or individuals who can provide a Micro Transit Program.**

Proposal Documents may be obtained electronically at <https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>. Proposals will not be considered and cannot be entered online after the proposal opening date and time provided herein. All Responses will be received electronically via the Demand Star website (www.demandstar.com) on or before the Proposal Opening time and date provided.

Important Time(s) and Date(s):

- Non-Mandatory Pre-Bid Meeting: September 20, 2024 at 11:30am
 - Location: 400 NW 73rd Ave, Plantation FL- City Hall, Council Chambers
- Bid Opening: October 15, 2024 at 11:00am
 - Location: 400 NW 73rd Ave, Plantation FL- City Hall, Council Chambers

If a Proposal Security is required for this solicitation the original bid security shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, **BEFORE** the due date of the solicitation.

Proposals will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

It will be the responsibility of the Proposer to ensure that proposal is received no later than the time indicated above. **Proposals received after that time will not be considered.**

All questions may be addressed in writing to the **Assistant Procurement Director, Asha Edwards**, 400 NW 73rd Avenue, Plantation Florida 33317. Asha Edwards can be reached at 954-797-2205, Monday through Friday, 8AM to 4:30PM, Email: AEwards@plantation.org.

As a further condition precedent for consideration of any Proposal, such Proposal must strictly comply with the Instructions to Proposer as issued by the City. The City reserves the right in its sole discretion to reject any proposal which does not strictly comply with said Instructions to Proposer and further reserves the right to accept or reject any proposal as set forth in said instructions.

GENERAL TERMS AND PROVISIONS

1. PROPOSALS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the Proposal to the City on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Proposer shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being proposed. Proposal time will be scrupulously observed. Under no circumstances will Proposals be submitted after the time specified be considered.

Proposals must be received electronically ONLY via the Demand Star website (<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>). Proposals not received electronically via Demand Star will be rejected.

2. EXCEPTIONS TO PROPOSAL

The Proposer will list on a separate sheet of paper any exceptions to the conditions of this Proposal. This sheet will be labeled "EXCEPTIONS TO PROPOSAL CONDITIONS," and will be attached to the Proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a posted Proposal/proposal prior to the scheduled Proposal opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals if they are then fully in conformance with the Information/Instruction for Proposers.

Proposal security, if any is required, shall be in an amount sufficient for the Proposal as modified or resubmitted.

4. RIGHT TO REJECT PROPOSALS

The City reserves the right to reject all Proposals/proposal, to waive any informalities or minor irregularities in the Proposals/proposals received, and to accept that Proposal/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the Proposal/proposal and Proposer's responsibility, character, fitness, and experience to perform the Work.

Proposers may be disqualified, and rejection of Proposals/proposals may be recommended to the City for any of but not limited to the following causes:

- A. Failure to use the proposal form furnished by the City.
- B. Lack of signature by an authorized representative on the Proposal/proposal form.
- C. Failure to properly complete Proposal/proposal.
- D. Evidence of collusion among Proposers. Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.
- E. Advance disclosures of any information given to any Proposer which would give that Proposer any advantage over any other interested Proposer, in advance of the opening of Proposals, whether in response to advertising or an informal request for Proposals, made or permitted by a member of the

GENERAL TERMS AND PROVISIONS

governing body of an employee or representative thereof, will operate to void all proposals of that Proposal solicitation or request.

- F. Omission of Proposal security (if required).
- G. Unauthorized alteration of Proposal form. The City reserves the right to waive any minor informality or irregularity.
- H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other Proposal terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

- A. If it becomes necessary to revise any part of this Proposal, a written addendum will be provided to all Proposers. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to Proposers in written addendum form from the Procurement Director or designee.

Proposers shall promptly notify the City, prior to submission of their Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Proposal and Contract Documents or of the site and local conditions.

- B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Proposer orally, nor may the Proposer rely on any such pre-Proposal statements in completing his/her Proposal.
- C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Proposal documents which, if issued, posted to the Demand Star website (www.demandstar.com). The City will not be responsible for any other explanations or interpretations of the Proposal/proposal documents. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligation under their Proposal as submitted. All addenda so issued shall become a part of the Contract Documents.
- D. Each Proposer shall ascertain prior to submitting his/her Proposal that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the Proposer whose proposal is determined to be the most advantageous to the City, and whose Proposal is in the best interest of the City. Taking into consideration the evaluation factors and criteria set forth in the RFSP.

- A. The Lowest Proposer is determined by the aggregate amount of the prices set forth in the form of Proposal or the aggregate amount of the Base Proposal, plus any Alternates selected by the City.
- B. A Responsive Proposer shall mean a Proposer who has submitted a Proposal which conforms, in all material respects, to the Proposal Documents.
- C. A Responsible Proposer shall mean a Proposer who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:
 - 1. The ability, capacity, and skill of the Proposer to fulfil the contract or provide the service(s) required.

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2. Whether the Proposer can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.
4. The quality of performance of previous contracts or services. For example, the following information will be considered:
 - a. The administrative and consultant cost overruns incurred by City on previous contracts with Proposer,
 - b. The Proposer's compliance record with contract general conditions on other projects,
 - c. The submittal by the Proposer of excessive and/or unsubstantiated extra cost proposals and claims on other projects,
 - d. The Proposer's record for completion of the work within the Contract Time or within Contract Milestones and Proposer's compliance with scheduling and coordination requirements on other projects,
 - e. The Proposer's demonstrated cooperation with the City and/or other contractors on previous contracts,
 - f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.
5. The previous and existing compliance by the Proposer with the laws and ordinances relating to contracts or services.
6. The sufficiency of the financial resources and ability of the Proposer to perform the contract or provide the service.
7. The quality, availability and adaptability of the goods or services to the particular use required.
8. The ability of the Proposer to provide future maintenance and service for the warranty period of the contract.
9. Whether the Proposer is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.
10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:
 - a. The ability, experience, and commitment of the Proposer to properly and reasonably plan, schedule, coordinate and execute the Work.
 - b. Whether the Proposer has ever been debarred from proposing by any other public or private owner or found ineligible for proposing on any other projects.
 - c. Proposer's litigation history and reputation with owners for whom Proposer has previously worked.
 - d. Whether Proposer's contract on other projects has ever been terminated.
 - e. The purpose of the above is to enable the City to select the Proposal which is in the best interest of the City. The ability of the low Proposer to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Proposer.

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8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the proposing of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be Proposal, providing the product Proposal is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, Proposal must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment Proposal as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Proposer's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Proposer nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Proposer will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Proposer shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Proposer further agrees that Proposer will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this Proposal. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the Proposal/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Proposer or Contractor, the City may procure the items or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the

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City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Proposer and return product to Proposer at the Proposer's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Proposers are hereby advised as follows:

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods and services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. A public entity may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL PROPOSAL SUBMITTALS

If approved by the City prior to submittal, Proposers may submit partial Proposals for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the Proposal document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Proposers awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency

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be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Proposer(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Proposer to ensure that they have all the information necessary to affect their Proposal/proposal. The City will not be responsible for the failure on the part of the Proposer to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Proposers are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Proposer's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/Proposals, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Asha Edwards, Assistant Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317 and/or via email: aedwards@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their Proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a Proposal/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statutes.

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27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. This Contract shall be in effect until the City has acknowledged receipt of equipment and or services and has noted no damage, defects, or deficiencies.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

C. The proposed term of this contract shall be an initial term of three (3) years with the option to renew for two (2) additional two (2) year periods.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses, and certifications, obtain and pay for all permits and inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the required services. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits. Damages, penalties or fines imposed on the CITY or CONTRACTOR, for failure to obtain and maintain required licenses, certifications, permits or inspections shall be borne by the CONTRACTOR. The CONTRACTOR shall be familiar with all federal, state, and local laws that may affect the goods and services being provided.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with Proposal submittals (i.e., tie Proposals, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible Proposers. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

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32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General (“OIG”) has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, “CONTRACTORS”) are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR’s written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR’s failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRACTOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time..

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida’s Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City’s custodian of public records, 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 in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company’s possession. All records stored electronically by the Company must be provided to the City, upon

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request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**CITY CLERK
400 NW 73 AVENUE
PLANTATION, FL 33317
(954) 797-2237
ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Proposer certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

- (a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- (b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.
- (c)
 - 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.
 - 2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
 - 3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.
- (d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

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37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
 - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
 - Price of the domestic product; and
 - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

- C City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded

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polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

- D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.
- E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

- A. 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)
- B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
- C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)
- D. 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: § 288.0071, Florida Statutes)
- E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
- F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- G. (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)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

- A. The Affiant is an adult resident of the State of Florida.

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- B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
- C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

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IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.

Witness

(Authorized Signature in Ink or Electronic)

Witness

(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

(Date Signed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____

As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.

INSTRUCTION TO PROPOSERS

1. DEFINED TERMS:

The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

- 1.1 Proposer: One who submits a Proposal directly to City, as distinct from a sub-Proposer, who submits a proposal to a Proposer
- 1.2 City Rep: City of Plantation, Procurement Director or Designee
- 1.3 City: The City of Plantation, a Florida municipal corporation. The words City and Owner for this bid are considered interchangeable.
- 1.4 Firm: The Proposer with whom City enters into a Contract for the Work.
- 1.5 The words ‘proposal’ and ‘bid’ for this proposal are considered interchangeable.
- 1.6 The Proposal: A Proposal is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Solicitation Documents
- 1.7 Base Proposal: The Base Proposal is the sum stated in the Proposal for which the Proposer offers to perform the Work described in the Solicitation Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Bids, if any.
- 1.8 Alternates: An Alternate Proposal (or Alternate) is an amount stated in the Proposal to be added to or deducted from the amount of the Base Proposal if the corresponding change in the Work, as described in the Solicitation Documents, is accepted. Alternates and associated prices are to be considered as independent of each other and may be selected by the Authority in any combination or not at all.
- 1.9 Product, equipment and/or services – These terms can be used interchangeably throughout this document.

2. COPIES OF SOLICITATION DOCUMENTS:

- 2.1. Complete sets of the Solicitation Documents shall be obtained electronically from the Demand Star website <https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>.
- 2.2. Complete sets of Solicitation Documents shall be used in preparing Proposals, neither City nor the City Rep that prepared or assisted in the preparation of the Solicitation Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Solicitation Documents.

INSTRUCTION TO PROPOSERS

3. PREPARATION AND SUBMITTAL OF PROPOSAL FORM(S)

- 3.1. Proposals shall be submitted utilizing the Proposal Form as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total bid amount shall be entered in words and figures (if required) in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. Failure to comply with this requirement may be the cause for disqualification or rejection of the bid.
- 3.2. For Unit Price bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum bids, in the event of a discrepancy between the bid amount in writing (if applicable) and that in figures, the written value shall govern.
- 3.3. Proposals shall not contain any conditions, restatement, or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral bids or modifications will be considered.

4. BASIS OF AWARD

- 4.1. Award shall be made to the Proposer whose Proposal is determined to be the most advantageous to the City taking into consideration the evaluation factors and criteria set forth in the RFSP.

5. DEVIATION

- 5.1. Proposals from Proposers which make any exceptions to the specified terms and conditions will be subject to rejection.

6. PACKING SLIPS AND INVOICES

- 6.1. The Bidder shall provide to the City a list and/or description of all products sold to the City via packing slip and invoice.

7. COMPENSATION

- 7.1. The City shall pay the Firm upon completion and inspection of the work/goods by a City representative. Payment shall be made to the Firm approximately thirty (30) days after the invoice is received and approved by the office of the City. All invoices shall be mailed to City of Plantation, 400 NW 73rd Avenue, Plantation FL, 33317, Attention (Requesting Department) or emailed to the emailed address provided by the requesting Department. Please notify the City if your payment terms are other than Net 30. All work shall be authorized by

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the Owner/Representative or their Designee. A written Purchase Order may be issued as authorization to proceed with the service/delivery.

- 7.2. If applicable, a formal agreement/contract may be utilized for the desired goods/services, if so, the agreement/contract terms and conditions shall take precedence

8. GUARANTEES

- 8.1. The Proposer shall guarantee all products provided to the City throughout the life of this contract. The Proposer shall keep clear, organized, and up-to-date logs of all products provided and be able to supply the City with that information upon request. The records shall include the quantities and full descriptions of all equipment, parts, and other products ordered/supplied.

9. EXAMINATION OF SOLICITATION DOCUMENTS AND SITE

- 9.1. Before submitting a Proposal, each Proposer must (a) examine the Solicitation Documents thoroughly; (b) if necessary, visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) if necessary, familiarize themselves with Federal, State, and local laws, ordinances, rules and regulations affecting the performance, cost, progress, or furnishing of the work/services; (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.
- 9.2. The submission of a Proposal will constitute an incontrovertible representation by the Proposer that they have complied with every requirement stated herein and that the Solicitation Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work/services.
- 9.3. Before submitting a Proposal, each Proposer will, at their own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work/services and which Proposer deems necessary to determine their Proposal price for performance and furnishing of the work/services in accordance with the time, price and other terms and conditions of the Solicitation Documents.

10. INTERPRETATIONS AND ADDENDA

- 10.1. All questions about the meaning or intent of the Solicitation Documents shall be submitted to City Rep in writing. Interpretations or clarifications considered necessary by City Rep in response to such questions will be issued by Addenda and posted to the Demand Star website by City Rep. Questions received less than ten (10) days prior to the date for opening of Proposals will be answered at the

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discretion of the City. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 10.2. In the event of conflict between the Notice to Proposer and the terms written within the Scope of Services and/or Specifications contained within Solicitation Documents, the terms within the Scope of Services and/or Specifications shall control.

11. SUBMISSION OF PROPOSALS

- 11.1. All Proposals will be received electronically via the Demand Star website. Solicitation Documents may be obtained electronically at <https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>. Proposals will not be considered and cannot be entered online after the proposal opening provide in the Notice to Proposers.

12. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 12.1. Proposals which have been submitted may not be modified or withdrawn after proposal opening date and time. Negligence on the part of the Proposer in the preparation of their proposal shall not be grounds for the modification or withdrawal of a proposal after the time set for proposal opening.

13. OPENING OF PROPOSALS

- 13.1. Proposals will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

14. AWARD OF CONTRACT

- 14.1. City may conduct such investigations as City deems necessary to assist in the evaluation of any Proposer and to establish the responsibility, reputation, work load, qualifications and financial ability of Proposers, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the work/services in accordance with the Contract Documents to City's satisfaction within the prescribed time.
- 14.2. The City shall not be obligated to any Proposer to enter into a contract or issue any purchase order with the Proposer despite the City governing body prospectively awarding the contract to the most advantageous Proposer. The City shall be obligated to any Proposer for the work/services if and only if the City enters into a contract or issues a purchase order for the work/services with the Proposer, and further, no action will lie against the City to compel City to execute any such contract, or to recover from the City any damages, costs, lost profits, expenses, etc., that Proposer may incur if the City chooses not to sign such contract or issue a purchase order. By proposing on this work/services, all Proposers acknowledge and agree that no enforceable contractual relationship arises until the City signs the contract or issues a written purchase order, and that

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no action shall lie to require City to sign such contract at any time, and that Proposer waives all claims to damages, lost profits, costs, expenses, etc., as a result of the City not signing such contract.

- 14.3. If the contract/purchase order is to be awarded, CITY will give the Successful Proposer a Notice of Award.

15. INDEMNITY

- 15.1. Firm shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

- 15.1.1 The performance of this Agreement (including any amendments thereto) by Firm, its employees, agents, representatives or subcontractors; or (ii) The failure of Firm, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Firm, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Firm, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the Firm, its employees, agents, representatives, or subcontractors; or (v) Firm's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

- 15.2. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Firm pursuant to this Agreement or otherwise obtained by Firm, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

16. QUALIFICATIONS OF PROPOSERS

- 16.1. No proposal will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said City, or who is deemed irresponsible or unreliable by City.

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- 16.2. City shall also have the right, unless prohibited by law, to meet with one or more Proposer after bids are opened to ensure that all City's expectations with respect to performance can be met and that the requirements and scope of the Contract work/services are clearly understood.
- 16.3. Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

17. BID SECURITY

- 17.1. **If required an original proposal security shall be provided.** The amount and type of Proposal Security is stated on the Cover Sheet where required. The required security must be in the form of a certified or bank issue cashier's check made payable to City of Plantation or bid bond by a surety licensed to conduct business in the State of Florida and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, United States Treasury Department.
- 17.2. The Proposal Security of the Successful Bidder will be retained until such successful Bidder and the City have executed the Agreement and furnished the required insurance and Contract security for performance and payment obligations (i.e., the public construction bond), whereupon it will be returned. If Successful Proposer fails to execute and deliver the Agreement and furnish the required Contract Security and insurance coverages within fifteen (15) calendar days of the letter of Notice of Award or demand to execute contract, unless such deadline is extended by the City, the Proposal Security of that Proposer will be forfeited.
- 17.3. The Proposal Security of any Proposer whom City believes to have a reasonable chance of receiving the award may be retained by City until earlier of the seventh calendar day after the executed Agreement is delivered by City to Firm and the required Contract Security and insurance is furnished. Bid Security of other Bidders will be returned once the City enters into a successful contract for the work/services.
- 17.4. Proposal shall utilize the Bid Bond Form provided within this solicitation. If any other form is used your bid submittal shall be deemed non-responsive.
- 17.5. A scan or copy of the original Bid Bond or Proposal Security must be submitted with your electronic Bid Submittal. However, **the original (raised seal/thicker stock) paper must be received by U.S. Mail, air, ground courier services, by messenger services; or in person to the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, BEFORE the due**

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date of the solicitation. Failure to provide the original Bid Bond/Security prior to the Bid opening WILL result in your Proposal being non-responsive.

18. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.1. All proposals shall remain subject to acceptance for ninety (90) days after the day of the Proposal opening with pricing remaining firm/fixed, but City may, in its sole discretion, release any Proposal and return any Proposal Security prior to that date.
- 18.2. Extension of time when Proposals shall remain open beyond the original period may be made only by mutual agreement between City, the apparent Successful Proposer, and the surety, if any, for the Successful Proposer.

19. LIQUIDATED DAMAGES

- 19.1 City and Firm recognize that time is of the essence as to Completion and that City will suffer financial and other losses, if the Work is not substantially completed and finally completed within the time specified. City and Firm recognize the delays, expense, speculation and difficulties involved in proving in a legal proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Firm agree that as liquidated damages for delay (but not as a penalty) Firm shall pay City the cost which will be negotiated for each day that expires after the time specified for Final Completion (adjusted for any extensions thereof made in accordance with this Contract) until the Work has obtained Final Completion.

20. SCHEDULE OF VALUES

- 20.1. The proposed schedule of values shall be submitted with the Proposal so that the City may review it in connection with a determination on whether the Proposal balanced.

21. CONTRACT TIMELINE

- 21.1. The work shall be **completed to have this system operational within one hundred twenty (120) calendar days** after the date that the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. The City prefers a full turnkey commuter solution to be implemented and fully functional on or before July 1, 2025.

22. CONTRACT SECURITY

- 22.1. When the Successful Proposer delivers the executed Agreement to City, the required Public Construction Bond or Performance and Payment Bond must



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accompany it. This bond may be required for all Projects having an estimated cost of \$200,000 or greater or such lesser amount. The Public Construction Bond or Performance and Payment Bonds shall also apply to smaller Projects when required by Solicitation Documents.

END OF SECTION

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NATURE OF SERVICES REQUIRED

I. INTRODUCTION

The City of Plantation (CITY) is issuing a Request for Sealed Proposals (RFSPs) from independent, qualified and experienced licensed firms and/or individuals who can provide a Micro Transit Program.

The CITY seeks to introduce an on-demand transportation service as a pilot program in the Midtown District and, if successful, to expand service into other areas of the CITY (as outlined in Exhibit A). Timing and areas of service expansion will be determined by the CITY.

The pilot program will include short distance, door-to-door electric transportation within the service area boundary to any other point within the service area boundary, and is available to the user upon demand. The intent is to provide first and last mile connectivity to other forms of mass transit, which would take cars off the road, minimize single occupancy vehicles within communities and help free up parking.

All vehicles will be electric and must meet the Federal Motor Vehicle Safety Standard (FMVSS) and supply state-of-the-art charging equipment. There must always be at least one vehicle available which is ADA compliant.

II. GENERAL INFORMATION AND BACKGROUND

The CITY is a municipal corporation of the State of Florida with an approximate population of 93,000. Located in the center of Broward County, the City offers unparalleled quality of life that brings residents and businesses to the community. Plantation has a Strong Mayor form of government. The Mayor is responsible for the execution of the City Council's established and adopted policies. The City Council consists of five (5) Councilmembers elected citywide.

The City of Plantation is a full-service municipality, providing services to its residential and business communities through its Administration, Building, Financial Services, Information Technology, Engineering, Fire/EMS, Library, Office of the City Clerk, Parks and Recreation, Human Resources, Planning Zoning & Economic Development, Police, Public Works, Procurement, and Utility departments. The City employs over 900 full time, part time and will call employees.

The intent of this RFSP is to establish a contract to implement point-to-point transportation services ("Program") that will provide CITY residents, visitors and business employees ("Riders") with convenient and efficient transportation options. All vehicles will be electric and must meet Federal Motor Vehicle Safety Standards and CONTRACTOR must supply state-of-the-art charging equipment. Program should be hospitality oriented and may include supplementary hours/operations during special events requiring additional vehicles, personnel and resources. The CONTRACTOR must provide its own mobile phone application in which the user will be able to locate his or her position in the queue and request a vehicle pickup. The CONTRACTOR should

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also provide a dedicated telephone number that can be utilized to request a vehicle pickup. An ADA compliant vehicle must be available at all times.

System should be operational within one hundred twenty days (120) from issuance of Notice to Proceed.

III. SOLICITATION'S INTENT AND GENERAL EXPECTATIONS

Through implementation of the Program, the CITY desire to meet, at the minimum, the following objectives:

- a. Operate a demand-response system throughout the boundaries of the service area indicated in the map attached as Exhibit A.
- b. Provide the flexibility to scale up and down the fleet of vehicles, modify hours of operation, allocate additional hours, and/or permanently modify the type of vehicle to a larger van, if needed, with sufficient notice to procure the vehicle based on monthly, weekly, daily, and hourly fluctuations in demand in order to achieve the maximum level of service.
- c. Provide a safe and pleasing passenger experience with capable, qualified, and courteous drivers that will serve as community ambassadors.
- d. Feature a mobile phone application with which the user will be able to locate his or her position and flag a proximate, available vehicle to make the pickup. The mobile phone application should be available from both the Apple Store and the Google Play Store (e.g. available for both iPhone and Android devices). Although a fee for service is not envisioned for the pilot phase, the app should have the ability to work with a secure credit card payment system. Similarly, the app should be able to accommodate discount or promo codes.

A dedicated telephone line for ordering a ride should also be available.

- e. Have the capability to provide data captured from the mobile phone app which includes but is not limited to, number of users, destinations, average wait times, and user peak times, cancellations and declined pickups/trips.
- f. Cut down the time residents, workers and visitors spend in their vehicles circling and idling in hopes of finding parking adjacent to their destination.
- g. Allow users to get to their destination within the service area without the need to drive, park or even own a personal vehicle.
- h. Reduce traffic and vehicle emissions in the Program area.
- i. Support local businesses.

The response from qualified firms must include:

- Full description of the Firm, including size, range of activities.
- Proposal responsive to the CITY's expectations.
- Description of the micro transit ride share management team and each member's experience.
- State, local and/or national government client references.

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- A work plan with the timeline to complete the deliverables outlined in section IV below.
- Years of operation as a provider of micro transit and on demand transportation services.
- Cost schedule (indicate hourly rates for each vehicle and operator, hours expected, and total project cost)
- Complete list of all subcontractors' names, resumes and references for experience in similar services of this nature. Contractor assumes all responsibility for ensuring compliance of subcontractors with contract provisions including indemnification and hold harmless, use of sub-contractors is subject to approval by the CITY.
- Complete list of specifications for each large and small vehicle which will be assigned to this project including make, model and seating capacity.

Firm or project team must meet the following requirements:

- Experience and current knowledge of all aspects of operating and managing a Micro Transit Program.
- Current knowledge of various compliance requirements and industry licensing for this service.
- Knowledge of potential upcoming legal or industry requirements impacting Micro Transit, Ride Share and or On Demand Transportation.
- Ability to provide detailed reports for this service.
- Contractor shall obtain, pay for, and post as needed, all permits and licenses necessary to complete this project. Contractor and subcontractors must maintain current licenses as required.

IV. SCOPE OF WORK AND DELIVERABLES

Service Parameters for Point-to-Point Transportation Services

The use of environmentally friendly (electric) vehicles that meet the FMVSS and supply state-of-the-art charging equipment is required. The vehicles used throughout the term of the contract must be consistent and identifiable with Program branding. The criteria below constitute the CITY's service parameters for the Program:

- a. The Program will serve the CITY's residents, guests and commuters by providing on-demand rides to work, shopping, restaurants, events, and for various appointments within the boundaries of the service area.
- b. All trips must begin and end within the identified service area (see map attached as Exhibit A). Any changes in the service area shall be in writing and mutually agreed upon.
- c. The pilot Program shall be free to users. Tipping is allowed but cannot be solicited by the driver. Tipping jars, or anything that implies tipping is required or encouraged, is strictly prohibited.
- d. Service must be provided in fully-electric vehicles that are on-call via a mobile phone application, phone number or ride-hailing.

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- e. The CONTRACTOR will identify locations for charging stations and the CITY will cooperate as necessary. Charging station equipment installation, and maintenance will be provided by the CONTRACTOR. It is the desire of the CITY that any charging stations located on CITY property shall be made available for use by CITY employees or others during hours when not in use by CONTRACTOR. "Exhibit C" reflects the suggested area for charging stations at the CITY.
- f. Overnight vehicle parking: CONTRACTOR will secure a space to store vehicles at night, when not in service or charging. If vehicles are stored/charged on CITY property, the CITY is not liable for theft or damage that may occur.
- g. All vehicles utilized will be FMVSS and all charging equipment shall be state-of-the-art. At least one ADA compliant vehicle must be available during hours of operation.
- h. After requesting a ride, patrons must be picked up promptly and safely delivered to their destination, with a reminder to use the app again for subsequent trips back to their point of origin or another destination.
- i. CONTRACTOR shall provide a mobile phone application for requesting rides compatible with both Android and iPhone.
- j. When requesting a ride, via mobile phone application or telephone, riders shall be provided with an estimated time of arrival based on driver availability.
- k. CONTRACTOR shall collect ridership data via app, manual counts when phone calls or rider-hailing. Additionally, CONTRACTOR will maintain accurate and complete records of the service and submit monthly, quarterly and yearly reports to the CITY. Reports to the CITY shall include, but are not limited to, hourly, daily, weekly, and monthly ridership data, wait times, locations from which riders are picked up and addresses of drop-off, complaints, mileage, driver's names and suspensions, type of vehicle, number of service hours per vehicle, type of rate, cancellations and/or declined trips and accidents.
- l. When drivers use the mobile phone application to respond to ride requests, the drivers' app must be able to organize ride requests in a queue format, allowing for multiple rides to be assigned to one driver.
- m. CONTRACTOR must include at least one ADA vehicle as part of the fleet.
- n. CONTRACTOR shall provide professional, experienced, well-groomed hospitality-oriented personnel and resources to communicate engagingly with riders while answering their questions. Drivers will serve as ambassadors for the CITY. Qualified drivers must be screened, hired and trained by CONTRACTOR, with satisfactory background checks. Hiring local drivers that are bilingual is preferred.
- o. Drivers will undergo any training deemed necessary by the CITY. CONTRACTOR shall provide the CITY with background checks on all drivers. Background check shall include driving records, criminal checks and employment references, conduct initial drug testing, and provide a training program for newly hired drivers. CONTRACTOR shall not hire any person who has been convicted or pled guilty to driving under the influence of drugs or alcohol as a misdemeanor in any state. CONTRACTOR will not hire a driver with more than three (3) infractions relating to driving a motorized vehicle within the previous 24 months. CONTRACTOR shall review each driver's driving and

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- criminal records at least annually. CITY shall have the right to reject or approve all drivers in its sole and absolute discretion. All drivers must have a valid Florida Driver's licenses(s) and adhere to all CITY, county, and state traffic and driving laws.
- p. Drivers must wear a name tag. CONTRACTOR's company uniform is preferred. CONTRACTOR shall prohibit drivers from texting or using smartphones, or other mobile devices, eating, drinking, wearing headphones, and engaging in any activity that may cause the driver to become distracted while driving the vehicle. CITY and CONTRACTOR acknowledge and agree that drivers will be permitted to wear Bluetooth enabled device or similar technology to provide for delivery of services and that drivers may use smart phones mounted to the dashboard or windshield of the vehicles only in accordance with laws governing such devices.
 - q. CONTRACTOR must require all persons using the Program to comply with applicable local, state and federal laws and regulations relating to the use of seatbelts and alcohol consumption in vehicles. CONTRACTOR and its drivers are permitted to refuse service when, in the driver's opinion, a passenger poses a threat to himself or herself, other passengers, the driver, the vehicle or other vehicles or persons.
 - r. CONTRACTOR may suspend operation of the vehicles without penalty in the case of extreme weather, unsafe operating conditions, or the issuance of a tropical storm or hurricane watch or warning, subject to provided written notification to the CITY.
 - s. CONTRACTOR will communicate any problems or requests to the CITY through the Program manager or designee.
 - t. Vehicle maintenance and charging must be performed by CONTRACTOR.
CONTRACTOR shall be responsible for the cleanliness of interior and exterior of the vehicle. Vehicles must be maintained in good working order, and be free from graffiti, vandalism, defacement and other damage. Functioning heating and air conditioning systems are mandatory. Open-air vehicles may also be requested on an as needed basis. Use of open-air vehicles is subject to CITY approval.
 - u. CITY reserve the right to require the immediate dismissal of any personnel who fail to meet the standard outline above. Relief personnel shall be readily available throughout the term of the contract.
 - v. Proposed Initial Operating Schedule:

Days	Mon-Thurs	Friday	Saturday	Sunday
Hours of Operation	11AM-10PM	11AM-12Midnight	10AM – 12 Midnight	10AM-10PM

*CONTRACTOR should indicate in their proposal the number of vehicles proposed for each of the proposed zones, as well as the proposed hours of operation. Minimum number of vehicles as well as vehicles to be deployed during peak hours.

V. ADDITIONAL REQUIREMENTS

- a. Contractor shall provide copies of all permits and licenses necessary to complete this project, with their proposal.

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- b. Contractor and subcontractors must have current licenses required by the State of Florida and the City of Plantation (if applicable).
- c. The Vendor shall provide a mobile phone application platform (must be available for download on both Android and Apple devices) that may include, but is not limited to the following features:
 - Allows customers to request, modify or cancel a ride.
 - Allows customers to rate and review rides.
 - Provides live tracking for customers to confirm driver's location.
- d. Each vehicle shall be equipped with a seat belt cutter, first aid kit, spill kit, and fire extinguisher.
- e. Vendor must ensure all vehicles used are maintained in a first-class state of repair and safe operating condition at all times. All vehicle surfaces, interior and exterior, shall be kept in a clean, safe, and unobstructed fashion.

VI. LOCATION

The Program will commence operations, as a pilot, in the Midtown District which is located north of I-595, south of Cleary Boulevard, west of University Drive and east of Pine Island Road (see map attached as Exhibit A). The on-demand service is expected to take riders to and from locations within the Midtown District.

It is anticipated that service areas may be expanded over time (see map attached as Exhibit A). Expansion areas and timing of such expansion shall be determined by the CITY. Additionally, hours and days of operation, and number of vehicles are subject to change depending on the needs and conditions determined by the CITY.

VII. CUSTOMER SERVICE

Customer service is of critical importance. The CONTRACTOR will be responsible for addressing all complaints in a timely and courteous manner. CITY staff shall be provided with reports as necessary. Drivers will be educated on CITY programming, area amenities, and serve as community ambassadors.

VIII. OPTIONAL SERVICES

Especially during the Midtown pilot phase, the CITY would like to explore an option wherein rides could be initiated or ended in the Midtown District but could begin or terminate in another region of the CITY (e.g. the ride must be wholly contained within the CITY but could begin or end outside of the Midtown District). A small charge for service may be implemented for this type of service.

As the Program is expanded the CITY would want to allow the rider to connect from one service area to another.

The CITY would like to offer a "ride share" option. The number of riders shall be limited such that each rider has a separate seatbelt and the total number of passengers, including the driver, does not exceed the vehicle's legal capacity.

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As an option, the CITY would like to be able to explore a “senior micro transit program”. It is anticipated that this project would be open for use by residents age 65 or older and would provide them no cost or low-cost transportation to and from identified locations. The CONTRACTOR would work with the CITY to establish a system for seniors to register for the service. The CONTRACTOR would also work with the CITY to determine a list of medical, grocery and/or community facilities to which service would be offered (to and from).

IX. ADVERTISING

The CITY may elect to include the CITY logo and other branding information in a car wrap. CITY must approve the design of the wrap and may modify the design up to (2) two times per year at no cost to the CITY. CONTRACTOR will offer free advertising to local businesses via the mobile phone app and will, in conjunction with the CITY, develop and implement a branding strategy. The branding strategy as well as any changes to the strategy are subject to written approval by the CITY prior to implementation. Initially, the CITY will not permit paid advertising. Subject to the CITY’s prior written consent, paid advertising within and/or outside of vehicles may be permitted to off-set operational costs, providing that such advertising is in accordance with all CITY ordinances, policies and procedures.

CONTRACTOR shall also develop and implement a marketing program to promote awareness of the Program. The CITY shall have the right to review marketing materials prior to use and to request changes or withdrawal of any marketing materials.

CONTRACTOR will include screens in all vehicles with the ability to play audio/video content provided by the CITY.

X. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall be responsible for ensuring that all of its employees are complying, at all times, with the Terms, conditions and Specifications outlined herein. CONTRACTOR shall be responsible for obtaining all necessary permits for charging stations and for compliance with applicable Federal, State and local statutes pertaining to the services to be provided. CONTRACTOR will be responsible for all costs associated with purchasing, operating and maintaining its own fleet of vehicles, including but not limited to purchasing, charging, maintaining, registering, storing of vehicles, and insurance and branding.

XI. INSURANCE

- a. The CONTRACTOR shall not commence any performance pursuant to the terms of the Agreement until certification or proof of insurance has been received and approved by the CITY’s Risk Manager or their designee.
- b. The required insurance coverage is to be issued by an insurance company authorized licensed, and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of

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A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provide that the CITY shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change, or other such notice as is required by the policy. The receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements.

- c. Prior to commencing any work pursuant to this Agreement, the CONTRACTOR must submit a current Certificate of Insurance, naming the CITY OF PLANTATION, as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the CITY prior to or upon expiration. The CONTRACTOR shall provide insurance coverage as prescribed in Exhibit "B" which is attached and incorporated into this agreement.
- d. Garage Keeper's Liability is not a required insurance coverage under this agreement. The CONTRACTOR waives all claims for loss, theft or damage to CONTRACTOR's vehicles that may be stored or parked on a CITY-owned property.

XII. INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and contractors from any and all liability, losses, or damages including attorney's fees and costs of defense, which the CITY or its officers, employees, agents, or contractors may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or natures arising out of, relating to, or resulting from any unlawful, willful, negligent, or reckless acts or omissions by CONTRACTOR or its employees, agents, servants, partners, principals, or subcontractors in the performance of the services to be provided pursuant to this Agreement.

CONTRACTOR shall pay all claims and losses, and shall investigate and defend all claims, suits, or actions of any kind or nature arising out of, relating to, or resulting from any unlawful, willful, negligent, or reckless acts or omissions by CONTRACTOR or its employees, agents, servants, partners, principals, or subcontractors in the performance of services to be provided pursuant to this Agreement in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law of Florida Statute 768.28 as amended from time to time. The

SCOPE OF SERVICES

CONTRACTOR expressly understands and agrees that any insurance shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the CITY, or its officers, employees, agents, and CONTRACTORS. This paragraph shall survive the expiration or termination of this agreement.

XIII. LICENSURE AND CERTIFICATION

The contractor shall hold all licenses and certifications, obtain and pay for all permits and inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the required services. Damages, penalties or fines imposed on the CITY or CONTRACTOR, for failure to obtain and maintain required licenses, certifications, permits or inspections shall be borne by the CONTRACTOR. The CONTRACTOR shall comply with all laws and regulations applicable to provide the services. The CONTRACTOR shall be familiar with all federal, state, and local laws that may affect the goods and services being provided.

XIV. SUBCONTRACT

The CONTRACTOR shall not subcontract any portion of the work without the prior written consent of the CITY. Subcontracting without the prior consent of the CITY shall constitute a material breach of the agreement and may result in termination of the agreement. A list of all sub-contractors must be provided with the proposal.

XV. ASSIGNMENT

The CONTRACTOR shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest, or its power to execute such contract to any person, company or corporation without the prior written consent of the CITY, which shall not be unreasonably withheld. Assignment without the prior written consent of the city may result in termination of the Agreement.

XVI. SERVICE LEVELS

Vendor will propose and commit to service levels for all or the majority of the following:

Service Levels Data

- a. Average wait time
- b. Average trip rating
- c. Average time to resolve complaints.
- d. Average response time to calls and emails.
- e. Maximum percentage of missed, declined trips and cancelled trips.
- f. Percentage of trips in low-emissions vehicles
- g. Percentage of trips served in hybrid/electric vehicles.
- h. Other

END OF SECTION

PROPOSAL REQUIREMENTS

RULES FOR PROPOSALS:

Proposer shall electronically upload their Proposal to the Demand Star website (www.demandstar.com) associated with the referenced project. Proposal shall be written in English. The Proposal shall contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the Proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFSP.

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFSP. These are not inclusive of all the information that may be necessary to properly evaluate the response and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the Proposer in response to specific requirements stated herein or through the RFSP.

SUBMISSION OF PROPOSALS

The submitted Proposal shall include the following:

1. Title Page. Title page shall provide the RFSP subject; the firm's name; the name, address and telephone number of contact person; and the name, address, principal place of business and telephone number of the legal entity with whom the contract is to be entered.
2. Table of Contents. The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number. The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.
3. Transmittal Letter. This letter will summarize in a brief and concise manner the Proposer understanding of the work to be performed, a statement why the firm/individual believes itself to be best qualified to provide the general planning services, and a statement that the proposal remains in effect for ninety (90) days. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority.
4. Detailed Technical Proposal. The detailed proposal should follow the order set forth as stated below.

PROPOSAL REQUIREMENTS

TECHNICAL PROPOSAL

General Requirements - The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity, and methodology of the firms/individuals seeking to provide the services in conformity with the requirements of this Request for Sealed Proposal. Therefore, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the combined qualifications of the firm/individual and of the particular staff members to be assigned to this engagement.

The technical proposal should address each of the points outlined in the RFSP. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFSP. While additional data may be presented, the following subjects must be included.

Section 1: INTRODUCTION LETTER (not to exceed three pages)

An introductory letter, introducing the Proposer including the corporate name (if applicable), address and telephone number of principal office, number of years in business and staff size. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. Introduction shall be signed by an individual authorized to bind the Firm.

Section 2: APPROACH TO THE SCOPE OF SERVICES (unlimited pages)

The Proposal shall include a description of the proposed general services engagement, with any exhibits or documentation deemed essential, addressing the following:

- 1) Overall approach and methods to accomplish the proposed services;
- 2) Working knowledge of the City of Plantation;
- 3) Describe the current work load of each person who will be involved in the Proposal;
- 4) Summarize other Proposer resources available to meet the City's needs;
- 5) Provide information regarding any proposed innovative concepts that may enhance value and quality of the proposed work; and
- 6) Any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented by the City.

Section 3: WORK EXPERIENCE

The Proposal shall include past performance, including the total number of similar entities to which the Proposer has provided like-type services. The Proposer shall list a minimum of three (3) projects it has worked on in the past five (5) years, of similar scope and complexity. Emphasis should be on proposed services identified herein, provided for municipal clients within the State of Florida. The descriptions shall include: the client's reference and contact information; key project staff; summary of the work performed; the contract amount; the schedule; and the project's achievements, milestones and hardships. The Proposer may submit both as a prime and/or serve as a sub-Proposer under another Proposal.

PROPOSAL REQUIREMENTS

Section 4: KEY STAFF EXPERIENCE AND QUALIFICATIONS

Proposers shall submit the following information (for Proposer and any sub-Proposers) as described in the sections below:

- 1) Staffing levels at office locations;
- 2) Total staff available for this Proposal and the anticipated percent of work to be performed by various levels of staff including organizational chart;
- 3) Experience and qualifications of all key Proposer and Sub-Proposer players; (Provide resumes and licenses of all persons who will be involved in the engagement of the proposed project(s); and
- 4) List of tasks to be subcontracted out;
- 5) Resumes, references and work experience for all subcontractors (if applicable);

Section 5: LITIGATION AND TERMINATIONS

Proposer(s) shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. If none, state as such. Include whether the Proposer or any of its principals has ever been declared bankrupt or reorganized under Chapter 11 or put into receivership. List any criminal violations and/or convictions of the Proposer and/or any of its principals. Proposers shall also state if the Proposer and/or firm has had contracts for the services sought under this RFSP which were terminated for default, non-performance or delay in the past five (5) years. Proposer shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. If none, state as such.

Section 6: COST DETAIL

Propose a fee schedule for the implementation, successful management and use of the requested services/work and schedule of fees for completion of all proposed services required for this project.

END OF SECTION

Proposal Evaluation Method and Criteria

EVALUATION AND AWARD

The City will select Proposals deemed most qualified and in the best interest of the City based on the submittal criteria. The Selection Committee will rank those Proposers whose proposals are deemed most qualified.

The City reserves the right to select any Proposal which in the opinion and sole discretion of the City will be in the best interest of and/or most advantageous to the City. The City reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of Proposals.

Among other things, a Proposal may be found to be non-responsive if the Firm failed to provide the information requested in the RFSP; failed to utilize or complete the required forms; provided incomplete, indefinite, or ambiguous responses; failed to comply with the applicable deadlines; provided improper or undated signatures; or provided information that is false, misleading, or exaggerated.

SELECTION COMMITTEE

The City will designate a Selection Committee to review and evaluate the Proposals submitted in response to this RFSP.

REVIEW OF PROPOSALS

The Selection Committee will use a point(s) and/or percentage formula(s) during the review process to score Proposals. Additional information may be required of the Proposer during the review and selection process to clarify the Proposer's presented information.

EVALUATION CRITERIA

The criteria and weights as shown below shall be utilized in the evaluation of the Proposals. The Selection Committee will evaluate all responsive written Proposals to determine which proposals best meet the needs of the City, based on the evaluation criteria. A Proposer may receive all or a portion of this amount depending on the merit of the Proposal and in relation to the competing Proposals as determined by the Selection Committee. These weighted criteria are provided to assist the Proposers in the allocation of their time and efforts during the submission process.

SELECTION

Proposer selection and the award of the contract shall be done in accordance with all State of Florida requirements and procedures and all City policies and procedures. The Selection Committee shall evaluate proposals pursuant to the evaluation criteria below. The Selection Committee will then rank and short list a minimum of two (2) Proposers. Upon completion of the

Proposal Evaluation Method and Criteria

short listing, the most advantageous Proposer shall be selected from the highest score of the evaluation ranking.

ORAL PRESENTATIONS

In the event that oral presentations are requested by Selection Committee, oral presentations shall be conducted with the Shortlisted Proposers. This process will provide for a maximum of twenty (20) additional points per Selection Committee member, per each Proposer. A Proposer may receive all or a portion of this amount depending on the Oral Presentation provided by the Proposer as determined by the Selection Committee.

Oral Presentation, if Applicable

- Illustrate and detail additional expertise/experience/methodology
- Illustrate stability of Key Staff

FINAL SELECTION

The final selection will be determined by the cumulative score of the additional interview points, added to the Maximum Technical Points Total. The Proposer with the highest score will be deemed the most advantageous and subsequently recommended to the City Council for approval.

The City shall select the most advantageous Proposer(s) based on the evaluation criteria listed. That most advantageous FIRM shall be required to execute a City agreement covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. The proposal pricing shall be negotiated and included into the agreement. This agreement must be executed by the successful Proposer prior to recommendation of final award to the City Council.

The City Council shall approve final recommendation provided/presented by the Mayor.

The City shall not be contractually or otherwise bound to any FIRM until an Agreement in writing has been approved by the City Administration and signed by the appropriate City officers.

Proposal Evaluation Method and Criteria

EVALUATION CRITERIA

Criteria for Evaluation	Available Points
Qualifications and Experience / Ability of Professional Personnel ○ Firm's Program Vision, Experience and Project Team. ○ The quality of the firm's professional personnel to be assigned to the engagement/project and the quality of the firm's support personnel and continuity of staff. ○ Ability to perform services and provide technical support throughout the period of engagement ○ Program Safety Compliance Plan ○ Previous contracting experience with the City and other governmental agencies ○ Community Engagement and Marketing Program plan ○ Evidence of insurance ○ Demonstrated experience in performing micro transit/ride share services ○ Software/Application program	30
Quality of Services ○ Functionality and scope of the mobile application and data dashboard ○ The ability to satisfactorily convey, via the completeness and responsiveness of their Proposal, a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully. ○ High quality level of services to be provided to City ○ Service level plan (to address all complaints/issues etc.)	20
Technical Approach to the Project/Scope of Work ○ Approach to the Project and Methodology ○ Understanding of the City of Plantation needs ○ Technical Soundness of the proposal ○ Applicability of the services offered ○ Meeting the City's operational requirements and objectives	20
Fees ○ Pricing Structure and breakdown ○ Any other Costs	20
Other ○ References ○ Vehicle/fleet standards	10
Maximum Technical Points	100

END OF SECTION

BID/PROPOSAL FORM

RFSP NO. 102-24 MICRO TRANSIT PROGRAM

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the City:

COMPANY NAME: _____

MICRO TRANSIT PROGRAM - MIDTOWN

Item No.	Description		Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	Vehicle make & model -	\$	\$
2	Hourly fee per vehicle with driver – Small vehicle	Vehicle make & model -	\$	\$
3	Software/ Application management cost		\$	\$
4	Deployment/On-Boarding cost		\$	\$
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)		\$	\$
SUB-TOTAL				\$

MICRO TRANSIT PROGRAM – MIDTOWN EXPANSION

Item No.	Description		Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	Vehicle make & model -	\$	\$
2	Hourly fee per vehicle with driver – Small vehicle	Vehicle make & model -	\$	\$
3	Software/ Application management cost		\$	\$
4	Deployment/On-Boarding cost		\$	\$
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)		\$	\$
SUB-TOTAL				\$

BID/PROPOSAL FORM

MICRO TRANSIT PROGRAM – EASTSIDE

Item No.	Description		Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	Vehicle make & model -	\$	\$
2	Hourly fee per vehicle with driver – Small vehicle	Vehicle make & model -	\$	\$
3	Software/ Application management cost		\$	\$
4	Deployment/On-Boarding cost		\$	\$
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)		\$	\$
SUB-TOTAL				\$

MICRO TRANSIT PROGRAM – WESTSIDE

Item No.	Description		Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	Vehicle make & model -	\$	\$
2	Hourly fee per vehicle with driver – Small vehicle	Vehicle make & model -	\$	\$
3	Software/ Application management cost		\$	\$
4	Deployment/On-Boarding cost		\$	\$
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)		\$	\$
SUB-TOTAL				\$

SENIOR MICRO TRANSIT PROGRAM OPTION - MIDTOWN

Item No.	Description		Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	Vehicle make & model -	\$	\$
2	Hourly fee per vehicle with driver – Small vehicle	Vehicle make & model -	\$	\$
3	Software/ Application management cost		\$	\$
4	Deployment/On-Boarding cost		\$	\$
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)		\$	\$
SUB-TOTAL				\$

BID/PROPOSAL FORM

SENIOR MICRO TRANSIT PROGRAM OPTION – MIDTOWN EXPANSION

Item No.	Description		Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	Vehicle make & model -	\$	\$
2	Hourly fee per vehicle with driver – Small vehicle	Vehicle make & model -	\$	\$
3	Software/ Application management cost		\$	\$
4	Deployment/On-Boarding cost		\$	\$
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)		\$	\$
SUB-TOTAL				\$

SENIOR MICRO TRANSIT PROGRAM OPTION – EASTSIDE

Item No.	Description		Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	Vehicle make & model -	\$	\$
2	Hourly fee per vehicle with driver – Small vehicle	Vehicle make & model -	\$	\$
3	Software/ Application management cost		\$	\$
4	Deployment/On-Boarding cost		\$	\$
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)		\$	\$
SUB-TOTAL				\$

SENIOR MICRO TRANSIT PROGRAM OPTION – WESTSIDE

Item No.	Description		Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	Vehicle make & model -	\$	\$
2	Hourly fee per vehicle with driver – Small vehicle	Vehicle make & model -	\$	\$
3	Software/ Application management cost		\$	\$
4	Deployment/On-Boarding cost		\$	\$
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)		\$	\$
SUB-TOTAL				\$

BID/PROPOSAL FORM

ADDITIONAL FEES – IF APPLICABLE

Item No.	Description	Unit Cost	Total
1		\$	\$
2		\$	\$
3		\$	\$
4		\$	\$
5		\$	\$
GRAND TOTAL			\$

GRAND TOTAL

Item No.	Description	Total
1	Micro Transit Program – All Zones	\$
2	Senior Micro Transit Program Option – All Zones	\$
Grand Total – Micro Transit Program		\$

Provide specifications for each Large and small vehicle that is being proposed for this project including seating capacity, make and model.

*** The City reserves the right to increase/decrease quantities**

<i>Number of Calendar Days for service startup</i>	_____
--	-------

GUARANTEE OF PROPOSAL

Name of Company: _____

Street Address: _____

City State Zip

Mailing Address: _____

Phone No.: _____ Fax#: _____

Email Address: _____

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☐ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): _____

IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.

Witness

(Authorized Signature in Ink or Electronic)

Witness

(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

(Date Signed)

By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.

ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, _____, on this _____, day of _____, 2024 hereby
acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

_____.

Addenda Numbers Received:

AUTHORIZED SIGNATURE: _____

PRINTED NAME OF ABOVE: _____

TITLE OF ABOVE: _____

COMPANY NAME: _____

PROPOSER'S CERTIFICATION

(ACKNOWLEDGMENT OF PROPOSER, IF A CORPORATION)

STATE OF _____)

SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as _____ of _____, a _____ corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

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

Personally, known _____ or product identification _____

Type of identification produced _____ (NOTARY'S SEAL)

(ACKNOWLEDGMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____)

SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

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

Personally known _____ or product identification _____

Type of identification produced _____ (NOTARY'S SEAL)

PROPOSER'S CERTIFICATION

ACKNOWLEDGMENT OF PROPOSER, IF A LIMITED LIABILITY COMPANY

STATE OF _____)

SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as _____ of _____, a _____ company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

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

Personally, known _____ or product identification _____

Type of identification produced _____ (NOTARY'S SEAL)

CORPORATE RESOLUTION

I hereby certify that I, _____, am the undersigned
Secretary of _____ (The "Corporation") authorized to do business in
the State of Florida, having its principle place of business at
_____. The Corporation is duly organized and
existing under laws of the State of _____ and the following is true, accurate and
complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said
Corporation duly held _____ day of _____, _____ at which meeting there was
present and acting throughout a quorum authorized to transact business hereinafter described, and that the
proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said
resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that _____ (name), _____ (title)
of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said
Corporation, in its name and for its account for _____ (Project Title) and to take
such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable
in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the
Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and
they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the
seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the
same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this ____ day of _____, 20__

CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a _____ corporation, do certify that _____ (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

NAME		TITLE		SIGNATURE

This ____ day of _____, 20 ____.

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I (*printed name*) _____ am the (*title*) _____ and the duly authorized representative of the firm of (*Firm Name*) _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; And,
3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Firm Name: _____

Printed Name: _____

Signature: _____ Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____ (*name of corporation acknowledging*), a _____ (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

NOTARY PUBLIC

My Commission Expires: _____

REFERENCES

The Proposer shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Proposer in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Proposer to Proposal. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

PROPOSAL COMPANY NAME:

1. PROJECT: _____ DATE: _____

LOCATION: _____

OWNER REPRESENTATIVE: Name: _____

Title: _____

Email: _____

2. PROJECT: _____ DATE: _____

LOCATION: _____

OWNER REPRESENTATIVE: Name: _____

Title: _____

Email: _____

3. PROJECT: _____ DATE: _____

LOCATION: _____

OWNER REPRESENTATIVE: Name: _____

Title: _____

Email: _____

SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by _____ (entity submitting sworn statement), whose business address is _____ and its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).
3. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate

PUBLIC ENTITY CRIMES

Fill in Form

of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL

NOTARY PUBLIC:

SIGN: _____

PRINT: _____

Notary Public, State at large

My Commission Expires: _____

FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

LAST NAME - FIRST NAME - MIDDLE INITIAL			OFFICE / POSITION HELD
MAILING ADDRESS			AGENCY OR ADVISORY BOARD
CITY	ZIP	COUNTY	ADDRESS OF AGENCY

HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) or (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

- The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

() The reporting person;

() The spouse of the reporting person, whose name is _____; or

() A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

() Supplying the following realty, goods, and/or services: _____.

() Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

_____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
() Officer; () Partner; () Associate; () Sole proprietor; () Stockholder; () Director; () Owner of in excess of 5% of the assets of capital stock in such business entity; () Employee; () Contractual relationship with the business entity;
() Other, please describe:

PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable*.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

☐ The reporting person;

☐ The spouse of the reporting person, whose name is _____; or

☐ A child of the reporting person, whose name is _____.
2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

_____.
3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

(NAME OF ENTITY) (ADDRESS OF ENTITY)
4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
☐ Officer; ☐ Partner; ☐ Associate; ☐ Sole proprietor; ☐ Stockholder; ☐ Director; ☐ Owner of in excess of 5% of the assets or capital stock in such business entity; ☐ Employee; ☐ Contractual relationship with the business entity;
☐ Other, please describe:

SIGNATURE

SIGNATURE	DATE SIGNED	DATE FILED

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

NON-COLLUSION CERTIFICATION

Fill in Form

TO BE RETURNED WITH BID

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation 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 indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME

RELATIONSHIP

Witnesses:

BIDDER:

Typed name: _____

By: _____

Name: _____

Typed name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ who is personally known to me or who has produced _____ as identification.

My commission expires: _____

NOTARY PUBLIC

STATEMENT UNDER SECTION 287.087
FLORIDA STATUTES

TO BE RETURNED WITH BIDDER

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature

Printed Name

Bidder Name

Date

TRUTH IN NEGOTIATION STATEMENT

TRUTH IN NEGOTIATION STATEMENT

Sworn Statement to be returned with Response to Solicitation

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____,
who, after being duly sworn, deposes and says as follows:

1. This sworn statement is submitted by _____, (entity submitting sworn statement), whose business address is _____, and its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).
2. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____, and I have personal knowledge of the statements made herein. I also have the authority to make this statement on behalf of _____, (entity submitting sworn statement).
3. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Respondent to execute this certificate.
4. I attest that any wage rates and other factual unit costs shown to the City, required by the City, or reflected in the Response to the City solicitation which resulted in this Contract are accurate, complete, and current. I further agree that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

FURTHER AFFIANT SAYETH NAUGHT.

TRUTH IN NEGOTIATION STATEMENT

NOTARY BLOCK FOR AN INDIVIDUAL

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of personal acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

NOTARY BLOCK FOR A CORPORATION

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

TRUTH IN NEGOTIATION STATEMENT

NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of member, manager, officer, or agent, title of member, manager, officer or agent), of _____ (name of company acknowledging), a _____ (state or place of formation) limited liability company, on behalf of the company, who is personally known to me or who has produced _____ (type of identification) as identification.

My commission expires:

NOTARY PUBLIC

Proposal Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

Proposer's Name: _____ **Date:** _____

Base Proposal Total: _____

Plantation Local Business pursuant to City Code Section 2-227: Yes ☐ or No ☐

Minority Business Enterprise (as defined FL Statutes 288.703): Yes ☐ or No ☐

Submitted Forms:

- | | |
|---|--|
| ☐ Proposers Certification | ☐ Registered as a City of Plantation Vendor |
| ☐ Bid Form | ☐ Signed General Terms and Provisions |
| ☐ Addendums (if any) | ☐ Bid Guarantee Form |
| ☐ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services | |
| ☐ Bid Checklist and Summary Form | ☐ References |
| ☐ Public Entity Crimes Forms | ☐ Drug Free Workplace Form |
| ☐ Certificate of Insurance | ☐ Conflict of Interest |
| ☐ Firm Profile | ☐ Truth in Negotiation |
| ☐ Non-Collusion Certification | ☐ Corporate Resolution |

Signature: _____

Printed Name: _____

MICRO-TRANSIT ZONES MAP
CITY OF PLANTATION

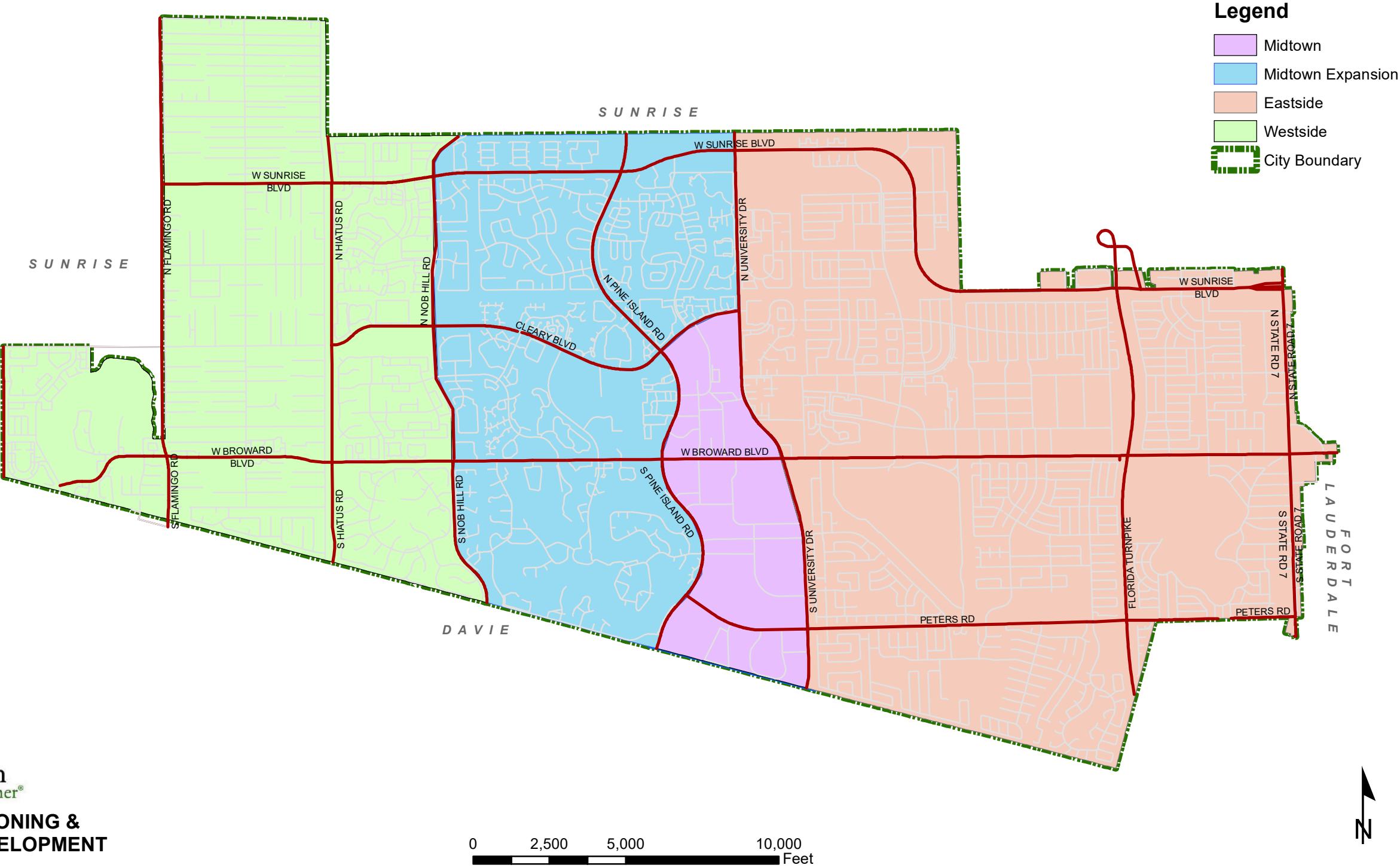


EXHIBIT “B”

ADDITIONAL INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY’s Risk Manager who can be reached by phone at (954) 797-2210 or email cmorris@plantation.org should you have any questions regarding the terms and conditions set forth in this Article.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY’s review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker’s Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Plantation as an additional insured as CITY’s interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR’s negligent acts or omissions in connection with CONTRACTOR’s performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance**Limits of Liability****GENERAL LIABILITY:**

Minimum \$1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent CONTRACTORS	personal injury
XX personal injury	

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

___ comprehensive form	Agent must show proof they have this coverage.
------------------------	--

EXCESS LIABILITY

Per Occurrence Aggregate

XX excess/umbrella	bodily injury and property damage combined	\$5,000,000	\$5,000,000
--------------------	--	-------------	-------------

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

___ * Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
---	-------------	-------------

(3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability

Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

Potential Location of Charging Facility

Parking area behind City Hall – southeast side of building



Aerial view of City Hall



RESOLUTION NO. ____

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF
BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR
THE APPROVAL OF THE AGREEMENT FOR MICRO
TRANSIT PROGRAM – TERM CONTRACT BETWEEN
THE TOWN OF BAY HARBOR ISLANDS AND THE BEE
FREE; PROVIDING FOR INCORPORATION OF
RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, The Beefree, LLC d/b/a Freebee (“Freebee”) provides on demand micro transit services; and

WHEREAS, the Town desires to enter into an agreement with Freebee in accordance with an Agreement between the City of Plantation and Beefree, LLC d/b/a Freebee dated May 2, 2025, pursuant to the piggy-back purchase provision in accordance with Section 2-1.2(a)(6) of the Town Code, which allows for use of contracts from other governmental agencies which have been arrived at through a competitive bidding process; and

WHEREAS, the Town desires to enter into an agreement with Freebee to provide an on-demand micro transit service that allows riders to request trips between any two locations within the service area boundary; for an initial term expiring on May 1, 2020, with the Town having the option to extend for two (2) additional three (3) year terms and additional one (1) year periods thereafter; and

WHEREAS, the Town Council hereby finds the Agreement for Micro Transit Program – Term Contract, between the Town and Freebee, attached hereto as Exhibit A, and made a part of this Resolution, to be 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:**

Section1. The foregoing recitals are adopted and hereby incorporated as if fully set

forth herein.

Section 2. The Agreement for Micro Transit Program – Term Contract, between the Town and Freebee for an on-demand micro transit service that allows riders to request trips between any two locations within the service area boundary, in substantially the form attached hereto as Exhibit A, is hereby authorized and approved.

Section 3. If any provision, section, phrase, or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

Section 4. The Town Manager is hereby authorized to do all things necessary to carry out the aims of the Resolution.

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

PASSED and ADOPTED this __ day of October, 2025.

ISAAC SALVER, MAYOR

ATTEST:

EVELYN HERBELLO, TOWN CLERK

APPROVED AS TO FORM:

**GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Morris G. (Skip) Miller, Esq.**



2312 N. Miami Ave.
Miami, FL 33127

T 305.330.9450
F 305.290.3363

info@ridefreebee.com
ridefreebee.com

September 24th, 2025

Dear Town of Bay Harbor Islands,

Over the past three years, we've been proud to partner with the Town of Bay Harbor Islands to provide safe, sustainable, and community-focused transportation. Together, we've created a model that enhances mobility, supports local businesses, and strengthens quality of life for residents and visitors alike.

With the anticipated FDOT approval next month, we're excited to take the next step in our partnership by expanding service, introducing new technologies, and unlocking additional value for the Town. Below you'll find the agreed-upon pricing, scope of work, and details on the new advertising revenue program designed to further offset costs and maximize impact.

Service Overview

- **Hours of Operation:** 7:00 AM – 10:00 PM, Monday through Sunday
- **Quantity of Vehicles:** 2
- **Vehicle Types:** Tesla SUV or equivalent
- **Equipment Provided by Freebee:** Vehicles and chargers
- **Annual Cost:** \$264,574.08
- **Hourly Rate:** \$36.34 per vehicle

Advertising Revenue Opportunity

Freebee is pleased to introduce a revenue-generating initiative through third-party advertising on vehicles within Bay Harbor Islands. This program offers the Town a chance to reduce overall program costs while ensuring advertising remains community-appropriate.

- **Revenue Share:** 50/50 split between Freebee and the Town
- **Town Oversight:** Full approval rights over all advertisers and creative content, ensuring family-friendly, community-aligned, non-explicit messaging
- **Projected Impact:** Based on comparable markets, advertising could generate **\$15,000–\$60,000+ annually**, depending on campaign activity and volume

Turnkey Service Package (Included in Fee)

- Professional Drivers & Ambassadors (hiring, training, scheduling)
- Fully Electric Vehicles & Charging Infrastructure
- App Development, Maintenance & Licensing
- Vehicle Maintenance & Cleaning
- Comprehensive Insurance

- Live Data Integration & Performance Dashboards
- Transportation Planning & Design Support
- Marketing, PR & Community Outreach
- Sponsorship & Advertising Sales

Service Area



We are confident this next phase will not only expand mobility but also strengthen Bay Harbor Islands' position as a forward-thinking community committed to sustainability, innovation, and quality of life. By combining enhanced service with a new revenue stream, this program provides both immediate impact and long-term value.

We deeply value our partnership with the Town and look forward to continuing to deliver results that residents and visitors can be proud of.

With appreciation,

A handwritten signature in black ink, appearing to read 'Jason Spiegel'.

Jason Spiegel
CEO, Freebee



AGREEMENT FOR MICRO TRANSIT PROGRAM TERM CONTRACT

This Agreement made and entered into this _____ day of _____, 2025, by and between the Town of Bay Harbor Islands, a Florida municipal corporation ("Town") and **The Beefree, LLC d/b/a Freebee**, a Florida Limited Liability Company ("Contractor"), ("Party" or collectively "Parties");

WHEREAS, the Town is seeking to piggyback on The City of Plantation's existing contract with qualified firms for the provision of Micro Transit Program services. The selected firm will provide all necessary equipment, materials, and specialized personnel to design, implement, operate, and maintain the micro transit system in accordance with the terms and specifications established in the City of Plantation's contract, subject to the Town's approval and any necessary modifications to address the Town's specific requirements and service area needs;

WHEREAS, the Contractor has expressed its willingness and capability to perform the necessary work to accomplish the services/projects on an "as-needed" basis; and

WHEREAS, the Town and the Contractor wish to enter into an Agreement for **micro transit services** in accordance with the City of Plantation's Agreement with the Contractor dated May 2, 2025, in response to Request For Proposals No. 102-24

NOW, THEREFORE, the Town and the Contractor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows:

WITNESSETH:

I. DOCUMENTS

The Contract Documents, which comprise the entire Agreement between the Town and Contractor, are incorporated herein and attached to this Agreement, and consist of the following:

This Agreement.

Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.

Exhibit A: Proposal for the Town of Bay Harbor Islands, Presented by Beefree, LLC d/b/a Freebee.

Request for Proposals 102-24, and the specifications prepared by The City of Plantation for Micro Transit Program, exclusive of the Supplementary Conditions therein (collectively, "Request for Proposals 102-24").

Exhibit B. The City of Plantation Agreement.

All applicable provisions of State and Federal Law.

Permits on file with the Town and or those permits to be obtained, shall be considered directive in nature and will be considered a part of this Agreement.

In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Approved change orders, addenda or amendments.
- b. This Agreement dated _____, and any attachments and/or any related Task Orders.
- c. Exhibit A Proposal for the Town of Bay Harbor Islands Presented by Beefree, LLC d/b/a Freebee
- d. Request for Proposals 102-24.
- e. Exhibit B. The City of Plantation Agreement.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Contract Administrator designated by the Town as Randy Stokes, in writing, within five (5) calendar days, and before proceeding with the Work affected shall obtain a written interpretation or clarification from the Town.

Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the Town, the Contractor, or any of their agents or employees from those set forth in the Contract Documents

II. SCOPE

The Contractor shall perform the Work under the general direction of the Town as set forth in the Contract Documents and Exhibit A.

The Contractor shall be responsible for furnishing all labor, supervision, vehicles, technology, and equipment required to provide, operate, maintain, and administer an on-demand, short-distance, door-to-door electric micro-transit service within the Town's designated Service Area, in accordance with this Agreement. All sections of this Agreement are mutually complementary, and the overall intent is that the Contractor shall provide everything necessary to deliver a complete, safe, reliable, and ADA-accessible micro-transit service in every respect. The Work, as completed, shall meet all applicable Federal Motor Vehicle Safety Standards (FMVSS), the Americans with Disabilities Act (ADA), and all applicable codes, ordinances, rules, and regulations of every authority having jurisdiction in the area where the service is operated. Failure of the Contractor to identify non-compliant items does not relieve the Contractor or its Subcontractors of the responsibility for meeting such requirements.

The Contractor shall furnish and maintain an all-electric fleet and associated state-of-the-art charging equipment sufficient to meet the Town's service levels without degradation of service quality. There must always be at least one (1) ADA-compliant vehicle available during operating hours. The Contractor shall provide and maintain the rider-facing and dispatch technology (e.g., mobile application, web portal, and call center access) necessary to request trips, receive ETAs, and access customer support. Offerings shall be limited to products and services directly related to the delivery of the micro-transit program, including operations, vehicle supply and upkeep, charging infrastructure, driver staffing and supervision, data reporting, customer service, and any ancillary services necessary to support the micro-transit service and first/last-mile connectivity to other forms of mass transit.

The Contractor acknowledges and agrees that the Town's Contract Administrator, Randy Stokes, has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the Town Manager or his designee and approved by the Town Council whenever required in compliance with the Charter and Code of Ordinances for the Town of Bay Harbor Islands.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract term shall commence upon the date specified in the Notice to Proceed issued by the Town and shall expire on May 1, 2030, unless otherwise extended as provided herein. The Town reserves the right to extend the contract for two (2) additional three (3) year terms, providing all terms, conditions, and specifications remain the same, both parties agree to the extension, and such extension is approved by the Town. Lastly, if the Town is satisfied with services provided by Contractor, this Agreement may be extended for additional one (1) year periods following the final three (3) extension, provided the Contractor also agrees in writing to extension upon such terms (to include prices/rates and fees) as the Town and Contractor agree subject to approve to any increase in pricess/rates/ or fees by Town Council

FEES AND PAYMENTS

Payment for all services provided in compliance with the Contract Documents, inclusive of furnishing all labor, equipment, materials, and performance of all operations relative to the provision of micro transit services, will be made as set forth in Exhibit A. Should the Contractor

determine that the cost of any part of the services has not been identified by an item on Exhibit A, the Contractor shall include the cost of such services in the most applicable line item, so that the proposal for the project reflects the total price for completing all services in their entirety. Services for which there is no specific pay item will be considered incidental to the Contract and no additional compensation will be allowed. The Contract Administrator shall determine if the services have been satisfactorily completed and accepted for payment.

Extra Work. At any time during the Term, Town may request that the contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by Town to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. The Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the Town.

IV. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the Town's approval, and indemnify and hold harmless the Town and the Town's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Town Manager, any sums due Contractor under this Agreement may be retained by Town until all of Town's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Town.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the Town's approval, and indemnify and hold harmless the Town from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the Town's use of any copyrighted, patented or unpatented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The Town Manager may also terminate this Agreement upon such

notice as the Town Manager deems appropriate under the circumstances in the event the Town Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the Town erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the Town's satisfaction ; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The Town reserves the right, in its best interest as determined by the Town, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the Town's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable, and sufficient consideration from Town, the receipt and adequacy of which are hereby acknowledged by Contractor, for Town's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The Town reserves the right, in its best interest as determined by the Town, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the Town for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the Town a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the Town's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the Town, and these coverages, limits, and endorsements may not be relied upon by the

Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the Town's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The Town and the Town's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the Town or the Town's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Excess/Umbrella Liability Insurance.

Contractor shall provide, carry, maintain and pay for Excess/Umbrella Liability Insurance in the minimum amounts of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate for excess/umbrella bodily injury and property damage combined.

Employer's Liability Insurance.

If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee and Five Hundred Thousand Dollars (\$500,000.00) per aggregate

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the Town must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the Town's Risk Manager, if they are in accordance with Florida Statutes.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the Town and the Town's officers, employees, and volunteers for all losses or damages. The Town requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the Town with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the Town a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the Town with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The Town reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial Agreement or prior.
- f. The Town shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The Town shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the Town as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the Town and the Town's officers, employees, and volunteers. Any insurance or self-insurance maintained by the Town covering the Town, the Town's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the Town, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the Town confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The Town reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the Town's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of Town shall be comparable to the best local and national standards.

The Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Work and carry out its obligations under this Agreement in a professional and first class manner.

The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

Drivers of any vehicles must meet the following requirements:

- (a) Drivers must possess a valid Florida driver's license and be authorized and medically fit to operate the vehicles;
- (b) Drivers must not have had their driver's license suspended or revoked within the prior eighteen (18) months;
- (c) Drivers must be at least 18 years of age; and
- (d) Drivers must have a valid policy of automobile liability insurance in coverage amounts consistent with all applicable legal requirements.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Town; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the Town as provided herein.

J. Audit Right and Retention of Records

Town shall have the right to audit the books, records, and accounts of Contractor and the Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause the Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to Town in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by Town in Miami-Dade County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by Town to be

applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Town, may not submit a bid on a contract with Town for the construction or repair of a public building or public work, may not submit bids on leases of real property to Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with Town, and may not transact any business with Town in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by Town pursuant to this Agreement and may result in debarment from Town's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of Town. No partnership, joint venture, or other joint relationship is created hereby. Town does not extend to Contractor or Contractor's agents any authority of any kind to bind Town in any respect whatsoever.

L. Inspection and Non-Waiver

Contractor shall permit the representatives of Town to inspect and observe the Work at all times.

The failure of the Town to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the Town's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party, and in the case of the Town any assignment, transfer or encumbered by the contractor may be withheld by the Town in its sole discretion. In addition, Contractor shall not subcontract any portion of the work required by this Agreement without the Town's written consent. Town may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without Town's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to Town's approval or disapproval, and indemnify and hold Town and Town's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for Town by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to Town's prior written approval, which approval Town may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing off on each such schedule, the Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the Town directs.

Q. Materiality and Waiver of Breach

Town and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severability

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The Town desires to enter into this Agreement only if in so doing the Town can place a limit on the Town's liability for any cause of action for money damages due to an alleged breach by the Town of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the Town for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the Town to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the Town shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the Town to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon Town's liability as set forth in Section 768.28, Florida Statutes.

U. Governing Law, Venue, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Miami-Dade County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ANY AND ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Town's Mayor and/or Town Manager, as determined by the Charter and Ordinances of the Town of Bay Harbor Islands, Florida, and Contractor, or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, Town shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The Town and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing

the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

AA. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The Town may terminate this Agreement at the Town's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the Town to perform the service.
2. Upon request from the Town's custodian of public records, provide the Town 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 in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.
3. 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 Agreement if the Contractor does not transfer the records to the Town.
4. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's

custodian of public records, in a format that is compatible with the information technology systems of the Town.

5. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 (2024) TO THE EXTENT APPLICABLE TO THE CONTRACTOR. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER: (305) 866-6241, E-MAIL ADDRESS: EHERBELLO@BAYHARBORISLANDS-FL.GOV AND MAILING ADDRESS: TOWN CLERK, 1030 95TH STREET TRAILER 5, BAY HARBOR ISLANDS, FL 33154.

CC. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

DD. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The Town, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the contract with the person or entity.

3. The Town, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2024), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the Town terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2024), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the Town as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section VI. DD., including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section VI. DD. in their subcontracts. The Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

EE. Anti-Human Trafficking Compliance

As a condition precedent to the effectiveness of this Agreement, and in accordance with applicable federal and state laws, including but not limited to Section 787.06, Florida Statutes (2024), as may be amended or revised, the Contractor and all subcontractors shall comply with all prohibitions against human trafficking and forced labor in the performance of this Agreement.

1. Affidavit Requirement – The Contractor shall provide the Town with a sworn affidavit affirming that the Contractor, its employees, agents, and subcontractors do not engage in, support, or knowingly benefit from any form of human trafficking or forced labor, including but not limited to acts prohibited under Section 787.06, Florida Statutes (2024), as may be amended or revised.
2. Subcontractor Compliance – The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit affirming compliance with the requirements of this Section. The Contractor shall maintain a copy of each subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
3. Termination for Violation – The Town, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has engaged in conduct that violates the prohibitions set forth in Section 787.06, Florida Statutes (2024), as may be amended or revised, shall immediately terminate the contract with such person or entity.
4. Order to Terminate Subcontractor – If the Town has a good faith belief that a subcontractor has violated the provisions of this Section, but that the Contractor otherwise complied with this Section, the Town shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. The Contractor shall comply with such order without delay.
5. Effect of Termination – A contract terminated under this Section shall not be deemed a breach of contract by the Town. If the Town terminates this Agreement for violation of this Section, the Contractor may not be awarded a public contract for at least one year after the termination date. The Contractor shall be liable for any additional costs incurred by the Town as a result of termination of this Agreement.
6. Flow-Down Requirement – The Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, requiring all

subcontractors to include the same requirements in their respective subcontracts. The Contractor shall be responsible for compliance by any and all subcontractors with the requirements of this Section.

FF. Delivery of Notices

All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

Beefree, LLC d/b/a Freebee:

Beefree, LLC d/b/a Freebee
371 NE 61st Street
Miami, FL 33137
Attn: Jason Spiegel
jason@ridefreebee.com

Town:

Public Works Director
Randy Stokes
1030 95th Street Trailer 4
Bay Harbor Islands FL 33154
rstokes@bayharborislands-fl.gov

Town Attorney
Greenspoon Marder LLP
1030 95th Street Trailer 2
Bay Harbor Islands FL 33154
Skip.miller@gmlaw.com

Procurement Officer
Fausto Vargas
1030 95th Street Trailer 2
Bay Harbor Islands FL 33154
fvargas@bayharborislands-fl.gov

Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address, or delivered to such electronic mail address provided by the Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving Party.

FF. Execution in Counterparts.

This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

IN WITNESS WHEREOF, the Town and the Contractor execute this Agreement as follows:

TOWN OF BAY HARBOR ISLANDS,

By: _____
Lindsley Noel
Town Manager

By: _____
Evelyn Herbello
Town Clerk

By: _____
Greenspoon Marder LLP
Town Attorney

Beefree, LLC d/b/a Freebee

By: _____
Jason Spiegel
President

EXHIBIT A



2312 N. Miami Ave.
Miami, FL 33127

T 305.330.9450
F 305.290.3363

info@ridefreebee.com
ridefreebee.com

September 24th, 2025

Dear Town of Bay Harbor Islands,

Over the past three years, we've been proud to partner with the Town of Bay Harbor Islands to provide safe, sustainable, and community-focused transportation. Together, we've created a model that enhances mobility, supports local businesses, and strengthens quality of life for residents and visitors alike.

With the anticipated FDOT approval next month, we're excited to take the next step in our partnership by expanding service, introducing new technologies, and unlocking additional value for the Town. Below you'll find the agreed-upon pricing, scope of work, and details on the new advertising revenue program designed to further offset costs and maximize impact.

Service Overview

- **Hours of Operation:** 7:00 AM – 10:00 PM, Monday through Sunday
- **Quantity of Vehicles:** 2
- **Vehicle Types:** Tesla SUV or equivalent
- **Equipment Provided by Freebee:** Vehicles and chargers
- **Annual Cost:** \$264,574.08
- **Hourly Rate:** \$36.34 per vehicle

Advertising Revenue Opportunity

Freebee is pleased to introduce a revenue-generating initiative through third-party advertising on vehicles within Bay Harbor Islands. This program offers the Town a chance to reduce overall program costs while ensuring advertising remains community-appropriate.

- **Revenue Share:** 50/50 split between Freebee and the Town
- **Town Oversight:** Full approval rights over all advertisers and creative content, ensuring family-friendly, community-aligned, non-explicit messaging
- **Projected Impact:** Based on comparable markets, advertising could generate **\$15,000–\$60,000+ annually**, depending on campaign activity and volume

Turnkey Service Package (Included in Fee)

- Professional Drivers & Ambassadors (hiring, training, scheduling)
- Fully Electric Vehicles & Charging Infrastructure
- App Development, Maintenance & Licensing
- Vehicle Maintenance & Cleaning
- Comprehensive Insurance

- Live Data Integration & Performance Dashboards
- Transportation Planning & Design Support
- Marketing, PR & Community Outreach
- Sponsorship & Advertising Sales

Service Area



We are confident this next phase will not only expand mobility but also strengthen Bay Harbor Islands' position as a forward-thinking community committed to sustainability, innovation, and quality of life. By combining enhanced service with a new revenue stream, this program provides both immediate impact and long-term value.

We deeply value our partnership with the Town and look forward to continuing to deliver results that residents and visitors can be proud of.

With appreciation,

A handwritten signature in black ink, appearing to read 'Jason Spiegel'.

Jason Spiegel
CEO, Freebee

AGENDA ITEM REPORT

October 8, 2025

ITEM NUMBER: 11.

ITEM: Authorize renewal of consulting agreement with Caballero Fierman Llerena & Garcia, LLP, for financial audit support services for the fiscal year ending September 30, 2025. Sponsored by Town Manager Lindsley Noel.

DESCRIPTION:

On June 14, 2024 the Town entered into an agreement with Fierman, LLerena, Garcia, LLP (CFLG) to provide audit support to complete the Fiscal Year 2023 audit. CFLG presented a proposal to provide audit preparation services for the fiscal year ended September 30, 2024 (FY24) with options to renew for FY25 and FY26 at an amount not to exceed \$162,500. We are requesting commission authorization to renew the agreement to have CFLG provide audit support services for the fiscal year ended September 30, 2025.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

The Proposed Budget for FY 2025-2026 includes a total amount of \$162,500. \$81,250 in Professional Services line item 001.5130.400031.000 and \$81,250 in Professional Services line item 401.5415.400031.000.

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

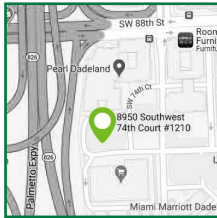
1.	CFLG Proposal - BHI
2.	Town of Bay Harbor Islands 09.30.2024 Financial Consulting Engagement Letter
3.	Resolution - Caballero Fierman Llerena & Garcia LLP



CABALLERO FIERMAN
LLERENA + GARCIA LLP
accountants | advisors

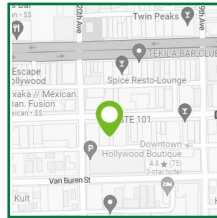
Miami-Dade Office

8950 SW 74th Court
Suite 1210
Miami, FL 33156



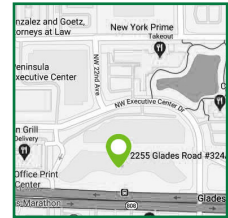
Broward Office

1930 Harrison Street
Suite 101
Hollywood, FL 33020



Palm Beach Office

2255 Glades Road
Suite 324A
Boca Raton, FL 33431





CABALLERO FIERMAN
LLERENA + GARCIA LLP

accountants | advisors

Caballero Fierman Llerena & Garcia, LLP
8950 SW 74 Court, Suite 1210
Miami, FL 33156
T:305.662.7272 F: 305.662.4266
CFLGCPA.COM

August 12, 2024

Jenice Rosado - Town Manager
Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, Florida 33154

Re: Proposal for Audit Preparation Services

The certified public accounting firm of Caballero Fierman Llerena & Garcia, LLP (CFLG) proudly submits the following proposal to provide Audit Preparation Services to the Town of Bay Harbor Islands (the Town) for the fiscal year ended September 30, 2024. The firm consists of Certified Public Accountants and professionals dedicated to serving the public sector specializing in audits of non-profit and Governmental organizations. The partners of CFLG have been providing professional CPA services throughout Florida for the past 50 years and are members of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants. Caballero Fierman Llerena & Garcia, LLP is also a member of the Governmental Audit Quality Center.

Our team offers the **following advantages:**

Personnel On-The-Job: Our Management Team's CPA's have a combined experience of over 50 years of professional practice and are committed to the government sector.

Knowledgeable Team: Because our team members are devoted to the government sector, we are experts in the intricacies and unique issues affecting the Town .

Management Involvement:

- The professionals assigned to your engagement focus the **majority** of their time working **exclusively** with Governmental clients.
- Experienced Firm Management** (Partners/Managers/Supervisors/Seniors) will dedicate **100 percent of their time** to your engagement.
- Because of our experience, we will use your staff's time **efficiently** and serve as a **valuable resource** for the Agency.

Timely Delivery of Services: We understand the importance of completing the reporting requirements and year-end processes in a timely manner and will work closely with you, your staff and your external auditors to exceed your expectations.

Please note the firm has available the following number of Team Members to assist your Engagement:

2 Partners

2 Managers

1 Supervisor

1 Senior

6 Total

Fees: We recognize that engaging an accounting firm is an important investment of the Town. You can expect that we are competitively priced and that your investment in us will add value to your Town.

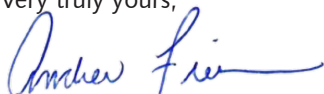
Caballero Fierman Llerena & Garcia, LLP has never received an unacceptable review from a federal or state desk review of any of its workpapers. In addition, CFLG nor any of its partners have ever been involved in any disciplinary action by a regulatory agency or professional organization.

License and Insurance: We are fully licensed and insured to provide the services identified in the scope of services. Copies of licensure and insurance documents can be provided upon request.

We are confident that our firm is eminently qualified to meet the challenges of this engagement. The Town will be a valued client of our firm and we pledge to commit our resources to provide the level and quality of services that will fit the Town's needs, and exceed your expectations.

Andrew Fierman, CPA, is authorized to make representations for and to bind the firm. He can be reached at 786-390-5831. His e-mail address is afierman@cflgcpa.com. Please do not hesitate to call if you have any questions about the information provided in this proposal. We thank you for considering our firm's qualifications and experience and look forward to serving you.

Very truly yours,



Andrew Fierman, CPA - Partner
Caballero Fierman Llerena & Garcia, LLP
FEI# 55-0912340
CPA License#: AD64536



FIRM PROFILE

Caballero, Fierman, Llerena & Garcia, LLP (CFLG) has been serving the South Florida Community since 1972 with the highest level of ethical standards and an unparalleled level of professional and personal service with offices in Miami-Dade, Broward, and Palm Beach Counties.

CFLG offers an extensive range of professional services and a high degree of specialization. In addition to traditional accounting, audit, tax and consulting, the firm has developed several niche practice areas including services for the government and not-for-profit sectors.

Our professionals combine practical knowledge with years of experience to provide a level of understanding and service that is unique among professional service firms. We take a team approach to every engagement, ensuring the highest degree of technical knowledge, experience and understanding of current issues and regulatory matters. In addition, our firm is a member of Abacus Worldwide, an international association of independent accounting, consulting and legal firms which provides our Firm's professionals added access to a wide range of industry and service specialization.

FIRM SPECTRUM OF SERVICES

ASSURANCE SERVICES involve audits of financial statements of governmental entities, Federal and Florida Single Audits, employee benefit plans, and small businesses, compilations, reviews, Audit Support, agreed upon procedures, and internal control assessments.

TAX AND ADVISORY SERVICES involve tax return preparation for not-for-profit organizations, private companies and individuals. We also provide assistance to not-for-profit organizations and local governments with compliance and understanding of IRS regulations.

INFORMATION TECHNOLOGY (IT) includes services such as IT compliance assessments and penetration testing.

CFLG's philosophy is to provide our clients with the same high level of service they would expect from a large national firm, but with the personal attention of a small local firm. All of our clients have direct access to our partners. We commit to have our partners involved throughout all phases of the engagement. For example, our partners are in the field during the audit and all the decision making is on site.

Our professional staff is prepared and fully qualified to help you determine your realistic present and future goals, and assist you in reaching them. We combine invaluable experience gained at some of the most highly regarded international accounting firms, with the kind of personal service these firms can seldom provide.

Every member of our professional staff at the firm is here because they combine outstanding accounting qualifications with proven communication skills and depth of character. Our partners and staff are actively involved with recognized standard-setting organizations at the national, state, and local levels. The firm is also a member of the AICPA Governmental Audit Quality Center, which holds our firm to a higher standard of quality.

Our industry areas of specialization include:

- Governmental Organizations
- Not-For-Profit Organizations
- Federal and Florida Single Audits
- Charter Schools
- Retirement Plans (Defined Benefit, Defined Contribution, 403(b) and 401(k))
- Small Businesses
- Individuals



CABALLERO FIERMAN
LLERENA + GARCIA LLP

accountants | advisors

ASSURANCE SERVICES

Caballero, Fierman, Llerena & Garcia, LLP has provided professional auditing, accounting, financial reporting, Audit Support and management consulting services to a broad spectrum of governmental entities, not-for-profit organizations and commercial entities. Our audit professionals, who have been focused in providing these services throughout their entire careers, have an in-depth understanding of the environments in which these types of entities operate. Their knowledge and experience allow us to provide the highest level of professional service to our governmental clients.

The partners, managers and professionals of the Firm are actively involved in recognized standard-setting organizations at the national, state and local level. These organizations include the American Institute of Certified Public Accountants (AICPA), Florida Institute of Certified Public Accountants (FICPA), Government Finance Officers Association (GFOA), the Florida Government Finance Officers Association (FGFOA), the Florida Association of Special Districts (FASD) and the Florida League of Cities. In addition, our firm is a member of the AICPA's Governmental Audit Quality Center and Employee Benefit Plan Audit Quality Center. We are also involved in our community through board and audit committee memberships with not for profit organizations.

Our Assurance Services include:

- **AUDIT AND ATTEST SERVICES**
 - Audits of governmental entities (cities, towns, villages, counties and special districts)
 - Audits of 401k Plans
 - Audits of governmental pension plans
 - Audits of Not For Profit Organizations
 - Audits of Commercial Businesses
 - Compilations and Reviews
 - Agreed Upon Procedures
 - Compliance audits-Federal Single Audits under the Uniform Guidance, Florida Single Audits, and Program-Specific Audits
 - Internal audit services
- Performance Audits

ACCOUNTING AND CONSULTING

- Audit Preparation Services
- Full service accounting and bookkeeping
- Operational Reviews

- Fund balance projections
- Budget Reviews
- Assistance with the preparation of financial statements and review of Comprehensive Annual Financial Reports (CAFR's)
- Assistance with the preparation of state reports
- Assistance with implementation of accounting pronouncements
- Information Technology Reviews

LICENSE TO PRACTICE IN THE STATE OF FLORIDA

The firm is properly registered/licensed State of Florida professional limited partnership. All professional management staff are properly registered/licensed to practice public accounting in the State of Florida.

PARTICIPATION IN QUALITY CONTROL REVIEW PROGRAM

CFLG is a member of the Government Audit Quality Center and as such must comply with a comprehensive quality control process specific to governmental engagements.

YEAR-ROUND INVOLVEMENT

Our involvement with the our clients and its finance department does not end when your financial statements are issued or your tax return is filed. We remain involved with you through our regular reviews of any minutes and communications regarding new standards that have been issued that may affect you. Our year-round involvement ensures a timely and efficient delivery of services and helps us and our clients address any issues before year end.

EXTENSIVE EXPERIENCE WITH REGULATORY ENVIRONMENT

CFLG has extensive experience in performing audits of organizations including preparing financial statements in conformity with GASB and FASB pronouncements.

We also have extensive experience in performing single audits for Not for Profit Organizations and Governmental Entities as well as in providing assistance with clients in preparing Annual Comprehensive Financial Reports.

We have assisted entities in countless submissions to the Federal Audit Clearinghouse.



CABALLERO FIERMAN
LLERENA + GARCIA LLP
accountants | advisors



FIRM LEADERSHIP TEAM



Andrew S. Fierman, CPA
Partner

Miami Office | 305-680-5145
afierman@cflgcpa.com

Andrew is a Partner in our firm's Assurance Services department and brings 22 years of experience. He provides guidance on financial reporting, accounting, and auditing matters including Federal and Florida Single Audits, and consulting services for all types of entities including governmental entities. These consulting services range from internal control reviews to audit support services to annual comprehensive financial report (ACFR) guidance and preparation.

EDUCATION

Bachelor of Science in Accounting,
University of Florida
Master of Business Administration,
Florida International University

PROFESSIONAL AND BUSINESS AFFILIATIONS

American Institute of Certified Public Accountants (AICPA)
Florida Institute of Certified Public Accountants (FICPA), *Former Miami-Dade Chapter Chair*
Miami Dade League of Cities
- Budget Committee
Florida Government Finance Officers Association (FGFOA),
Government Finance Officer Association (GFOA)
South Florida Government Finance Officers Association, *Associate Member* (FGFOA)
United Way of Miami Dade County,
Former Co-Chair Audit Committee
Communities in Schools of Miami, Inc.,
Chair
Cuban American Certified Public Accountants Association, *Past President*



Enrique Llerena, CPA
Partner

Miami Office | 305-680-5132
ellerena@cflgcpa.com

Enrique Llerena is a Partner in our firm's Assurance Services department. He has 19 years of experience servicing a wide range of clientele in the accounting profession.

Mr. Llerena has comprehensive knowledge in Financial Audits, Federal Single Audits, Florida Single Audits, Employee Benefit Plans, Agreed-Upon Procedures, Attestation Services, Audit Support, Operational & Performance Reviews, Internal Control Reviews and Consulting Services. Mr. Llerena has also been a leader in his industry serving as a speaker and presenter in many governmental events.

EDUCATION

Bachelor of Science, Accounting,
Florida International University
Master of Accounting,
Florida International University

PROFESSIONAL AND BUSINESS AFFILIATIONS

American Institute of Certified Public Accountants (AICPA)
Florida Institute of Certified Public Accountants (FICPA)
Government Finance Officers Association (GFOA)
GFOA Special Review Committee,
Active Member
Miami-Dade, Broward and Palm Beach Counties Leagues of Cities
South Florida Government Finance Officers Association (SFGFOA), *Associate Member*
Florida Government Finance Officers Association (FGFOA)
Cuban-American Certified Public Accountants Association Inc., *Director*



Elias Rodriguez, CPA
Manager

Broward Office | 954-210-4336
erodriguez@cflgcpa.com

Elias Rodriguez is a Manager in our firm's Assurance Services department. He has 8 years of experience servicing a wide range of clientele in the accounting profession.

Elias has comprehensive knowledge in Financial Audits, Federal Single Audits, Florida Single Audits, Employee Benefit Plans, Attestation Services, Internal Reviews and Consulting Services.

EDUCATION

Bachelor of Science in Accounting,
Florida Atlantic University

PROFESSIONAL AND BUSINESS AFFILIATIONS

American Institute of Certified Public Accountants (AICPA)
Florida Institute of Certified Public Accountants (FICPA)
Government Finance Officers Association (GFOA)
South Florida Government Finance Officers Association (SFGFOA), *Associate Member*
Florida Government Finance Officers Association (FGFOA)



CABALLERO FIERMAN
LLERENA + GARCIA LLP
accountants | advisors

ENGAGEMENT PERSONNEL



Jamie Blank, CPA
Manager
Miami Office | 305-662-7272
jblank@cflgcpa.com

Jamie Blank is a Manager in our firm with over 13 years of experience in accounting and auditing experience serving governmental entities. Her experience includes Audit Support, examining accounting records, reviews of internal controls, federal and state grants, compliance with policies, plans, procedures, and agreed upon procedures (AUP).

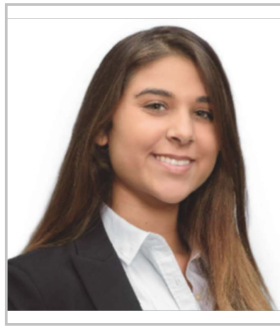
EDUCATION

Bachelor of Science in Business
Administration, University of Florida

Master of Accounting,
Florida Atlantic University

PROFESSIONAL AND BUSINESS AFFILIATIONS

American Institute of Certified Public Accountants (AICPA)
Florida Institute of Certified Public Accountants (FICPA)



Amanda Vega
Supervisor
Miami Office | 305-662-7272
avega@cflgcpa.com

Amanda Vega is a Supervisor in our firm with over 7 years of experience in accounting and auditing serving governmental entities. Her experience includes Audit Support, examining accounting records, reviews of internal controls, federal and state grants, compliance with policies, plans, procedures, and agreed upon procedures (AUP).

EDUCATION

Bachelor of Science, Accounting
Florida International University

PROFESSIONAL AND BUSINESS AFFILIATIONS

American Institute of Certified Public Accountants (AICPA)
Florida Institute of Certified Public Accountants (FICPA)
Government Finance Officers Association (GFOA)
South Florida Government Finance Officers Association (SFGFOA)
Florida Government Finance Officers Association (FGFOA)



James Diaz CPA
Senior
Miami Office | 305-662-7272
jdiaz@cflgcpa.com

James Diaz is a Senior in our firm with over 5 years of experience in accounting and auditing experience serving governmental entities. His experience includes Audit Support, examining accounting records, reviews of internal controls, federal and state grants, compliance with policies, plans, procedures, and agreed upon procedures (AUP).

EDUCATION

Master of Accounting,
Florida International University

PROFESSIONAL AND BUSINESS AFFILIATIONS

American Institute of Certified Public Accountants (AICPA)
Florida Institute of Certified Public Accountants (FICPA)
Government Finance Officers Association (GFOA)



CABALLERO FIERMAN
LLERENA + GARCIA LLP
accountants | advisors



MIAMI SHORES VILLAGE

 Holly Hugdahl
Finance Director
 financedirector@miamishoresvillage.com
 (305) 762-4855
 Served 12 years

CITY OF MIAMI SPRINGS

 Christopher Chiocca
Finance Director
 chiocca@msvfl.gov
 (305) 805-5019
 Served 17 years

CITY OF SOUTH MIAMI

 Alfredo Riverol
Chief Financial Officer
 ariverol@southmiamifl.gov
 (305) 663-6343
 Served 3 years

TOWN OF CUTLER BAY

 Robert Daddario
Finance Director
 rdaddario@cutlerbay-fl.gov
 (305) 234-4262
 Served 14 years

CITY OF MIRAMAR

 Susan Gooding-Liburd
Chief Financial Officer
 sagooding-liburd@miramarfl.gov
 (954) 602-3158
 Served 5 years



CABALLERO FIERMAN
LLERENA + GARCIA LLP
accountants | advisors

Below is a summary of the scope of services discussed:

Timing: TBD

Level of staffing: 1 Senior and 1 Supervisor

Senior/Supervisor: 8 weeks

Scope of work: Completion of work papers including

- Prepaids,
- Inventories workpaper
- Transfer in and Transfers out,
- Customer Deposits
- Complete Government wide workpapers
- Complete footnotes
- Create JE's as deemed
- Run Trial Balances
- Draft Statements
- GASB 54 workpapers
- GASB 87 and GASB 96 workpapers
- Assist with footnotes
- Additional procedures as deemed necessary subject to mutual agreement

Manager: 5 weeks

Scope of work: Completion of work papers including

- Review Statements
- Review of government wide workpapers,
- Complete complex calculations for Pensions
- Debt workpapers
- Capital Asset workpapers
- Assist with completion for OPEB,
- Review of staff work
- Complete RSI information,
- Complete footnotes
- Assist with Cashflows
- Draft MDA -update as necessary
- Assist with audit questions and attend Town and auditor progress meetings
- Additional procedures as deemed necessary subject to mutual agreement

Timing: TBD

Level of service: 1 Manager

Manager: 1 week

Scope of work: Assistance with the Florida AFR.

We understand that the team will be working with the Finance Director, and their team. The completion of the audit work papers and addressing all audit concerns would be the primary focus of this engagement. The services will be utilized for assistance of the completion of the ACFR, single audit and AFR reports.

Hourly billing rates applicable to work performed for these services are as follows:

- Senior - \$180
- Supervisor - \$200
- Manager - \$275
- Partner - \$375

Our fee for the services above are estimated at \$162,500. We will require \$15,000 upon execution of this agreement as a start up cost.



CABALLERO FIERMAN
LLERENA + GARCIA LLP
accountants | advisors



August 28, 2024

Janice Rosado, Town Manager
Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, Florida 33154

Re: Engagement Letter with Caballero Fierman Llerena & Garcia, LLP (“We”, “our” or “us”)

We are pleased to confirm our understanding of the terms and objectives of our engagement to provide consulting services to the Town of Bay Harbor Islands (the “Town”) relating to Financial Support Services for the fiscal year ending September 30, 2024 with options to renew for 2025 and 2026.

Scope, Objective, and Responsibilities

We will perform limited consulting procedures solely to provide the Town with Financial Support Services for the fiscal year ending September 30, 2024 with options to renew for 2025 and 2026. We will perform the procedures as described in Appendix A.

Our procedures will be performed pursuant to the Standards for Consulting Services issued by the American Institute of Certified Public Accountants. Because the procedures described in Appendix A do not constitute an audit conducted in accordance with auditing standards generally accepted in the United States of America, we will not express an opinion on any of the claims or items referred to above. Our engagement cannot be relied upon to disclose errors, irregularities or illegal acts, including fraud or defalcations that may exist. We will inform you of any material errors, irregularities or illegal acts that come to our attention, unless they are clearly inconsequential.

Engagement Administration, Fees, and Other

Andrew S. Fierman, CPA is the engagement partner for the Financial Support Services specified in this letter. His responsibilities include supervising CFLG’s services performed as part of this agreement.

Our fee for these services will be based on the time incurred at the discounted hourly rates listed below by level (the discounted rates for the each of option years will include a 5% cost of living increase):

Title	Discounted Rate
Partner	\$ 375
Manager	\$ 275
Supervisor	\$ 200
Senior	\$ 180
Staff	\$ 150

We will require \$15,000 upon execution of this agreement as a start-up cost.

The fee estimate is based on anticipated cooperation from you and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered weekly as work progresses and are payable on presentation.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

The parties to this engagement agree that any dispute that may arise regarding the meaning, performance, or enforcement of this engagement will be submitted to mediation, either prior to the filing of any legal action, or upon service of any lawsuit, upon written request of any party to the engagement. The party requesting mediation shall select the mediation provider from the list of mediation training providers approved by the Florida Supreme Court. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association or such other rules as may be agreed upon by the parties. The results of this mediation shall not be binding upon either party. Costs of any mediation proceeding shall be shared equally by both parties. The parties shall be responsible for their own legal fees incurred during the mediation. The venue of the mediation shall be in Miami-Dade County, Florida.

If mediation is unsuccessful, and/or if any legal proceedings are filed, by entering into this engagement, the Town and we each expressly agree and acknowledge that Circuit Court for the Eleventh Judicial Circuit of Florida in and for Miami-Dade County, in Miami, Florida, and the United States District Court for the Southern District of Florida, in Miami, Florida, shall each have exclusive and sole jurisdiction for any action arising from, from relating to or in connection with this engagement letter, or any course of conduct, course of dealing, statement or actions by us or the Town and their respective employees, representatives, or agents. You expressly acknowledge that you voluntarily submit to personal jurisdiction in the State of Florida for any such legal action.

WE AND THE TOWN EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION OR LEGAL PROCEEDINGS BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ENGAGEMENT LETTER OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER US OR THE TOWN.

The provisions of the immediately preceding last two paragraphs of this engagement letter are each a material inducement for us to accept this engagement in accordance with the provisions of this engagement letter. The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action on our part and/or by the Town and our relationship with the Town shall be governed by the laws of the State of Florida. In any litigation brought either by us or the Town, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred, including through all appeals.

It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the Town and that no other person or entity shall be authorized to enforce the terms of this engagement.

We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment, our independence has been impaired or we can no longer rely on the integrity of management), subject in either case to our right to payment for all direct or indirect charges incurred through the date of termination or resignation or thereafter as circumstances and this engagement agreement may require.

This engagement letter reflects the entire agreement between us relating to the services covered by this letter. It replaces and supersedes any previous proposals, correspondence and understandings, whether written or oral. If any portion of this agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of this agreement shall remain in effect. The agreements of the Town and Caballero Fierman Llerena & Garcia, LLP contained in this engagement letter shall survive the completion or termination of this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

This engagement letter is renewable upon mutual agreement.

Very truly yours,



Andrew S. Fierman, CPA
Partner
Caballero Fierman Llerena & Garcia, LLP

RESPONSE:

This letter correctly sets forth the understanding of the Town.

Authorized signature: _____

Title: _____

Date: _____

Appendix A

Financial Support Services to be performed for the fiscal year ending September 30, 2024 will consist of:

Level of Staffing – Supervisor and Senior

Scope of work: Completion of work papers including:

- Prepaids,
- Inventories workpaper
- Transfer in and Transfers out
- Customer Deposits
- Complete Government wide workpapers
- Complete footnotes
- Create AJE's as deemed necessary
- Run Trial Balances
- Draft Statements
- GASB 54 workpapers
- Assist with footnotes
- Assistance with the Florida AFR.
- Additional procedures as deemed necessary subject to mutual agreement

Level of Staffing – Manager

Scope of work: Completion/review of work papers including:

- Review Statements
- Review of government wide workpapers
- Complete complex calculations for Pensions
- Debt workpapers
- Capital Asset workpapers
- Assist with completion for OPEB
- Review of staff work
- Complete RSI information
- Complete footnotes
- Assist with Cashflows
- Draft MDA and update as necessary
- Assist with audit questions and attend Town and auditor progress meetings
- Additional procedures as deemed necessary subject to mutual agreement

We understand that the team will be working with the Finance Director and her team.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, EXERCISING THE OPTION FOR CABALLERO FIERMAN LLERENA & GARCIA, LLP TO PROVIDE FINANCIAL SUPPORT SERVICES FOR THE TOWN'S FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR INCORPORATION OF RECITALS; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY AGREEMENTS OR RELATED DOCUMENTS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, on August 28, 2024, the Town entered into an agreement with Caballero, Fierman, LLerena, Garcia, LLP (CFLG) to provide financial support services for audit support to complete the Fiscal Year 2024 audit; and

WHEREAS, staff finds that it is in the best interest of the Town to continue to retain CFLG for said financial support services; and

WHEREAS, said Agreement gives the Town the option to renew for the Fiscal Year ending September 30, 2025, for hourly rates 5% over the hourly rates for 2024, with an estimated total fee of \$162,500 per fiscal year; and

WHEREAS, the Town desires to exercise said option to renew for the fiscal year ending September 30, 2025, CFLG presented a proposal to provide audit preparation service.

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 Town Council exercises its option to renew the agreement with CFLG to provide financial support services for the fiscal year ending September 30, 2025, at an estimated fee of \$162,500.

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

PASSED and **ADOPTED** this 8th day of October 2025.

Isaac Salver
Mayor

ATTEST:

Evelyn Herbello, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Greenspoon Marder LLP
Town Attorneys
By: Morris "Skip" Miller



**TOWN OF BAY HARBOR ISLANDS
POLICE DEPARTMENT
MEMORANDUM**

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager
CC:	Morris (Skip) Miller, Esq., Consultant Town Attorney Evelyn Herbello, Town Clerk
FROM:	Evelyn Merizalde Compliance Manager
DATE:	October 8, 2025
SUBJECT:	Town of Bay Harbor Islands- Discussion and possible action approving a resolution to enter into an agreement with Civic Smart for license plate readers.

RECOMMENDATION

Town Council's Discretion.

BACKGROUND

CivicSmart has been providing the Town of Bay Harbor Islands with handheld ticket writers and citation management software for over 18 years. CivicSmart is already fully integrated with the Miami-Dade Parking Bureau, the Miami-Dade Court System and Pay-by-Phone, ensuring seamless data sharing, processing and enforcement capabilities.

The proposed agreement between the Town and CivicSmart is for installation of Automatic License Plate Readers (ALPRs) at the entrances of municipal parking lots to enhance parking enforcement efforts. The ALPR system will automatically capture vehicle license plates as they enter municipal parking lots, allowing for improved

monitoring, real-time digital permit verification, and more efficient enforcement operations.

There is no upfront cost to the Town for the equipment and installation. This includes vehicle-mounted License Plate Readers (LPRs) installed in parking enforcement vehicles at no additional cost to the Town.

CivicSmart will also provide the Town with an E-Permitting portal that allows residents, visitors, and businesses to pre-register their vehicles and pay monthly parking fees online. This system will eliminate the need for monthly physical parking decals, offering a more convenient and efficient solution for both users and staff. There is a \$5.00 convenience fee associated with each monthly registration, which is charged to the parker. The Town will not incur any cost for this service.

The location of the parking lots and fees are as follows:

Location	Monthly Permit Fee	Hourly Rate
Blue Lot - Municipal Garage - 1165 95th Street	\$120	\$3.50
Brown Lot - 1185 97th Street	\$85	\$3.50
Green Lot - North Service Alley - Bay Harbor Terrace	\$125	\$3.50
Kane Concourse Meters	Hourly Only	\$4.00
Orange Lot - 1020 95th Street	\$85	\$3.50
Red Lot - 1020 92nd Street	\$70	\$3.50
Red Lot - 1020 100th Street	\$70	\$3.50
Red Lot - 1140 103rd Street	\$70	\$3.50

The ALPR system could also serve to implement a residential parking program by identifying unauthorized vehicles parked in residential areas by automatically scanning license plates and comparing them against an approved permit list. This would enable efficient and accurate enforcement and ensure parking availability for residents.

FINANCIAL ANALYSIS

Equipment Costs: The contractor will install and maintain the equipment at no cost to the Town.

The cost per-citation (for citations issued through the handhelds) is being reduced from \$1.07 to \$0.54, for up to 1,000 citations per month; citations exceeding 1,000 in

any month (including citations issued through the handhelds and CurbSense) will cost \$12 per citation. The current average is approximately 500 tickets per month, so at current activity levels the anticipated savings is \$3,180 per year. Automated Citations: Automated citations will be charged at a rate of \$12 per citation.

BUDGET IMPACT:

GL Account: 404.5450.400034.000

FY26 Budget: \$36,000

The budget anticipates up to 250 citations per month at a cost of \$12 each. The fee will be offset by ticket revenue totaling \$36 and up per citation.

ATTACHMENTS

- CivicSmart Agreement
- Addendum No. 1

**AGREEMENT BY AND BETWEEN THE TOWN OF BAY HARBOR ISLANDS
AND CIVICSMART PARKING TECHNOLOGIES, INC.**

1. This software license, hardware, implementation, integration, training, maintenance and support services agreement ("Agreement" or "Contract") is made and entered into by and between the **Town of Bay Harbor Islands** (hereinafter called "Town"), having its principal office located at 1030 95th Street, Bay Harbor Islands, Florida 33154, and **CivicSmart Parking Technologies, Inc. f/k/a Duncan Parking Technologies, Inc.** (hereinafter called ("Contractor")), a Delaware Corporation authorized to do business in the State of Florida, having a location at 11220 W. Lincoln Avenue, West Allis, WI, 53227.

WITNESSETH:

WHEREAS Town desires to procure from Contractor a Parking Citation Processing System and associated services, in accordance with the terms and conditions of this Agreement; and

WHEREAS the Town desires to obtain ongoing Maintenance and Support Services for such Parking Citation Processing System from Contractor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. APPLICABLE DOCUMENTS AND DEFINITIONS

a) **Hierarchy of Documents.**

The provisions of this document, along with Exhibits 1 through 7, attached hereto and incorporated herein by reference and any Appendixes and Attachments not attached, but associated with the Agreement, collectively form, and hereinafter are referred to as the "Agreement". In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, or description of any task, subtask, Deliverable, good, Service or other Work, between this document as the body of the Agreement and the Exhibits, or between the Exhibits or components thereof, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement, and then to the Exhibits and their respective components, according to the following descending priority:

- Exhibit 1 -Scope of Services (SOS)
- Exhibit 2 - Maintenance and Support Services
- Exhibit 3 - Schedule
- Exhibit 4 – Pricing and Payment
- Exhibit 5 - Backup and DR Plan
- Exhibit 6 - Contractors Qualifications and Business References
- Exhibit 7 – Summary of Backup and Disaster Recovery Plan

b) **Rules of Interpretation.**

- 1) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise

indicated.

- 2) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- 3) The terms "hereof", "herein", "hereafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement as a whole and not to any particular provision of this Agreement.
- 4) Titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Agreement, nor affect the meaning hereof.

c) **Definitions.**

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- 1) The word "Acceptance" to mean Town's written approval of any tasks, subtasks, Deliverables, goods, Services, or other Work, provided by Contractor to Town pursuant to this Agreement.
- 2) The words "Agreement" or "Contract" to mean collectively these terms and conditions, including all other exhibits, appendices, and attachments hereto, and all amendments Issued hereto.
- 3) The words "Business Days" whether singular or plural, to mean Monday through Friday, excluding Town observed holidays, unless stated otherwise.
- 4) The words "Calendar Days" whether singular or plural, to mean any day Monday through Sunday including any Town observed holidays, unless stated otherwise.
- 5) The word "Town" to mean the Town of Bay Harbor Islands.
- 6) The words "Town Data" means any information or data (whether confidential or not) related to customers or employees of the Town, which is made available to Contractor by or at the direction of Town, or which Contractor accesses and/or processes on behalf of Town.
- 7) The word "Deliverables" to mean all Software Licenses, Equipment, Documentation, and any items of Work product of any nature submitted by the Contractor to Town's Project Manager for review and approval pursuant to the terms of this Agreement.
- 8) The word "Documentation" to mean all manuals, user documentation, and other related materials pertaining to the System which are furnished to the Town.
- 9) The words "Effective Date" to mean the date of execution of this Agreement by Town and

the authorized representative(s) of Contractor.

- 10) The words "Equipment" or "Devices" to mean the hardware products identified on Exhibit 1, "Scope of Services" (SOS) that are provided by Contractor under this Agreement.
- 11) The words "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed, and/or approved by Town.
- 12) The words "Go-Live" to mean the point at which the System will be activated and in use in the live production environment by the Town, following Town's approval. Refer to Exhibit 3 (Project Timeline).
- 13) The word "Material Breach" to mean failure of performance under the Contract by either Party which is significant enough to give the aggrieved party the right to determine the other Party in default, and to act on such determination in accordance with Contract provisions.
- 14) The abbreviation "OTR" to mean Option to Renew.
- 15) The words "Project Manager" (PM) to mean the duly authorized representative designated to manage the Project.
- 16) The words "Project Plan" to mean the agreed upon tasks and timeline between Contractor and Town, to include each of the Deliverables, as specified in the Scope of Services.
- 17) The words "Scope of Services" to mean the document appended hereto as Exhibit 1 and describes in detail the Work that must be done and specifies the Equipment and Software involved and the exact nature of the Work or Services to be done.
- 18) The words "Software" to mean the computer programs in machine readable object code form listed In Exhibit 1, "Scope of Services" attached hereto, and any subsequent error corrections or updates supplied to Town by Contractor pursuant to this Agreement.
- 19) The word "System" to mean the Vendor-Hosted Web-Based Parking Citation System which is comprised of all items and Deliverables intended to be furnished, installed and integrated to fulfill the requirements of the Contract including, but not limited to: (i) all contractor-provided databases, equipment, features, cable, wire, documentation and procedures; and (ii) Software.
- 20) The words "Support Services" to mean the process to resolve reported incidents through error correction, patches, hot fixes, workarounds, replacements or any other type of correction or modification required to fully utilize the Software capabilities, as outlined in Exhibit 2, "Maintenance and Support Services."
- 21) The word "Subcontractor" or "Sub-consultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or

materials, in connection with the Work, whether directly or indirectly, or on behalf and/or under the direction of the Contractor.

22) The term "System Maintenance" to mean Maintenance Services and Support Services provided by Contractor in accordance with Exhibit 2 (Maintenance and Support Services), and further specified in Article 26 (Maintenance and Support Services).

23) The term "Termination Fee" to mean the fee outlined within Exhibit 4, if any, for the period beginning upon the Effective Date of this Agreement and ending twenty four (24) months after the effective date. Upon the 1st Calendar Day of each subsequent month from the Effective Date, the Termination Fee shall automatically reduce by 1/24th from the initial Termination Fee.

24) The words "Work" or "Services" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. NATURE OF THE AGREEMENT

- a) This Agreement, including all Exhibits, constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous agreements, whether written or oral, and any and all communications and negotiations between the parties relating to the subject matter of this Agreement.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related by virtue of ownership control or statutory control to a party.

ARTICLE 3. CONTRACT ADMINISTRATION

- a) Town's Authorized Representative. Town or Town's Project Manager shall be the authorized representative(s) in all matters pertaining to administration of the terms and conditions of this Agreement and to whom all notices must be sent.
- b) **Authority of the Project Manager.**
 - 1) Contractor hereby acknowledges that Town's Project Manager will determine in the first instance all questions of any nature whatsoever out of, under, or in connection with, or in any way related to, this Agreement including without limitations: questions as to value, acceptability and fitness of the Work; questions as to clarification of either party's fulfillment of its obligations under the Agreement; negligence, fraud or misrepresentation before or subsequent to acceptance of Contractor's Proposal; questions as to the interpretation of the Statement of Work; and claims for damages, compensations and losses.
 - 2) Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with Town's Project Manager. In the event that Contractor and Town's Project Manager are unable to resolve their difference(s), Contractor may initiate a dispute in accordance with the procedures set forth in Article 41 (Dispute Resolution Procedure).

Exhaustion of these procedures shall be a condition precedent to any lawsuit that may be considered hereunder.

- 3) All tasks, subtasks, including Deliverables, and other Work provided by Contractor under this Agreement must have the written approval of Town's Project Manager as described in this Article 3. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable. Except as set forth in this Article and Article 20 (Change, Amendments and Modifications), Town's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate Town in any respect whatsoever.

c) Contractor-Key Personnel

- 1) Contractor's Project Manager. For the term of this Agreement, Contractor shall assign an experienced and qualified project manager who shall serve as a central point of contact and be responsible for responding to all concerns presented by Town. The assigned Project Manager shall have full authority to act for Contractor on all contract matters relating to support services received under this Contract, except that Contractor's Project Manager is not authorized to further obligate Contractor in any respect whatsoever. Contractor shall ensure that Contractor's project manager is able to receive telephone, cell phone and/or email communication from the Town's Parking Operations staff, as needed, between 8:00 a.m. and 5:00 p.m., Monday through Friday, except Town holidays, in order to respond to emergencies or other critical operation requirements. Contractor's Project Manager shall notify Town's Project Manager in writing of any change in address or phone number.
- 2) Contractor's Project Staff. In fulfillment of its responsibilities under this Agreement, Contractor shall utilize and permit utilization of only staff who are fully trained and experienced, licensed or certified in the technology, trade, tasks, and subtasks required by this Agreement. Town shall have the right to approve or disapprove; and may require replacement of any member of Contractor's Project Staff under this Agreement who have access to any of Town's sensitive information (hereinafter "Key Personnel"). Contractor shall, to the maximum extent possible, take all necessary steps to ensure continuity of the membership of the group constituting Key Personnel, and promptly fill any Staff vacancy with personnel having qualifications at least equivalent to those of the staff member being replaced.
- 3) Substitution of Key Personnel. In the event Contractor wishes to substitute key personnel, including Contractor's Project Manager, identified in Contractor's Proposal, Contractor must notify the Town's Project Manager in writing and request approval for substitution at least ten (10) Business Days prior to effecting such substitution. Any substituted key personnel shall be replaced within thirty (30) days when, as determined by Town's Project Manager, the individual(s) fails to perform effectively, and/or fails to ensure Contractor's compliance with this Agreement.

ARTICLE 4. NOTICES

Any notice given to a party under the Agreement must be deemed effective, if addressed to the

party(ies) as addressed upon: (i) delivery, if hand delivered; (ii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; (iii) U.S. Postal Service's return receipt electronic option, or any similar service that electronically provides a return receipt, when using certified mail, return receipt requested; (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system; or (v) if by electronic communication, when confirmation of receipt is obtained.

a) To Town

Town of Bay Harbor Islands
Attn: Town Procurement Manager
1030 95th Street
Bay Harbor Islands, FL 33154
Telephone: (305) 866-6241
Email: aperez@bayharborislands.net or rartica@bayharborislands-fl.gov

b) To Contractor

CivicSmart Parking Technologies, Inc.
Attn: Balu Subramanya
11220 W Lincoln Ave
West Allis, WI 53227
Telephone: 414-877-5481
Email: bsubramanya@civicsmart.com

Either party may change its contact information where notices are to be sent by giving notice according to this Article.

ARTICLE 5. CONTRACT TERM

- a) Term: This Agreement shall become effective on the date that it is signed by Town or Contractor, whichever is later. The initial term of this Agreement will be two (2) years.
- b) Extension: Town, at its sole and absolute discretion, reserves the right to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the current Agreement period or beyond any of the renewals herein, to be referred to as the Extended Term. Town will notify Contractor in writing of the extension. This Agreement may be further extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual, written agreement between Town and Contractor.
- c) Automatic Renewal: This Agreement shall automatically renew for a term of three (3) additional years, unless the Town has provided written notice to Contractor with its intention not to extend, at least sixty (60) Calendar Days prior to the expiration of the initial two (2) year term. . In the event of renewal of this Agreement, all terms, conditions, and provisions of the original Agreement shall remain the same and apply during the renewal period, except for minor scope additions and/or deletions, which must be mutually agreed upon in writing by the parties.

ARTICLE 6. DELIVERY

- a) A Project Plan shall be jointly prepared by Town's Project Manager and Contractor's Project Manager for Work described in Exhibit 1. Changes to the Project Plan may be made upon mutual agreement, provided that Town's Project Manager and Contractor's Project Manager's agreement to alter the Project Schedule shall not prejudice either party's right to claim that such alterations constitute an Amendment to this Agreement that shall be governed by the terms of Article 20 (Changes, Amendments and Modifications).
- b) Any Equipment and Documentation provided or delivered to Town in a tangible format shall be F.O.B. Destination..

ARTICLE 7. PRICING

- c) Except as otherwise set forth in this Agreement, prices and rates for proposed Work shall be as set forth in Exhibit 4 (Payment Schedule/Pricing), for the term of the Agreement, including any option or extension periods. The billed charges shall be applied monthly, and the total monetary amount payable each month shall include implementation costs; System maintenance; hardware and software costs; and ongoing administrative support costs. Contractor may offer Incentive discounts to Town at any time during the Agreement term, including any renewal or extension thereof.
- d) At the end of the original two (2) year term, or upon termination of this Agreement, the units provided under the Agreement shall become the property of the Town. The same goes for both OTR's; if we refresh the handheld units at the time of the OTR, the handheld units become property of the Town after the two (2) year OTR term.

ARTICLE 8. ASSUMPTIONS, PARAMETERS, PROJECTIONS, ESTIMATES, AND EXPLANATIONS

Contractor understands and agrees that any assumptions, parameters, projections, exceptions, and explanations presented by Town were provided to Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, Town makes no representations or guarantees; and Town shall not be responsible for the accuracy of the assumptions presented or for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by Contractor. Contractor accepts all risks associated with using this information.

ARTICLE 9. INDEPENDENT CONTRACTOR

- a) Whether Contractor is a corporation, partnership, other legal entity, or an individual, Contractor is an independent contractor. The manner in which the Work is performed shall be controlled by Contractor; however, the nature of the Work and the results to be achieved shall be specified by Town. Contractor is not to be deemed an employee or agent of Town and has no authority to make any binding commitments or obligation on behalf of Town, except as expressly provided herein.

- b) All employees of Contractor shall be, at all times, employees of Contractor under its sole direction and not employees or agents of Town.

ARTICLE 10. PERFORMANCE STANDARDS

- a) Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- b) Contractor's Services and other Work required by this Agreement shall during the term of the Agreement conform to reasonable commercial standards as they exist in Contractor's profession or field of practice, unless otherwise provided herein. If Contractor's Services or other Work provided under this Agreement fail to conform to such standards, upon notice from Town specifying the failure of performance, Contractor shall, at Contractor's sole expense, provide the applicable remedy(ies) as specified in this Agreement. The Contractor shall not be held responsible for losses, delays, or other consequences resulting from the negligent acts or omissions of the Town. Contractor shall at its own expense, correct any data in which (and to the extent that) errors have been caused by Contractor, or malfunctions of the System, or by any other tools caused by or introduced by Contractor into the System for the purpose of performing services or other work under this Agreement or otherwise. For clarity, nothing in this Subsection (b) shall be interpreted or construed as expanding in any manner or to any extent the obligations of Contractor under the SOS.
- c) Contractor agrees that at all times it will employ, maintain, and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel should Town make an informed and reasonable determination that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements of this Agreement as evidenced by Contractor's inability to timely deliver any Deliverables according to the Project Timeline.
- d) Contractor agrees that Contractor-caused delays in excess of thirty (30) Calendar Days in completion of any portion of the Work as provided in this Article 10 and the Project Timeline may be cause for Town to determine Contractor in default of the particular Deliverable, subject to the Dispute Resolution Procedure; or if Town determines Contractor's delay in completing the particular Deliverable affects the functionality, performance or desirability to Town of the System as a whole, the entire Agreement each month shall include implementation costs; System maintenance; hardware and software costs; and ongoing administrative support costs. Contractor may offer Incentive discounts to Town at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 11. RECRUITING AND RETENTION

Unless written authorization is received in advance and subject to applicable law, neither

Contractor nor Town shall attempt to recruit, hire, or otherwise contract with the other's employees for the duration of the term of the Agreement and six (6) months after the termination of the Agreement. The term "attempt to recruit" excludes (i) any broad-based effort to attract applicants if not specifically designed to attract the other's personnel and (ii) any unsolicited inquiries made, or applications submitted by one party's personnel to the other party.

ARTICLE 12. LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATIONS

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, and certifications required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines, and directives, which are applicable to Contractor's services under this Agreement. Contractor shall further ensure that all its officers, employees, agents, and subcontractors, who perform services hereunder, shall obtain and maintain in effect during the Term all licenses, permits, registrations, and certificates which are applicable to their performance hereunder. If requested by Town, a copy of each such license, permit, registration, and certificate required by Federal, State, and local laws, ordinances, rules, regulations, guidelines, and directives shall be provided to Town Procurement Manager, 1030 95th Street, Bay Harbor Islands, FL 33154.

ARTICLE 13. SUBCONTRACTUAL RELATIONS

- a) If Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of Contractor; and Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by Contractor. Contractor, before subcontracting any portion of the Work required under this Agreement, will state in writing to Town the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as Town may reasonably require. Town will have the right to require Contractor not to award any subcontract to a person, firm or corporation disapproved by Town; provided, however, that Town will provide Contractor with a written explanation detailing any such disapproval. Notwithstanding the foregoing, Town will not unreasonably withhold Contractor's request for subcontractor approval.
- b) Before entering into any subcontract hereunder, Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.
- c) In order to qualify as a Subcontractor satisfactory to Town, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the reasonable satisfaction of Town that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of Town that it has satisfactorily performed, or is capable of performing, Work of the same general type which is required to be performed under this Agreement.

- d) Upon thirty (30) days prior written notice to Contractor, Town shall have the right to withdraw its consent to a Subcontractor if it appears to Town that use of the Subcontractor will delay completion of a Deliverable or prevent or otherwise impair the performance of Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of Town and Town's proprietary and confidential information. Contractor shall furnish to Town copies of all contracts between Contractor and Subcontractors that will directly or indirectly impact this Project or Work provided hereunder. Within each such contract, there shall be a clause for the benefit of Town permitting Town to request completion of performance by the Subcontractor of its obligations under the contract, in the event Town finds Contractor in material breach of its obligations, including the option to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither party convey nor imply any obligation or liability on the part of Town to any Subcontractor hereunder.

ARTICLE 14. SCOPE OF SERVICES (SOS)

- a) Deliverables: In exchange for Town's payment to Contractor of the fees arising under this Agreement and Parking Citation Processing System invoiced by Contractor, Contractor shall on a timely basis provide, complete, deliver and/or implement all Work and Services set forth in Exhibit 1 (Scope of Services) of this Agreement, including but not limited to components of the System, Services, Maintenance and Support Services.
- b) System Components: Contractor shall provide all System and/or System components, including but not limited to Software, Equipment and products, and any software updates that may be required by Town in order to effectively meet the System requirements as may be revised during the term of this Agreement.
- c) Software: All Software provided by Contractor to Town pursuant to this Agreement, including Software and Software Updates, and related Documentation, is and shall remain the property of Contractor, with all Proprietary Rights, and which shall be subject to the terms of the License granted.
- d) Licenses: If Applicable, Contractor shall provide all Licenses required for System Software, Application Software, and Implementation Services, including required interfaces and customizations associated with such Software, all in accordance with the SOW and all attachments thereto.
- e) System Data: All System Data provided or made accessible by Town to Contractor is and shall remain the property of Town. The Contractor is required to make data available to the Town promptly upon request during the term of this Agreement in a compatible format.
- f) Implementation Services: Contractor shall provide implementation Services, including but not limited to System setup, installation, interfaces, testing, training, and other services as may be required for the successful implementation of the System as specified in the SOS and elsewhere in this Agreement. The Town acknowledges that certain services to be provided by the Contractor are dependent upon the timely completion of tasks by the Town. All Work performed as part of the implementation Services will be done during normal

business hours. However, some services may be required to be performed outside of normal business hours to accommodate Town operations. If such requirement arises, both parties will mutually agree as to the schedule and Work that will be performed during this period.

- g) Technical Support and System Maintenance. Contractor shall provide to Town Maintenance and Support Services relating to the System required for the Town to achieve optimal performance of the System, as provided in and in accordance with this Agreement, including Exhibit 1 (Scope of Services) and Exhibit 2 (Maintenance and Support Services). System Maintenance obligations shall commence upon Go-Live and shall continue through the term of this Agreement.
- h) Acceptance. Town Acceptance is expressly conditioned upon satisfactory completion of Deliverables, completion of all applicable inspection and/or testing procedures as described in the SOS, and written certification by Town that Contractor has met all defined requirements under this Agreement. Such Acceptance will not be unreasonably withheld.

ARTICLE 15. PROJECT TIMELINE

- a) Project Timeline. Prior to Contract execution Contractor agrees to (1) diligently work with the Town's Project Manager to develop a Project Schedule in accordance with the SOS schedule and (2) pursue and complete all Deliverables as required in the SOS without interruption so that the System is in good working order and ready for use by the dates indicated in the Project Timeline.
- b) Milestones: The Project Timeline acknowledges certain milestones mutually agreed upon by Town and Contractor, as set forth in Exhibit 3 hereto. A milestone shall be deemed completed for purposes of this Article 15 on the earliest date that all of the tasks, subtasks, Deliverables, goods, Services and other Work required for completion of such milestones are completed and delivered to Town, provided that approval of such Work is thereafter received in writing from Town's Project Manager, and such Acceptance shall not be unreasonably withheld. Contractor understands that failure by the Town to provide a notice of Acceptance does not constitute approval.
- c) Timeline Adjustments: Timeline adjustments may be made to the Project Timeline if there is mutual agreement between Town and Contractor that a Deficiency exists. For purposes of this Article, a Deficiency is defined as a condition that (1) Town and Contractor concur will prevent Contractor from completing the Deliverable in accordance with the Project Timeline, or (2) Contractor requests a special exception to a Deliverable timeline due to extenuating circumstances for which Contractor is prepared to provide written documentation of such extenuating circumstances for Town consideration.
- d) The decision for revising the Project Timeline shall be made at the discretion of Town's Project Manager and in accordance with the Dispute Resolution Procedure (Article 41). Contractor may not revise, close, or inactivate a Deliverable without prior consent of Town's Project Manager.
- e) Notwithstanding any other provisions of this Article, to the extent that extensions of time for Contractor's performance do not impact either the scope of Work or cost of this Agreement,

Town, in its sole and absolute discretion, may grant Contractor extensions of time in writing for work listed in Exhibit 1.

ARTICLE 16. SYSTEM TESTS

Contractor shall provide, configure, and program the System to conform to the Scope of Services. The System will be subject to several tests, including Acceptance tests as further defined in the Scope of Services.

- a) System Testing. Software testing shall consist of the tests as defined in the Scope of Services and are to be collectively conducted by Contractor and Town. Tests shall include actual demonstration of all required System features and demonstrate operability of the System in conformance with the requirements of the Contract.
- b) Production Testing: Town shall have the right to use, in a Production Test mode, any completed portions of the System, without any additional cost to Town where Town determines that it is necessary for the benefit of Town's operation. Such Production Testing shall not restrict Contractor's performance under this Agreement and shall not be deemed automatic Acceptance of the System. Upon successful completion and approval of all Production Testing, Town's Project Manager will provide written acknowledgement to Contractor that System Testing has been completed and the System is ready to "Go-Live".
- c) Go-Live. The System shall achieve Go-Live status when Town's Project Manager provides signoff approval of all testing and provides written approval that the System is ready for Production Use. Refer to Exhibit 3 (Project Timeline).

ARTICLE 17. FAILED TESTS

- a) In the event any component of the System fails to successfully achieve acknowledgement from Town's Project Manager that a System Test has successfully completed, Contractor shall provide Town's Project Manager with diagnosis of the Deficiency(ies) and proposed solution(s) specifying with as much detail as possible the manner in which the System component or the System failed to pass the applicable designated Test. Contractor shall immediately commence all commercially reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and/or modifications to the System component or the System as will permit the System to be ready for retesting. Contractor shall notify Town's Project Manager in writing when such corrections, repairs and/or modifications have been completed and the applicable designated Test shall begin again. Town's Project Manager and Contractor shall agree upon all such proposed solutions prior to their implementation in accordance with the SOS and Dispute Resolution Procedure (Article 41).
- b) In the event Contractor, using good faith effort, is unable to cure a Deficiency after two (2) attempts, or within forty five (45) calendar days after the date scheduled for completion thereof as set forth in the Project Timeline, whichever is the earlier to occur, Town and Contractor will work together to agree on a mutually acceptable resolution, provided that If Town and Contractor cannot agree on a resolution, Town may at his sole option reasonably determine that failure of the applicable designated Test adversely affects the functionality, performance or desirability to Town of the System component or the System as a whole,

whereupon the Town may terminate the entire Agreement pursuant to Article 40 (Termination of Contract) subject to curative provisions provided therein.

ARTICLE 18. COMPATIBILITY

For the full term of this Agreement, Contractor shall ensure continued compatibility of the System with all new Contractor provided System releases, updates, or upgrades, including any new releases, updates, or upgrades of third-party software provided by Contractor to Town and used by Town for access or operation of the System. In the event a Contractor-provided new release, update, or upgrade results in adverse changes to System functionality and is the new release, update or upgrade is not backwards compatible with the System, Contractor shall use all commercially reasonable efforts to resolve such issues and to provide optimal functionality of the System in accordance with this Agreement. If Contractor is unable to provide continued optimal functionality of the System in accordance with this Agreement due to any applicable release, update or upgrade, Town shall be entitled to terminate the Agreement pursuant to Article 40 (Termination of Contract), subject to the curative provisions therein.

ARTICLE 19. OPERATING ENVIRONMENT FOR INFORMATION SYSTEMS

- a) Contractor acknowledges that the System and/or component and function thereof, will be capable of operating fully and correctly in Town's operating environment and with the System interfaces identified in the SOS. Contractor hereby warrants and represents that the System will be fully compatible and will interface completely with the Town's operating environment and the System interfaces identified in the SOS, such that the System and Deliverables combined will perform and continuously attain the performance standards set forth in the SOS.
- b) Contractor shall not be responsible for installation, maintenance, support, use of hardware, configuration of Town networks, and any third-party software, services or equipment not provided or approved by Contractor. Contractor shall have no responsibility for support or performance of software on hardware or network configurations that are not provided or approved by Contractor or not in accordance with Contractor's recommended configurations herein.

ARTICLE 20. CHANGES, AMENDMENTS AND MODIFICATIONS

- a) Amendments: Subject to subsection (c) below, Town reserves the right to request Changes or Amendments which may result in additions to, reductions to or deletions from the amount, type or value of the Work or Services required by this Agreement and/or additional Software or Equipment. Such Changes or Amendments may include but will not be limited to System Modifications, Additional Software Products, and/or Professional Services that may be provided by the Contractor upon Town's written request and Contractor's approval in accordance with this Article.
- b) Written Authority Required Prior to Performing Additional Work: No additional Work shall be performed except pursuant to written orders of Town expressly indicating its intention to treat the work described therein as additional Work. In the absence of such written order, if Town directs, orders, or requires any Work which Contractor deems to be a change to or

modification of the original SOW, Contractor shall seek written authority in the form of a written Amendment from Town before performing such Work.

- c) Payment for Additional Work: Town and Contractor shall negotiate a mutually agreeable price to be paid by Town for Contractor's performance of such Changes, Amendments, or additional Work. Town's Project Manager may, at any time, require Contractor to substantiate the successful performance of any event or performance criteria, which has been or is represented as being payable.
- d) Additional Work without written approval: Additional Work rendered without benefit of written approval from Town shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim whatsoever against Town thereunder.

ARTICLE 21. ASSIGNMENT

- a) Neither party may assign this Agreement or assign or delegate any of its duties or obligations under the Agreement, to any other party (whether by operation of law or otherwise), without prior written consent of the other party, which consent shall not be unreasonably withheld and, in the case of assignment by the Contractor, subject to subsection (d) below. Notwithstanding the written consent requirement, Town may assign the Agreement to any other State agency, department, or division without prior consent of Contractor.
- b) Any assumption, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other similar mechanism, with or without consideration for any reason whatsoever without Town's express written approval shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, Town shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- c) Contractor may not, without the prior written approval of Town, assign its right to receive payments due Contractor under this Agreement. If Town permits an assignment, Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Agreement that all payments must be made to one entity continues.
- d) If Contractor intends to assign the Agreement or any of Contractor's rights or duties under the Agreement, Contractor must notify Town in writing at least sixty (60) calendar days before the assignment. Contractor also must provide Town with adequate information about the assignee within thirty (30) calendar days before the assignment for Town to determine whether to approve the assignment. Any attempted assignment and/or delegation without prior Town written consent shall be considered null and void.

ARTICLE 22. PAYMENT FOR SERVICES/AMOUNTS OBLIGATED

The compensation for all Work and Services performed under this Agreement, including all costs associated with such Work and Services, shall be as stipulated in the Exhibit 4, Payment Schedule. Town shall have no obligation to pay Contractor any additional amounts in excess of this amount, except for a change and/or amendment to the Agreement in accordance with Article

20, which is approved and executed in writing by Town and Contractor. All Services undertaken by Contractor before Town's approval of this Contract shall be at Contractor's risk and expense.

ARTICLE 23. INVOICING AND PAYMENT

- a) Contractor shall submit an invoice in accordance with Exhibit 4 and Town's written Acceptance of such Invoices can be submitted through the electronic mail to the Town.
- b) A proper invoice must include the following minimum information:
 - 1) Contractor's name, Federal Tax Identification Number, and Address
 - 2) Invoice date
 - 3) The billing month or period
 - 4) Invoice number (with a unique identification number)
 - 5) Agreement Name
- c) Specifically, each invoice shall list:
 - 1) Total number of billable citations processed for the preceding month period.
 - 2) The per-citation processing fee
 - 3) Contractor must include a monthly credit for voided citations in their monthly invoices; clearly identifying which citations were voided that month.
- d) Payment Terms: All invoices are due and payable within thirty (30) days from the invoice date.
- e) Tax Excluded from Fee Price: Town is exempt from State and Local Sales Tax and such taxes must not be included in Contractor's pricing. Exemption Certificates will be furnished upon request.
- f) Travel. With respect to travel costs and travel related expenses, Contractor agrees to adhere to Ch. 112.061 of the Florida Statutes as it pertains to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous costs and fees. Town shall not be liable for any such expenses that have not been approved in advance, in writing, by Town. Contractor acknowledges that out-of-pocket expenses, such as travel, meal, and lodging expenses, are not System reimbursable by the Town. Accordingly, Contractor's invoice shall not include out-of-pocket expenses.

ARTICLE 24. FUND OBLIGATION

Contractor acknowledges and agrees to the following:

- a) Town's obligation to pay under this Agreement may be limited if it is payable only and solely from funds appropriated for purpose of this Agreement. Notwithstanding any other provision of this Agreement, Town shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of Town's future fiscal years unless and until funds have been appropriated for this Agreement in Town's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then Town shall, at its sole and absolute discretion, either (i) terminate this Agreement as of September 30 of the last fiscal year for which funds were appropriated or (ii) reduce the Work provided hereunder in accordance with the funds appropriated, as mutually agreed to by the parties. Town will notify Contractor in writing of any such non-appropriation of funds at its election as soon as possible.
- b) Town retains the right to negotiate the terms, conditions, and fees during the period of this Agreement if such renegotiation is necessitated by budget shortfalls or funding reductions.

ARTICLE 25. IDEMNIFICATION AND INSURANCE

Contractor shall indemnify and hold harmless the Town, its elected officials, officers, employees, agents, volunteers and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Town, its elected officials, officers, employees, agents, volunteers or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or Subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Town, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town, its elected officials, officers, employees, agents, and instrumentalities as herein provided. Nothing herein is intended to waive the Town's sovereign immunity, including but not limited to, pursuant to Section 768.28, Florida Statutes.

Contractor shall furnish to the Town Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

Comprehensive General Liability ("CGL") insurance, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability, and Two Million Dollars (\$2,000,000) aggregate.

Worker's Compensation for all employees, as required by law, and which policy must include Employer's Liability with minimum limits of \$1,000,000.

Business Automobile Liability which shall include coverage for all business owned and business hired vehicles for minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence, One Million Dollars (\$1,000,000) per accident for bodily injury and One Million Dollars (\$1,000,000) per accident for property damage.

Insurance required of Contractor shall be primary to, and not contribute with, any insurance or self-insurance maintained by the Town. Such insurance shall not diminish Contractor's indemnification and obligations hereunder. The insurance policy(ies) shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the Town with a minimum A.M. Best rating of A-Excellent. Before any Deliverables are due under this Agreement, and at any time upon request, Contractor shall furnish to the Town certificates of insurance evidencing the minimum required coverage and shall be appropriately endorsed for contractual liability, with the Town named as additional insured. All policies shall contain a waiver of subrogation endorsement. All policies and certificates shall be in forms and issued by insurance companies acceptable to the Town. All insurance policies and certificates of insurance shall provide that the policies may not be canceled or altered without thirty (30) days prior written notice to the Town. The Town reserves the right from time to time to change the insurance coverage and limits of liability required to be maintained by Contractor hereunder. Contractor shall also require and ensure that each of its Subcontractors, if any, providing services hereunder (if any) procures and maintains, until the completion of the Agreement, insurance of the types and to the limits specified herein. ANY EXCEPTIONS TO THE INSURANCE REQUIREMENTS IN THIS SECTION MUST BE APPROVED IN WRITING BY THE TOWN.

NOTE: CERTIFICATE HOLDER MUST READ TOWN OF BAY HARBOR ISLANDS, FL

Compliance with the foregoing requirements shall not relieve Contractor of its liability and obligation under this section or under any other section of this Agreement.

If Contractor fails to submit the required insurance documents within fifteen (15) Calendar Days after written request of such documents by Town, Contractor shall be in default of the contractual terms and conditions and Town may, at its sole and absolute discretion, terminate this Agreement for cause. If insurance certificates are scheduled to expire during the contractual period, Contractor shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of thirty (30) calendar days prior to expiration. If expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town may suspend payments under the Agreement until such time as the new or renewed certificates are received by Town in the manner prescribed in this Agreement.

ARTICLE 26. SYSTEM MAINTENANCE AND SUPPORT SERVICES

- a) Contractor shall provide Town with the required Maintenance and Support Services for the System as set forth in Exhibit 2. All such Maintenance and Support Services shall be included as part of Contractor's proposed fees.
- b) **System Updates:** Contractor will notify Town of any intended update(s) and/or releases to the System for purposes of enhancements, installing patches, bug fixes, maintaining currency with technology standards, or which are provided at no cost to Contractor's general customer base. Such updates shall be provided at no additional cost to the Town. Notwithstanding the foregoing, Contractor reserves the right to promote updates and/or releases to the System without notice in emergency situations and will notify the Town within a reasonable time.

- c) **Third Party Equipment/Products:** Maintenance additionally Includes maintaining compatibility of the Software with any Third-Party Equipment/Products that are provided with or required for the System to function in accordance with the SOS. Prior to the installation of any Third-Party Equipment/Product, or any update thereto, Contractor shall test and ensure such Third-Party Equipment/Product's compatibility with the then current version of the System. Contractor shall ensure that the System is compatible with the required or critical updates to Third Party Equipment/Products, including without limitation, service and compatibility packs and security patches, promptly upon their release.
- d) **Support Services:**
 - 1) Contractor shall provide sufficient administrative staff to maintain the Support Services as required in Exhibit 1 and Exhibit 2. Staff shall be fully trained and experienced in the technology, tasks and subtasks as required by this Agreement. Contractor Support Services will commence in accordance with the Go-Live date stated in the Project Timeline and continue throughout the Agreement term.
 - 2) In the event Contractor should ever need to revise committed staffing resources, or to remove any staff from performing Work under this Agreement, Contractor shall provide Town with notice at least ten (10) Calendar Days in advance, except in circumstances in which such notice is not possible, and shall in any case work with Town on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure service continuity. Contractor may be required to provide verifiable reports to support its compliance with the requirements set forth in this Section. Mutually acceptable changes to the Maintenance and Support Services may occur as a result of the performance reviews and/or report findings. Deficiencies or other failures or delays in Contractor's performance under the Maintenance and Support Agreement, which Town's Project Manager determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to Town. The report will include improvement and corrective action measures recommended to be taken by Town and Contractor. If Contractor fails to correct deficiencies, and/or, improvement does not occur consistent with the corrective action measures, Town may terminate this Agreement, subject to the curative provisions herein.
- e) **Changes in Florida or United States Law.** To the extent that a State or Federal legislative change involves the creation of a new module to the System or modification of the System, such updated module will be provided by Contractor and administered pursuant to Article 20 Changes, Amendments and Modifications.

ARTICLE 27. DISASTER RESPONSE

Contractor and Town recognize that Town provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Work and Services under this Agreement will provide Town with priority response for repairs and emergency work in the event of a Natural or Man-made Disaster. For purposes of this Agreement, a Natural or Man-made Disaster is defined as any condition -- man-made or natural -- those results in partial or total System failure and causes partial or total disruption of normal business operations.

ARTICLE 28. TRAINING

Contractor shall provide customized training for users of the System. Town's Project Manager will coordinate all user training. Training shall be presented in a format and at a location approved by the Town. Training shall be provided to pre-determined Town personnel assigned to the Parking Citation Processing System, and shall minimally include the following:

- a) Classroom orientation and instructions on all System components, including:
 - 1) System database
 - 2) Forms descriptions and functions
 - 3) Query tools and usage
 - 4) Ad hoc reports and reporting
 - 5) Operation of all Contractor-provided hand-held equipment
- b) Written step-by-step user documentation fully describing functionality and operation of the System. Documentation shall be in an electronic, on-line format, as determined in the best interest of the Town, by Town's Project Manager.
- c) Full description of and hard copy training documents for all Contractor-provided field devices such as handheld citation writing computers.
- d) All training and training materials shall be provided at no additional cost.

ARTICLE 29. REPORTS

Reports: In absence of reports being specified in Exhibit 1, Statement of Work. Contractor shall provide reports to Town's Project Manager. Such reports shall be provided by the Contractor as frequently as requested by the Project Manager, but in no event more frequently than monthly. Town and Contractor shall jointly and cooperatively determine report format and information that shall be contained in the reports.

ARTICLE 30. NEW TECHNOLOGY

Contractor and Town acknowledge the probability that the technology applicable to citation processing and related Services provided under this Agreement will change and improve during the Agreement term. Town desires the flexibility to incorporate into the System any new technologies as they may become available. Accordingly, Contractor's Project Manager shall, promptly upon discovery and on a continuing basis, apprise Town's Project Manager of all such new technologies, and provide upon request, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the System, and provide an estimate of the impact such incorporation will have on the performance, scheduling and cost of incorporating the new technologies into the System.

Town at his sole discretion may request that this Agreement be amended to incorporate the new technologies, methodologies, and/or techniques into the System pursuant to the provisions of Article 20 (Changes and Amendments). For clarity, nothing in this Article is intended to limit Contractor's obligations in respect to Maintenance or Support Services provided herein.

ARTICLE 31. WARRANTIES AND LIMITATIONS

- a) **System Warranty:** Contractor hereby represents and warrants to Town:
- 1) that Contractor has reviewed and evaluated all information furnished by Town and has made all inquiries necessary such that Contractor is fully aware of Town's business requirements and intended uses of Contractor provided System as set forth or referenced in this Agreement, and
 - 2) that, for a period of one (1) year from System Go-Live, the System shall (1) be free from defects in material and workmanship under normal use; (2) function properly and in conformity with the Warranties in this Agreement and (3) conform to all of the performance standards set forth in Exhibit 1, Scope of Services.
- b) **Equipment Warranty:** Contractor commits to maintaining all its Equipment provided under this Agreement in accordance with Original Equipment Manufacturer (OEM) standards, or other regulatory standards as they may apply. All damaged or malfunctioning equipment/parts shall be repaired or replaced as necessary within ten (10) Business Days upon notification from the Town's Project Manager.
- c) **Third Party Warranties:** Contractor represents and warrants that it has not modified and shall not modify, nor does Contractor need to modify, any Third-Party Software or Equipment for the System to fully perform in accordance with all requirements of this Agreement. Equipment to satisfy any of the requirements of this Agreement, Contractor shall promptly, and at no cost to Town, either (1) obtain a license or purchase from the appropriate third party to enable Contractor to modify such Equipment, or (2) to the extent that Contractor is unable to obtain such a license or complete such purchase, provide an upgrade or alternative solution to Town, which is functionally equivalent, in Town's Project Manager's reasonable determination, in lieu of modification of such Equipment.
- d) **Limitations:** Notwithstanding the warranty provisions set forth in this Article 31, all of Contractor's obligations with respect to such warranties shall be contingent on Town's use of the System in accordance with this Agreement and in accordance with System's Intended purpose, use and Contractor's Instructions as provided to Town in the Documentation, as such instructions may be amended, supplemented, or modified by Contractor from time to time.
- e) In addition to the foregoing warranties, to the extent assignable, Contractor hereby assigns Town, and Town shall have the benefit of, all subcontractors' and suppliers' warranties and representations with respect to any Third-Party Software or Equipment and associated Services provided hereunder. In Contractor's agreements with subcontractors and suppliers, Contractor will use its best efforts to require that such parties (i) consent to the assignment of such warranties and representations to Town; (ii) agree that such warranties and

representations are enforceable by Town in its own name.

- f) Remedy: The Town's remedies under the Agreement for breach of warranties are set forth in this Agreement, including Exhibit 2 (Maintenance and Support Services), will be limited to the repair or replacement by Contractor, at its own expense, of the non-conforming System components and the specific remedies set forth in Article 50 (Unscheduled System Downtime); and any other corrective measures specified in Exhibit 2 (Maintenance and Support Services) and this Agreement.
- g) Breach of Warranty Obligations. Failure by Contractor to timely perform its obligations set forth in this Article shall constitute a material breach, upon which, in addition to Town's other rights and remedies set forth herein, Town may, after written notice to Contractor and provision of a reasonable cure period, terminate this Agreement in accordance with Article 40 (Termination for Default).
- h) **EXCEPT AS SPECIFICALLY SET FORTH IN ARTICLES 31 AND 33 OR ELSEWHERE IN THIS AGREEMENT, CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

ARTICLE 32. BACKUP AND DISASTER RECOVERY PLAN

Contractor commits to taking all reasonable actions necessary to protect the System from loss or damage by any cause. Such precautions shall include, but not be limited to maintaining, at its own expense, a comprehensive Disaster Recovery and Business Continuity Plan ("Backup and Disaster Recovery Plan"). The Backup and Disaster Recovery Plan shall define how Contractor will perform its obligations under the Agreement with minimal disruptions or delays. Contractor represents and warrants that the Backup and Disaster Recovery Plan (i) includes processes and procedures to minimize the likelihood of a business interruption using redundant System and infrastructure; (ii) includes procedures to rapidly identify and respond to an outage event; and (iii) restore business critical services following an outage event. Contractor shall provide Town with a detailed summary of its Backup and Disaster Recovery Plan, including provisions related to subcontracted services, prior to award of this Agreement. (See Exhibit 7)

ARTICLE 33. INTELLECTUAL PROPERTY WARRANTY

- a) Contractor represents and warrants: (i) that Contractor has the full power and authority to grant the Software license and provide Equipment, ownership and all other rights granted by this Agreement to Town; (ii) that no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect; (iii) that this Agreement and the Software and Equipment licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors; (iv) that during the term of this Agreement, Contractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of Town, and without providing such subordination instrument for non-disturbance of Town's use of the System (or any part thereof) in accordance with this Agreement; and (v) that neither the performance of this Agreement by Contractor, nor the license to or ownership by, and use by, Town and its

users of the System In accordance with this Agreement will in any way intentionally infringe upon any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

- b) Notwithstanding any provision to the contrary, whether expressly or by implication, Contractor shall indemnify, defend, and hold harmless the Town, its elected officials, officers, employees, agents and volunteers (collectively referred to for purposes of this Section b) as "Town") from and against any and all liability, including but not limited to demands, claims, actions, fees, damages, costs, and expenses (including attorneys and expert witness fees) arising from any alleged or actual infringement of any third party's patent or copyright, or any alleged or actual unauthorized trade secret disclosure, arising from or related to this Agreement and/or the operation and use of the System. Any legal defense pursuant to Contractor's indemnification obligations under this Article 33(b) shall be conducted by Contractor and performed by counsel selected by Contractor.

Town shall provide Contractor with information, reasonable assistance, and authority to defend or settle the claim. Notwithstanding the foregoing, Town shall have the right to participate in any such defense at its sole cost and expense.

- c) Remedial Measures. Town shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice by Town, Contractor shall, at no cost to Town, take remedial measures to either: (i) procure the right, by license, purchase or otherwise, for Town to continue to use the System or affected component(s) thereof, or part(s) thereof, to the same extent of Town's license or ownership rights under this Agreement; or (ii) to the extent procuring such right to use the System is not commercially reasonable, replace or modify the System or component(s) thereof with another system or component(s) thereof of at least equivalent in quality and performance capabilities, as mutually determined by Town and Contractor until the System and all components thereof become non-infringing, non-misappropriating, non-disclosing and performing as intended.
- d) If Contractor fails to complete the Remedial Measures described In Article 33(c) above then, Town may terminate this Agreement for default pursuant to Article 40 (Termination for Default), in addition to other remedies available to Town under the Agreement.

ARTICLE 34. CONFIDENTIALITY

- a) Each party shall inform all its officers, employees, agents, subagents, and subcontractors of the confidentiality provisions of this Agreement and shall ensure that all its officers, employees, agents, subagents, and subcontractors performing Work hereunder adhere to the confidentiality requirements of this Agreement.
- b) Any and all materials which are developed or were originally acquired by Contractor outside the Scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to Town's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL", if applicable. Accordingly, to the extent permitted by Florida law, including but not limited to, Chapter 119,

Florida Statutes, Town agrees to treat (and take precautions to ensure that its employees treat) such Materials as confidential in accordance with the confidentiality requirements and conditions set below.

- c) To the extent permitted by Florida law, including but not limited to, Chapter 119, Florida Statutes, all Town data, transactions of all forms, financial information, and other documentation obtained from Town in connection with the Services performed under this Agreement, made or developed for Town by Contractor in the course of the performance of the Agreement, or which Town holds the proprietary rights, constitute Confidential Information and may not, without prior written consent of Town, be used by Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of Town, unless required by Law.
- d) In addition to the foregoing, Town Data as well as all Town employee information and Town financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither Contractor nor its employees, agents, subcontractors, or suppliers may sell, transfer, publish, disclose, modify, delete, display, license or otherwise make available to others any part of such Confidential Information without prior written consent of Town. Additionally, Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless Town, and its officers and employees from breach of any federal, state, or local law regarding the privacy of individuals.
- e) Contractor shall promptly advise Town in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractors or supplier's employees, present or former. In addition, Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the confidential information.

ARTICLE 35. SECURITY OF TOWN DATA

- a) Contractor agrees to maintain compliance throughout the term of this Agreement with all requirements of State and Federal Data Protection Laws which requires measures be taken to protect and secure electronic data containing Town Privacy Protected Information (hereinafter referred to as "Town Data"). At a minimum, compliance shall include:
 - 1) Implementing and maintaining all commercially reasonable technical, physical, and organizational security and confidentiality measures as required to protect against unauthorized or unlawful processing of Town Data, or accidental loss, alteration, disclosure, misuse of, or damage to Town Data.
 - 2) Taking all commercially reasonable steps to ensure the reliability of any of Contractor's staff who have access to or are responsible for the processing of Town Data, which may include performing security background checks of all assigned staff, and training and instructing such staff in writing to process Town Data only in accordance with Contractor's written policies and procedures.
- b) Contractor agrees that it shall not engage in or enable or allow others to engage in any systematic or automated data extraction, data mining, screen scraping, or other any similar

activities for commercial or other non-court related purposes except as may be required to perform its obligations under this Contract, which obligations do not include the right to data extraction, data mining or other similar activities.

- c) Contractor shall immediately inform Town of any breach of its security and confidentiality obligations under this Section.
- d) As used herein, the following Definitions shall apply:
 - 1) "Town Data" means any information or data (whether confidential or not) related to customers or employees of the Town, which is made available to Contractor by or at the direction of Town, or which Contractor accesses and/or processes on behalf of Town.
 - 2) "Data Protection Laws" means the data protection and privacy laws of the State of Florida, or any Federal Laws where Contractor is contractually or legally responsible for collecting, handling, or processing Town Data.
 - 3) "Process" or "Processing" may be used interchangeably and means any procedures, processes, or activities by which Contractor receives, processes, transmits, or stores any Town Data or Town Customer Data on behalf of the Town.
 - 4) "Screen Scraping" means the use of software to automatically collect privacy protected information directly or indirectly from Town-owned or Town-sponsored Websites and/or Systems.

ARTICLE 36. PUBLIC RECORDS

- a) Contractor agrees to keep and maintain public records in its possession or control in connection with its performance under this Agreement. The Town Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor 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 Agreement, and following completion of the Agreement until the records are transferred to the Town.
- b) Upon request from the Town's custodian of public records, Contractor shall provide the Town 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) Unless otherwise provided by Law, all records, including but not limited to reports, other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- d) Upon completion of this Agreement, including any extensions or renewals thereof, or in the event of termination by either party, all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered, upon completion or termination of this Agreement, including any extensions or renewals thereof, the Contractor shall destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- e) Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- f) Provider's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- g) **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	Town Clerk
Mailing address:	1030 95 Street
	Bay Harbor Islands, FL 33154
Telephone number:	(305) 866-6241
Email:	yhamilton@bayharborislands-fl.gov

- h) Contractor agrees not to use or disclose, either directly or indirectly, to any person, firm or corporation, Privacy Protected Information of any kind, nature, or description that is disclosed by or obtained by Contractor or discovered by Contractor. As used herein, "Privacy Protected Information" means non-public personal information regarding customers of Town, employees of Town, or third-party consumers having contact with Town, the confidentiality of which Contractor and Town are obligated to maintain pursuant to Chapter 119 (Public Records), of the Florida Statutes. In the event Town is required to defend an action on a Public Records Request, Contractor agrees to indemnify and hold harmless Town from and against any and all liability, damages, costs, and expense arising in connection with such action. The provisions of this Article shall survive the termination of this Contract.

ARTICLE 37. INJUNCTIVE RELIEF

Contractor acknowledges that a breach or threatened breach by Contractor of Article 34 (Confidentiality) and Article 36 (Public Records), may result in Irreparable injury to Town residents

or taxpayers served by Town that may not be adequately compensated by monetary damages, and that, in addition to Town's other rights under this Article and at law and in equity, Town shall have the right to injunctive relief to enforce the provisions of this Article, Article 34, and Article 36.

ARTICLE 38. INTENTIONALLY OMITTED

ARTICLE 39. FORCE MAJEURE, NOTICE OF DELAY

- a) Force Majeure. In no event shall Contractor be liable or responsible for, or be deemed to have defaulted under or breached this Agreement for any failure or delay in performing any terms of this Agreement, when such failure or delay is caused by any circumstances beyond Contractor's reasonable control (a "Force Majeure Event"), including acts of God, wars, riot or other civil unrest, acts of public enemies, strikes, fires, floods, national or regional emergencies, passage of law, or national or regional shortage of adequate power or telecommunications, or other similar cause beyond Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Contractor. In case of any failure or delay caused by a Force Majeure Event, Contractor shall promptly notify Town in writing and state the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the efforts of such Force Majeure Event.
- b) Notice of Delay: In the event Contractor determines at any time that failure, delay or inadequacy of performance of any Town's obligations hereunder may prevent or tend to prevent Contractor from completing any of Contractor's obligations in a timely manner or may cause or tend to cause Contractor to incur additional or unanticipated costs or expenses, Contractor shall promptly following such determination (1) notify Town's Project Manager in writing, of which such Contractor's notice shall specify in reasonable detail any alleged failure, delay or inadequacy of performance by Town and (2) specify the estimated impact of such alleged failure, delay or inadequacy on the performance of Contractor's obligations. In the event Contractor fails to notify Town in writing of any alleged failure, delay or inadequacy of performance in a timely manner as set forth in this Article, Contractor shall not be entitled to rely upon such alleged failure, delay or inadequacy of performance for any purpose whatsoever, including as a justification for either: (1) claiming that Contractor is entitled to receive additional payments from Town hereunder, or (2) failing to fulfill any of Contractor's obligations in a timely manner. This Article shall not be interpreted or construed as expanding in any manner or to any extent the financial obligations of Town under this Agreement.

ARTICLE 40. TERMINATION OF AGREEMENT

- a) The Town may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the PM through fraud, misrepresentation, or material misstatement.
- b) The Town may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Town and that such individual, corporation, or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

- c) **TERMINATION FOR CONVENIENCE BY THE TOWN.** In addition to cancellation or termination as otherwise provided in this Agreement, the Town may at any time, in its sole and absolute discretion, with or without cause, terminate this Agreement by written notice to the Contractor. If the Town exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the PM:
- 1) Stop work on the date specified in the notice ("the Effective Termination Date");
 - 2) Take such action as may be necessary for the protection and preservation of the Town's materials and property;
 - 3) Cancel orders and provide delivery of a copy of the Town's data from their hosting environment;
 - 4) Assign to the Town and deliver to any location designated by the PM any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services; and
 - 5) Take no action which will increase the amounts payable by the Town under this Agreement.
 - 6) If the Town exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. Non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and have been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
 - 7) To the extent practical, the fair and reasonable value shall be based on the price established in Exhibit 1, Statement of Work. In no event, shall any payments under this Paragraph exceed the maximum cost set forth in the Exhibit 4, Pricing and Payments.
 - 8) The amount due hereunder shall be offset by all payments made to the Contractor.
 - 9) In the event of a TERMINATION FOR CONVENIENCE by the Town pursuant to Article 40, the Town shall pay the Contractor the "Termination Fee."
 - 10) All payments pursuant to this paragraph shall be accepted by the Contractor in full satisfaction of all claims against the Town arising out of the termination including, without limitation, lost profits, overhead or other consequential damages. Further, the Town may deduct or set off against any sums due and payable under this Paragraph any claims it may have against the Contractor.

11) All compensation pursuant to this Article is subject to audit.

d) EVENT OF DEFAULT

An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:

- 1) The Contractor has not delivered Deliverables on a timely basis.
- 2) The Contractor has refused or failed to supply enough properly skilled staff personnel.
- 3) The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services or materials provided.
- 4) The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver.
- 5) The Contractor has failed to obtain the approval of the PM where required by this Agreement.
- 6) The Contractor has failed to provide "adequate assurances" as required under subsection 7i) below.
- 7) The Contractor has failed in the representation of any warranties stated herein.
 - i. When, in the opinion of the PM, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the PM may request that the Contractor, within the timeframe set forth in the PM's request, provide adequate assurances to the Town, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement.
 - ii. Until the Town receives such assurances, the Town may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed.
 - iii. If the Contractor fails to provide to the Town the requested assurances within the prescribed timeframe, the Town may treat such failure as a repudiation of this Agreement and resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- 8) In the event the Town shall terminate this Agreement for default, the Town or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

- 9) Where the Town inaccurately terminates the Contract for default, the termination shall be converted to a Termination for Convenience, and the Contractor shall have no further recourse of any nature for wrongful termination.

e) NOTICE OF DEFAULT OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the PM, the PM shall so notify the Contractor ("Notice of Default"), specifying the basis for such default, and advising the Contractor that such default must be cured within a specified timeframe, no less than 30 calendar days, or this Agreement with the Town may be terminated. The Town may grant an extension to the curative period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during the initial specified time frame or any other period which the Town prescribes. The Town at its sole discretion may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town. Any work or materials used in correcting the Work will be covered by the Contractor's Warranty and the Contractor shall assume full responsibility and liability for such work.

f) REMEDIES IN THE EVENT OF DEFAULT

If a Termination for Default occurs, the Contractor shall be notified of the effective date of the Termination ("Termination for Default") and shall be liable for all damages resulting from the default, including but not limited to: lost revenues, re-procurement, and other direct damages.

The Contractor shall stop work as of the date of notification of the termination and immediately remove all labor, equipment, and materials (not owned or paid for by the Town) from the Work Site. The Town assumes no liability for the Contractor's failure to remove such Items from the Work Site as required and provide delivery of a copy of the Town's data and delete the Town's data from your hosting environment.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Town may also bring any suit or proceeding for specific performance or for an injunction.

g) THE TOWN MAY AVAIL ITSELF OF ALL REMEDIES

The Town may avail itself of each and every remedy herein specifically given to it now or existing at law or in equity, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the Town. The exercise or the beginning of the exercise, of one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy. The Towns' rights and remedies as set forth in the Agreement are not exclusive and are in addition to any other rights and remedies in law or in equity.

h) TERMINATION FOR INSOLVENCY

The Town may terminate this Agreement immediately at any time upon the occurrence of any of the following:

- 1) **INSOLVENCY OF CONTRACTOR:** The Town must be notified within 7 days prior to the filing of a voluntary or involuntary petition. Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this Agreement as determined by Town;
- 2) The filing of a voluntary or involuntary petition to have Contractor declared bankrupt, where the involuntary petition is not dismissed within sixty (60) calendar days;
- 3) The appointment of a receiver or trustee for Contractor; or
- 4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of Town provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Contractor agrees that if Contractor as a debtor-in-possession; or if a trustee in bankruptcy rejects this Agreement, Town may elect to retain its rights under this Agreement, as provided under Section 365(n) of Chapter 11, Title 11 of the United States Code. Upon written request of Town to Contractor or the trustee in bankruptcy, as applicable, Contractor shall allow Town to exercise all of its rights and benefits under this Agreement including, without limitation, the right to continued use of all System Software and related Documentation in accordance with the terms of the Agreement, and shall not interfere with the rights and benefits of Town as provided therein. The foregoing shall survive the termination or expiration of this Agreement for any reason whatsoever.

i) TERMINATION AND TRANSITION

Contractor agrees that in the event of any termination of this Agreement, Contractor shall fully cooperate with Town in the transition of Town operations due to the unavailability of the System during such transition. Upon notice to Contractor, Contractor shall allow Town or another selected Contractor a transition period until expiration of the term of the Agreement, or in all other cases, at a date specified by Town, for the orderly turnover of Contractor's Agreement activities and responsibilities without additional cost to Town. The transition from the System to another system shall be performed by Contractor as Additional Work and compensated by Town as such.

ARTICLE 41. DISPUTE RESOLUTION PROCEDURE

- a) Contractor and Town agree to work in good faith and act immediately to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Article 41. Time is of the essence in the resolution of disputes.
- b) Contractor shall seek to resolve all differences concerning the Agreement with the Project Manager.
- c) Neither party shall delay or suspend its performance during the Dispute Resolution Procedure, except for the work relating to the disputed item.
- d) If Contractor and the Project Manager are unable to resolve their differences, within a reasonable time, not to exceed thirty (30) Calendar Days from the date of submission of the dispute, then the parties agree to submit the matter immediately in writing to the Town Manager for further consideration and discussion to attempt to resolve the dispute.
- e) If the Town Manager is unable to resolve the dispute within a reasonable time not to exceed an additional thirty (30) Calendar Days from the date of submission of the dispute, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.
- f) All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. All parties shall act in good faith to resolve all disputes.

ARTICLE 42. INTELLECTUAL PROPERTY RIGHTS

Town acknowledges and agrees that Contractor retains all its intellectual property rights used to create, embodied in, used in, and otherwise relating to the Software, Equipment, Documentation, Devices, or the System. Any and all intellectual property rights are the sole and exclusive property of Contractor or its affiliates and Town shall not acquire any ownership interests therein under this Agreement.

ARTICLE 43. MUTUAL OBLIGATIONS

- a) Contractor shall provide the Services described herein in a competent and professional manner in accordance with the terms and conditions of this Agreement. Town shall be entitled to a satisfactory performance of all Services described herein and in full and prompt cooperation by Contractor in all aspects of the Services.
- b) Contractor always agrees that it will employ, maintain, and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made.
- c) Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.
- d) Any resources of Town furnished to Contractor shall be used only for the performance of this Contract Town will make available to Contractor, for Contractor's use in fulfillment of this

Contract, resources as described below:

- 1) Project Manager: The Project Manager appointed by Town is the principal point of contact for this Contract on behalf of Town. The Project Manager will be primarily responsible for the day-to-day contact with Contractor and day-to-day monitoring of Contractor's performance.
- 2) Project Manager may provide access to qualified Technical Services and Town Operations staff and documentation as required to complete each Deliverable.
- 3) Project Manager will provide timely reviews of submitted work products and approving such Deliverables when completion criteria have been met.

ARTICLE 44. WAIVER

No term of this Agreement may be waived except in a writing signed by the party waiving enforcement. No provision of this Agreement shall be deemed to be waived by reason of any failure to previously enforce such provision. The rights and remedies set forth in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE 45. LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

During the performance of this Agreement, Contractor agrees to the following:

- a) Contractors and Subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment regardless of race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, Including apprenticeship. Contractor agrees to post in conspicuous places available for employees and applicants for employment, such notices as may be required by the Miami-Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- b) Attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami- Dade County Resolution No. R-385-95. If Contractor or any owner, subsidiary or other firm affiliated with or related to Contractor is found by the responsible enforcement agency or Town to be in violation of the Act or the Resolution, such violation shall render this Agreement void. This Agreement shall be void If Contractor submits a false affidavit pursuant to this Resolution or Contractor violates the Act or the Resolution during the term of this Agreement, even if Contractor was not in violation at the time It submitted its affidavit.
- c) To adhere to and be governed by Section 2-11. 1, Conflict of Interest, of the Code of Miami-Dade County, as amended, which Is incorporated herein by reference as if fully set forth herein, in connection with the conditions and terms of this Agreement. The Code is available

for viewing online: http://www.miamidade.gov/ethics/pdf/Ehics_manual.pdf.

- d) To comply with all other local, state, and federal laws, rules, and regulations applicable to this Agreement and to the goods delivered and/or services performed hereunder.
- e) By submitting its signed proposal, Contractor certifies that It has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action In restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been Independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other vendor or competitor; and that the above statement is accurate under penalty of perjury.
- f) Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action If such action or abstention would, in the good faith determination of Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws or regulations requiring that Contractor conduct its operations in a sound manner.
- g) Town Ownership Disclosure Affidavit
- h) Public Entity Crime Affidavit
- i) Drug-free Workplace Certification
- j) Non Human Trafficking Affidavit

ARTICLE 46. PRESS RELEASES OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall Contractor without the express written consent of Town:

- a) Issue or permit to be issued any press release, feature articles, commercial advertisement or literature of any kind which refers to Town, or the Work being performed hereunder, unless Contractor first obtains the written approval of Town. Such approval will not be unreasonably withheld unless Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable.
- b) Except as may be required by law, or as otherwise provided in writing by Town, Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any product or service provided by Contractor, or such parties has been approved or endorsed by Town.
- c) Contractor may, without prior written consent of Town, indicate in its proposals and sales materials that it has been awarded this Agreement with Town, provided that the requirements of this Article shall apply.

ARTICLE 47. USE OF TOWN'S IMAGE

Contractor agrees not to use the Town's name, logo, or image for any advertising or other commercial purposes, without prior written approval of Town.

ARTICLE 48. GOVERNING LAW AND VENUE

This Agreement, including Attachments, Exhibits, Schedules, and all related matters, is accepted and shall be governed by and construed in accordance with the laws of the State of Florida. The Parties mutually agree to submit all disputes, legal suits, actions, or claims arising out of or in connection with this Agreement to the exclusive jurisdiction and venue of the 11th Judicial Circuit, In and For Miami-Dade County, State of Florida.

ARTICLE 49. SEVERABILITY

If any provision hereof or any remedy herein provided for be invalid under any applicable law, such provision shall be inapplicable and deemed omitted but the remaining provisions hereof, including the remaining default remedies, shall be given effect in accordance with the manifest intent hereof.

ARTICLE 50. UNSCHEDULED SYSTEM DOWNTIME - PERFORMANCE PENALTIES

The Parties have mutually agreed to performance metrics in regard to service disruptions as a result of Unscheduled System Downtime. For purposes of this Agreement, "Unscheduled System Downtime" is defined as the total amount of time during any given calendar month, measured in minutes, during which there is a failure or loss of functionality of the System, or any major component of the System as defined in Article 2 (Support Services) of this Agreement. Should the Town's Project Manager, or designee, determine Contractor to be non-compliant with the terms and obligations assumed under this Agreement; and Contractor has not met the required response or resolution timeframes for the reported issues, Town reserves the option of assessing penalties for failure of Contractor to meet the response and resolution times required.

Performance penalties will be applied at the rates referenced in Exhibit II, Maintenance and Support Services. Town will advise Contractor in writing of its intent to assess performance measure penalties within five (5) Calendar Days of becoming aware of occurrence of any delay. Penalties shall be calculated separately for each incident of an Unscheduled System Downtime and will be assessed as a total amount of time, in hours, at the end of each month of System Maintenance. The time frame for measurement of response time and the resolution time shall begin at the exact time the problem was reported to Contractor. The time frame for the repair shall begin as soon as Contractor arrives at the site or begins work on the problem. Partial hours may be treated as whole hours at the sole and absolute discretion of the Town. Performance penalty amounts assessed by Town will be deducted from the Town's payment due Contractor in the following month.

Contractor warrants System (or any component) to be available 99.00% of the time.

ARTICLE 51. AUDIT RIGHTS AND RECORDS RETENTION

Contractor shall maintain accurate and complete financial records of all its activities related to this Agreement in accordance with generally accepted accounting principles. Contractor agrees that Town, or its authorized representatives, shall have access to and the right to examine, audit, or

copy any pertinent transaction, activity, or records relating to this Agreement to the extent required by law. Contractor and its subcontractors shall preserve and make available at reasonable times, for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Department of State, State Library of Archives of Florida, General Records Schedule for State and Local Government Agencies or for five (5) years after termination of this Agreement, whichever is longer.

If any audit has been initiated and audit findings have not been resolved at the end of the applicable retention period, the books, records, and accounts shall be retained until resolution of the audit findings. Failure on the part of Contractor to comply with any of the provisions of this Article shall constitute a breach of this Agreement upon which Town may terminate or suspend this Agreement under the terms of this Agreement.

ARTICLE 52. ELECTRONICALLY REPRESENTED SIGNATURES ACCEPTABLE

Town and Contractor hereby agree to regard facsimile representation or pdf attachment to electronic transmission of original signatures in ink of authorized officials of each party, when appearing in appropriate places on further documents prepared pursuant to this Agreement and received via facsimile or electronic transmission, as legally sufficient evidence that such original signatures have been affixed to such documents, such that the parties need not follow-up facsimile or pdf transmissions of such documents with subsequent transmission of "original" versions of such documents.

ARTICLE 53. USE BY OTHER JURISDICTIONS

This Agreement allows other governmental entities within the State of Florida, including cities, counties, school districts, and special districts, to utilize this Agreement under the same terms, conditions, and prices, in accordance with Section 287.057, Florida Statutes, and other applicable laws. Interested entities must notify both the Town and the Contractor in writing of their intent to participate and enter into a separate agreement with the Contractor. The Town bears no responsibility for the performance of the Contractor under any cooperative purchasing agreement. All participating entities must comply with their own procurement rules and applicable laws.

ARTICLE 54 CONTRACTOR'S STATEMENT OF QUALIFICATIONS AND BUSINESS REFERENCES

Contractor must furnish the information requested by the Town to include General information regarding its management and operations, including a history of commenced and completed projects. Contractor represents that it has furnished evidence to the Town that it has been providing similar software, hardware and services of similar scope and intended under this Agreement for a period of more than 5 (five) years to cities and has provided at least 3 references with contact information.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this _____ day
of _____.

TOWN OF BAY HARBOR ISLANDS,
A Florida Municipal Corporation

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: Town Clerk

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

Joseph Geller for Greenspoon Marder LLP
Town Attorney

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 10th day of February 2025.

TOWN OF BAY HARBOR ISLANDS,
A Florida Municipal Corporation

By: [Signature]

Name: Lindsley Noel

Title: Interim Town Manager

Attest:

By: [Signature]

Name: Vonne P. Hamilton

Title: Town Clerk

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

[Signature]
Joseph Geller for Greenspoon Marder LLP
Town Attorneys

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 10th day of October, 2024:

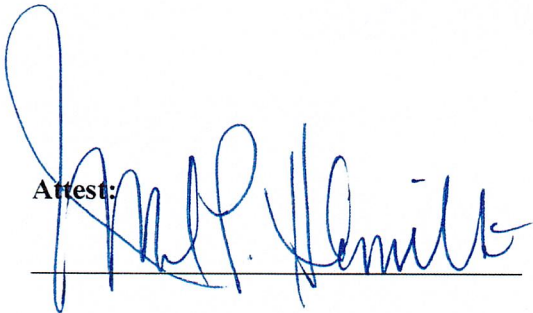
February, 2025

Town of Bay Harbor Islands, FL,
A Florida Municipal Corporation



Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, Florida 33154
Miami-Dade: (305) 866-6241

Attest:



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

By: Greenspoon Marder LLP
[Signature]
Town Attorneys

**CIVICSMART PARKING TECHNOLOGIES, INC., a
Delaware Company**



Balu Subramanya
11220 W. Lincoln Ave.
West Allis, WI 53227

CIVICSMART PARKING TECHNOLOGIES, INC., a
Delaware Company

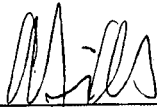


2/5/25

Balu Subramanya, President
11220 W. Lincoln Ave.
West Allis, WI 53227

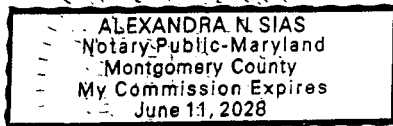
STATE OF Maryland
COUNTY OF Montgomery

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of February 2025, by Balu Subramanya, as President of CivicSmart Parking Technologies, Inc.



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

(SEAL)



Alexandra Sias

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

Personally Known ☐ or Produced Identification ☒
Type of Identification Produced: Driver's License

EXHIBIT 1 - SCOPE OF SERVICES

This Scope of Services defines the products and services to be provided by the Contractor to the Town to facilitate parking enforcement issuance.

The Contractor shall be responsible for providing support throughout the duration of the Agreement for all hardware and software provided. The enforcement application shall serve as an integrated system of technology that will provide the participating agencies with secure access to only their own agency information.

I.A Base System Components and Services

I.A.1. User Access and Administration

- Following a one-time download/authentication process, the Contractor will provide authorized users with access to the enforcement system via the Web.
- The Contractor and the Project Manager or the Town's system administrator will have the ability to establish/maintain all user accounts.
- The Contractor will work with the Town's system administrator to define user groups to restrict access by position and security requirements.
- The Contractor and the Town's system administrator will have the ability to maintain all relevant issuance database tables: (Violations, Officers, Beats, Zones, Streets, State Codes, Vehicle Makes, Vehicle Model, Vehicle Color, Standard Stored Remarks, etc...)

I.A.2. Backend Application Features and Functionality

- The Contractor's backend system will provide the following general features and functionality.
- Provide a hosted, web-based solution providing access to authorized users from any PC.
- Provide authorized users web-based access to standard and ad hoc reports, including the ability to email reports.
 1. The Town staff will identify any reports that must be produced on a scheduled basis
 2. The Contractor will automate the generation of reports in PDF format according to the schedule defined by the Town staff
 3. The Contractor and the Town staff will develop a list and detailed specifications of up to five (5) custom enforcement reports which the Contractor will develop as part of this scope.
 4. The Contractor will provide a Business Intelligence reporting capability and provide up to five (5) custom dashboards and up to six (6) customized reports to meet Town's needs. Town may change the reports from time to time and Contractor will make the changes at no additional cost.
- Capture of GEO-code information for officer activity tracking and GIS map based reporting

- Provide a complete and transparent audit trail with ability to produce printable reports for citation issuance and associated activities, including but not limited to: record of all transactions at the meter level, complete records of all voided transactions, and complete records of all reinstated transactions.

1.A.3. Handheld Software Features and Functionality

- The Contractor's handheld software will provide the following general features and functionality:

- The ability to support an Android application.
- Provide reliable, real-time integration with enforcement related applications (meter systems, mobile payments applications, permits systems, etc.) applicable to each Agency.
- An Automated Range Manager that will pre-allocate citation ranges for each participating agency.
- Ability to take pictures via in-device camera and establish relationship/link to corresponding citation.
- Ability to create an image facsimile of all citations issued.
- Download and synchronization of hot sheets, violation, and misc. enforcement tables.
- Ability to record void or "drove- off" status.
- Barcode reading (1D & 2D).
- Tow request submission.
- Signature capture-officer.
- Warning tracking.
- Scofflaw and Stolen Vehicle Audible Warnings.
- License Plate Recognition Scan Capability.
- Realtime parking rights check across permits and payments.

1.A.4. Tablet Software Features and Functionality

- The Contractor's tablet software will provide the following general features and functionality:
- The ability to issue and print citations from a tablet device of the Contractor's choice.

- Provide authorized users web-based access to standard Auto\SSUE ad hoc reports.
- The ability to support an Android application.
- Provide reliable, real-time integration with enforcement related applications (meter systems, mobile payments applications, permits systems, etc.) applicable to each Agency.
- An Automated Range Manager that will pre-allocate citation ranges for each participating agency.
- Ability to take pictures via in-device camera and establish relationship/link to corresponding citation.
- Ability to create an image facsimile of all citations issued.
- Download and synchronization of hot sheets, violation, and misc. enforcement tables.
- Ability to record void or "drove-off" status.
- Barcode reading (1D & 2D).
- Tow request submission.
- Signature capture-officer.
- Warning tracking.
- Scofflaw and Stolen Vehicle Audible Warnings.
- License Plate Recognition Scan Capability

1.A.5. Data Transfer Capabilities

- The Contractor's enforcement solution will provide the following general features and functionality:
- The ability to send citation information in one file to the Towns' mainframe system.
- The ability to send citation updates (e.g., voids) to the Towns' mainframe system.
- Export and import files with the existing PVS Mainframe (via FTP, using existing protocols).
- Execute reconciliation processes to ensure citations are properly captured from all agencies, all downloads are properly received and loaded by agency enforcement devices, and all citations are properly received for each upload to PVS.

- Real-time wireless communications via cellular communications.
- Real-time citation uploads.
- Real-time hot sheet lookups/validation.
- Real-time pay-by-phone meter enforcement.
- Real-time permit lookups/validation.
- Real-time third-party meter enforcement.

I.B Smart Meter and Pay-by-Cell Interfaces

- The Contractor's enforcement software must allow the user to enter the license/tag number onto device whereas the API will check payment status for the respective municipality's vendors.
- The response from the API will include tag number, tag state, payment status (Valid or Invalid based on payment location and payment start/end time), payment expiration date and time, and payment location. The same functionality must be provided when entering the tag number and tag state within the tag issuance software.
- The Contractor's enforcement solution must support up to eight (8) the following application programming Interfaces (AP Is) for the following types of systems:
 - Single Space Meters:
 - Multi Space Meters:
 - Pay By Phone / Pay by App Systems
 - Mobile LPR systems
 - Fixed LPR systems
- If the Town onboards and utilizes new vendors during the Term, the Contractor will develop interfaces to the new systems at no additional cost.
- Town will provide permissions and facilitate integrations with external vendors as needed for Contractor to develop, test, and roll-out the interfaces.

I.C Handheld Hardware

- Town will utilize one-piece hardware from 2T Systems and Contractor will have the ability to support and maintain such hardware.

I.C.1. Related Supplies and Handheld Accessories

- The Contractor shall provide citation ticket stock/paper per request from the Town. Such related supplies shall be delivered at no additional cost within ten (10) business days of receipt of the Town's request.

The penalties applied to the Contractor shall also be limited to the net financial loss incurred by the Town from the issuance and collection of citations due to a shortfall in support services.

3. Software Maintenance

3.1 As referenced in Section 2, the Contractor shall provide the Town all Software upgrades, updates, and releases made generally available to Contractor's other customers at no additional cost. Such upgrades, updates, and releases may include error corrections, patches, and fixes of the Software. Contractor shall provide notice to the Town when new minor/medium/major updates are available and will advise of any Software downtime.

3.2 Notwithstanding the foregoing, Contractor must provide five (5) days' notice of any Software downtime (i.e., taking the Software offline such that it is not accessible to the Town). The scheduled downtime should be mutually agreed upon in writing and must be scheduled to occur outside of normal Business Hours. Contractor may perform, without any notice to the Town, routine maintenance operations that do not require the Software to be taken offline.

3.3 The Town's data will be hosted in the United States in a secure facility.

4. Equipment Support Services

4.1 Repairs and/or Replacements. Contractor shall provide repairs and/or replacement Equipment for all manufacturers, models, and/or form factors that are provided to the Town. If Equipment requires repair, the Town shall place a support call to the Contractor. Contractor shall determine if Equipment requires repair or replacement and shall provide the Town with a Return Material Authorization (RMA) number and shipment information for Second Day Air shipping. Contractor shall repair or replace the Equipment and return fully functional Equipment to the Town within an average of ten (10) business days.

4.2 On-site Equipment Inventory. Contractor shall provide the Town with an inventory of Equipment to be housed at the Town's site for use as spares. The quantity of spares shall be roughly equal to twenty percent (20%) of the quantity of handhelds and/or printers provided to the Town under this Agreement for any device type of which Participating Agencies use at least 25 units. For the purpose of calculating quantities of spares, quantities shall round to the nearest whole number (i.e., if participating agencies utilize thirty-four of Unit A, then there would be 7 spares; if participating agencies utilize 35 of Unit B, then there would be 7 spares). Such inventory shall be used to facilitate uninterrupted operations in the event the Equipment requires repair and/or replacement. Additionally, Contractor shall provide the Town with mutually agreed upon quantity of consumable parts (batteries and straps) that do not require technical expertise to apply.

5. Enforcement Equipment Refresh

Town's equipment shall be refreshed based on the refresh option selected by the Town.

6. Additional Equipment

If the Town adds additional services or identifies an operational need for additional Equipment, the Contractor and Town shall mutually agree to a quantity of additional Equipment to be provided to

the Town according to the prices set forth in Exhibit 4.

EXHIBIT 3-SCHEDULE

Contractor shall guarantee there is no disruption in ongoing services related to citation issuance or backend.

December 11, 2024	Estimated Contract Execution Date
December 11, 2024	Complete availability of hardware to ensure no discontinuity in the operations
December 11, 2024	Hardware configuration complete and tested in Town
December 11, 2024	End to end data flow testing
December 11, 2024	All screens and workflow to be provided to Town
December 11, 2024	Town approval for screens and workflows
December 11, 2024	Reports complete for Town
December 11, 2024	Training completes for all Town staff
December 11, 2024	Sign-off of all software features
December 11, 2024	Data import completion and readiness signoff
December 11, 2024	Ticket issuances go-live ready

EXHIBIT 4-PRICING AND PAYMENTS

4.1 Handheld Citation Issuance Software and Hardware

The Town hereby selects the 1-year term from the available options under this Agreement and will renew each year after up to 5 years. With each option, additional renewal periods at the Town's option shall be available as specified in this Agreement.

Pricing Table for Handheld Citation Issuance Software and Hardware

Volume Tier	No hardware upgrade Price	Pod + phone upgrade (Note 1)	Pod + phone upgrade (Note 1)	Pod + phone upgrade (Note 1)
Contract Years	1	2	3	5
<250	\$0.90	\$1.33	\$1.18	\$1.07
251-1500	\$0.90	\$1.33	\$1.18	\$1.07
1501-3000	\$0.74	\$0.94	\$0.86	\$0.81
3001-10000	\$0.68	\$1.07	\$0.97	\$0.89
10001+	\$0.65	\$0.91	\$0.81	\$0.73

Note 1: Inclusive of hardware warranty throughout the term and hardware upgrade schedule of the Town's choosing:

- Town can choose when to upgrade its hardware during the term and avoid premature upgrades. This approach maximizes the longevity of the Town's hardware and guarantees that the Town's inventory will have the newest hardware at the end of the contract term, providing an overall better value for the Town.
- Pricing is inclusive of printer warranty on Town's existing printers. Contractor shall replace any printers that malfunction during the term at no cost to Town.
- All pricing includes pre-printed ticket paper. Details of quantities and any additional requirements from the Town will be outlined in the contract.

Additional Notes on Pricing

- **Hardware Upgrade:** Each upgrade includes a new XFPOD, a latest available phone for XFPOD, two new batteries per device, and a hand strap. Printers will be replaced as needed.

4.2 CurbSense Devices:

- If Town opts to install CurbSense for guided or automated citation issuance-
 - There will be a 50% reduction in the price of the ticket from whatever the cities pricing is from the table above. Example if the Town is between 1501-3000 tickets and at a 3-year contract with hardware upgrade then the rate falls from \$0.86 to \$0.43.
 - Town must deploy at least 10 times the number of CurbSense devices to enforcement devices or spaces monitored. So, if Town has 8 handhelds, then they will need to deploy 80 CurbSense devices or monitor 80 spaces. This can be accomplished by monitoring 1 lot with 2 devices or 80 spaces with a device deployed at each space.
 - All CurbSense equipment will be installed at no upfront cost to the Town (see revenue sharing for ongoing cost structure)
 - Contractor is responsible for all maintenance of CurbSense hardware at no cost to the Town.
 - Contractor will have local, trained personnel to manage CurbSense equipment maintenance.
- **Support Portals:** Contractor will provide the following support portals to the Town:
 - A residential permit request and management portal and permit approval workflow for use by residents and the Town
 - A merchant validation portal that works with the CurbSense Dynamic QR Code feature and Automatic Payment feature.
- **Additional Integrations:** Contractor will work with the Town's CAD vendor to implement an API with the Town's CAD system for stolen vehicle detection and alerts. Town will provide or facilitate approvals needed for such integration.
- **Revenue Sharing:** CurbSense implementations will involve a revenue share that is collected over the current base number of tickets issued per month, listed in the above table, and will be shared at a rate of 50% between the Town and Contractor.

4.3 Mobile LPR:

At the Town's option, Contractor can provide Mobile LPR cameras and install them on Town vehicles.

ELSAG-140032	140032 - ELSAG Plate Hunter™ M7 – 2 Camera	\$ 13,915.00
ELSAG-410917	410917 - GPS Antenna (GlobalSat Style)	\$ -
ELSAG-410052	410052 - Ethernet Cable Shielded 25 ft	\$ -
ELSAG-413335	413335 - M7 Trunk box Mounting Bracket - 1 piece	\$ -
ELSAG-421920U	421920U - M7 Trunk box, 1-2 Cameras	\$ -
ELSAG-421945U	421945U - M7 Cam 8mm 740nm	\$ -
ELSAG-421812	421812 - M6 Universal 1 Cam Mount	\$ -
ELSAG-413350	413350-16 - M7 Perm Camera Cable w/LP Bulkhead 16ft	\$ 127.05
ELSAG-421939U	421939U - M7 Cam 12mm 740nm	\$ -
ELSAG-421812	421812 - M6 Universal 1 Cam Mount	\$ -
ELSAG-413350	413350-16 - M7 Perm Camera Cable w/LP Bulkhead 16ft	\$ 127.05
ELSAG-413307	413307 - M7 Permanent Power Cable	\$ -

ELSAG-412995	412995 - Packing Foam Insert	\$ -
ELSAG-210020	210020 - Tech Dispatch -Travel and installation costs for Installer	\$ 1,375.00
ELSAG-510322	510322-5.X - EOC Operation Center License 5.X	\$ 1,402.50
ELSAG-510033	510033-CSC - Car System Version 6.X - EOC Connected	\$ -
ELSAG-210022	210022 - EOC Initial Configuration	\$ 1,375.00
ELSAG-530001	530001-HOSTED-SETUP - Hosted EOC Setup (Up to 25 Users)	\$ 687.50

- **Revenue Sharing:** If Town opts to use Mobile LPR along with CurbSense for guided or automated enforcement, the system will be provided with no additional cost and included as a part of CurbSense system.

For the purpose of calculating the Termination Fee, the Contractor's standard list prices for equipment and software installed or provided under this Agreement shall apply. These list prices shall be the most current, published rates at the time of supply of the equipment, software, and installation, and will serve as the basis for determining the amounts owed by the Town as a result of early termination.

SIGNATURE PAGE

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 10th day of ~~October~~, 2024:

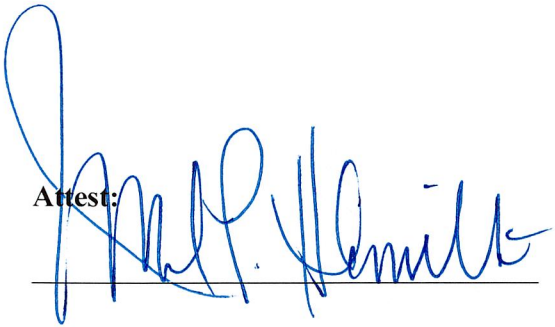
February, 2025

Town of Bay Harbor Islands, FL,
A Florida Municipal Corporation

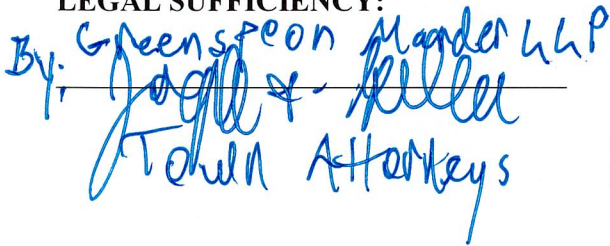


Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, Florida 33154
Miami-Dade: (305) 866-6241

Attest:



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

By: Greenspoon Marder LLP

Town Attorneys

CIVICSMART PARKING TECHNOLOGIES, INC., a
Delaware Company



Balu Subramanya
11220 W. Lincoln Ave.
West Allis, WI 53227

SUPPLEMENTAL AGREEMENT PROVISIONS

Town of Bay Harbor Islands Agreement with CivicSmart, Inc.

These provisions shall control in the event of a conflict with the related agreement.

1. **JURISDICTION – WAIVER OF TRIAL BY JURY**. The Parties hereby agree that any suit, action, or proceeding based on any other matter arising out of or in connection with this Agreement or the transactions contemplated hereby, shall be brought exclusively in the federal courts of the United States or the courts of the State of Florida, in each case located I Miami-Dade County, Florida. Each Party hereby irrevocably waives, and agrees to not assert in any suit, action or proceeding any claim that it is not personally subject to the jurisdiction of any such court or that any such court is an improper or inconvenient venue for such suit, action, or proceeding.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED HEREBY.

2. SCRUTINIZED COMPANIES

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

3. **E-VERIFY** - Pursuant to Section 448.095(2), Florida Statutes, the CONTRACTOR must:
 - A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
 - B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

- C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the TOWN upon request;
- D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- F. Be aware that if the TOWN terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the TOWN as a result of the termination of the Agreement.

4. **LIMITATION OF LIABILITY** TOWN desires to enter into this Agreement only if in so doing the TOWN can place a limit on the TOWN's liability for any cause of action for money damages due to an alleged breach by the TOWN of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Accordingly, and notwithstanding any other term or condition of this Agreement, CONTRACTOR hereby agrees that TOWN shall not be liable to CONTRACTOR for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by TOWN to CONTRACTOR pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

CONTRACTOR

CIVICSMART PARKING TECHNOLOGIES, INC.,

a Delaware Company



Balu Subramanya, President

Date: 2/6/25

TOWN OF BAY HARBOR ISLANDS

By: _____

Date: _____

Name: _____

Title: _____

Approved as to form and legal sufficiency:

GREENSPOON MARDER LLP.

Town Attorneys

Date: _____

Attest:

Yvonne P. Hamilton, CMC, *Town Clerk*

RESOLUTION NO. ____

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF
BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR
THE APPROVAL OF THE AGREEMENT BY AND
BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND
CIVICSMART TECHNOLOGIES, INC.; PROVIDING FOR
INCORPORATION OF RECITALS; PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, CivicSmart Parking Technologies, Inc. (“CivicSmart”) provides parking citation processing systems and associated services; and

WHEREAS, the Town desires to enter into an agreement with CivicSmart to provide a parking citation processing system and associated maintenance and support services, for an initial term of approximately two years, with the Town having the option to renew for three (3) additional years; and

WHEREAS, the Town Council hereby finds the Agreement by and between the Town of Bay Harbor Islands and CivicSmart Parking Technologies, Inc., attached hereto as Exhibit A, and made a part of this Resolution, to be 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:**

Section1. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. The Agreement by and between the Town of Bay Harbor Islands and CivicSmart Parking Technologies, Inc. for a parking citation processing system and associated maintenance and support services, in substantially the form attached hereto as Exhibit A, is hereby authorized and approved.

Section 3. If any provision, section, phrase, or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

Section 4. The Town Manager is hereby authorized to do all things necessary to carry out the aims of the Resolution.

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

PASSED and ADOPTED this __ day of October, 2025.

ISAAC SALVER, MAYOR

ATTEST:

EVELYN HERBELLO, TOWN CLERK

APPROVED AS TO FORM:

GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Morris G. (Skip) Miller, Esq.

ADDENDUM NO. 1 TO AGREEMENT

BY AND BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND CIVICSMART PARKING TECHNOLOGIES, INC.

This **Addendum No. 1** (“Addendum”) is made and entered into by and between the **Town of Bay Harbor Islands** (hereinafter “Town”) and **CivicSmart Parking Technologies, Inc.** (hereinafter “Contractor”), and shall be attached to and incorporated into that certain Software License, Hardware, Implementation, Integration, Training, Maintenance and Support Services Agreement (the “Agreement”) previously executed by the Parties.

WITNESSETH:

WHEREAS, Town and Contractor entered into the Agreement for the provision of a Parking Citation Processing System and associated services; and

WHEREAS, the Parties desire to amend the Agreement to update pricing terms related to citation processing;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

EXHIBIT 4-PRICING AND PAYMENTS

4.1 Handheld Citation Issuance Software and Hardware

The Town hereby selects the 3-year term with a 2 year option from the available options under this Agreement. With each option, additional renewal periods at the Town’s option shall be available as specified in this Agreement.

Pricing Table for Handheld Citation Issuance Software and Hardware

Volume Tier	Pod + phone upgrade (Note 1)	Pod + phone upgrade (Note 1)
Contract Years	3 years	5 years
250 – 1000 tickets per month	\$1.18	\$1.07

Note 1: Inclusive of hardware warranty throughout the term and hardware upgrade schedule of the Town's choosing:

- Town can choose when to upgrade its hardware during the term and avoid premature upgrades. This approach maximizes the longevity of the Town's hardware and guarantees that the Town's inventory will have the newest hardware at the end of the contract term, providing an overall better value for the Town.
- Pricing is inclusive of printer warranty on Town's existing printers. Contractor shall replace any printers that malfunction during the term at no cost to Town.
- All pricing includes pre-printed ticket paper. Details of quantities and any additional requirements from the Town will be outlined in the contract.

Additional Notes on Pricing

- **Hardware Upgrade: Each upgrade includes a new XFPOD, a latest available phone for XFPOD, two new batteries per device, and a hand strap. Printers will be replaced as needed.**

1. Amendment to Article 7 and Exhibit 4 (Pricing and Payment)

Notwithstanding any provisions to the contrary in the Agreement, the Parties agree to the following pricing amendment:

- Contractor shall process up to **one thousand (1,000) citations per calendar month** at the cost \$.54 to the Town issued through the handheld devices. Beginning with citation number 1,001 the cost will be \$12 per ticket for all citations issued through the handheld devices.
- Such charges shall be invoiced monthly in accordance with Article 23 (Invoicing and Payment) of the Agreement.
- For automated notices that are not citations, for example someone parked in front of a fire hydrant, a \$5 fee will be charged for all non-monetary notices (this includes courtesy notices and camera warnings).

1. a. Additional Fees Charged by CivicSmart and not paid by Town

- There is a \$5 convenience fee for each permit purchased through the CivicSmart online permit portal. This fee is paid by the end user and not the Town. No end user state and local sales tax will be paid by CivicSmart.

1.b Transfer of Funds from CivicSmart to Town

- All funds collected each calendar month, excluding the convenience fee, shall be transferred to the Town by the 15th of the following month. CivicSmart will provide a report for each month's transactions by the 15th of the following month.

1.c Bay Harbor Merchant of Record Option

- Bay Harbor may elect to serve as the Merchant of Record for all permit purchases made through the CivicSmart permit site. In this arrangement, all funds will be deposited directly into a designated Bay Harbor account, and CivicSmart will issue invoices to Bay Harbor for the convenience fees collected.

4.2 CurbSense Devices:

- If Town opts to install CurbSense for guided or automated citation issuance-
 - Town must deploy at least 10 times the number of CurbSense devices to enforcement devices or spaces monitored. So, if Town has 8 handhelds, then they will need to deploy 80 CurbSense devices or monitor 80 spaces. This can be accomplished by monitoring 1 lot with 2 devices or 80 spaces with a device deployed at each space.
 - All CurbSense equipment will be installed at no upfront cost to the Town (see revenue sharing for ongoing cost structure)
 - Contractor is responsible for all maintenance of CurbSense hardware at no cost to the Town.
 - Contractor will have local, trained personnel to manage CurbSense equipment maintenance.
- **Support Portals:** Contractor will provide the following support portals to the Town:
 - A residential permit request and management portal and permit approval workflow for use by residents and the Town
 - A merchant validation portal that works with the CurbSense Dynamic QR Code feature and Automatic Payment feature.
- **Additional Integrations:** Contractor will work with the Town's CAD vendor to implement an API with the Town's CAD system for stolen vehicle detection and alerts. Town will provide or facilitate approvals needed for such integration.

- **Revenue Sharing:** CurbSense implementations will involve a revenue share that is collected over the current base number of tickets issued per month, listed in the above table, and will be shared at a rate of \$12 per ticket.

4.3 Mobile LPR:

At the Town's option, Contractor can provide Mobile LPR cameras and install them on Town vehicles. This will be implemented at no cost to the Town if Curbsense is installed and all criteria above is met as stated in 4.2.

ELSAG-140032	140032 - ELSAG Plate Hunter™ M7 – 2 Camera	\$ 13,915.00
ELSAG-410917	410917 - GPS Antenna (GlobalSat Style)	\$ -
ELSAG-410052	410052 - Ethernet Cable Shielded 25 ft	\$ -
ELSAG-413335	413335 - M7 Trunk box Mounting Bracket - 1 piece	\$ -
ELSAG-421920U	421920U - M7 Trunk box, 1-2 Cameras	\$ -
ELSAG-421945U	421945U - M7 Cam 8mm 740nm	\$ -
ELSAG-421812	421812 - M6 Universal 1 Cam Mount	\$ -
ELSAG-413350	413350-16 - M7 Perm Camera Cable w/LP Bulkhead 16ft	\$ 127.05
ELSAG-421939U	421939U - M7 Cam 12mm 740nm	\$ -
ELSAG-421812	421812 - M6 Universal 1 Cam Mount	\$ -
ELSAG-413350	413350-16 - M7 Perm Camera Cable w/LP Bulkhead 16ft	\$ 127.05
ELSAG-413307	413307 - M7 Permanent Power Cable	\$ -
ELSAG-412995	412995 - Packing Foam Insert	\$ -
ELSAG-210020	210020 - Tech Dispatch -Travel and installation costs for Installer	\$ 1,375.00
ELSAG-510322	510322-5.X - EOC Operation Center License 5.X	\$ 1,402.50
ELSAG-510033	510033-CSC - Car System Version 6.X - EOC Connected	\$ -
ELSAG-210022	210022 - EOC Initial Configuration	\$ 1,375.00
ELSAG-530001	530001-HOSTED-SETUP - Hosted EOC Setup (Up to 25 Users)	\$ 687.50

For the purpose of calculating the Termination Fee, the Contractor's standard list prices for equipment and software installed or provided under this Agreement shall apply. These list prices shall be the most current, published rates at the time of supply of the equipment, software, and

installation, and will serve as the basis for determining the amounts owed by the Town as a result of early termination.

2. No Other Changes

Except as expressly modified by this Addendum, all terms, conditions, rights, and obligations of the Agreement, including but not limited to Articles 7 (Pricing), 22 (Payment for Services/Amounts Obligated), and 23 (Invoicing and Payment), shall remain in full force and effect.

3. Effective Date

This Addendum shall become effective as of the date of the last signature below.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum No. 1 as of the dates set forth below.

TOWN OF BAY HARBOR ISLANDS

By: _____

Name:

Title:

Date:

CIVICSMART PARKING TECHNOLOGIES, INC.

By: _____

Name:

Title:

Date:

AGENDA ITEM REPORT
September 25, 2025

ITEM NUMBER: 13.

ITEM: Discussion and Possible Action to enter into a lease agreement with Church by the Sea for property located the agenda for discussion by Town Manager Lindsley Noel.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

The incremental cost over the next 5 years of moving from the trailers to the Church property is estimated at \$1,041,756, calculated as follows:

	Church			Trailers		
	Monthly	Annual	Cost per sq ft	Monthly (1)	Annual	Cost per sq ft
FY 26	15,000	180,000	20	15,493	185,921	28
FY 27	15,000	180,000	20	16,268	195,217	29
FY 28	45,000	540,000	60	17,081	204,978	31
FY 29	46,350	556,200	62	17,936	215,227	32
FY 30	47,741	572,886	64	18,832	225,988	34

Area (sq. ft)	8,932 (3)	6,720
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(1) Assumes 5% annual increases

(2) Per the agreement with Mobile Modular, the Town will incur estimated costs of \$56,320 (11,284 per trailer) when the trailers are returned

(3) Represents total living area per Miami Dade property appraiser

The current agreement with Mobile Modular is month to month until the Town returns the trailers.

The Town is required to give 30 days written notice prior to returning the trailers

Mobile modular has the authority to periodically revise the monthly charges since the lease was extended beyond the initial term

Town paid monthly rent of \$14,897 from Nov 2024 through June 2025; and \$15,493 since July 2025

Expenses are budgeted and recorded in
301.5190.400044.000

182,000 Total budget
150,163 YTD expenditures
31,837 Remaining balance

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	BHI Rent Options
2.	Resolution BHI - Lease with Church(62159671.1)
3.	Lease with Town of Bay Harbor Islands (1045 95th Street) v1

MARKET RENT FOR OTHER COMPARABLE OFFERS

	Paid Months	Monthly Rent	Annual Rent
Year 1	12	\$ 42,500	\$ 510,000
Year 2	12	\$ 43,775	\$ 525,300
Year 3	12	\$ 45,088	\$ 541,059
Total Contractual Rent			\$ 1,576,359

BAY HARBOR ISLANDS: LEASE PAYMENT OPTIONS

FISCAL YEAR	Paid Months	OPTION 1 in 1st Term Sheet		Paid Months	OPTION 2 (given previously)		Paid Months	OPTION 3 (given previously)	
		Monthly Rent	Annual Rent		Monthly Rent	Annual Rent		Monthly Rent	Annual Rent
Year 1 (10/1/25-9/30/26)	11	\$ 15,000	\$ 165,000	11	\$ 20,000	\$ 220,000	11	\$ 25,000	\$ 275,000
Year 2 (10/1/26-9/30/27)	12	\$ 15,000	\$ 180,000	12	\$ 20,000	\$ 240,000	12	\$ 25,000	\$ 300,000
Year 3 (10/1/27-9/30/28)	12	\$ 45,000	\$ 540,000	12	\$ 35,000	\$ 420,000	12	\$ 25,000	\$ 300,000
Total Contractual Rent			\$ 885,000			\$ 880,000			\$ 875,000
Contractual NPV at 5%			\$ 807,670			\$ 810,795			\$ 813,920
TOWN RENT CONCESSION			\$ 691,359			\$ 696,359			\$ 701,359

FISCAL YEAR	Paid Months	OPTION 4 (said at meeting)		Paid Months	NEW OPTION 5		Paid Months	NEW OPTION 6	
		Monthly Rent	Annual Rent		Monthly Rent	Annual Rent		Monthly Rent	Annual Rent
Year 1 (10/1/25-9/30/26)	11	\$ 15,000	\$ 165,000	9	\$ 15,000	\$ 135,000	6	\$ 15,000	\$ 90,000
Year 2 (10/1/26-9/30/27)	12	\$ 25,000	\$ 300,000	12	\$ 25,000	\$ 300,000	12	\$ 25,000	\$ 300,000
Year 3 (10/1/27-9/30/28)	12	\$ 35,000	\$ 420,000	12	\$ 37,500	\$ 450,000	12	\$ 41,500	\$ 498,000
Total Contractual Rent			\$ 885,000			\$ 885,000			\$ 888,000
Contractual NPV at 5%			\$ 813,001			\$ 809,794			\$ 808,098
TOWN RENT CONCESSION			\$ 691,359			\$ 691,359			\$ 688,359

FISCAL YEAR	Paid Months	NEW OPTION 7		Paid Months	NEW OPTION 8		Paid Months	NEW OPTION 9	
		Monthly Rent	Annual Rent		Monthly Rent	Annual Rent		Monthly Rent	Annual Rent
Year 1 (10/1/25-9/30/26)	3	\$ 15,000	\$ 45,000	0	\$ -	\$ -	0	\$ -	\$ -
Year 2 (10/1/26-9/30/27)	12	\$ 29,000	\$ 348,000	12	\$ 32,750	\$ 393,000	12	\$ 36,500	\$ 438,000
Year 3 (10/1/27-9/30/28)	12	\$ 41,500	\$ 498,000	12	\$ 41,500	\$ 498,000	12	\$ 37,500	\$ 450,000
Total Contractual Rent			\$ 891,000			\$ 891,000			\$ 888,000
Contractual NPV at 5%			\$ 809,065			\$ 807,770			\$ 807,108
TOWN RENT CONCESSION			\$ 685,359			\$ 685,359			\$ 688,359

OPTIONAL YEAR ANALYSIS (INCREASED FROM 2 TO 4 YEARS, BASED ON COUNCIL FEEDBACK FOR MORE TIME)

NOTE: OPTION PERIOD RENT IS FIXED IN ALL OPTIONS, BUT CAN BE TERMINATED WITH 6 MONTHS NOTICE

	Market Monthly Rent	BHI Monthly Rent	Annual Savings	Total Town Savings w/ Option 1
Year 4 (10/1/28-9/30/29)	\$ 46,441	\$ 45,000	\$ 17,291	\$708,650
Year 5 (10/1/29-9/30/30)	\$ 47,834	\$ 46,350	\$ 17,809	\$726,459
Year 6 (10/1/30-9/30/31)	\$ 49,269	\$ 47,741	\$ 18,344	\$744,803
Year 7 (10/1/31-9/30/32)	\$ 50,747	\$ 49,173	\$ 18,894	\$763,697
Total Savings in Optional Years			\$ 72,338	



September 19, 2025

Lindsley Noel
Town Manager
Bay Harbor Islands, FL

Dear Lindsley,

Based on the feedback at the September 11th Council meeting, I revised the LOI to include the following feedback:

- 1) Councilperson Fuller noted that some additional time after five years might be necessary depending on the progress of the new BHI Town Hall. Therefore, we doubled the optional years from 2 years to 4 years. Instead of sending the Church written notices to renew each year, if necessary, I simplified the process so that after 3 years, the Town can simply terminate the lease with 6 months written notice.
- 2) There was Council feedback on calculating the one-time costs to move into the building and a resident suggested a longer free rent period. There was also a request to lessen the lease expense burden in year 3. I created a menu of rent payment options to align with these requests for your review. In the following attached LOI, I choose the last option that I believe accomplishes the goals expressed at the Council meeting. If you would prefer a different option, please let me know.

If you have any questions, please reach out to either of us.

Sincerely,

Rob Asinger
Church by the Sea
Reverend

Jason Nevader
Church by the Sea
Treasurer and Secretary

THE CHURCH BY THE SEA

1000 Kane Concourse, Bay Harbor Islands, Florida 33154
305.866.0321 – info@churchbythesea.org



LETTER OF INTENT (“LOI”)

The following criteria are not intended to be a full list of terms and conditions, but instead an outline of the major business points agreed by both Tenant and Landlord in lease negotiations.

Property:	1045 95 th Street, Bay Harbor Islands, FL
Landlord:	1045 95 th Street LLC
Tenant:	The Town of Bay Harbor Islands
Premise:	Approximately 8,932 square feet of ground floor space and parking as shown in Exhibit A.
Use:	Town of Bay Harbor Islands governmental use only (e.g., police department, office of the town manager, town clerk, building department, council chambers, etc.) with no subletting to third parties
Lease Commencement Date:	Upon mutual execution of the lease
Lease Term:	From Lease Commencement Date until 9/30/2028 (approximately 3 years)
Renewal Term:	Tenant to notify Landlord by 3/31/2028 to extend lease until 9/30/2032
Termination:	Tenant has the right to terminate the lease as early as 9/30/2028 upon six months’ written notice (e.g., on or before 3/31/2028). Once the Tenant is in the Renewal Term, if elected, the lease can be terminated with six months’ written notice.
Rent Commencement Date:	October 1, 2026 [Note: Based on Option 9]
Base Rent during Lease Term:	<u>Year 1:</u> \$0 per month from 10/1/2025 to 9/30/2026 <u>Year 2:</u> \$36,500 per month from 10/1/2026 to 9/30/2027

THE CHURCH BY THE SEA

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305.866.0321 – info@churchbythesea.org



Year 3: \$37,500 per month from
10/1/2027 to 9/30/2028

Renewal Term Year 1: \$45,000 per month from
10/1/2028 to 9/30/2029

Renewal Term Year 2: 3% increase from
10/1/2029 to 9/30/2030

Renewal Term Year 3: 3% increase from
10/1/2030 to 9/30/2031

Renewal Term Year 4: 3% increase from
10/1/2031 to 9/30/2032

Possession:

Tenant is allowed to paint, install or replace flooring material, install exterior lighting, security cameras, and set up low voltage wiring after signing of this LOI and upon the signing of an access agreement. Tenant is allowed to occupy building upon lease commencement.

Additional Expenses:

In addition to Base Rent, Tenant shall directly pay for utilities and maintenance (e.g., water, sewer, electricity, landscaping, security, IT, air conditioning service, etc.), contents and liability insurance, sales taxes (if any, assumed to be none due to recent Florida legislation), and real estate taxes (if any, assumed to be none due to exempt governmental use) for the Property.

Landlord shall be responsible for making all necessary repairs and replacements of the Building, including, without limitation, the roof and structural components of the Building and the Building systems.

Landlord will pay for property insurance on the building.

THE CHURCH BY THE SEA

1000 Kane Concourse, Bay Harbor Islands, Florida 33154
305.866.0321 – info@churchbythesea.org



Landlord Improvements:

Tenant takes space "as is".

Tenant's Work:

Tenant shall be responsible for all improvements necessary to operate under its normal course of business. All plans shall be subject to Landlord's approval. Tenant is allowed to install a generator at its cost and remove it at the end of the lease. Any fixed improvements (e.g., built-in millwork, appliances, etc.), to remain with property at the end of the lease.

Security Deposit:

\$45,000.

This proposal shall not be binding on either party unless and until fully executed lease documents have been exchanged and delivered.

AGREED AND ACCEPTED: This _____ day of September 2025.

LANDLORD: 1045 95TH STREET LLC

BY: _____

NAME: JASON NEVADER

TITLE: TREASURER AND SECRETARY

TENANT: TOWN OF BAY HARBOR ISLANDS

BY: _____

NAME: LINDSLEY NOEL

TITLE: TOWN MANAGER

THE CHURCH BY THE SEA

1000 Kane Concourse, Bay Harbor Islands, Florida 33154
305.866.0321 – info@churchbythesea.org



EXHIBIT A: PROPERTY INFORMATION

The single-story office building, located at 1045 95th Street in the Bay Harbor Islands business district, spans 8,932 square feet on a 19,500-square-foot lot. Built in 2003, it underwent a partial gut renovation in 2019 to convert the space from medical to office use, featuring internet connectivity, phone service, a modern staff kitchen, offices, and meeting rooms. The roof was replaced in 2024.

Key features of the property:

Structure: Hurricane impact glass windows and a high first-floor elevation of 9 feet—significantly higher than neighboring business district buildings.

Condition: Move-in ready, with some built-in office furniture.

Parking: 29 spaces total (24 in the front, 5 in the rear)

Interior Layout:

Offices: 12–13, depending on configuration

Bathrooms: 9 in total (4 private and 2 with showers, 5 public and ADA-compliant)

Multi-purpose Room: 1, accommodating over 100 people; can be divided into 2 soundproofed rooms

Conference Room: 1, with sink, fridge, and counter space

Reception Areas: 2

Kitchens: 2, featuring built-in microwaves, refrigerators, and dishwashers

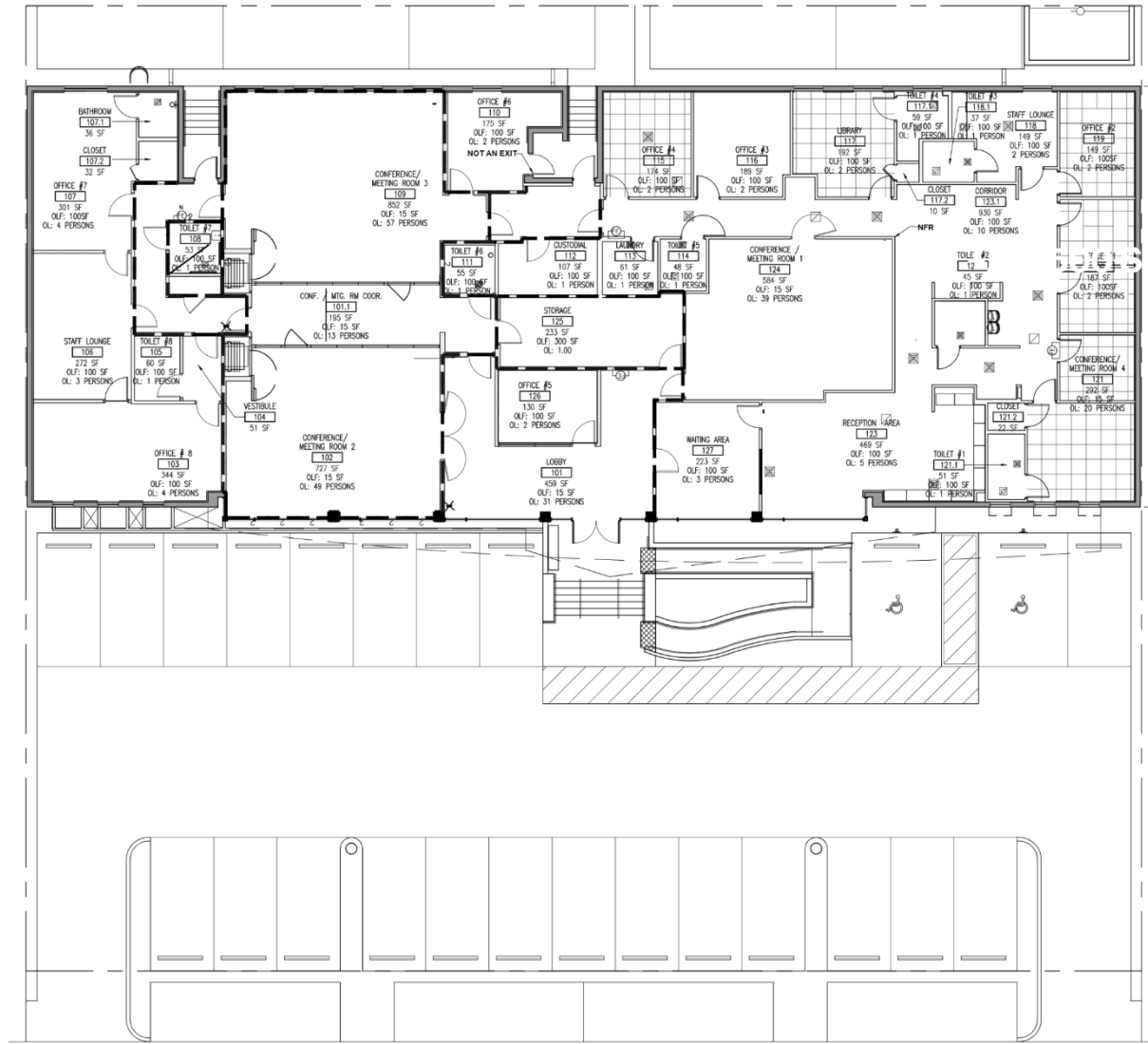
Storage Rooms: 2

Laundry Room: 1, with washer and dryer

THE CHURCH BY THE SEA

1000 Kane Concourse, Bay Harbor Islands, Florida 33154
305.866.0321 – info@churchbythesea.org

EXHIBIT B: SITE PLAN



THE CHURCH BY THE SEA

1000 Kane Concourse, Bay Harbor Islands, Florida 33154

305.866.0321 – info@churchbythesea.org

RESOLUTION NO. ____

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF
BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR
THE APPROVAL OF A LEASE BETWEEN THE TOWN OF
BAY HARBOR ISLANDS AND 1045 95TH STREET, LLC;
PROVIDING FOR INCORPORATION OF RECITALS;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Bay Harbor Islands (the “Town”) desires to lease from 1045 95th Street, LLC (the “Landlord”) certain real property and the improvements thereon located at 1045 95th Street, Bay Harbor Islands, Florida (the “Property”); and

WHEREAS, the Town desires to enter into a Lease with the Landlord (the “Lease”) for such purpose for a term commencing on the “Term Commencement Date” provided in the Lease and ending on September 30, 2028, subject to one (1) renewal option for a period of up to four (4) years; and

WHEREAS, the Town Council hereby finds the Lease between the Town and the Landlord, attached hereto as Exhibit A, and made a part of this Resolution, to be 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:**

Section1. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. The Lease between the Town and the Landlord for the lease by the Town of the premises described in the Lease, in substantially the form attached hereto as Exhibit A, and subject to the review and approval of the Town Attorney, is hereby authorized and approved. The Town Manager is authorized to determine which of the lease payment options presented to the

Town to incorporate into the Lease, such lease payment options being attached hereto as Exhibit “B”

Section 3. On the advice of the Town Attorney, the Town is authorized to enter into a memorandum of agreement with the Tenant, in recordable form, for the purpose of providing record notice that the Town and the Landlord have entered into the Short-Term Lease Agreement pursuant to Section 695.01, Florida Statutes.

Section 4. If any provision, section, phrase, or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

Section 5. The Town Manager is hereby authorized to do all things necessary to carry out the aims of the Resolution.

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

PASSED and ADOPTED this __ day of September, 2025.

ISAAC SALVER, MAYOR

ATTEST:

EVELYN HERBELLO, INTERIM TOWN CLERK

APPROVED AS TO FORM:

GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Morris G. (Skip) Miller, Esq.

LEASE

THIS LEASE ("Lease") made as of the ____ day of October, 2025 (the "Effective Date"), by and between 1045 95TH STREET LLC, a Florida limited liability company ("Landlord") and THE TOWN OF BAY HARBOR ISLANDS ("Tenant").

1. PREMISES. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the Premises, as hereinafter defined, in the building located at 1045 95th Street, Bay Harbor Islands, Florida (the "Building"). The parcel of land upon which the Building is located shall be referred to as the "Property". The "Premises" shall mean approximately 8,932 square feet of ground floor space in the Building, as shown on Exhibit "A" hereto. For the purposes of this Lease, the parties agree that the Premises contain 8,932 square feet of rentable area and that this number is binding and conclusive. Tenant acknowledges examining and inspecting the Premises, and all fixtures, equipment and other property appurtenant thereto and agrees to accept them in their "as is" condition existing on the Term Commencement Date, as hereinafter defined, except as otherwise specified in an exhibit labeled Tenant Work Letter, if any, attached to this Lease as Exhibit "B".

2. COMMENCEMENT OF LEASE TERM; TENANT'S RIGHT TO TERMINATE. The term of this Lease (the "Term") shall commence on the Effective Date (also referred to as the "Term Commencement Date") and end on September 30, 2028, subject to one (1) renewal option (the "Renewal Option") for a period of four (4) years (the "Renewal Term"), which is subject to the terms listed in Paragraph 3 below. Tenant's obligation for the payment of Fixed Rent (as defined in Paragraph 4 below) shall commence on October 1, 2026 (the "Rent Commencement Date").

3. RENEWAL OPTIONS. Provided Tenant is not in default beyond all applicable notice and cure periods as of April 1, 2028, this Lease shall automatically renew for the Renewal Term unless Tenant shall have furnished Landlord written notice (the "Non-Renewal Notice") by April 1, 2028 that it does not desire to exercise the Renewal Option. If Tenant timely delivers the Non-Renewal Notice to Landlord, such Renewal Option shall automatically terminate and be null and void. Fixed Rent during the Renewal Term is set forth in Paragraph 4 below. Tenant has the right to terminate the Lease at any time during the Renewal Term only upon not less than six (6) months' prior written notice to Landlord.

4. FIXED RENT. Tenant shall pay as rent for the Premises the amounts listed in the table provided below ("Fixed Rent"), payable without demand, setoff or deduction in advance on the first day of each month in monthly installments ("Monthly Rent"), plus any applicable sales and other taxes, now or later enacted. All checks are to be made payable to the order of Landlord and mailed or delivered to Landlord at c/o CBS Realty Holding, LLC, 1000 Kane Concourse, Bay Harbor Islands, FL 33154, Attn: Controller, or to such other address or payee specified in a notice given by Landlord to Tenant. If the Rent Commencement Date does not occur on the first day of a month, the first installment of the Monthly Rent shall be prorated on a per diem basis. All sums payable by Tenant to Landlord under this Lease as Fixed Rent, Additional Rent (as hereinafter defined) or otherwise (collectively, "Rent") shall be subject to any applicable sales taxes and other governmental charges or taxes which shall be borne solely by Tenant.

Year 1: Effective Date – 9/30/2026	Abated
Year 2: 10/1/2026 – 9/30/2027	\$36,500 per month
Year 3: 10/1/2027 – 9/30/2028	\$37,500 per month
Renewal Term Year 1: 10/1/2028 – 9/30/2029	\$45,000 per month
Renewal Term Year 2: 10/1/2029 – 9/30/2030	\$46,350 per month
Renewal Term Year 3: 10/1/2030 – 9/30/2031	\$47,740.50 per month
Renewal Term Year 4: 10/1/2031 – 9/30/2032	\$49,172.72 per month

5. GROSS LEASE: This Lease is intended to be a “gross lease,” and Fixed Rent is intended to compensate Landlord for Landlord’s costs of operating, insuring and maintaining the Building as provided in this Lease, except for Tenant’s obligations provided in this Lease. Notwithstanding the foregoing or anything else herein to the contrary, Tenant shall be responsible for payment of all utilities and maintenance, including water, gas, sewer, electric, landscaping, security, IT, air conditioning and telephone service delivered to the Premises.

6. SECURITY DEPOSIT. Tenant, concurrently with the execution of this Lease has deposited with Landlord the sum of \$45,000 (“Security Deposit”). This sum shall be retained by Landlord as security for the payment by Tenant of the Fixed Rent and other sums payable by Tenant under this Lease (“Additional Rent”) and for the faithful performance by Tenant of all the other terms and conditions of this Lease. Landlord, at Landlord’s option, may at any time apply the Security Deposit or any part thereof toward the payment of the Fixed Rent and/or Additional Rent and/or toward the performance of Tenant’s obligations under this Lease. The Security Deposit shall be kept in a segregated account of the Landlord and shall not be commingled with other funds of the Landlord. The Security Deposit is not liquidated damages. Landlord shall return the unused portion of the Security Deposit to Tenant within 30 days after the expiration of the Term if Tenant is not in breach of this Lease. If the Security Deposit is insufficient to cover Landlord’s actual damages, Tenant shall pay on demand to Landlord an amount sufficient to fully compensate Landlord for Tenant’s breach. Landlord may (but is not obligated to) exhaust any or all rights and remedies against Tenant before or after resorting to the Security Deposit. If Landlord makes any application of the Security Deposit, Tenant will replenish the amount so applied within ten days after demand from Landlord. Failure to replenish the Security Deposit shall be deemed a default under the Lease. Landlord shall not be required to pay Tenant any interest on the Security Deposit nor hold same in a separate account. If Landlord sells the Building, Landlord shall deliver the Security Deposit or the unapplied portion thereof to the new owner and the new owner shall keep the Security Deposit in a segregated account. Tenant agrees that if Landlord turns over the Security Deposit or the unapplied portion thereof to the new owner, Tenant shall look to the new owner only and not to Landlord for the return of the Security Deposit upon expiration of the Term.

The Security Deposit or the unapplied portion shall be returned to Tenant within fifteen (15) days after the expiration or earlier termination of the Lease

7. DELETED.

8. PERMITTED USE. Tenant will use and occupy the Premises for governmental use only, including the right to have a police department, office of the town manager, town clerk, building department, and council chambers ("Permitted Use"). In addition to the Rules and Regulations set forth in Exhibit C hereto, Tenant shall not suffer or permit the Premises or any part of them to be used in any manner, or suffer or permit anything to be done in or brought into or kept in the Premises, which would in any way: (a) violate any law or requirement of public authorities; (b) cause injury to the Building or any part thereof; (c) constitute a public or private nuisance; (d) alter the appearance of the exterior of the Building or of any portion of the interior other than the Premises pursuant to the provisions of this Lease; or (e) involve the use, generation, storage or disposal of hazardous or toxic materials or substances.

9. TRANSFER, ASSIGNMENT OR SUBLETTING. Tenant shall not transfer, assign, mortgage, pledge, or encumber this Lease or sublet the Premises in whole or in part, or permit the Premises to be used or occupied by others, intentionally or by operation of law, without the prior consent in writing of Landlord in each instance in Landlord's sole discretion. If Tenant is an entity any disposition(s) of the majority of the voting interests therein, or any change in the power to vote the majority of the interests therein, in one or a series of transactions, shall be treated as an assignment of this Lease requiring Tenant to obtain Landlord's prior written consent thereto. If this Lease is transferred or assigned, or if all or any part of the Premises shall be sublet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect Fixed Rent and Additional Rent from the assignee, subtenant or occupant, and apply the net amount collected to the Fixed Rent and Additional Rent due. Such collection shall not be deemed a waiver of Landlord's right to declare Tenant in default of this provision absent Landlord's express written consent to such assignment or subletting. In the event of any transfer or assignment, Tenant shall continue to be liable in accordance with the terms and conditions of this Lease and shall not be released from the performance thereof absent Landlord's written consent to such release. The consent by Landlord to a particular transfer, assignment, mortgage, subletting, pledge, or encumbrance shall not be construed to relieve Tenant from obtaining the express written consent of Landlord to any other such transaction. Tenant shall reimburse Landlord's actual attorneys' fees and expenses incurred in connection with Tenant's assignment, subletting, transfer, or encumbrance of this Lease or any interest therein. All cash or other consideration, including any excess Rent beyond the Rent set forth herein, received by Tenant as the proceeds of, or resulting from, any assignment, sale, or sublease of Tenant's interest in this Lease and/or the Premises, whether consented to by Landlord or not, shall be paid to Landlord, notwithstanding the fact that such proceeds exceed the Rent called for hereunder, unless Landlord agrees to the contrary in writing, and Tenant hereby assigns all rights it might have or ever acquire in any such proceeds to Landlord.

10. SERVICES; FORCE MAJEURE:

A. Landlord agrees to furnish Tenant, while Tenant is occupying the Premises and during such time as Tenant is not in default or breach of the Lease, the following services, subject to the terms of this Lease:

- (i) Water for drinking and lavatory purposes.
- (ii) Air-conditioning.

(iii) Electricity for lighting and other normal uses in the Premises but not including electricity for equipment requiring voltage in excess of 110/115 volts.

(iv) Electric lighting for public areas and service areas of the Building as may in the judgment of Tenant be reasonably required. It is understood that the existing lighting at the Building is currently acceptable to Tenant and Landlord is not responsible for adding additional lighting to the Building.

B. It is understood that Landlord does not warrant that any of the services referred to above, or any other services which Landlord may supply, will be free from interruption. Tenant acknowledges that any one or more of such services and other Landlord obligations hereunder may be suspended or delayed by reason of accident or repairs, alterations or improvements necessary to be made, or by strikes or lockouts, or by reason of operation of law, or other causes beyond the reasonable control of Landlord. No such interruption or discontinuance of service or delay with respect to other Landlord obligations shall be deemed a breach hereunder by Landlord, an eviction or a disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages by abatement of Fixed Rent or any Additional Rent or otherwise, or relieve Tenant from the performance of any of Tenant's obligations under this Lease.

C. Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons occupying space adjoining, adjacent to or connecting with the Premises or any other part of the Property or otherwise, or for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, or its or their property, from the breaking, bursting, stoppage or leaking of electrical cable and wires, and water, gas, sewer or steam pipes or from theft or burglary. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises and to use such other portions of the Property as Tenant is herein given the right to use, at Tenant's own risk.

D. Tenant is responsible at Tenant's sole cost and expense for contracting and paying for all sanitation services, including trash collection, dumpster rental and recycling. Tenant will comply with all Legal Requirements to ensure trash does not accumulate in or around the interior or exterior of the Building. If Landlord notifies Tenant more than two (2) times during any twelve (12) month period of Tenant's failure to dispose of the trash as required by this Lease, Landlord shall have the right to step in and arrange for the removal of the trash at Tenant's sole cost.

11. REPAIRS AND ALTERATIONS. After receipt from Tenant of written notice of the need therefor, Landlord, at its expense, shall make necessary repairs to the foundation, outer walls, interior load bearing walls, structural components, building systems (including HVAC equipment during the Term) and roof of the Building. Notwithstanding the foregoing, Landlord shall be released of its obligation under this Paragraph if the need for repair was caused by, or Landlord's repair is disturbed, by: (i) the misuse, improper conduct, omission or neglect of Tenant, its subtenants, agents, servants, employees, contractors, invitees or licensees (collectively, "Tenant's Agents"); and/or (ii) any improvements or changes in or to the Premises made by or for Tenant.

Tenant, at its expense, shall keep the Premises (and any Building systems located outside the Premises and which serve the Premises) in good order and condition and shall make all repairs therein and thereto. Except as expressly consented to in writing by Landlord, and except for painting, installing or replacing flooring material, installing additional exterior lighting, installing or replacing security cameras, and installing additional low voltage wiring, Tenant will make no alterations, additions or improvements in or to the Premises, provided however, Landlord shall not unreasonably withhold its consent to any alterations,

additions or improvements so long as: (i) the aggregate cost thereof does not exceed \$75,000 and (ii) such alterations, additions or improvements do not affect the structure or exterior portion of the Building (except for antenna, additional lighting and security cameras), or the electrical, mechanical, HVAC, telecommunications, plumbing or other Building systems. Tenant shall, at Tenant's expense, be responsible for all repairs required to the Premises, except those set forth in this Paragraph 11 which are the responsibility of Landlord, and at all times, maintain the Premises in good and safe condition, including interior plate glass, sprinkler, utilities, plumbing, electrical wiring, and any other systems or equipment upon the Premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear, casualty and condemnation excepted. Tenant's maintenance of the landscaping shall include tree trimming, ensuring no vegetation growth near utility equipment, maintaining landscaping along the fence line, parking lot surface repairs, striping and curbs and exterior security equipment (including gates, fencing and barricades). Tenant shall be required to obtain Landlord's prior written consent before performing any work or installing any improvements on the roof of the Building. If any of Tenant's equipment causes any damage to the roof or Building structure, Tenant shall be responsible for repair such damage at Tenant's sole cost. All work performed by Tenant in the Building or the Premises shall be in compliance with all Legal Requirements. Tenant shall be responsible for the inspection, testing and repairs of fire extinguishers and smoke detectors and alarms. As part of its air conditioning maintenance obligation, Tenant shall enter into an annual contract with an air conditioning maintenance firm which is fully licensed to maintain air conditioning units in the State in which the Property is located. No later than the Rent Commencement Date and annually thereafter, Tenant shall deliver to Landlord a copy of the air conditioning maintenance contract and proof that the annual premium for such contract has been paid. Such air conditioning maintenance firm shall (a) regularly service the air conditioning unit(s), changing belts, filters and other parts as required, (b) notify Landlord of the need for emergency and extraordinary repairs on the air conditioning units, and (c) keep a detailed record of all services performed at the Premises and prepare a yearly report to be furnished to Landlord promptly at the end of each calendar year. During the Renewal Term, Tenant shall be responsible for making necessary repairs to the HVAC equipment (air handlers, condensers, and thermostats). If the replacement of the entire system is required during the Renewal Term, Landlord and Tenant shall split the costs equally. However, if Tenant has provided the termination notice in accordance with Paragraph 3 in this Lease and the replacement of the entire system is required during the six (6) month period before the termination becomes effective, Tenant shall not be responsible for any costs associated with the replacement of the entire system. All alterations, fixtures or improvements, except office furniture, other personal property and fixtures which shall be readily removable without injury to the Premises, shall be and remain a part of the Premises at the end of the Term, unless Landlord, by written notice given to Tenant at least thirty (30) days before the end of the Term, elects to have all or any of the same removed, in which case Tenant shall remove the same at its expense. In all events, Tenant shall promptly repair all damage caused in connection with any removal provided for by this Paragraph.

12. DELAY OF POSSESSION. Tenant shall be given possession of the Premises upon the Term Commencement Date. If Landlord is unable to give possession of the Premises by reason of the holding over of any prior tenant or for any other reason other than the action or inaction of Tenant or Tenant's Agents, so long as such inability continues, a per diem abatement of Fixed Rent and Additional Rent shall be allowed to Tenant if such inability to deliver possession continues beyond the scheduled date for Rent to commence hereunder, but nothing shall operate to extend the Term and said abatement shall be the full extent of Landlord's liability to Tenant on account of delay in Tenant's obtaining possession of the Premises.

13. CHARGES DEEMED ADDITIONAL RENT. All charges to Tenant by Landlord for services or for work done on the Premises by order of Tenant, or otherwise accruing under this Lease, shall be considered as Additional Rent and be collectible as such.

14. FIRE OR CASUALTY. If the Premises shall be rendered untenantable by fire or other casualty during the Term, Landlord shall have 180 days from the date on which the Premises are rendered untenantable to make the Premises tenantable. If the Premises cannot, in the judgment of Landlord, be made tenantable within that time, Landlord shall, upon reaching such judgment, give notice to Tenant that the Premises cannot be made tenantable within 180 days. In such event either party may terminate this Lease by giving written notice of termination to the other party within 10 days after the giving of such notice by Landlord. Landlord shall not be required to rebuild, repair or replace any part of the partitions, fixtures or other improvements which may have previously been placed in the Premises by Tenant. In the event of termination, Fixed Rent and Additional Rent shall be paid only to the date of the fire or casualty. During any time that the Premises are untenantable due to causes set forth in this Paragraph, Fixed Rent and Additional Rent shall be abated. Notwithstanding the foregoing, even if the Premises are not rendered untenantable in whole or in part by fire or other casualty, Landlord will have the right to terminate this Lease upon 10 days' prior written notice to Tenant if (i) the Building is substantially destroyed and Landlord decides not to restore it or to restore it in such a way as to materially alter the Premises, or (ii) the insurance proceeds available to Landlord to restore the Building are, in Landlord's opinion, inadequate to do so. Upon any such termination, Landlord and Tenant shall each be released from all further liability under this Lease accruing after the effective termination date. Any insurance which may be carried by Landlord or Tenant against loss or damage in the Building or the Premises shall be for the sole benefit of the party carrying such insurance and nothing herein contained shall require Landlord to carry insurance on Tenant's contents.

15. COMPLIANCE WITH LAWS. Tenant shall promptly comply with all laws, guidelines, rules, regulations and requirements of the Federal, State, County and City governments applicable to the Premises, including but not limited to the Americans with Disabilities Act (the "ADA"), applicable environmental laws and those for the correction, prevention and abatement of nuisances, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Premises (collectively, "Legal Requirements"). Tenant is responsible for hazardous waste handling and disposal in accordance with Legal Requirements and for remediating any contamination caused by Tenant during the Term.

16. LATE PAYMENT DAMAGE AND ATTORNEYS' FEES. Tenant agrees to promptly pay all Fixed Rent, Additional Rent and other charges that accrue under this Lease. If any monies shall remain unpaid for 5 days after the same become due and payable, without waiving such default or any other available rights and remedies, Landlord shall be entitled to a late fee of 5% of the payment overdue, and if such moneys remain unpaid for more than 30 days after the same become due and payable, then Tenant shall owe default interest at the rate of 1% per month of the payment overdue, computed on a per diem basis from the date it became due and payable. In addition, upon request of Landlord, Tenant shall reimburse Landlord for all costs incurred by Landlord in the enforcement of any of the provisions of this Lease and/or the collection of any sums due to Landlord under this Lease (including, without limitation, collection agency fees, court costs (including expert witness fees whenever such term is used in this instrument) and reasonable attorneys' fees through all appellate actions and proceedings and enforcement or collection proceedings).

17. TENANT'S DEFAULT; LANDLORD'S REMEDIES:

A. Each of the following events shall be a default by Tenant and a breach by Tenant of this Lease:

(i) If Tenant fails to pay Landlord any installment of Fixed Rent, Additional Rent or other charge required to be paid by Tenant under this Lease within 5 days of when the same becomes due and payable;

(ii) If Tenant fails to perform or comply with any of the agreements, terms, covenants or conditions hereof on Tenant's part to be performed and such lack of performance or lack of compliance shall continue for a period of 30 days after notice by Landlord to Tenant or, if such performance or compliance cannot be reasonably had within such 30 day period, Tenant shall not in good faith have commenced such performance or compliance within such 30 day period and shall not diligently proceed to completion;

(iii) If Tenant notifies Landlord, at any time prior to the Term Commencement Date, that Tenant does not intend to take occupancy of the Premises upon the Term Commencement Date, or Tenant shall fail to promptly move into and take possession of the Premises when the Premises are ready for occupancy or shall abandon any substantial portion of the Premises;

(iv) The filing of an involuntary petition against Tenant under the Bankruptcy Code or any state or other federal law relating to bankruptcy or insolvency that is not dismissed within 60 days after being filed or the making or entry of a decree or order by a court or determination by any regulatory or governmental agency, if any, having jurisdiction over Tenant (a) that Tenant is a bankrupt or insolvent, (b) approving as properly filed a petition seeking reorganization of Tenant under the Bankruptcy Code or any state or other federal law relating to bankruptcy or insolvency, (c) appointing a receiver or liquidator or trustee in bankruptcy or insolvency of Tenant or of its property or any substantial portion of its property, or (d) winding up or liquidating the affairs of Tenant; and

(v) If Tenant shall (a) institute proceedings to be adjudged a voluntary bankrupt, (b) consent to the filing of a bankruptcy proceeding against it, (c) file a petition or answer or consent seeking reorganization or readjustment under the Bankruptcy Code or any state or other federal law, or otherwise invoke any law for the aid of debtors, or consent to the filing of any such petition, (d) consent to the appointment of a receiver or liquidator or trustee in bankruptcy or insolvency of it or of its property or any substantial portion of its property, (e) make an assignment for the benefit of the creditors, or (f) admit in writing its inability to pay its debts generally as they become due.

B. Upon default or breach by Tenant of this Lease, Landlord may, at its option, take any, some or all of the following actions:

(i) Give notice to Tenant at any time after default or breach specifying Tenant's default or defaults, and stating that this Lease and the Term shall expire and terminate on the date specified in such notice. Upon the date specified in such notice, this Lease and the Term and all rights of Tenant under this Lease shall expire and terminate as if that date were the date fixed for the expiration of the Term. No state or federal court receiver, trustee or liquidator appointed for Tenant shall be entitled to enforce this Lease or prevent its termination by Landlord.

(ii) Bring summary proceedings against Tenant pursuant to the provisions of applicable law and rules of procedure and cause the distraint of Tenant's property.

(iii) Re-enter and repossess the Premises, in which event Tenant agrees to immediately surrender the Premises to Landlord. Tenant shall nevertheless remain and continue liable to Landlord for a sum equal to all Fixed Rent, Additional Rent and other charges reserved herein for a period equal to the shorter of (a) twelve (12) months, or (b) the remainder of the then existing Term, with Tenant responsible to pay Landlord immediately all such rents and charges that are capable of ascertainment, with other charges that are not susceptible of ascertainment to be paid to Landlord periodically as soon as such charges can be ascertained.

(iv) Repair and alter the Premises in such manner as Landlord deems necessary or advisable in order to let or relet the Premises for the whole, or any part of the, remainder of the Term or for a longer period, in Landlord's name or as the agent of Tenant. From any monies collected or received as a result of such letting or reletting, Landlord shall first pay to itself the cost and expense of retaking, repossession, repairing or altering the Premises, including the cost and expense of removing all persons and property therefrom; second, pay to itself the cost and expense sustained in securing any new tenants; and, third, pay to itself any balance remaining on account of the liability of Tenant to Landlord for a sum equal to all Fixed Rent, Additional Rent and charges reserved herein and unpaid by Tenant for a period equal to the shorter of (a) twelve (12) months, or (b) the remainder of the Term. No re-entry by Landlord, whether had or taken under summary proceedings or otherwise, shall absolve or discharge Tenant from liability hereunder.

(v) Declare all Fixed Rent, Additional Rent and any other charges due or to become due for a period equal to the shorter of (a) twelve (12) months, or (b) the remainder of the entire remaining Term immediately due and payable and accelerate same so that the full amount of all such rent and other charges shall become immediately due and payable by Tenant, and Landlord may collect all such unpaid rent and other sums by distress or otherwise.

(vi) Take any and all other action and pursue all other rights and remedies provided at law or in equity or under this Lease or any other instrument referred to herein or related hereto.

Should any monies collected by Landlord pursuant to any of the provisions of this Paragraph be insufficient to fully pay to Landlord a sum equal to all Fixed Rent, Additional Rent and other charges reserved herein, Tenant shall remain liable for any such deficiency and the right of Landlord to recover from Tenant the amount thereof or a sum equal to all Fixed Rent, Additional Rent and other charges reserved herein shall survive the issuance of any dispossession warrant or other termination hereof.

Tenant, for and on behalf of itself, and all persons claiming through or under Tenant, waives any and all right of redemption or re-entry or repossession or to restore the operation of this Lease in case Tenant shall be disposed by judgment or by warrant of any court or judge or in case of re-entry or repossession by Landlord and Landlord and Tenant, so far as permitted by law, waive and will waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or any claim of injury or damage.

The rights of Landlord as contained in this Paragraph 17 shall survive any termination of this Lease.

18. LANDLORD'S DEFAULT; TENANT'S REMEDIES:

In the event Landlord fails to keep or perform any material term, covenant, condition or provision of this Lease, and such failure continues for sixty (60) days after written notice from Tenant and opportunity to cure, unless such failure requires work to be performed, acts to be done, or conditions to be removed which cannot be performed, done or removed within such sixty (60) day period, in which case the default shall not be deemed to exist as long as Landlord: (i) advised Tenant by written notice within fifteen (15) days after Tenant's notice that Landlord intends to take all steps necessary to remedy such failure with due diligence; and (ii) duly commences and diligently and continuously prosecutes completion of all steps necessary to cure and remedy the same, Tenant shall have the right to exercise all remedies available at law or in equity.

19. NO WAIVER AND CUMULATIVE REMEDIES. No waiver of any provision of this Lease by either party shall be deemed to imply or constitute a further waiver by such party of the same or any other provision hereof. The rights and remedies of Landlord under this Lease are cumulative and are not intended to be exclusive and the use of one shall not be taken to exclude or waive the right of use of another, and Landlord shall be entitled to pursue all rights and remedies available to landlords under the laws of the State of Florida. Landlord may accept partial payments without waiving any rights and without same constituting a waiver of Tenant's default.

20. RIGHT OF ENTRY. Landlord, or any of its agents, shall have the right (but not the obligation) to enter the Premises during all reasonable hours, and after reasonable prior notice (which need not be written), to examine the same or to make such repairs, additions or alterations as Landlord may deem necessary. In the event of an emergency, Landlord or its agents may (but shall not be obligated to) enter the Premises at any time without notice to appraise and correct the emergency condition. Tenant also grants Landlord or its agents the right after reasonable prior notice (which need not be written) to exhibit the Premises at any time within 180 days before the expiration of the Term, provided that Tenant may require Landlord or its agents to be accompanied by an escort, and Landlord shall not be allowed access to the police department (including but not limited to the evidence room) or locations where confidential files are kept, without the consent of Tenant, which consent may be granted, withheld or made subject to conditions in Tenant's sole discretion.

21. PERSONAL PROPERTY. All personal property placed or moved into the Building shall be at the risk of Tenant or other owner and Landlord shall not be liable for any damage to personal property, or to Tenant, arising from the bursting or leaking of water pipes or otherwise from any act or omission of any cotenant or occupant of the Building or of any other person. Any damages to the Building arising out of Tenant's bringing of personal property into the Building shall be repaired by Landlord at the sole cost and expense of Tenant.

22. INDEMNIFICATION OF LANDLORD; INSURANCE; SUBROGATION WAIVER. Subject to any applicable limitations or exceptions in Section 768.28, Florida Statutes, Tenant agrees to indemnify Landlord and its managing agent, if any, against all liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees through all appellate actions and proceedings) arising from or in any way connected with the Premises or any acts, omissions, neglect or fault of Tenant or any of Tenant's Agents including but not limited to any breach of this Lease and any death, personal injury or property damage occurring in or about the Premises or other part of the Building, including the parking and outside areas, and the introduction of or disturbance of any existing hazardous or toxic materials or substances.

Tenant agrees that, at all times during the Term (as well as prior and subsequent thereto if Tenant or any of Tenant's Agents shall then use or occupy any portion of the Premises), it shall keep in force, in an insurance company licensed to do business in the State in which the Premises are located, which insurance company shall be acceptable to Landlord in its sole discretion, commercial general liability and special form property insurance for Tenant's personalty and leasehold improvements in a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage per occurrence as to liability and 100% full replacement cost as to property damage (without deductible insofar as liability coverage is concerned). Tenant shall also maintain throughout the Term umbrella excess liability insurance of not less than \$5,000,000, worker's compensation insurance with not less than the maximum statutory limits of coverage; employee's non-owned and hired vehicle insurance for any non-owned vehicles that are used by Tenant's employees in the course of Tenant's business in an amount of not less than \$1,000,000; if Tenant owns or leases any vehicles used in the operation of its business, commercial

automobile insurance in an amount of not less than \$1,000,000; and such other insurance as Landlord may reasonably require and as is customarily carried by businesses similar to Tenant's business, in such amounts and conditions as Landlord may reasonably require. Such policies shall: (a) include Landlord, its managing agent, and such other parties as Landlord may designate as additional insureds; (b) be considered primary insurance; and (c) provide that it may not be cancelled or changed without at least 30 days' prior written notice from the insurer to each party insured thereunder.

Upon request from time to time, Tenant shall furnish Landlord with duplicate original certificates of all such paid-up insurance. In the event of damage to or destruction of the Premises, Tenant shall have the obligation promptly to repair or restore Tenant's property to its original or better condition.

Landlord shall maintain "all risk" property insurance covering the Building and all Landlord property, excluding any property which the Tenant is obligated to insure. The amount and scope of coverage of Landlord's insurance shall be determined by Landlord from time to time in its sole discretion and shall be subject to such deductible amounts as Landlord may elect. Landlord shall have the right to reduce, terminate or otherwise modify any insurance coverage. The foregoing insurance policy shall be for the sole benefit of Landlord and under Landlord's sole control, and Tenant shall have no right or claim to any proceeds thereof or any other rights thereunder.

Each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty; Landlord and Tenant each hereby releases and waives all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall be in force only if both releasors' insurance policies provide that such a release or waiver shall not invalidate the insurance, and each party hereby agrees to obtain such a clause or an endorsement of like effect (so long as the same shall be obtainable) and furnish evidence thereof to the other party from time to time upon request. Tenant acknowledges that Landlord is not obligated to carry insurance on Tenant's furniture, furnishings, fixtures, equipment, generator and/or improvements, and agrees that Landlord shall not be obligated to repair any damage thereto or replace the same.

23. ESTOPPEL CERTIFICATE; SUBORDINATION. Landlord shall have the unrestricted right to sell, lease, mortgage and refinance the Building. Tenant agrees, within 10 days after request, to execute such instruments as Landlord or its mortgagee or the purchaser of the Building (the "Purchaser") shall require, certifying whether this Lease is in full force and effect and listing any modifications. This statement, commonly known as an estoppel certificate, is intended to be for the benefit of Landlord, any purchaser, lessor of the Building or mortgagee of Landlord, and any purchaser or assignee of Landlord's mortgage. The estoppel certificate will also contain such other information as Landlord or its mortgagee or the Purchaser or the lessor may reasonably request.

Landlord represents and warrants to Tenant that there is no mortgage on the Property as of the Effective Date. This Lease is and at all times shall be subject and subordinate to all future mortgages and long term leases which may affect the Building, and to all recastings, renewals, modifications, consolidations, replacements, and extensions of any such mortgage(s). The foregoing shall be self-operative and any mortgagee shall require no further instrument of subordination. In addition to the foregoing, at Landlord's request, Tenant will execute any instruments and/or certificates required to carry out the intent hereof. In addition to all other remedies, if Tenant fails at any time to execute any such instrument, Landlord is hereby irrevocably appointed attorney-in-fact (which appointment is coupled with an interest) on behalf of Tenant

with full power and authority on behalf of Tenant to subordinate this Lease to any present or future mortgage or other lien on the Premises or the Building.

24. NOTICES. A notice sent under this Lease shall be addressed to the party to receive it and mailed certified mail, return receipt requested, nationally recognized overnight delivery service such as Federal Express or hand delivered to the party to receive the notice at the address set forth below. Notice will be deemed given, in the case of hand delivery or overnight delivery service, when delivered to the party's address set forth above, and, in the case of mailing, 3 days after depositing such notice properly addressed with sufficient postage in a mailbox or other mail facility maintained by the United States Postal Service. Notice given by the attorney for any party shall be as effective as if given by that party. Until further notice the addresses for Landlord and Tenant shall be as follows:

Landlord: c/o CBS Realty Holding, LLC
1000 Kane Concourse
Bay Harbor Islands, FL 33154
Attn: Controller

With a copy to: Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, 23rd Floor
Miami, Florida 33131
Attn: Adam D. Lustig, Esq.
E-mail: alustig@bilzin.com

Tenant: The Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154
Attn: Lindsley Noel

With a copy to: Greenspoon Marder LLP
222 Lakeview Avenue, Suite 1250
West Palm Beach, FL 33401
Attn: Morris G. (Skip) Miller, Esq.

25. RULES AND REGULATIONS. Tenant agrees to abide by all Rules and Regulations contained as Exhibit "C" attached hereto and made a part hereof, as reasonably amended and supplemented in the sole discretion of Landlord from time to time.

26. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties regarding the subject matters referred to herein, and supersedes all prior oral and written agreements between them regarding such matters. It may be modified only by an agreement in writing signed by Landlord and Tenant. No offer of surrender of the Premises shall be binding unless accepted by Landlord in writing.

27. HEIRS AND ASSIGNS. This Lease shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and permitted assigns of both parties. If more than one person and/or entity shall be named herein as Tenant, each such person or entity shall be jointly and severally liable.

28. PEACEFUL POSSESSION. Subject to the terms and conditions of this Lease, Landlord agrees that Tenant shall peaceably have, hold and enjoy the premises without hindrance or molestation by Landlord.

29. EMINENT DOMAIN. If all or any portion of the Property shall be taken (except temporarily) by any condemnation or eminent domain proceedings, at Landlord's election this Lease shall terminate on the effective date of the taking. Landlord shall be entitled to all awards for such taking, except that Tenant shall be entitled to make a separate claim against the condemning authority for moving expenses and for damage to fixtures installed in the Premises by and at the expense of Tenant; provided that any award made to Tenant shall be in addition to, and shall not reduce, any award which Landlord may claim in connection with such taking, and further provided that in no event shall Tenant have any claim for the value of the unexpired Term. The same provisions apply if Landlord sells the Property to a public entity under threat of a taking. Upon any such termination, Landlord and Tenant shall each be released from all further liability under this Lease accruing after the effective termination date.

30. SURRENDER OF PREMISES; HOLDING OVER. Tenant agrees to surrender the Premises including all fixtures permanently attached thereto, to Landlord at the end of the Term in as good condition as they were at the commencement of Tenant's occupancy, ordinary wear and tear excepted, provided, however, that upon Landlord's request, Tenant shall remove all fixtures and equipment affixed to the Premises by Tenant and restore the Premises to such condition prior to the earlier of the end of the Term or the date Tenant is required to vacate the Premises. Tenant will pay to Landlord upon request all damages that Landlord may suffer on account of Tenant's failure to surrender possession as and when aforesaid and Tenant will indemnify Landlord against all liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees through all appellate actions and proceedings, including enforcement and collection proceedings) arising out of Tenant's delay in so delivering possession, including but not limited to claims of any succeeding tenant. Without limiting Landlord's rights and remedies, if, Tenant holds over in possession of the Premises beyond the end of the Term, during the holdover period Monthly Rent shall be double the amount of the adjusted Monthly Rent payable for the last month of the Term.

31. CONSTRUCTION LIENS. The interest of Landlord in and to the Property, the Building, the Premises, and/or any part of either, and the income therefrom, shall not be subject to liens for improvements made, or caused to be made, by Tenant. Tenant will not permit any construction liens, mechanic's liens or other liens to be placed upon the Premises, the Building or the Property, and nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any person for the performance of any labor or the furnishing of any materials to the Premises or any part thereof, nor as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to any construction, mechanic's or other liens against the Premises, the Building, or the Property. If any such lien is recorded against or attached to the Premises, the Building, or the Property, Tenant shall bond against or discharge same within 10 days after Tenant's receipt of actual notice that the same has been so recorded or attached.

32. TRANSFER BY LANDLORD. If Landlord's interest in the Building shall terminate by operation of law, bona fide sale, or execution or foreclosure sale, Landlord shall thereupon be released from all further liability to Tenant under this Lease and Landlord's successor shall thereupon become liable to Tenant for all further obligations of Landlord under this Lease. Landlord shall have the free and unrestricted right to sell, transfer or assign the Property, or any part thereof.

33. ATTORNTMENT AND MORTGAGEE'S REQUESTS. If any mortgagee of the Building comes into possession or ownership of the Premises or acquires Landlord's interest by foreclosure of the mortgage or otherwise, upon the mortgagee's request Tenant will attorn to the mortgagee.

34. PARKING. Tenant shall have the exclusive right to use the parking area located on the Property for the parking of vehicles by Tenant's employees and invitees. Notwithstanding the foregoing, Tenant grants Landlord's staff the limited right to use any available parking spaces on Sundays, solely while the Church by the Sea at the CBS Property is open to the public, and from 5:00 p.m. until 11:59 p.m. on December 24th, if it does not fall on a Sunday. Church by the Sea's staff shall display an identification placard on the dashboard of any vehicle parked at the Property pursuant to this provision.

35. MISCELLANEOUS.

A. If any term or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and condition of this Lease shall be valid and be enforceable to the fullest extent permitted by law. This Lease shall be construed in accordance with the laws of the State of Florida. Landlord and Tenant agree to submit to the personal jurisdiction of and that the venue for any proceeding under or relating to this Lease shall be in any court serving the county where the Property is located.

B. If there is any legal action or proceeding between Landlord and Tenant to enforce any provision of this Lease or to protect or establish any right or remedy of either Landlord or Tenant hereunder, the unsuccessful party to such action or proceeding will pay to the prevailing party all costs and expenses, including reasonable attorneys' fees at all tribunal levels, incurred by such prevailing party in such action or proceeding and in any appearance in connection therewith, and if such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and reasonable attorneys' fees will be determined by the court handling the proceeding and will be included in and as a part of such judgment.

C. Tenant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. Tenant represents and warrants to Landlord that it is authorized to enter into this Lease and perform its obligations hereunder. This Lease contains the entire agreement between the parties relating to the subject matter hereof and all agreements and understandings are merged herein. This Lease may not be modified except in writing, executed by both Landlord and Tenant.

D. Tenant shall pay before delinquency all taxes assessed during the Term against any occupancy interest in the Premises or personal property of any kind owned by or placed in, upon or about the Premises by Tenant.

E. Each party represents and warrants that it has not dealt with any agent or broker in connection with this transaction. If either party's representation and warranty as aforesaid proves to be untrue, such party shall indemnify the other party against all resulting liabilities, costs expenses, claims, demands and causes of action, including reasonable attorneys' fees through all appellate actions and proceedings. The foregoing shall survive the end of the Term.

F. Neither this Lease nor any memorandum hereof shall be recorded by Tenant.

G. All Exhibits hereto shall form a part of this Lease.

H. Time is of the essence to each and every obligation of Landlord and Tenant hereunder.

I. Landlord is not, nor does Landlord hereby, in any way or for any purpose, become a partner of Tenant in the conduct of Tenant's business or otherwise, a joint venturer, or a member of a joint enterprise with Tenant by virtue of this Lease.

J. Anything contained in this Lease to the contrary notwithstanding, the expiration or earlier termination of the Term of the Lease, whether by lapse of time or otherwise, shall not relieve Tenant from Tenant's obligations (or Landlord from Landlord's obligations, as applicable) accruing prior to the expiration or termination of the Term, all of which shall survive the same, whether or not same is expressly stated in the particular paragraph of this Lease, including, without limitation, Tenant's (or Landlord's, as applicable) obligations with respect to: (a) the payment of Rent; (b) any provisions of this Lease with respect to indemnities of Landlord made by Tenant (or Tenant made by Landlord, as applicable); and (c) the removal of all property of Tenant required to be removed hereunder and the repair of all damage to the Premises caused by such removal at the expiration or termination of this Lease to the extent required hereunder.

36. STATUTORY NOTICE REQUIREMENT. Tenant hereby acknowledges receipt of the following notice as required by Chapter 88-285, Laws of Florida:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

37. LIMITATION ON LANDLORD'S LIABILITY. Notwithstanding any contrary provision of this Lease, Tenant shall look solely to the interest of Landlord or its successor (as landlord hereunder) in the Building for the satisfaction of any judgment or other judicial process requiring the payment of money as a result of any negligence or breach of this Lease by Landlord or such successor, and no other assets of Landlord or such successor (or of any beneficial owners, partners, corporations and/or others comprising, affiliated or in any way related to Landlord or such successor) shall be subject to levy execution or other enforcement procedure for the satisfaction of Tenant's judgment in any of such events.

38. WAIVER OF TRIAL BY JURY. **TO THE EXTENT PERMITTED BY LAW, LANDLORD AND TENANT DO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, OR UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ANY ACTIONS OF EITHER PARTY ARISING OUT OF OR RELATED IN ANY MANNER WITH THIS LEASE OR THE PROPERTY. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS LEASE AND SHALL SURVIVE THE TERMINATION OF THIS LEASE.**

39. COUNTERPARTS; ELECTRONIC EXECUTION. This Lease may be executed in any number of counterparts, which when taken together shall constitute one complete document. This Lease may be executed, scanned (in .PDF or similar reprographic format), and/or executed (and, as appropriate, witnessed and/or notarized) electronically using electronic signature software (e.g. DocuSign or similar

software), or by similar methods (each a method of “Electronic Execution”) and transmitted electronically. Such electronically transmitted signatures shall be deemed original signatures for purposes of this Lease and all matters related thereto, with such Electronic Execution having the same legal and binding effect as original signatures. The parties agree that this Lease may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act and any applicable state law. Tenant hereby consents to the use of any third party electronic signature capture service providers as may be chosen by Landlord. The parties (a) consent to the Electronic Execution of this Lease and the use of electronic signatures, (b) intend to be bound by the signatures delivered by Electronic Execution; (c) are aware that the other party will rely on such Electronic Execution and electronic signatures; and (d) waive any defenses to the enforcement of the terms of this Lease based on Electronic Execution or electronic signatures.

40. PUBLIC RECORDS. Landlord shall comply with public records laws, and Landlord shall:

A. Keep and maintain public records required by Tenant to perform the service.

B. Upon request from Tenant’s custodian of public records, provide the Tenant 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 in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.

C. 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 Agreement if the Landlord does not transfer the records to the Tenant.

D. Upon completion of the Agreement, transfer, at no cost, to the Tenant all public records in possession of the Landlord or keep and maintain public records required by the Tenant to perform the service. If the Landlord transfers all public records to the Tenant upon completion of the Agreement, the Landlord shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Landlord keeps and maintains public records upon completion of the Agreement, the Landlord shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Tenant, upon request from the Tenant’s custodian of public records, in a format that is compatible with the information technology systems of the Tenant.

E. THE LANDLORD SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 (2024) TO THE EXTENT APPLICABLE TO THE LANDLORD. IF THE LANDLORD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LANDLORD’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER: (305) 866-6241, E-MAIL ADDRESS: EHERBELLO@BAYHARBORISLANDS-FL.GOV AND MAILING ADDRESS: TOWN CLERK, 1030 95TH STREET TRAILER 2, BAY HARBOR ISLANDS, FL 33154.

F. The obligation of the Town to make payment hereunder is limited to the availability of funds appropriated in a given fiscal year, and continuation of this Lease into a subsequent fiscal year is subject to appropriation of funds, unless otherwise provided by law. Tenant agrees to include the Rent under this Lease in Tenant’s proposed budget for each fiscal year during the Term. If Tenant fails to appropriate sufficient funds in order to satisfy Tenant’s obligations under this Lease, it shall be an immediately event of

default by Tenant under this Lease, Landlord shall have the remedies set forth in Paragraph 17 in this Lease and, additionally, Tenant shall forfeit the Security Deposit.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

The parties have executed this Lease as of the day and year first above written.

LANDLORD:

1045 95TH STREET LLC, a Florida limited liability
company

By: _____
Name: _____
Title: _____

TENANT:

THE TOWN OF BAY HARBOR ISLANDS

By: _____
Lindsley Noel, Town Manager

ATTEST:

By: _____
Evelyn Herbello, MMC, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Greenspoon Marder LLP
Town Attorney
Morris "Skip" Miller, Esq.

PREMISES PLAN

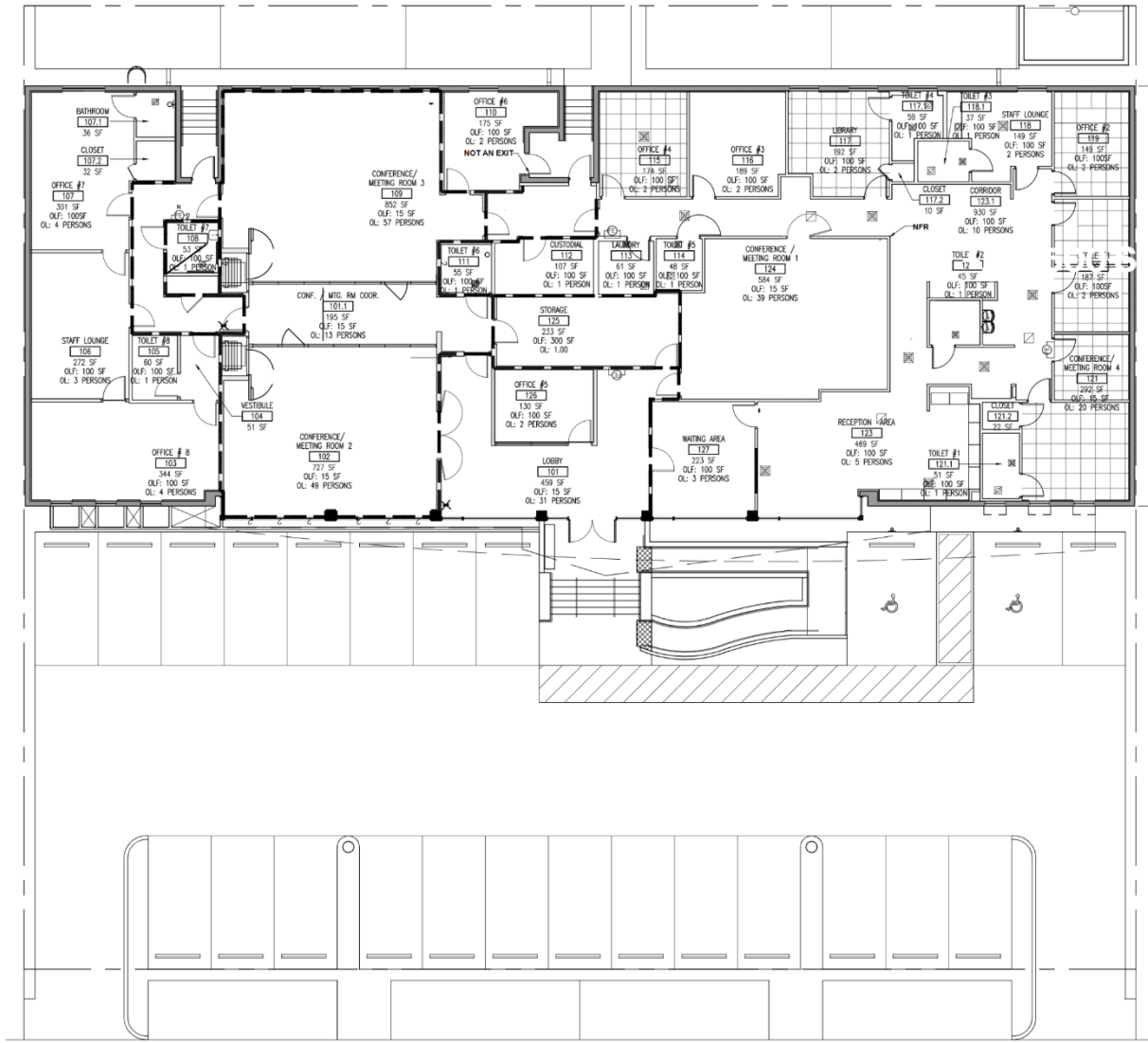


EXHIBIT "B"

TENANT WORK LETTER –

I. TENANT IMPROVEMENTS. Tenant will, in accordance with the Final Plans and Specifications (as hereinafter defined), at its sole cost and expense, construct, improve and equip the Premises and do all such other work as shall be necessary to construct and equip the Premises as a first-class facility for the Permitted Use ("Tenant Improvements"). As part of the Tenant Improvements, Tenant shall have the right to install a generator on the Premises at its sole cost and expense and to remove such generator at the end of the Term and repair any damage caused by such removal (including putting the electrical wiring back in working order after generator removal). It shall be Tenant's responsibility to confirm that the plans and specifications comply with all Legal Requirements including, without limitation, the ADA, and Landlord makes no representation or warranty and is not responsible for any failure of the plans and specifications to comply with any Legal Requirements.

II. WORK DRAWINGS (PLANS) AND SPECIFICATIONS OF TENANT IMPROVEMENTS. Tenant shall proceed diligently to prepare, at Tenant's sole cost and expense, and present to Landlord no later than 30 days from the date hereof, plans and specifications (prepared by a licensed architect or engineer) for all work to be done to finish all of the Premises in accordance with Tenant's requirements as provided in this Exhibit "B". Such plans shall represent complete information and dimensions necessary for the construction and finishing of the Premises and related improvements required to be performed by Tenant, including showing all mechanical, electrical and structural plans required therefore, and such plans shall be sealed and signed by Tenant's architect or engineer. Said plans and specifications shall be subject to Landlord's written approval, which approval shall not be unreasonably withheld. Tenant shall comply in all respects with the requirements of this Exhibit "B" with respect to Landlord's approval of Tenant's plans. In addition, said plans and specifications must be compatible with Landlord's outlined floor plan of the Premises. With respect to Tenant's plans and specifications, Landlord shall, within 10 days of receipt of such plans and specifications, either (a) evidence its approval by endorsement to that effect by signature or initial on one set of said plans and specifications and return such signed or initialed set to Tenant (whereupon such approved preliminary plans and specifications shall then constitute "Final Plans and Specifications" or "Approved Plans"); or (b) refuse such approval, if Landlord shall determine that the same: (i) do not conform to the reasonable standards of design, color, motif, quality of material and decor established or adopted by Landlord in the Building and/or the Property; (ii) will subject Landlord to any additional cost, expense or liability or the Premises to any violation, fine, penalty or forfeiture; and/or (iii) would provide for or require any installation or work which is or might be unlawful or create an unsound or dangerous condition or adversely affect the soundness of the Premises, Building and/or the Property. If Landlord refuses approval, Landlord shall advise Tenant of those revisions or corrections which Landlord requires within 10 days of Landlord's receipt of Tenant's complete plans and specifications, and Tenant shall, within 10 days thereafter, submit proposed plans and specifications, as so revised or corrected, to Landlord for its approval in accordance with this Exhibit "B". Landlord shall reasonably cooperate with Tenant in connection with the issuance of the permits required by Tenant in order to construct the Tenant Improvements. Upon approval by Landlord of Tenant's Final Plans and Specifications, Tenant shall cause its contractor to construct all Tenant Improvements to be performed by Tenant for a good and workmanship manner, free and clear of all liens, claims and encumbrances. Tenant does hereby guarantee unto the Landlord that the Tenant shall, upon commencement of construction of the Tenant Improvements, diligently proceed to complete all of such improvements in a good and workmanlike manner, free and clear of all liens and encumbrances. No construction activity shall be undertaken by Tenant without obtaining Landlord's prior written consent and without obtaining all necessary permits and approvals from all governmental agencies having jurisdiction. Any approval of or consent to any or all of Tenant's criteria, systems, plans, specifications or drawings shall

neither constitute an assumption of responsibility by Landlord for any aspect of such criteria, systems, plans, specifications or drawings, including without limitation, their accuracy or efficiency, nor obligate Landlord in any manner with respect to Tenant Improvements, and Tenant shall be solely responsible for any deficiency in design or construction of all portions of Tenant Improvements.

III. COMPLETION. Tenant shall complete, or cause to be completed, all of the Tenant Improvements which are necessary to finish the Premises in accordance with the approved Final Plans and Specifications. Tenant shall not make any structural or other modifications to the Premises or the Building without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, and Tenant shall not change, the Final Plans and Specifications without obtaining Landlord's prior written consent. Tenant shall deliver to Landlord three (3) complete sets and one reproducible Mylar of as-built plans ("As-Built") for all Tenant Improvements upon completion, and an affidavit executed by a duly authorized officer of Tenant and certified by Tenant's architect and general contractor(s) (collectively, "Certificates"), representing and warranting that the Tenant Improvements have been completed (1) substantially in accordance with any plans and specifications and working drawings previously approved by Landlord, and (2) in accordance with all applicable Legal Requirements. The parties hereby agree that the failure of Tenant to timely provide the plans and specifications or any other document required to be provided hereunder or any delay or failure, the failure by Tenant to timely respond to any matter required to be responded to by Tenant or any other delay or failure to act by Tenant pursuant to this Exhibit "B" shall not delay the Rent Commencement Date.

IV. LIENS. Tenant shall require that all professionals, contractors, subcontractors, suppliers, materialmen or laborers performing Tenant Improvements or supplying goods for such work supply to Landlord properly executed, unconditional release of liens (and, at Landlord's request, Affidavits) confirming that all labor and materials payments relative to Tenant Improvements are fully paid upon completion of Tenant Improvements. Tenant shall commence Tenant Improvements and diligently continually proceed to complete the Premises in accordance with the approved Final Plans and Specifications as set forth herein. Tenant shall also execute and deliver a Termination of Notice of Commencement to Landlord upon request.

V. PERMITS. Tenant shall obtain, at its expense, all necessary permits from the applicable legal authorities and shall pay all other fees required by applicable legal authorities or utility companies with respect to the Tenant's Improvements prior to its commencement of Tenant Improvements.

VI. CERTIFICATES OF OCCUPANCY. Tenant shall secure a certificate of occupancy from the jurisdictional authorities in sufficient time to allow Tenant to open the Premises in accordance with the provisions of the Lease

VII. TENANT'S CONTRACTORS, ETC. All of the Tenant Improvements shall be performed by parties holding appropriate licenses and/or certificates of competency where required by applicable law. Tenant shall submit the names of all contractors, subcontractors and other parties that will be performing such work and Landlord reserves the right to disapprove any such contractors, subcontractors or parties performing such work for reasonable cause and, upon such disapproval, the contractor, subcontractor or other party disapproved shall not be permitted to do any such work. Tenant and/or its contractor and or subcontractors agree to obtain and pay for all permits and comply with all building codes, ordinances, OSHA regulations, regulations and requirements of the Fire Insurance Rating Bureau. Landlord's approval of plans does not release Tenant from this obligation, Tenant agrees to require its contractor and/or subcontractors to furnish Landlord evidence of general liability and property damage, and worker's compensation (as required by law) insurance coverage prior to Tenant's contractors performing any work in Tenant's Premises. General liability insurance to be in the amount of not less than One Million Dollars (\$1,000,000) for injury to one person, and

not less than Two Million Dollars (\$2,000,000) for injuries to more than one person in one accident. Property damage insurance shall be in an amount of not less than 100% of the full contract price. Tenant agrees to indemnify and hold harmless Landlord from and against any claims, actions or damages resulting from actions or inactions of Tenant, its agents, employees, contractors or subcontractors in the performance of Tenant Improvements including but not limited to attorneys' fees, paralegals' fees and court costs through all trial and appellate levels. Tenant and/or its contractors and/or subcontractors are limited to performing their work, including any office or storage for construction purposes within the Premises only. Tenant and/or its contractors and/or subcontractors shall each be responsible for daily removal of all trash, rubbish and surplus materials resulting from construction and fixturing of the Premises. Tenant is cautioned against having trash accumulated in the Premises. Should trash accumulate in the Premises, Landlord, after notice to Tenant, may remove Tenant's, and Tenant's contractors', trash and Tenant shall pay to Landlord, as Additional Rent payable on demand, an amount equal to 1.15 times Landlord's cost incurred with respect thereto. Tenant and/or its contractors and/or subcontractors are responsible for all utilities for their work, including payment of utility charges. Tenant and/or its contractor must present to Landlord at the project one complete set of working drawings and specifications approved by Landlord and applicable governing authorities, including copies of building permits, before permission will be given to start construction in the Premises. Upon completion of construction, Tenant and/or its agent or contractor will obtain final inspection of the Premises by building authorities to obtain a necessary certificate of occupancy. Tenant shall deliver a copy of such certificate of occupancy to Landlord.

VIII. ADDITIONAL CONSTRUCTION CRITERIA: Tenant shall comply with following additional construction criteria:

1. Tenant shall maintain the Premises in a clean and orderly condition during construction. Tenant shall promptly remove all unused equipment shipping containers, packaging, construction materials, debris and waste from the Property, and deposit it in receptacles provided by Tenant or otherwise remove the same from the Property. Tenant shall contain all construction materials, equipment, fixtures, merchandise, shipping containers and debris within the Premises. Public corridors, service corridors and the exterior of the Property shall be clear of Tenant's equipment and other property, refuse, and debris at all times.

2. Any time, and from time to time, during the performance of Tenant Improvements, Landlord, Landlord's management agent, Landlord's architect and/or Landlord's general contractor may enter upon the Premises and inspect the work being performed by Tenant and take such steps as they may deem necessary or desirable to assure the proper performance by Tenant of Tenant Improvements and/or for the protection of the Property and/or any premises adjacent to the Premises. In addition, Tenant Improvements shall be performed in a thoroughly first-class and workmanlike manner, shall incorporate only new materials which are free from asbestos and/or other hazardous materials and shall be in good and usable condition at the date of completion.

3. Landlord may supply to Tenant, or directly to Tenant's contractor, a copy of the rules, regulations and requirements of the Property pertaining to the Tenant Improvements. Tenant agrees to make its best efforts to secure its contractor's acknowledgment of receipt of such rules, regulations and requirements and to ensure the contractor's compliance therewith.

4. Any fixed improvements (i.e. built-in millwork, appliances, etc.) shall remain in the Building and automatically become the Property of Landlord at the end of the Term.

IX. TENANT ACCEPTS PREMISES AS IS. Tenant agrees that Landlord is not required to perform any work on the Premises and Tenant accepts the Premises "AS IS".

EXHIBIT "C"

RULES AND REGULATIONS

The following Rules and Regulations are accepted by Tenant. The term Tenant includes Tenant's officers, directors, agents, servants, employees, patrons, licensees, customers, visitors, or invitees. In the event of a conflict between this Exhibit and the Lease, the Lease shall prevail. Without limiting the foregoing, the following Rules and Regulations shall not limit or restrict any actions or activities permitted by the terms of the Lease and/or otherwise approved by Landlord thereunder.

1. Tenant, at Tenant's sole liability and risk, shall move furniture, equipment, merchandise or materials within, into or out of the Premises or Property subject to Landlord's previous written approval concerning time, method and routing of such movement.
2. Landlord will not be responsible for lost or stolen property, equipment, money or any article taken from Premises or the Property regardless of how or when loss occurs, except in the case of negligence, willful misconduct or illegal acts by Landlord.
3. Tenant shall be permitted to place additional locks on any door or change existing locks in the Building as Tenant deems necessary in furtherance of its governmental functions without the prior written consent of Landlord. All keys shall be returned to Landlord promptly upon termination of the Lease.
4. Tenant shall, before leaving Premises unattended, close and lock all doors.
5. All plate and other glass now in Premises or the Property that is broken by Tenant, its employees, contractors or representatives (but expressly excluding damage not attributable to Tenant), shall be promptly replaced by and at expense of Tenant under the direction of Landlord.
6. Tenant shall give Landlord prompt notice of all accidents to or defects in air conditioning equipment, plumbing, and electric facilities or any part or appurtenance of Premises upon obtaining knowledge thereof.
7. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant.
8. All contractors and/or technicians performing construction work for Tenant within the Premises or the Property shall be referred to Landlord for approval before performing such work. This shall apply to all construction work, including construction work affecting floors, walls, windows, doors, ceiling, equipment or any other physical attached feature of the Property or the Premises, but expressly excluding the installation of telephones, computers and similar equipment, electrical devices and attachments. None of this work shall be done by Tenant without Landlord's prior written approval, which approval shall not be unreasonably denied, delayed or made subject to conditions.
9. If the Premises become infested with vermin, Tenant, at its sole cost and expense, shall cause its Premises to be exterminated from time to time, to the reasonable satisfaction of Landlord, and shall employ such exterminators therefor as shall be approved by Landlord, which approval shall not be unreasonably denied, delayed or made subject to conditions..

10. Tenant shall be permitted to install such antennas, aerial wires, radio or television equipment, and any other type of equipment, inside or outside of the building without the prior written consent of Landlord, as Tenant deems necessary in furtherance of its governmental functions.
11. Tenant shall not conduct its business in such manner as to create any nuisance or commit waste or suffer or permit waste to be committed in the Premises or Property.
12. No smoking shall be permitted anywhere in the Building.

AGENDA ITEM REPORT

October 8, 2025

ITEM NUMBER: 14.

ITEM: Discussion and possible action regarding an agreement between SBC USA, LLC and the Town to utilize space on the south side of Causeway Island for the transfer of debris. Sponsored by Vice Mayor Stephanie Bruder.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	Resolution BHI _ Short Term Lease(62045539.1) (Correct Version)(62159649.1)
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RESOLUTION NO. ____

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF
BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR
THE APPROVAL OF THE SHORT TERM LEASE
AGREEMENT BETWEEN THE TOWN OF BAY HARBOR
ISLANDS AND 40 ICIR, LLC; PROVIDING FOR
INCORPORATION OF RECITALS; PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, 40 ICIR, LLC (“Tenant”) is the owner of certain real property located at 40 Indian Creek Island Road, Indian Creek, Florida 33154, and desires to lease certain vacant land owned by the Town of Bay Harbor Islands (“Town”) for the purpose of storing construction material while Tenant’s nearby property is being developed; **and**

WHEREAS, the Town has agreed to allow Tenant to use such vacant land for such purpose in exchange for the payment of rent; and

WHEREAS, the Town desires to enter into an agreement with Tenant to lease to Tenant the premises described in said agreement for such purpose for a term of twenty four (24) months, with two options to renew, each for an additional twelve (12) months, for compensation to the Town from Tenant of \$30,000 per month; and

WHEREAS, the Town Council hereby finds the Short-Term Lease Agreement between the Town and Tenant, attached hereto as Exhibit A, and made a part of this Resolution, to be 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:**

Section1. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. The Short-Term Lease Agreement between the Town and Tenant for the lease by the Tenant of the premises described in the Short-Term Lease Agreement, in substantially the form attached hereto as Exhibit A, is hereby authorized and approved.

Section 3. On the advice of the Town Attorney, the Town is authorized to enter into a memorandum of agreement with the Tenant, in recordable form, for the purpose of providing record notice that the Town and Tenant have entered into the Short-Term Lease Agreement pursuant to Section 695.01, Florida Statutes.

Section 4. If any provision, section, phrase, or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

Section 5. The Town Manager is hereby authorized to do all things necessary to carry out the aims of the Resolution.

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

PASSED and ADOPTED this __ day of September, 2025.

ISAAC SALVER, MAYOR

ATTEST:

EVELYN HERBELLO, INTERIM TOWN CLERK

APPROVED AS TO FORM:

**GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Morris G. (Skip) Miller, Esq.**



TOWN OF BAY HARBOR ISLANDS PLANNING AND ZONING DEPARTMENT MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager
CC:	Morris (Skip) Miller, Esq., Consultant Town Attorney Evelyn Herbello, Town Clerk
FROM:	Lorrainia Belle Town Planner
DATE:	October 8, 2025
SUBJECT:	VAR25-000001- Encroachments into street-side setback Applicant- Brain and Brittany Riemer 9625 Broadview Terrance Legal Description: LOT 8, BLOCK 30

VARIANCE REQUEST

An application by Brain and Brittany Riemer, requesting the approval of a variance from Section 23-12(15)(A)(III) to allow an accessory structure to encroach fifteen (15) feet in the required 40 feet setback requirement to a minimum setback of twenty-five (25) feet. The second request is to allowed a balcony to encroach six (6) foot and two (2) inches in the required 40 feet street side yard setback requirement to a minimum setback of thirty-three (33) feet and 10 inches to construct a balcony canopy over the street side yard area for the subject property located at 9625 Broadview Terrance, identified with parcel identification numbers 13-2227-001-5760.

1. BACKGROUND/HISTORY

Issue Statement:

The applicant is requesting two variances: the first to allow the construction of a flat roof with a total width of 18 feet 2 inches, of which 15 feet would encroach into the street-side setback; and the second to allow the construction of a second-floor balcony with a total width of 9 feet 4 inches, which would project 6 feet 2 inches into the same setback.

Both proposed structures exceed the allowable building envelope and therefore require approval of the variance in order to proceed. The application is being submitted by the property owner Brian and Brittany Riemer for the property located at 9625 Broadview Drive, Bay Harbor Islands, Florida.

Recommended Action:

Town Council to consider the requested setback variances in accordance with Section 23-12(15)(A)(III) for the subject property located at 9625 Broadview Terrace.

Background & Additional Information:

The subject property, located at 9625 Broadview Terrace, is a corner lot parcel with a total area of 10,000 square feet. The property faces two streets Broadview Terrace, the front yard and Kane Concourse on the street side. The street side which faces Kane Concourse has a 7ft pre-cast concrete wall along Kane Concourse, which was approved by DRB on June 6, 2023. The existing home, originally constructed in 1972, is a single-story residence totaling 3,408 square feet of living space, featuring three bedrooms and three bathrooms.

Relevant Code Amendment:

On May 10, 2023, the Town Council amended Section 23-12(15), which governs projections into required setback areas, to eliminate nearly all encroachments on the West Islands for single-family properties. As revised, the Code prohibits any part of a building or structure, except fences, walls, and limited eaves from projecting into side or rear setbacks. The Code allows eaves to encroach up to two (2) feet into setbacks abutting streets, alleys, or waterways. Additionally, certain decorative accessory structures (such as canopies and gazebos) may project into setbacks on waterfront lots only, and only with Design Review Board approval. Since this property is not a waterfront lot, the proposed encroachments do not qualify under the accessory structure exceptions and thus require Town Council approval through a variance.

Zoning and Land Use:

The property is located within the Single-Family District (RD) zoning district, which permits single-family residential use. The proposed exterior alterations are consistent with the permitted uses under this zoning designation, as they involve cosmetic updates to the home's exterior without any change in use or intensity of the property

Surrounding Land Use and Zoning:

North: Residential Use, RD Single-Family District
South: Residential Use, RD Single-Family District
East: Residential Use, RD Single-Family District
West: Residential Use, RD Single-Family District

Future Land Use Map Designation:

The property is designated as Low Density Residential on the Future Land Use Map, which permits up to six (6) dwelling units per gross acre. It is currently zoned within the Single-Family Districts (RD) zone. This designation is consistent with the Comprehensive Plan, and the proposed use aligns with the objectives outlined for Low Density Residential areas.

Platting:

Re-platting of the site will not be required, as it is already platted as outlined in the legal description above

2. CURRENT ACTIVITY

The applicant proposes to demolish the existing residence and construct a new two-story single-family home totaling approximately 5,611 square feet. The new home will include four bedrooms, seven bathrooms, a two-car garage, a swimming pool, and an outdoor terrace. The current plans have not yet been approved by staff; however, only minor technical comments remain to be addressed before the plans may proceed to the Design Review Board. The proposed design is based on the assumption that the requested variances will be approved. If the variances are denied, the home's design will require substantial revisions to comply with the current zoning regulations.

Applicable Codes:

Zoning Regulations (RD- Single Family)

Standard	Required	Proposed	Status	Code Reference
Front Setback (East, Broadview Ter)	25'	25'	Complies	Sec. 23-11(A)(1)
Street Side (North, Kane Concourse) Building	40'	43'4"	Complies	23-12(15)(A)(III)
Street Side (North, Kane Concourse) flat roof	40'	25'	Variance Requested	23-12(15)(A)(III)
Street Side (North, Kane Concourse) 2 nd Floor Balcony	40'	33'6"	Variance Requested	23-12(15)(A)(III)
Side (East)	10'	10'2"	Complies	Sec. 23-11(A)(4)
Rear (South)	10'	10'2"	Complies	Sec. 23-11(A)(3)
Open space	40% (4,000)	42.8% (4,280)	Complies	Sec. 23-11(A)(8)

Section 2-22(B) Basis for a variance. All decisions of the town council to grant an application for variance shall be by written resolution. In order to authorize any variance from the provisions of the Code of the Town of Bay Harbor Islands the town council must and shall find:

- (1) That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district.
- (2) That the special conditions and circumstances do not result from the actions of the applicant.
- (3) That granting the variance requested will not confer on the applicant any special privilege that is denied by this article to other lands, buildings or structures in the same zoning district.

- (4) That literal interpretation of the provisions of the Code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would work unnecessary and undue hardship on the applicant.
- (5) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.
- (6) That granting the variance will not change the use to one that is different from other land in the same district.
- (7) That the grant of the variance will be in harmony with the general intent and purpose of the Code, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.
- (8) No nonconforming use of neighboring lands, structures or buildings in the same district, and no permitted use of land, structures or buildings in other districts, shall be considered grounds for the issuance of a variance.
- (9) In granting any variance, the town council may prescribe appropriate conditions and safeguards in conformity with the Code of the Town of Bay Harbor Islands. Violations of such conditions and safeguards, which are made a part of the terms under which the variance is granted, shall be deemed a violation of the Code of the Town of Bay Harbor Islands and punishable under sections 1-8, 23-17, 23-37 and any other applicable penalty section(s) of the Code.

Under no circumstances will the town council grant a variance to permit a use not permitted in the district involved, or any use expressly or by implication prohibited by the Code

3. CONCLUSION

The applicant is requesting two variances from the required 40-foot street side setback along Kane Concourse in order to accommodate architectural elements of a proposed two-story single-family residence: (1) a flat roof canopy that would encroach 15 feet, resulting in a 25-foot setback; and (2) a second-floor balcony canopy that would encroach 6 feet 2 inches, resulting in a 33-foot 10-inch setback. These encroachments exceed the limits established under Section 23-12(15)(A)(III) of the Town Code and therefore require formal variance approval by the Town Council.

The property is a corner lot with a unique configuration and existing 7-foot wall along the street side yard. The proposed improvements are intended to enhance the architectural character and usability of the home while remaining within the overall permitted use of the RD Single-Family District. If approved, the variances would allow the applicant to proceed with their current design plans, subject to further review and approval by the Design Review Board.

The Council should consider whether the request meets the standards outlined in Section 2-22(B), including the presence of special conditions, the absence of self-created hardship, and whether the variance would be in harmony with the intent of the Town's Code. The decision should also take into account whether granting the variance represents the minimum necessary to allow reasonable use of the property without granting special privileges.

Brittany and Brian Riemer
9625 Broadview Terrace
Bay Harbor Islands, FL 33154

September 8, 2025

Town of Bay Harbor Islands
Building & Zoning Department
Trailer 3, 1030 95th Street
Bay Harbor Islands, FL 33154
Attn: Variance Review Board

Re: Variance Application for 9625 Broadview Terrace (the “Property”)

Dear Mayor Salver, Vice Mayor Bruder and council members:

This letter shall serve as our formal request and statement of intent for a variance to allow for certain modest encroachments into the 40-foot front yard setback imposed on our Property. Specifically, we respectfully request relief to allow for (1) 15 feet for a flat roof over a terrace (please note that this encroachment includes steps which together with an open terrace are already permitted to encroach into the setback [See Section 23-12(15)(f) of the Code of Ordinances of Bay Harbor Islands (the “Code”)], and (2) 6 feet 2 inches for a balcony, both of which would otherwise not be encroachments, and therefore be automatically permitted under the Code, on any similarly situated corner lot as well as any interior lot not fronting Kane Concourse.

I. Background and Nature of Relief Requested

The Property is an irregularly oriented lot that fronts Broadview Terrace, nonetheless the Code is creating a hardship by classifying the Property as having two front yards, one of which abuts Kane Concourse, creating additional restrictions and consequently, the Property is uniquely impacted by a disproportionate setback. While corner lots and interior lots located on the West Island that are not fronting Kane Concourse are subject to a 25-foot front yard setback, the Property is required to maintain a substantially greater setback of 40 feet [See Section 23-11(A)(1) of the Code].

This disparity imposes a site-specific hardship not shared by similarly zoned or dimensioned lots in the same district, solely due to the Property’s classification of having two front yards and its orientation along Kane Concourse. The practical effect is a significant reduction in buildable area and functional outdoor living space, which

precludes reasonable design elements—namely, a covered terrace and balcony—that are customary and compatible within the neighborhood context and difficult to achieve without relief.

II. Fundamental Elements Satisfied in Favor of Granting this Variance Request

1. No Detriment to the Public or Surrounding Properties

The proposed improvements will not adversely impact neighboring properties or the public realm. The encroachments do not directly face any residential neighbor (similar to a waterfront lot that faces open water) but rather Kane Concourse, and is screened by an existing 7-foot concrete privacy wall and dense landscaping (both along Kane Concourse and along the direct neighbor's side). As such, it poses no neighbor, visual, privacy, or aesthetic intrusion, and is consistent with the existing streetscape.

2. Unique Circumstances Not Self-Created

The hardship arises exclusively from the Property's location fronting Kane Concourse and the Code classifying the Property as having two front yards. This is not a condition created by the applicant, but rather a zoning anomaly resulting in an inequitable application of the Code to the Property.

3. Deprivation of Substantial Property Rights

Denial of the requested relief would result in the denial of substantial rights afforded to other property owners within the same zoning district, namely the ability to incorporate architectural and functional features such as a covered terrace or balcony within a 25-foot front setback, which is the setback for most of the corner lot and interior homes on the West Island.

4. Minimal Relief Required to Alleviate Hardship

The requested variance is narrowly tailored—limited only to the specific projection of the covered terrace and balcony—and does not affect the main massing of the structure. The balance of the structure will remain within all required setbacks.

5. Consistent with the Intent and Purpose of the Code

The requested relief upholds the spirit and intent of the Code, which seeks to preserve public character, protect adjacent properties, and encourage consistent neighborhood development—all of which remain fully intact with this application.

III. Code

Section 23-12 of the Code governs projections into setback areas, and the Town has repeatedly amended §23-12(15) to spell out what is and is not allowed to project into setbacks—most of those amendments speak to side and rear yards, and to specific waterfront or street-side conditions. There is no explicit blanket prohibition in §23-12(15) against projections into the front yard; rather, the text enumerates specific allowances/limits by yard type and location, leaving the front yard without the kind of categorical ban that appears elsewhere. That silence supports a reasonable interpretation that modest, well-conditioned front-yard projections may be considered where consistent with the Code’s stated pattern of tailored encroachment standards.

Further, the Code contains a unique provision that for purposes of projections into the setback area for swimming pools, the Property is treated as a side yard [See §23-12(15)(g)(x)]. If this same yard of the Property was treated as a side yard or rear yard for setback purposes, instead of a front yard (which technically is the side of the property or reasonably speaking should be treated as the rear yard), the setback requirement would be 10 feet and the underlying issues which serve as the basis of this variance request would be moot.

IV. Conclusion

Given the unique circumstances of the Property and for the reasons described herein, strict application of the 40-foot setback would prevent the enjoyable use of our Property and from being used in a manner consistent with other homes in the neighborhood. The balcony and roof feature over the terrace are not only desirable features but also practically necessary ones given the weather and climate in Florida. In accordance with Section 23-11(A)(5), the town has the power to adjust the street or front yard setback restrictions in the interest of proper, useful and equitable planning. Accordingly, we strongly believe that the requested variances are essential to permit reasonable use of the land, will restore parity with similarly situated lots, and will not impair public safety, welfare, or the orderly development of the neighborhood.

We respectfully request that the Town Council consider this application favorably and grant the requested variances. We remain available to provide any supporting documentation, including site plans, elevations, photographs, or to appear at the public hearing.

Sincerely,

Brittany and Brian Riemer



rdr miami | public hearing notification services

certified lists of property owners within a specific radius + radius maps + mailing labels + mailouts + notice of public hearing site posting
rdrmiami.com | diana@rdrmiami.com | 305.498.1614

September 4, 2025

Town of Bay Harbor Islands
1030 95 Street
Bay Harbor Islands, Florida 33154

Re: Property owners within 375 feet of:

SUBJECT: 9625 Broadview Terrace, Bay Harbor Islands, FL 33154

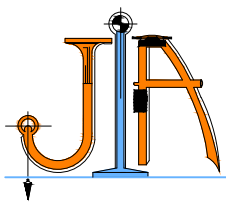
FOLIO NUMBER: 13-2227-001-5760

This is to certify that the attached ownership list, map and mailing labels are a complete and accurate representation of the real estate property and property owners within 375 feet radius of the external boundaries of the subject property listed above, including the subject property. This reflects the most current records on file in the Miami-Dade County Property Appraisers' Office.

Sincerely,

Diana B. Rio

Total number of property owners without repetition: **54, including 0 international**

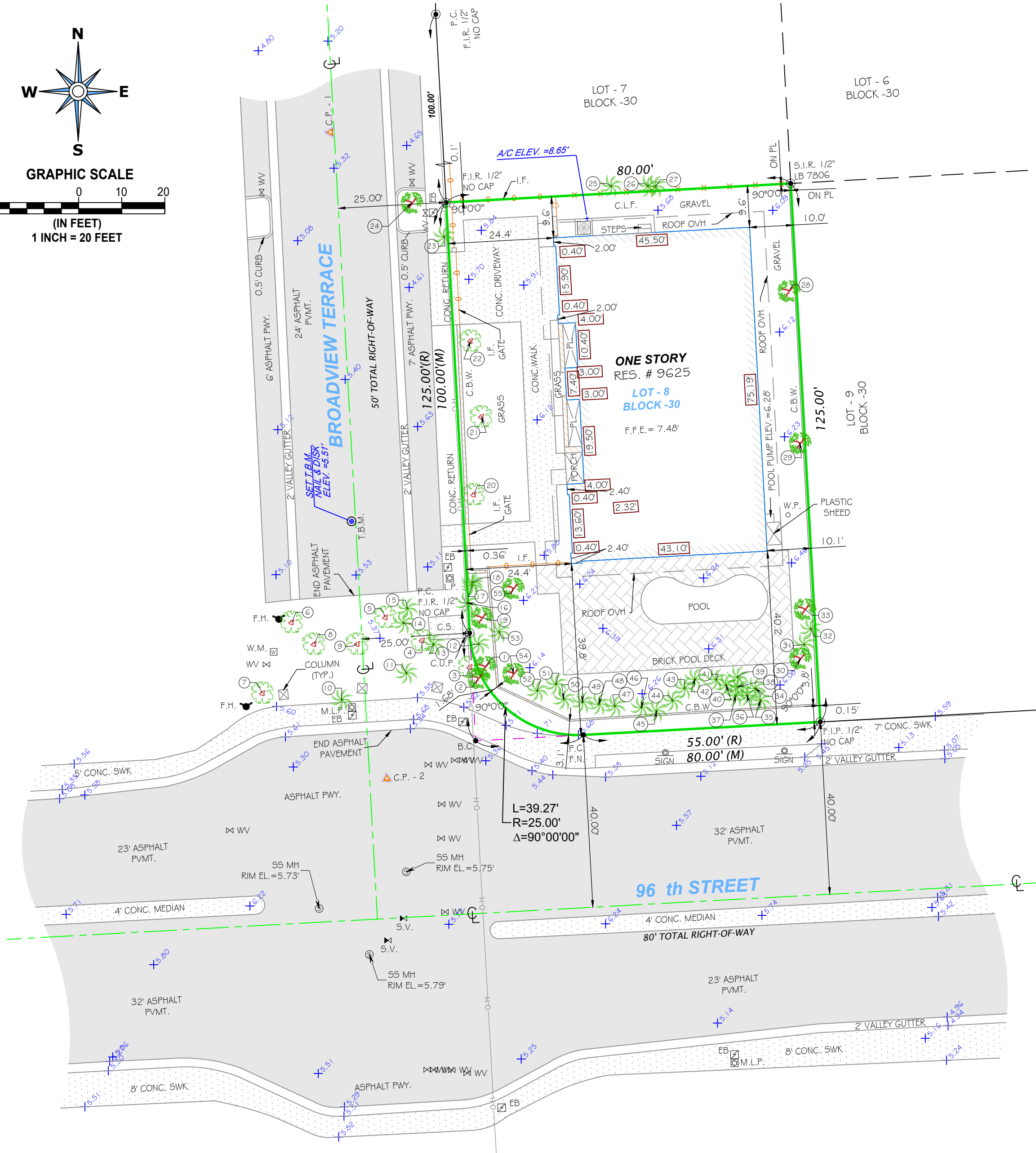
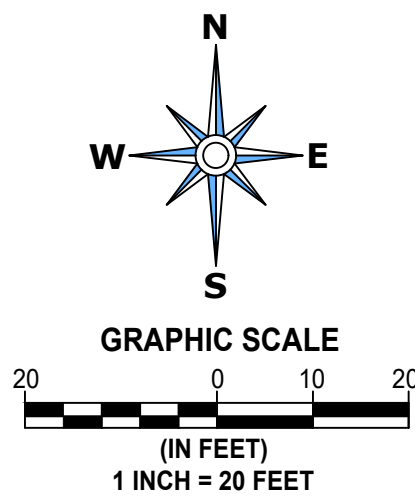


JOHN IBARRA & ASSOC., INC.
Professional Land Surveyors & Mappers
WWW.IBARRALANDSURVEYORS.COM

777 N.W. 72nd AVENUE
SUITE 3025
MIAMI, FLORIDA 33126
PH: (305) 262-0400

3725 DEL PRADO BLVD. S.
SUITE 823
CAPE CORAL, FL 33904
PH: (239) 640-2660

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY



SURVEYOR'S NOTE:
A CERTIFIED ARBORIST MUST CONFIRM ALL
THE TREE NAMES, CONDITIONS AND
SPECIES. TREES WERE IDENTIFIED
TO THE BEST OF OUR ABILITIES.

TREE TABLE				
No.	NAME	HEIGHT (FEET)	DIAMETER (FEET)	SPREAD (FEET)
1	SCHEFFLERA	18	0.80	12
2	SCHEFFLERA	18	0.80	12
3	OAK	22	1.10	18
4	OAK	22	1.10	18
5	OAK	22	1.10	18
6	OAK	22	1.10	18
7	OAK	22	1.10	18
8	OAK	22	1.10	18
9	OAK	22	1.10	18
10	PALM	30	1.10	9
11	PALM	30	1.10	9
12	PALM	20	0.60	6
13	PALM	20	0.60	6
14	PALM	20	0.60	6
15	PALM	20	0.60	6
16	PALM	20	0.60	6
17	PALM	20	0.60	6
18	PALM	20	0.60	6
19	SCHEFFLERA	16	0.80	8
20	OAK	20	1.50	25
21	OAK	20	1.50	25
22	OAK	20	1.50	25
23	PALM (3)	26	0.80	9
24	ALAGERSTROEMIA (4)	17	0.30	10
25	PALM	18	0.40	8
26	PALM	18	0.40	8
27	PALM	18	0.40	8
28	ARECA PALM (5)	8	0.30	5
29	ARECA PALM (5)	8	0.30	5
30	RAVENALA (4)	18	0.90	6
31	PALM	12	0.30	6
32	PALM	12	0.30	6
33	BUCHANANIA	12	0.30	6
34	PALM	18	0.30	6
35	PALM (2)	18	0.30	6
36	PALM (2)	18	0.30	6
37	PALM (2)	18	0.30	6
38	PALM	18	0.30	6
39	PALM	18	0.30	6
40	PALM	18	0.30	6
41	PALM	18	0.30	6
42	PALM	18	0.30	6
43	PALM	18	0.30	6
44	PALM	18	0.30	6
45	PALM	18	0.30	6
46	PALM	18	0.30	6
47	PALM	18	0.30	6
48	PALM	18	0.30	6
49	PALM	18	0.30	6
50	PALM	10	0.30	6
51	PALM	10	0.30	6
52	PALM	10	0.30	6
53	PALM	18	0.30	6
54	BISMARCK PALM	9	1.60	9
55	GRUMICHAMA	9	0.80	10

LOCATION MAP
SCALE = N.T.S.

LEGAL DESCRIPTION:

LOT 8, BLOCK 30, HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 46, PAGE 5 OF THE PUBLIC RECORDS OF MIAMI-DADE
COUNTY, FLORIDA.

PROPERTY ADDRESS:

9625 BROADVIEW TERR., BAY HARBOR ISLANDS, FLORIDA 33154

FOLIO NUMBER:

13-2227-001-5760

CERTIFICATION:

BRITTANY RIEMER

LEGAL NOTES TO ACCOMPANY SKETCH OF SURVEY:

- THERE MAY BE EASEMENTS RECORDED IN THE PUBLIC RECORDS NOT SHOWN ON THIS SURVEY.
- EXAMINATIONS OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THE PROPERTY.
- THIS SURVEY IS SUBJECT TO DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS OR EASEMENTS OF RECORD.
- LEGAL DESCRIPTIONS PROVIDED BY CLIENT OR ATTESTING TITLE COMPANY.
- BOUNDARY SURVEY MEANS A DRAWING AND/ OR A GRAPHIC REPRESENTATION OF THE SURVEY WORK PERFORMED IN THE FIELD. COULD BE DRAWN AT A SHOWN SCALE AND/OR NOT TO SCALE; THE WALLS OR FENCES MAY BE EXAGGERATED FOR CLARITY PURPOSES.
- EASEMENTS AS SHOWN ARE PER PLAT BOOK, UNLESS DEPICTED OTHERWISE.
- THE TERM "ENCROACHMENT" MEANS VISIBLE AND ABOVE GROUND ENCROACHMENTS.
- ARCHITECTS SHALL VERIFY ZONING REGULATIONS, RESTRICTIONS, SETBACKS AND WILL BE RESPONSIBLE FOR SUBMITTING PLOT PLANS WITH CORRECT INFORMATION FOR "APPROVAL FOR AUTHORIZATION" TO THE PROPER AUTHORITIES IN NEW CONSTRUCTION.
- UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTING AND/OR FOUNDATIONS.
- FENCE OWNERSHIP NOT DETERMINED.
- THIS PLAN OF SURVEY, HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON, THE CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PARTY.

FLOOD ZONE INFORMATION:

THE NFIP FLOOD MAPS HAVE DESIGNATED THE HEREIN DESCRIBED LAND TO BE SITUATED IN:
FLOOD ZONE: "AE"
BASE FLOOD ELEVATION: 8 FEET.
COMMUNITY: 120637
FIRM: 0144
DATE OF FIRM: 09/11/2009

SURVEYOR'S NOTES:

1. IF SHOWN, BEARINGS ARE REFERRED TO AN ASSUMED MERIDIAN, BY "SAID PLAT IN THE DESCRIPTION OF THE PROPERTY, IF NOT, BEARINGS ARE THEN REFERRED TO COUNTY, TOWNSHIP MAPS.
2. THE CLOSURE IN THE BOUNDARY SURVEY IS ABOVE 1:7500 FT.
3. CERTIFICATE OF AUTHORIZATION LB # 7806.
4. ALL ELEVATIONS SHOWN ARE REFERRED TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 MIAMI-DADE COUNTY BENCHMARK # R-243 LOCATOR NO. 2225 W@ 96th STREET (KANE CONCOURSE) # E. BROAD VIEW DRIVE; ELEVATION IS 6.61 FEET OF N.G.V.D. OF 1929

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THIS "BOUNDARY & TOPOGRAPHIC SURVEY" OF THE PROPERTY DESCRIBED HEREON, HAS RECENTLY BEEN SURVEYED AND DRAWN UNDER MY SUPERVISION, AND COMPLIES WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027, FLORIDA STATUTES.

John Ibarra

Digitally signed by JOHN A
IBARRA
Date: 2025.06.30 16:28:44 -04'00'

BY:

JOHN IBARRA

(DATE)

PROFESSIONAL LAND SURVEYOR NO.: 5204 STATE OF FLORIDA

(NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER).

REVISED ON:

REVISED ON:

ABBREVIATIONS

A.C. AIR CONDITIONER PAD
A.E. ANCHOR EASEMENT
A.R. ALUMINUM ROOF
A.S. ALUMINUM SHED
ASPH. ASPHALT
B.C. BLOCK CORNER
B.M. BENCHMARK
B.O.B. BASIS OF BEARINGS
B.S.L. BUILDING SETBACK LINE
(C) CALCULATED
C.B. CATCH BASIN
C.B.S. CONCRETE BLOCK STRUCTURE
CBW. CONCRETE BLOCK WALL
CH. CHORD
CHB. CHORD BEARING
CL. CLEAR
C.L.F. CHAIN LINK FENCE
C.M.E. CANAL MAINTENANCE EASEMENT

CONC. CONCRETE
C.P. CONCRETE PORCH
C.S. CONCRETE SLAB
C.U.P. CONCRETE UTILITY POLE
C.W. CONCRETE WALK
D.E. DRAINAGE EASEMENT
D.M.E. DRAINAGE MAINTENANCE EASEMENTS
D.M.H. DRAINAGE MANHOLE
E. EAST
EB. ELECTRIC BOX
E.T.P. ELECTRIC TRANSFORMER PAD
EL. ELEVATION
ENC. ENCROACHMENT
F.H. FIRE HYDRANT
F.D.H. FOUND DRILL HOLE
F.I.P. FOUND IRON PIPE
F.I.R. FOUND IRON ROD
F.F.E. FINISHED FLOOR ELEVATION

F.N.D. FOUND NAIL & DISK
F.N. FOUND NAIL
I.C.V. IRRIGATION CONTROL VALVE
I.F. IRON FENCE
L. LENGTH OF CURVE
LB. LICENSE BUSINESS
L.P. LIGHT POLE
L.F.E. LOWEST FLOOR ELEVATION
L.M.E. LAKE MAINTENANCE EASEMENT
(M) MEASURED DISTANCE
MB. MAIL BOX
MH. MANHOLE
M.F. METAL FENCE
N.A.P. NOT A PART OF
NGVD. NATIONAL GEODETIC VERTICAL DATUM
NAVD. NORTH AMERICAN VERTICAL DATUM
N.T.S. NOT TO SCALE
O.H.L. OVERHEAD UTILITY LINES

O.R.B. OFFICIAL RECORDS BOOK
OVH. OVERHANG
P.V.M.T. PAVEMENT
PL. PLANTER
P.L. PROPERTY LINE
P.C. POINT OF CURVE
P.T. POINT OF TANGENCY
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
P.B. PLAT BOOK
Pg. PAGE
P.W. PARKWAY
PRM. PERMANENT REFERENCE MONUMENT
PLS. PROFESSIONAL LAND SURVEYOR
(R) RECORDED DISTANCE
R.R. RAIL ROAD
RES. RESIDENCE

RW. RIGHT-OF-WAY
RGE. RANGE
SEC. SECTION
STY. STORY
SWK. SIDEWALK
S.I.R. SET IRON REBAR
S.P. SCREENED PORCH
T. TANGENT
TB. TELEPHONE BOOTH
T.S.B. TRAFFIC SIGNAL BOX
T.S.P. TRAFFIC SIGNAL POLE
TWP. TOWNSHIP
UTL. UTILITY
U.P. UTILITY POLE
W.M. WATER METER
W.V. WATER VALVE
W.F. WOOD FENCE
Δ. DELTA

LEGEND

- ⊙ DRAINAGE MANHOLE
- ⊙ SANITARY MANHOLE
- ⊙ FIRE HYDRANT
- ⊙ ELECTRIC BOX
- ⊙ TRAFFIC SIGNAL BOX
- ⊙ LIGHT POLE
- ⊙ SIGN
- ⊙ CURB INLET
- ⊙ CURB INLET
- ⊙ GATE VALVE
- ⊙ SEWER VALVE

LEGEND

- CENTERLINE
- MONUMENT LINE
- OVERHEAD UTILITY LINES
- CHAIN LINK FENCE
- IRON FENCE
- WOOD FENCE
- BUILDING SETBACK LINE
- LIMITED ACCESS RW
- NON-VEHICULAR ACCESS RW
- EXISTING ELEVATION

DRAWN BY:	FS
SURVEY DATE:	06/20/2025
SURVEY NO:	25-000871-1
SHEET:	1 OF 1

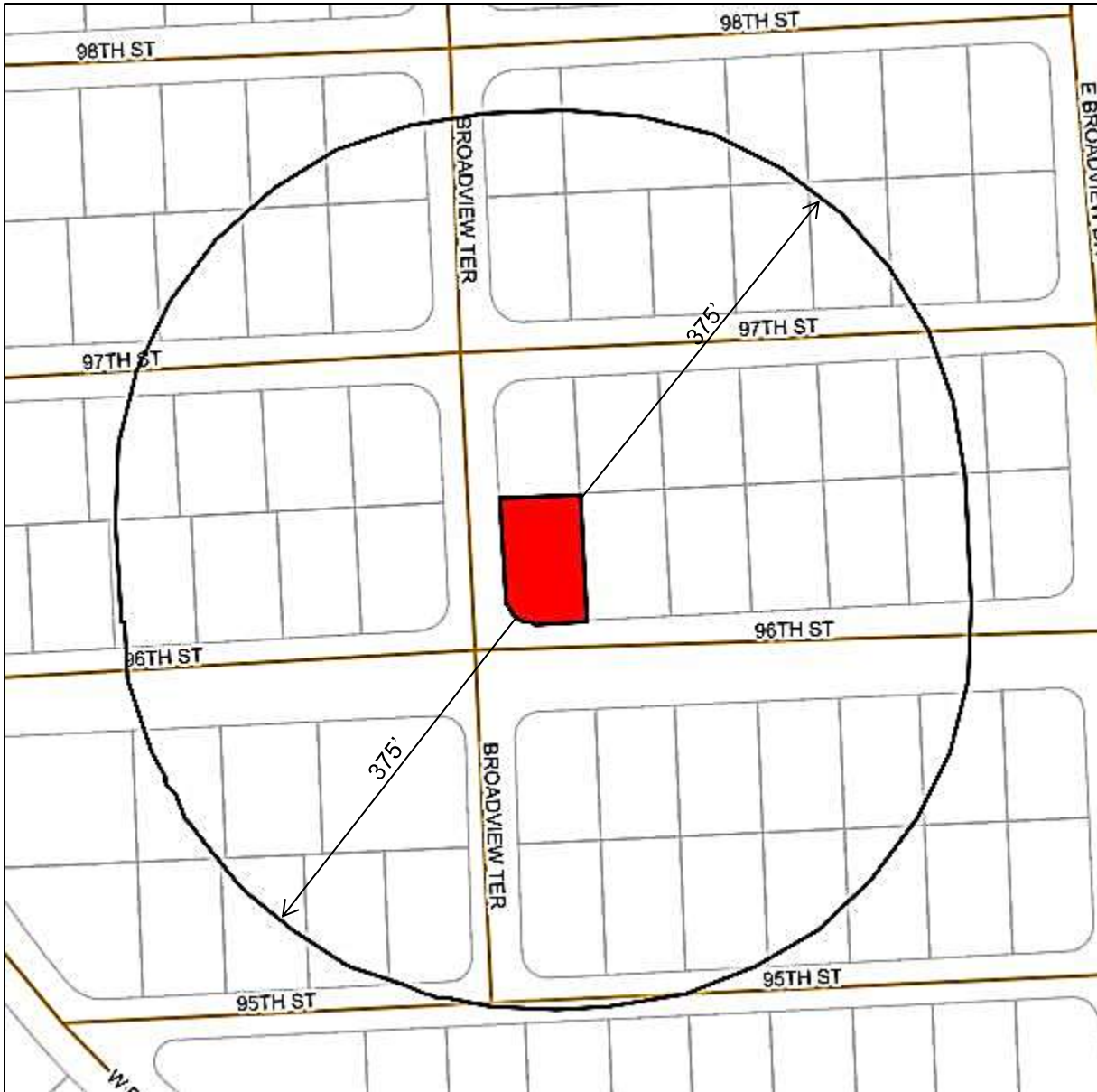
Digitally signed by
JOHN A IBARRA
Date: 2025.06.30
16:29:04 -04'00'
LB 7806 SEAL



rdr miami | public hearing notification services

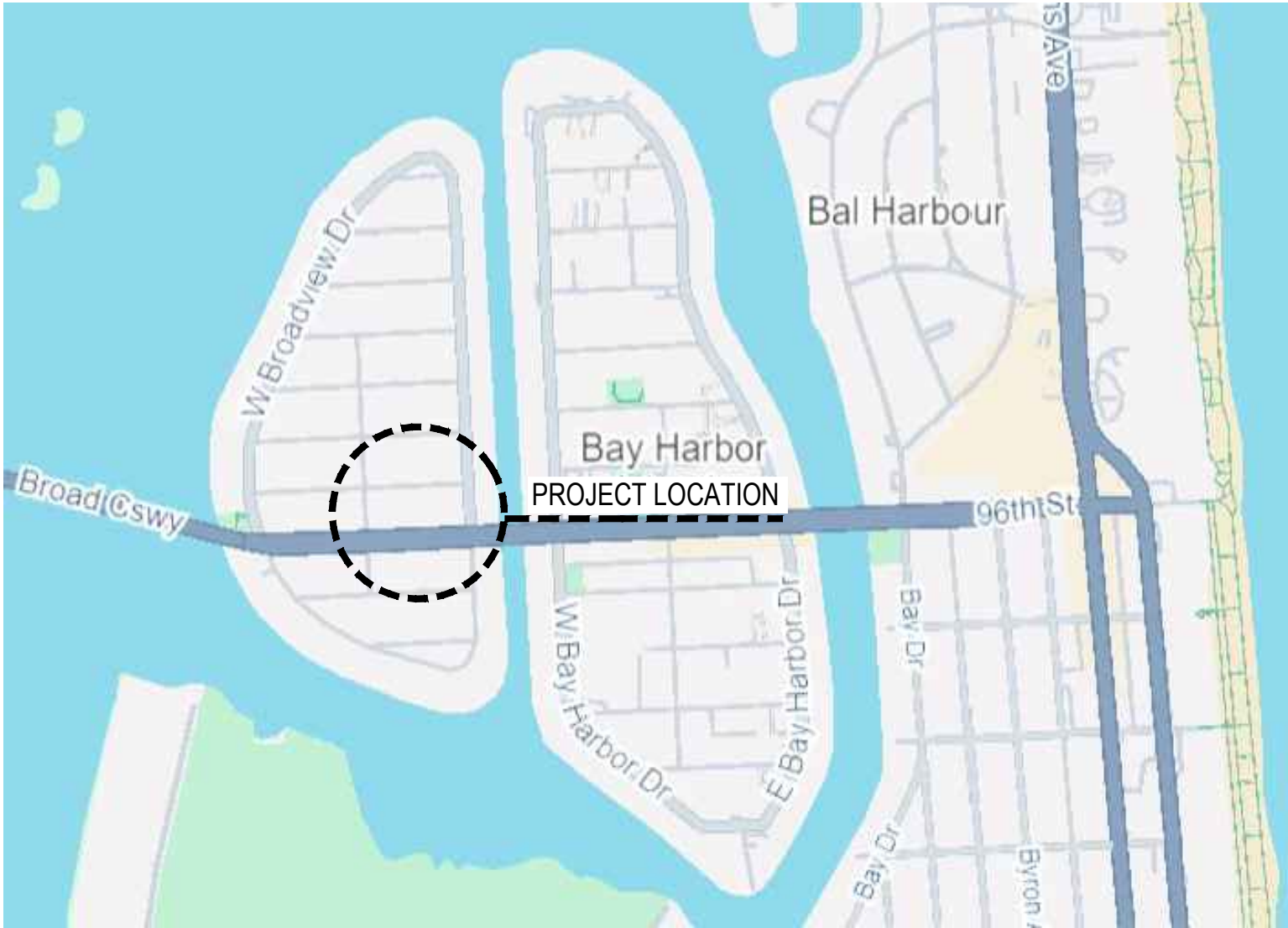
certified lists of property owners within a specific radius + radius maps + mailing labels + mailouts + notice of public hearing site posting
rdmiami.com | diana@rdmiami.com | 305.498.1614

375' RADIUS MAP (N.T.S.)

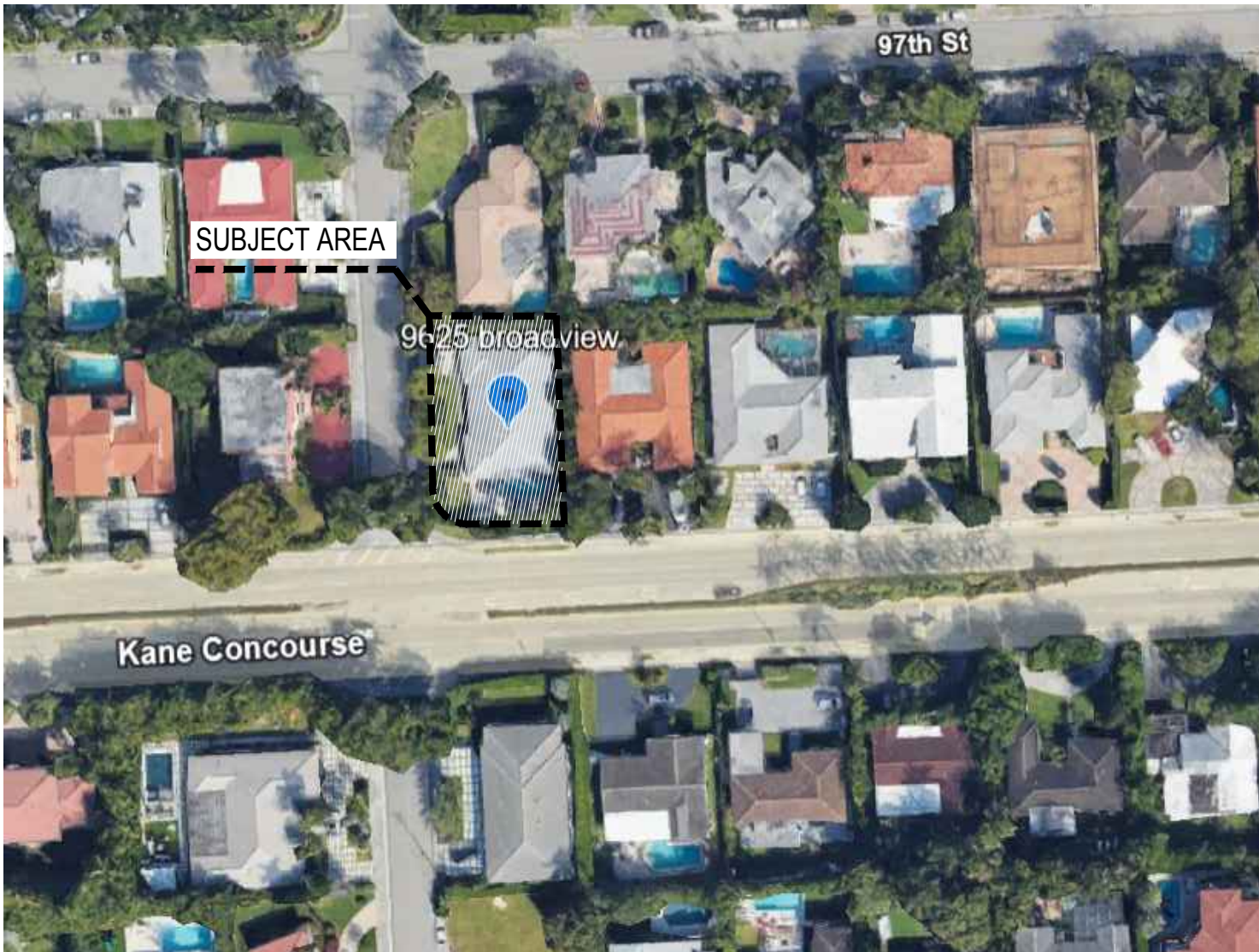


SUBJECT: 9625 Broadview Terrace, Bay Harbor Islands, FL 33154

FOLIO NUMBER: 13-2227-001-5760



VICINITY MAP



LOCATION MAP



NEW 2-STORY
SINGLE-FAMILY RESIDENCE
located at
9625 Broadview Terrace
Bay Harbor Islands, Florida 33154

LEGAL DESCRIPTION

LOT 8, BLOCK 30 OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

FOLIO #: 13-2227-001-5760

PROJECT DATA

LOCAL MUNICIPALITY:	BAY HARBOR ISLANDS
ZONING DISTRICT:	RD - SINGLE-FAMILY RESIDENCE
OCCUPANCY TYPE (FBC):	R-3 (FBC 310.5)
OCCUPANCY LOAD:	5,611 SF / 200 SF = 28 persons
TOTAL ENCLOSED AREA OF RESIDENCE:	5,611 S.F.
FLOOD ZONE:	AE
BASE FLOOD ELEVATION:	8' N.G.V.D.
ASCE STRUCTURE CATEGORY:	FLOOD DESIGN II (ASCE 24-14 Table 1-1)
CONSTRUCTION TYPE (FBC):	TYPE IB
RISK CATEGORY (FBC):	CATEGORY II
EXPOSURE CATEGORY (FBC):	CATEGORY B

LIST OF DRAWINGS

ARCHITECTURAL

- A0.00 COVER SHEET, SCOPE OF WORK, PROJECT DATA, LIST OF DRAWINGS & GENERAL NOTES
A0.10 EXISTING SITE PHOTOGRAPHS
A0.11 NEIGHBORING PROPERTIES
A0.12 PROPOSED FINISHES
D1.01 DEMOLITION PLAN
A1.00 SITE PLAN
A1.10 BUILDING & ZONING DATA, FLOOD LEGEND AND AREA CALCULATION DIAGRAMS
A1.11 PROPOSED 3D VIEWS
A2.01 GROUND FLOOR PLAN
A2.01 SECOND LEVEL FLOOR PLAN
A2.03 ROOF PLAN & ROOF DETAILS
A3.01 PROPOSED ELEVATIONS
A3.02 PROPOSED ELEVATIONS

A3.03 BUILDING ARTICULATION DIAGRAMS
A3.10 BUILDING SECTIONS
A3.11 BUILDING SECTIONS

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE FBC 2023 (8th EDITION) AND ANY OTHER APPLICABLE CODES OR ORDINANCES AS WELL AS THE 2023 FLORIDA FIRE PREVENTION CODE (8th EDITION), AND NFPA 101.

2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS BEFORE PROCEEDING WITH WORK, AND NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES, ERROR OR OMISSIONS ENCOUNTERED ON PLANS. COMMENCEMENT OF WORK SHALL CONSTITUTE FULL ACCEPTANCE OF SITE CONDITIONS. DO NOT SCALE DRAWINGS.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION AND COORDINATION WITH OTHER TRADES AND THEIR WORK TO ENSURE COMPLIANCE WITH THE DRAWINGS.

4. PERMITS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND PAYING FOR ALL PERMITS AND FEES (INCLUDING BUILDING PERMIT) REQUIRED TO COMPLETE THE PROJECT AND OBTAIN A CERTIFICATE OF OCCUPANCY.

5. QUALIFICATION OF CONTRACTOR: THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL BE LICENSED BY THE STATE OF FLORIDA, AND BE INSURED.
6. PROTECTION: THE CONTRACTOR SHALL PROTECT ADJACENT PARTS OF EXISTING BUILDING FROM DAMAGE DURING ALL PHASES OF CONSTRUCTION, AND BE LIABLE FOR SAME.

7. WORKMANSHIP: ALL MATERIALS AND EQUIPMENT SPECIFIED SHALL BE NEW AND ALL WORKMANSHIP SHALL BE FIRST CLASS FOLLOWING THE MANUFACTURERS SPECIFICATIONS ALONG WITH THE BEST TRADE PRACTICES AND STANDARDS.

8. GENERAL CONTRACTOR SHALL FURNISH ALL LABOR MATERIALS AND EQUIPMENT (UNLESS OTHERWISE NOTED) REQUIRED FOR THE COMPLETION OF THE JOB IN ACCORDANCE WITH THESE DRAWINGS.

9. CLEAN UP ALL RUBBISH, REFUSE, SCRAP MATERIALS AND DEBRIS CAUSED BY THIS PROJECT AT THE END OF EACH DAY AND INSURE THAT THE SITE OF WORK SHALL PRESENT A NEAT ORDERLY AND WORKMANLIKE APPEARANCE.

10. GENERAL CONTRACTOR SHALL PRESENT THE JOB TO THE OWNER FOR ACCEPTANCE, CLEANED AND READY FOR OCCUPANCY, ALL GLASS SHALL BE CLEANED AND POLISHED, FLOORS SWEEPED BROOM CLEAN, FIXTURES WASHED AND ALL LABELS REMOVED.

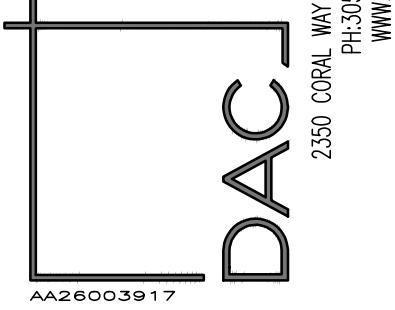
SCOPE OF WORK

THE SCOPE OF WORK PERTAINS TO THE NEW CONSTRUCTION OF A TWO-STORY SINGLE FAMILY RESIDENCE. THE WORK INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING:

- NEW FOUNDATION, COLUMNS, AND CONCRETE WALLS AS NOTED IN STRUCTURAL DRAWINGS.
- NEW POOL (UNDER SEPARATE PERMIT) AS NOTED IN ARCHITECTURAL PLANS.
- NEW EXTERIOR GLAZING SYSTEM FOR DOORS AND WINDOWS AS NOTED IN ARCHITECTURAL PLANS.
- NEW SITE WORK AND LANDSCAPING AS NOTED ON LANDSCAPE DRAWINGS.
- NEW INTERIOR PARTITIONS, DOORS AND RAILING SYSTEM AS NOTED IN ARCHITECTURAL PLANS.
- NEW MECHANICAL, ELECTRICAL & PLUMBING SYSTEMS AS NOTED IN ARCHITECTURAL PLANS.
- NEW KITCHEN AND LAUNDRY AS NOTED IN FLOOR PLAN.
- NEW LAUNDRY ROOM, AS NOTED IN FLOOR PLAN.
- NEW WET BAR, DINING AND LIVING ROOM LAYOUT, AS NOTED IN FLOOR PLAN.
- NEW POWDER ROOM, AND CABANA BATH AS NOTED IN FLOOR PLAN.
- NEW PLAYROOM, OFFICE AND BATHROOM, AS NOTED IN FLOOR PLAN
- NEW STAFF BEDROOM AND BATHROOM
- NEW GARAGE
- NEW STAIR, AS NOTED IN FLOOR PLAN.
- NEW SECOND LEVEL WITH MASTER SUITE, BEDROOMS, EN-SUITE BATHROOMS AND WALK-IN CLOSETS, AS NOTED IN FLOOR PLAN.
- NEW FENCE (UNDER SEPARATE PERMIT)
- NEW DRIVEWAY.

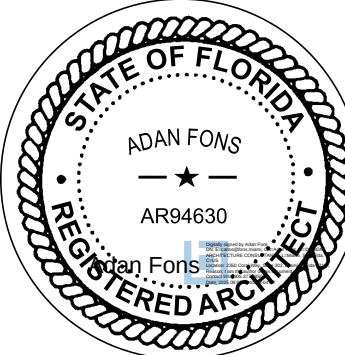
**SCOPE OF WORK IN ACCORDANCE WITH FBC 2023: RESIDENTIAL (8th EDITION), FBC 2023: BUILDING (8th EDITION), 2023 FLORIDA FIRE PREVENTION CODE (8th EDITION), THE NFPA 101 LIFE SAFETY CODE, AND THE BAY HARBOR ISLANDS ZONING CODE.

DESIGN
ARCHITECTURE
CONSULTANTS



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SEAL:



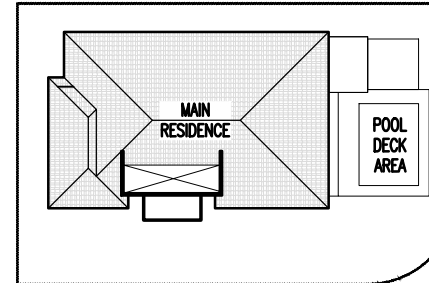
AA 26003917
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TO THE BEST OF MY KNOWLEDGE THESE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH 2023 FBC SECTION 110.8.4.4 AND CHAPTER 633 OF THE FLORIDA STATUTES.

NEW 2-STORY
SINGLE-FAMILY RESIDENCE

LOCATED AT
9625 BROADVIEW TERRACE
BAY HARBOR ISLANDS, FLORIDA 33154

KEY PLAN:



KEY PLAN

ISSUE RECORD:
2025.07.25 DRB SUBMITTAL
2025.09.05 VARIANCE REQUEST

REVISIONS:

No.	Date	Description

Comm. No. 0001-2505
Scale: AS NOTED
Drawn: VF
Checked: AF
CADD File:

SHEET TITLE

COVER SHEET, SCOPE OF
WORK, PROJECT DATA,
LIST OF DRAWINGS &
GENERAL NOTES

SHEET No.

A0.00



IMAGE ①



IMAGE ②



IMAGE ③



IMAGE ④



IMAGE ⑤



IMAGE ⑥

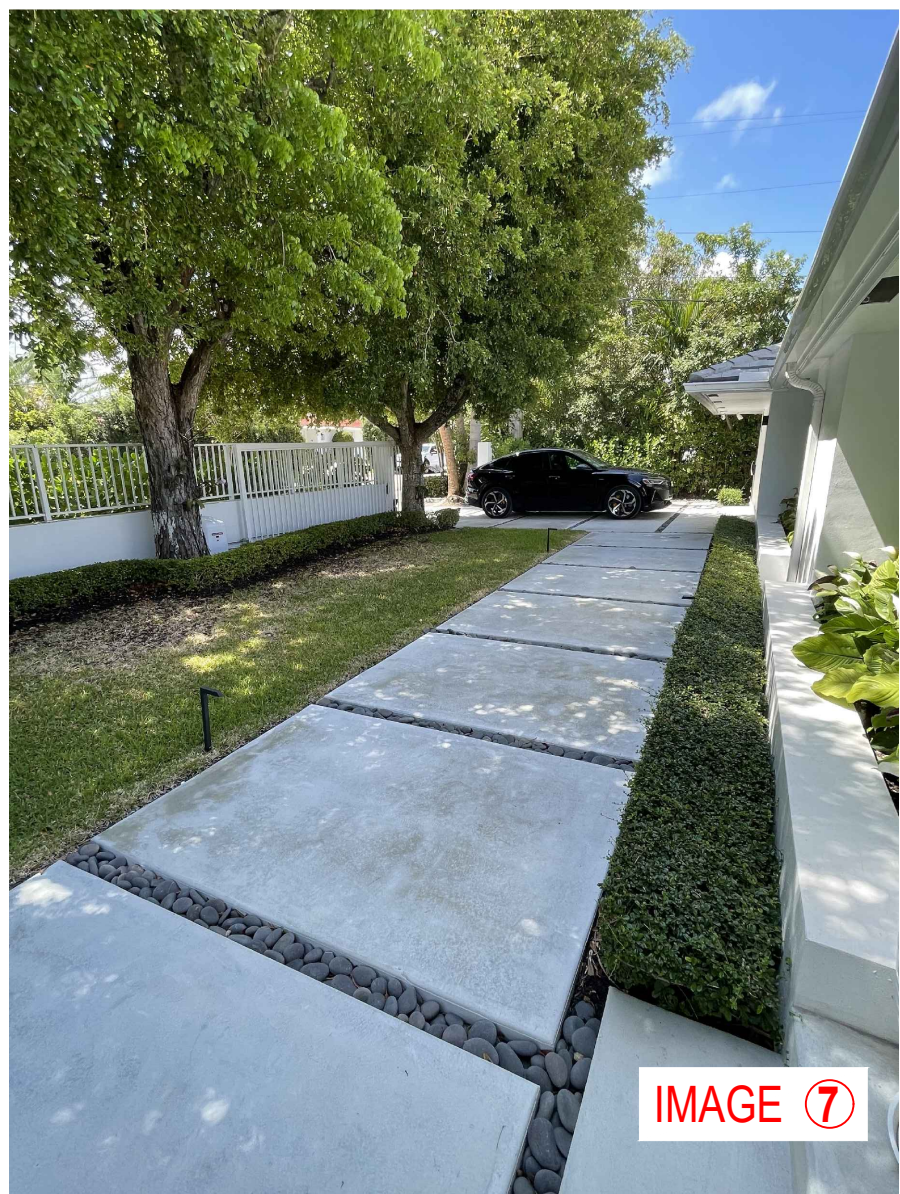


IMAGE ⑦



IMAGE ⑧



1
A0.10

AERIAL VIEW
SCALE: N.T.S.



VARIANCE REQUEST SET - 09.05.2025

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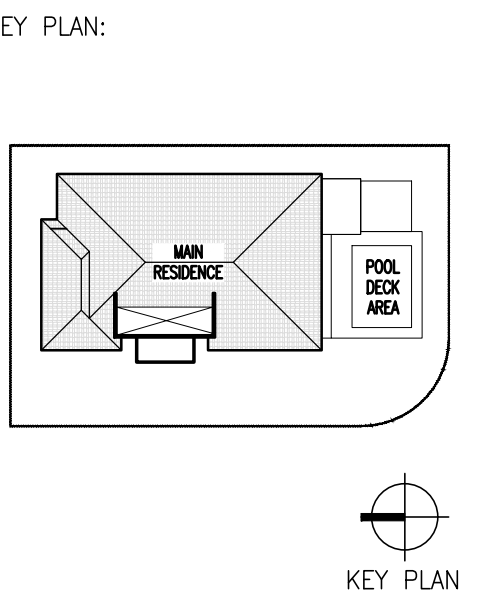
STATE OF FLORIDA
ADAN FONS
AR94630
REGISTERED ARCHITECT

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NEW 2-STORY SINGLE-FAMILY RESIDENCE

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BAY HARBOR ISLANDS, FLORIDA 33154



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CADD File:

SHEET TITLE

EXISTING SITE PHOTOGRAPHS

SHEET No.

A0.10



1 9641 BROADVIEW TERRACE
A0.11



2 9650 BROADVIEW TERRACE
A0.11



3 9600 BROADVIEW TERRACE
A0.11



4 1271 KANE CONCOURSE
A0.11



5 1261 KANE CONCOURSE
A0.11



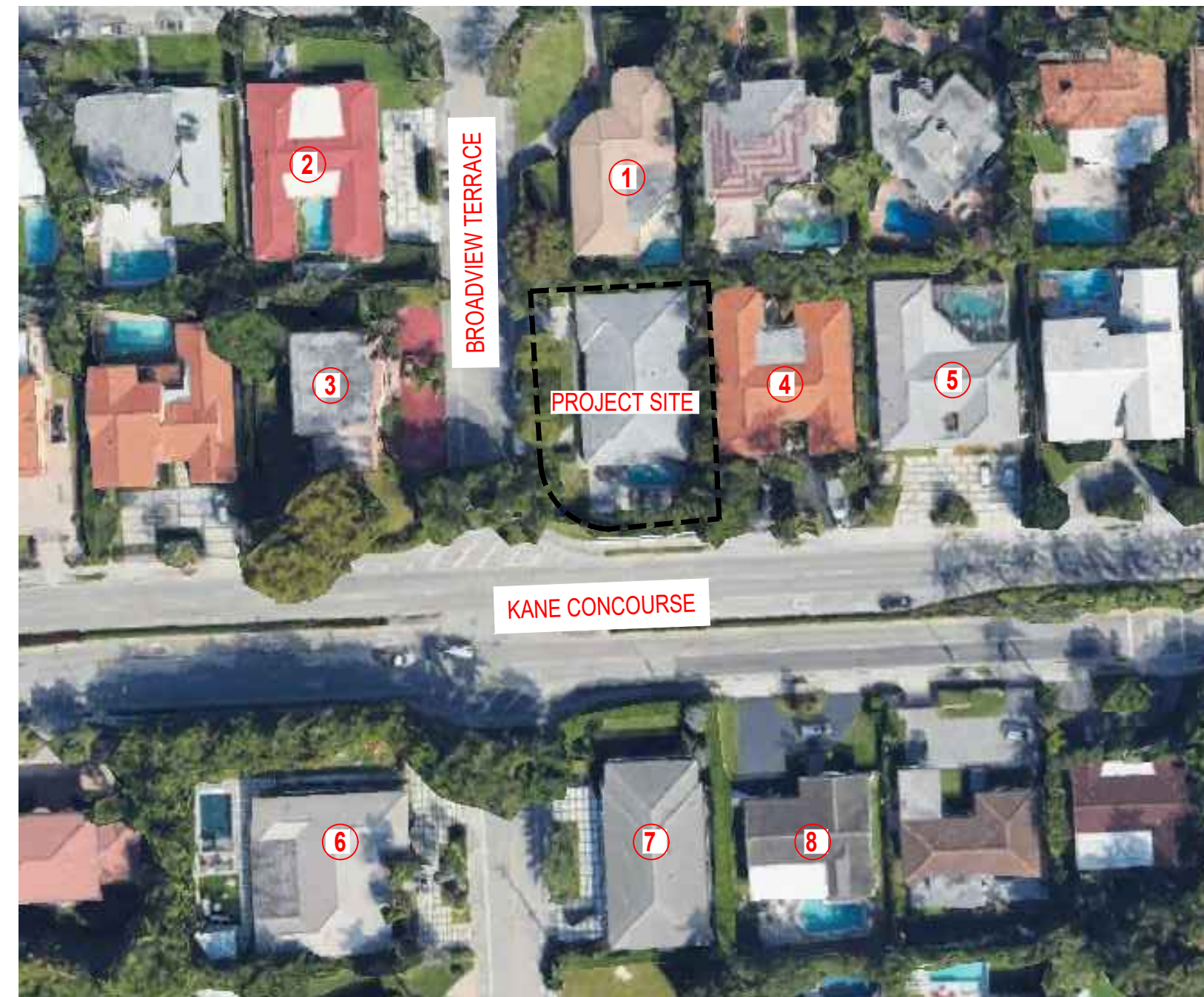
6 9555 BROADVIEW TERRACE
A0.11



7 9550 BROADVIEW TERRACE
A0.11



8 1270 KANE CONCOURSE
A0.11



1 AERIAL VIEW
A0.11 SCALE: N.T.S.
VARIANCE REQUEST SET 09/05/2025

DESIGN
ARCHITECTURE
CONSULTANTS
DAC
AA26003917
2350 CORAL WAY #100 MIAMI, FL 33145
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KEY PLAN:

KEY PLAN

ISSUE RECORD:
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2025.09.05 VARIANCE REQUEST

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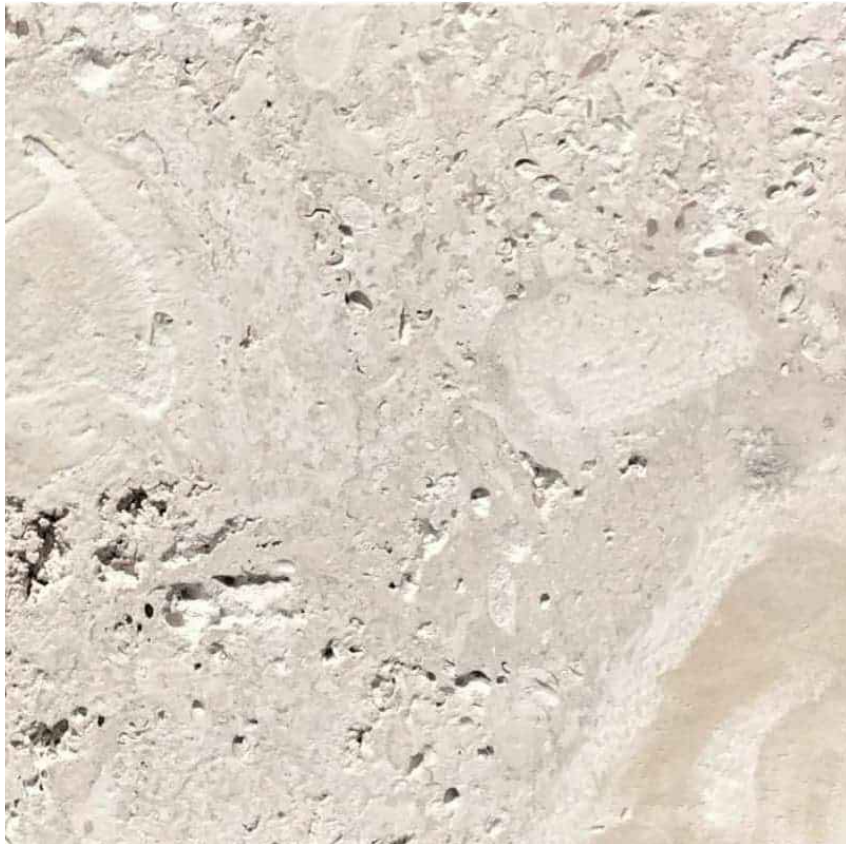
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SHEET TITLE

NEIGHBORING
PROPERTIES

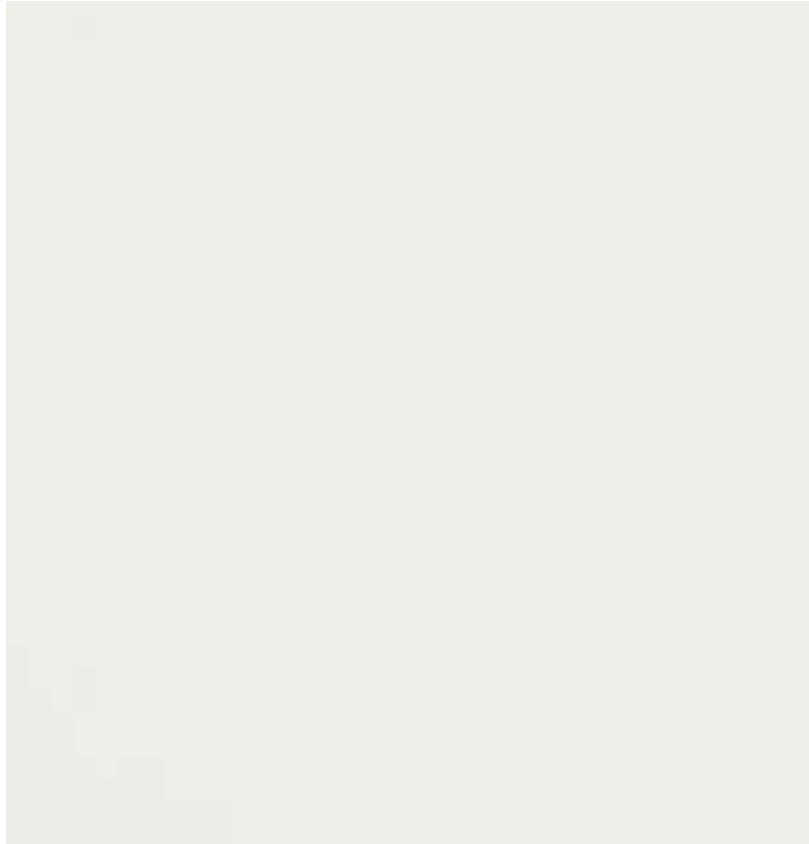
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CORAL STONE

FEATURE WALLS



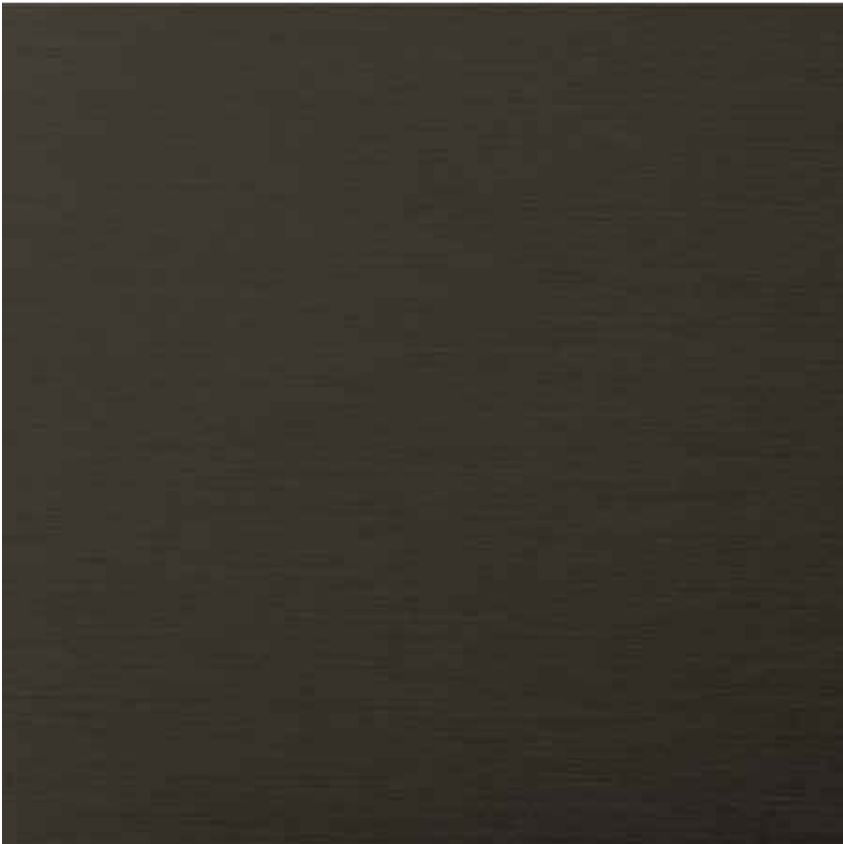
SMOOTH STUCCO

SHERWIN WILLIAMS EXTRA WHITE (SW 7006)



FLAT CLAY ROOF TILES

ROOF FINISH



BRONZE ALUMINUM FRAMES

GLAZING SYSTEM FRAMES



WOOD ENTRY DOOR

PIVOT DOOR



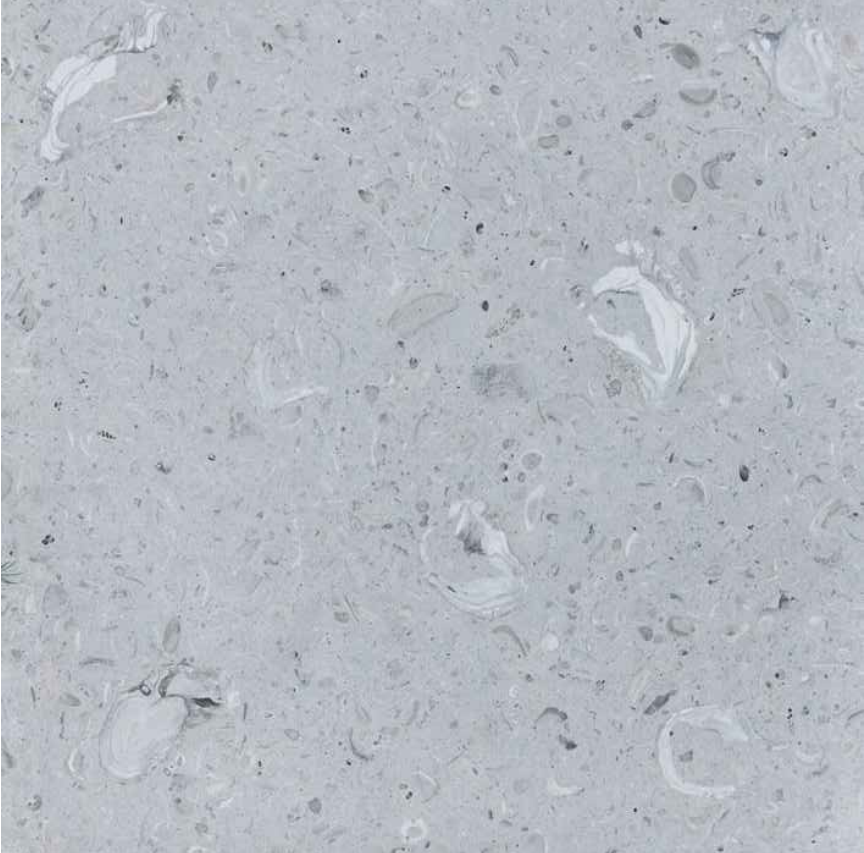
GLASS RAILINGS

CLEAR GLASS



CUMARU WOOD CLADDING

EXTERIOR WOOD CEILING



SHELLSTONE PAVERS

DRIVEWAY AND EXTERIOR FLOORING

DESIGN
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PHONE 377-8850
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SEAL:

STATE OF FLORIDA

ADAN FONS

AR94630

REGISTERED ARCHITECT

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NEW 2-STORY
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9625 BROADVIEW TERRACE
BAY HARBOR ISLANDS, FLORIDA 33154

KEY PLAN:

MAIN RESIDENCE

POOL DECK AREA

KEY PLAN

ISSUE RECORD:

2025.07.25 DRB SUBMITTAL

2025.09.05 VARIANCE REQUEST

REVISIONS:

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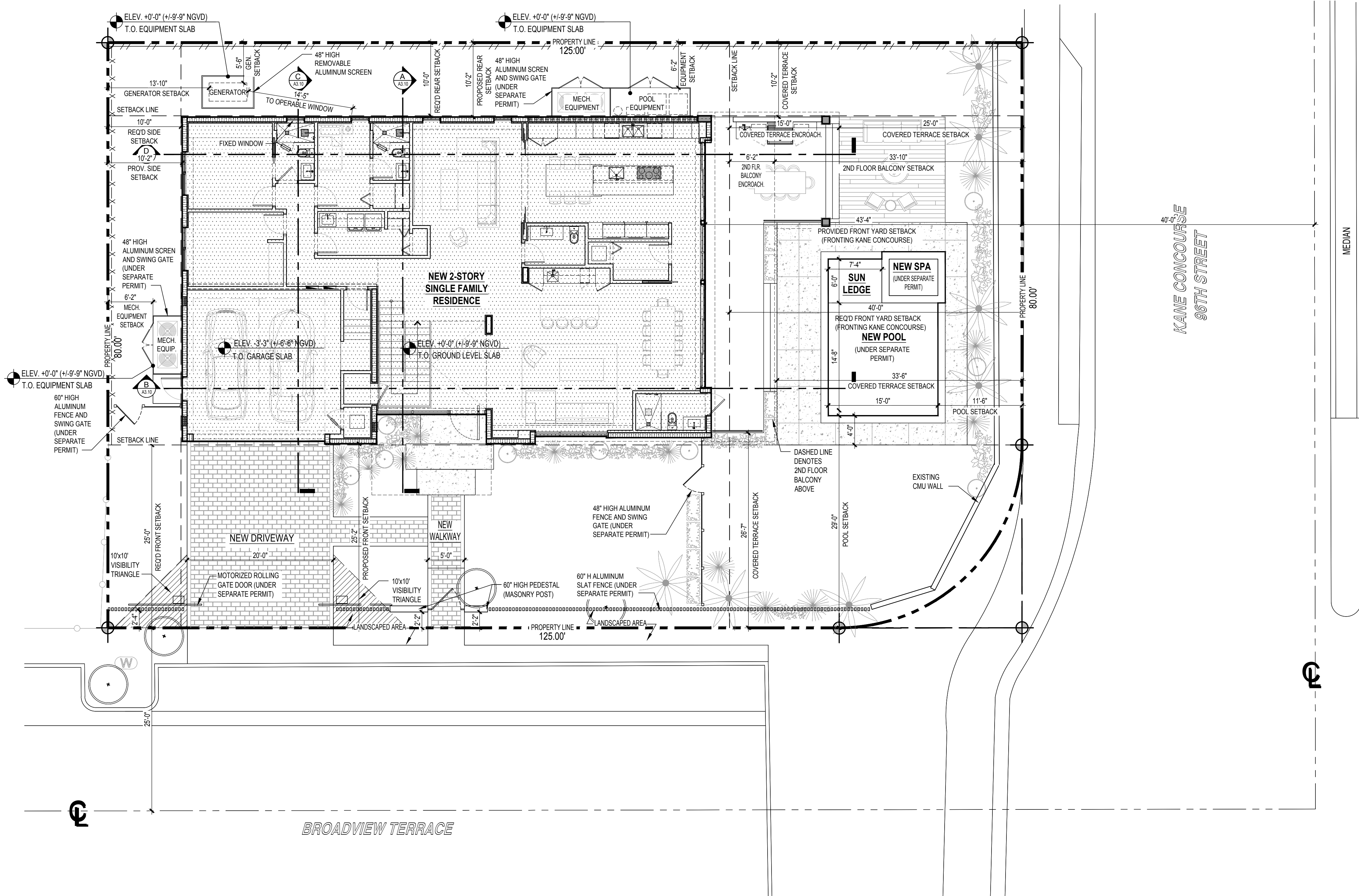
SHEET TITLE

PROPOSED MATERIALS

SHEET No.

A0.12

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1 PROPOSED SITE PLAN
A1.00 SCALE: 1/8" = 1'-0"

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REGISTERED ARCHITECT

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SINGLE-FAMILY RESIDENCE

LOCATED AT
9625 BROADVIEW TERRACE
BAY HARBOR ISLANDS, FLORIDA 33154

KEY PLAN:

MAIN
RESIDENCE

POOL
DECK
AREA

KEY PLAN

ISSUE RECORD:

2025.07.25 DRB SUBMITTAL
2025.09.05 VARIANCE REQUEST

REVISIONS:

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Drawn: VF
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CADD File:

SHEET TITLE

SITE PLAN & AREA
CALCULATION
DIAGRAMS

SHEET No.
A1.00

VARIANCE REQUEST SET - 09.05.2025

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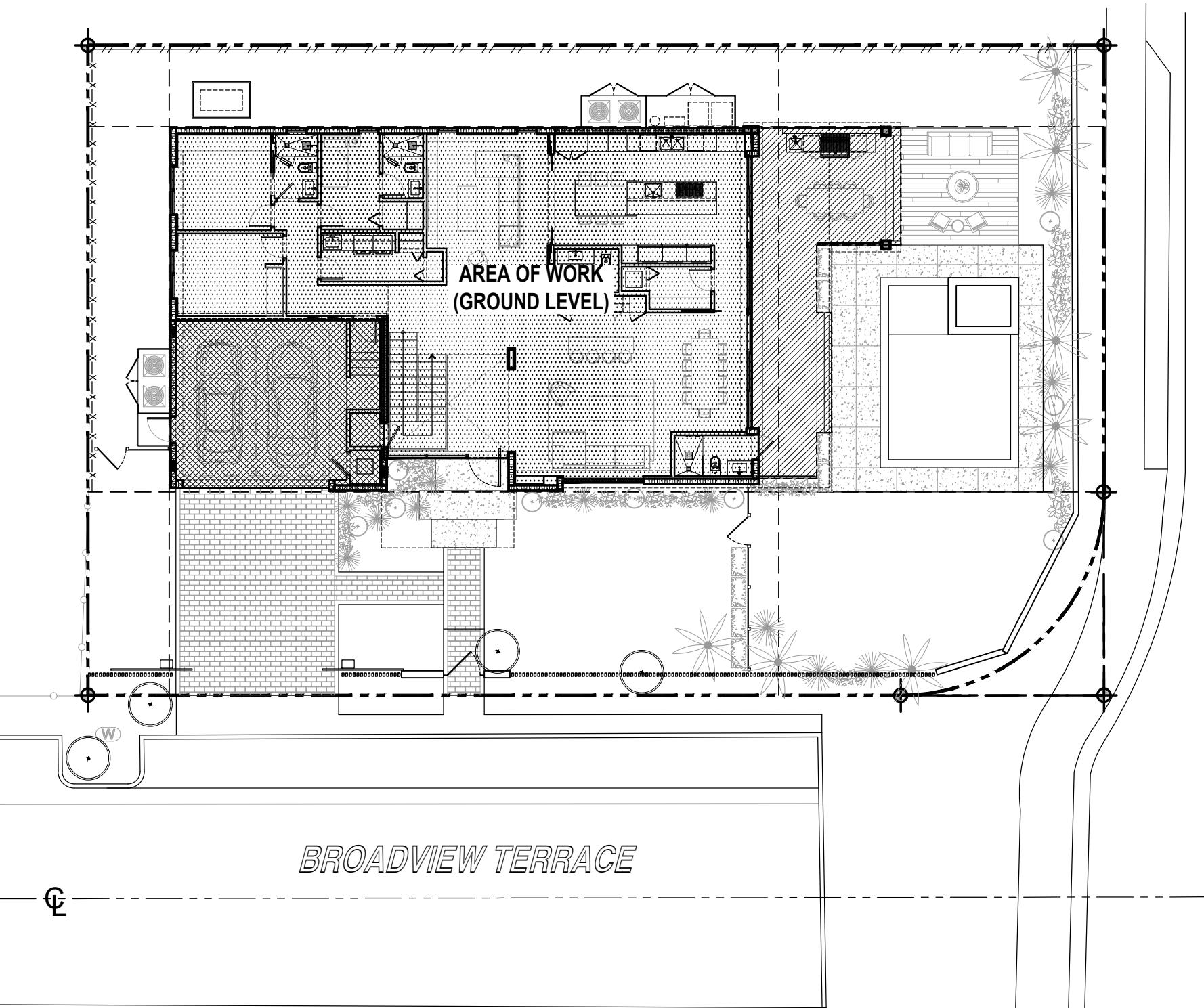
BUILDING & ZONING DATA

PROPERTY ADDRESS:	9625 BROADVIEW TERRACE			
LOT AREA:	10,000 S.F.			
ZONING DISTRICT:	RD - SINGLE-FAMILY RESIDENCE			
PARKING SPACES	2 PARKING SPACES			
	REQUIRED	PROVIDED		
FIRST FLOOR AREA:	N/A	3,118 S.F.		
SECOND FLOOR AREA:	80% MAX OF 1ST FLR. (2,494 S.F.)	79.9% (2,493 S.F.)		
OPEN SPACE:	40% MIN (4,000 S.F.)	42.8% (4,280 S.F.)		
OPEN SPACE (FRONT YARD)	50% MIN OF 2,994 SF = 1,497 S.F. MIN.	76% (2,285 S.F.)		
BUILDING HEIGHT:	30'-0" (ABOVE BFE+FREEBOARD)	30'-0"		
GROSS AREA:	LIVING AREA (A/C)	GARAGE (A/C)	COVERED TERR. AREA	TOTAL
	5,061 S.F.	550 S.F.	1,333 S.F.	6,944 S.F.
SETBACKS:	REQUIRED	PROVIDED		
FRONT YARD	25'-0"	25'-2"		
FRONT YARD (KANE CONCOURSE)	40'-0"	43'-4"		
SIDE YARD	10'-0"	10'-2"		
REAR YARD	10'-0"	10'-2"		

FLOOD LEGEND

FLOOD ZONE	AE
PANEL NUMBER	0144L
BASE FLOOD ELEVATION - B.F.E.	+8'-0" NGVD
DESIGN FLOOD ELEVATION - D.F.E.	+9'-9" NGVD
GARAGE FLOOR ELEVATION	+6'-8" NGVD
LOWEST ELEVATION OF EQUIPMENT (GENERATOR)	+9'-8" NGVD
HIGHEST CROWN OF ROAD	+5.53' NGVD
LOWEST ADJACENT GRADE	+5.68' NGVD
HIGHEST ADJACENT GRADE	+6.46' NGVD
FLOOD VENT CALCULATION: SMART VENT MODEL 1540-574 (APPROVAL FL5822-R9)	
ENCLOSED AREA BELOW BFE (GARAGE)	480 SF
REQ'D. FLOOD VENT AREA : 1 SQ. IN. PER 1 SQ. FT	480 SQ. IN.
MIN. FLOOD VENTS REQ'D (200 SF COVERAGE PER VENT)	480 / 200 = 2.4
FLOOD VENTS REQUIRED	3
FLOOD VENTS PROVIDED	3
FLOOD VENT OPENING SIZE	14.5" W x 8.5" H
FLOOD VENT AREA PROVIDED	3 @ 200 SQ. IN. (e/a) = 600 SQ. IN.

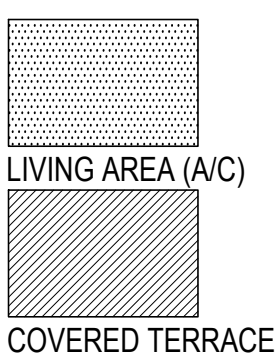
Flood Vent Notes:
Per FEMA requirements and ASCE 24 sections 2.7, 2.7.2.2 and 2.7.3 installation of openings:
1. Flood opening louvers, screen, or other opening cover shall not block or impede the automatic flow of water into or out of enclosed area.
2. Bottom of each flood opening shall be no higher than 1 foot above the higher of the exterior or interior grade or floor immediately below the opening.
3. There shall be a minimum of two openings on different sides of each enclosure area.



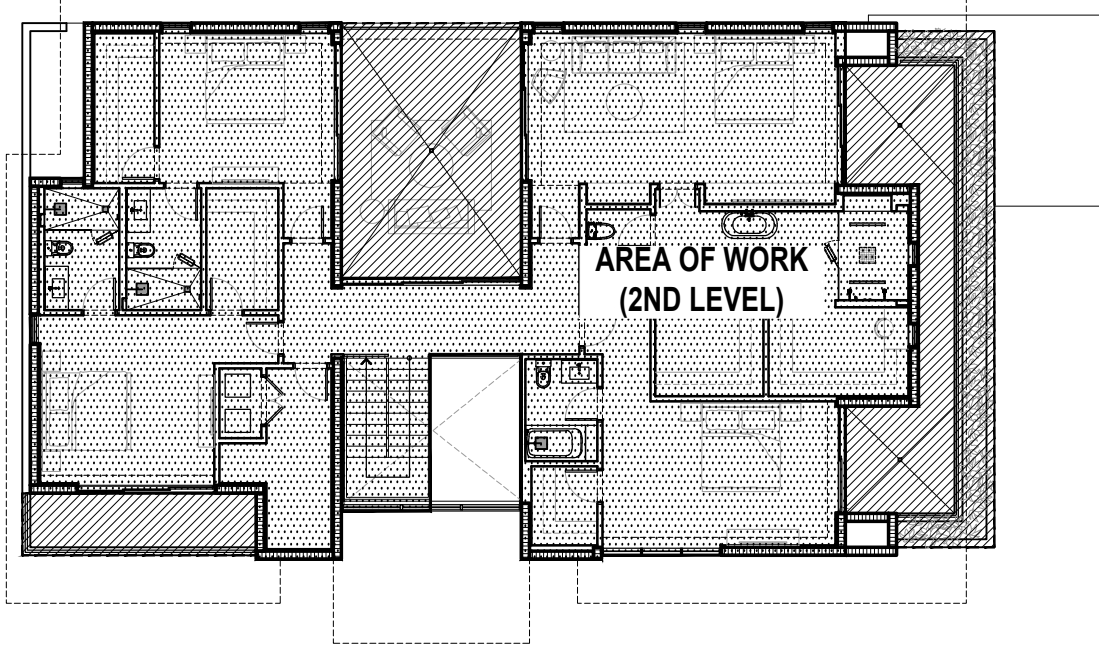
1 GROUND FLOOR LOT COVERAGE DIAGRAM

A1.10 SCALE: 1/16" = 1'-0"

LEGEND



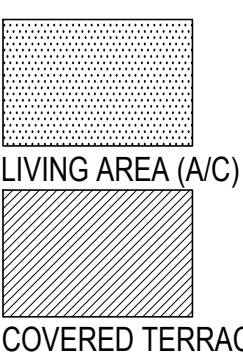
NET LOT AREA	=	10,000 SF
GROUND LEVEL AREA:		
LIVING SPACE (A/C)	=	2,568 SF
GARAGE	=	550 SF
OUTDOOR COVERED AREA	=	516 SF
TOTAL PROPOSED	=	3,634 SF



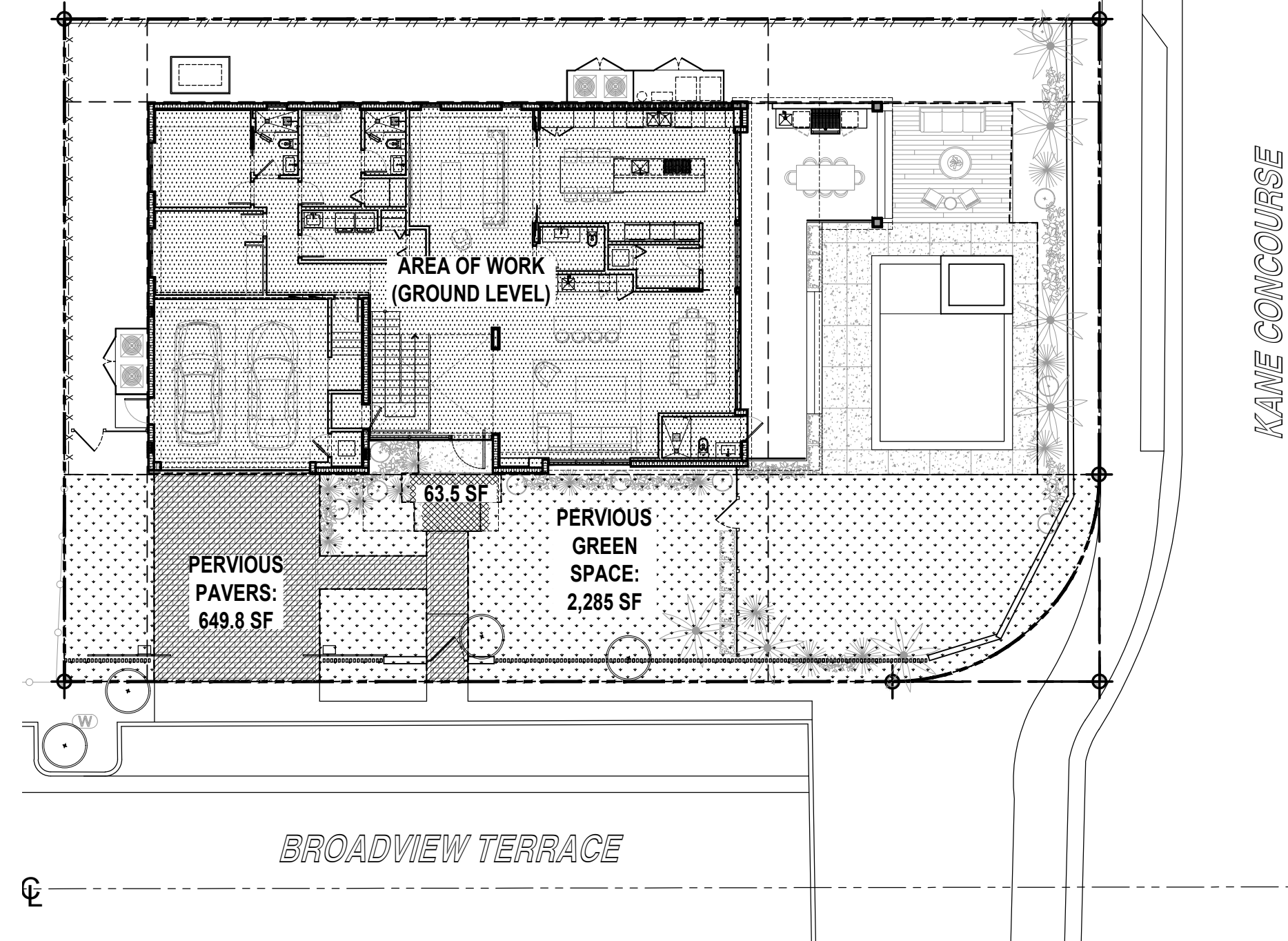
2 2ND FLOOR LOT COVERAGE DIAGRAM

A1.10 SCALE: 1/16" = 1'-0"

LEGEND



NET LOT AREA	=	10,000 SF
SECOND LEVEL AREA:		
MAX. ALLOWED LIVING AREA	=	2,494 SF (80% of 1st flr.)
PROPOSED LIVING AREA (A/C)	=	2,493 SF (79.9%)
OUTDOOR COVERED TERRACE	=	817 SF



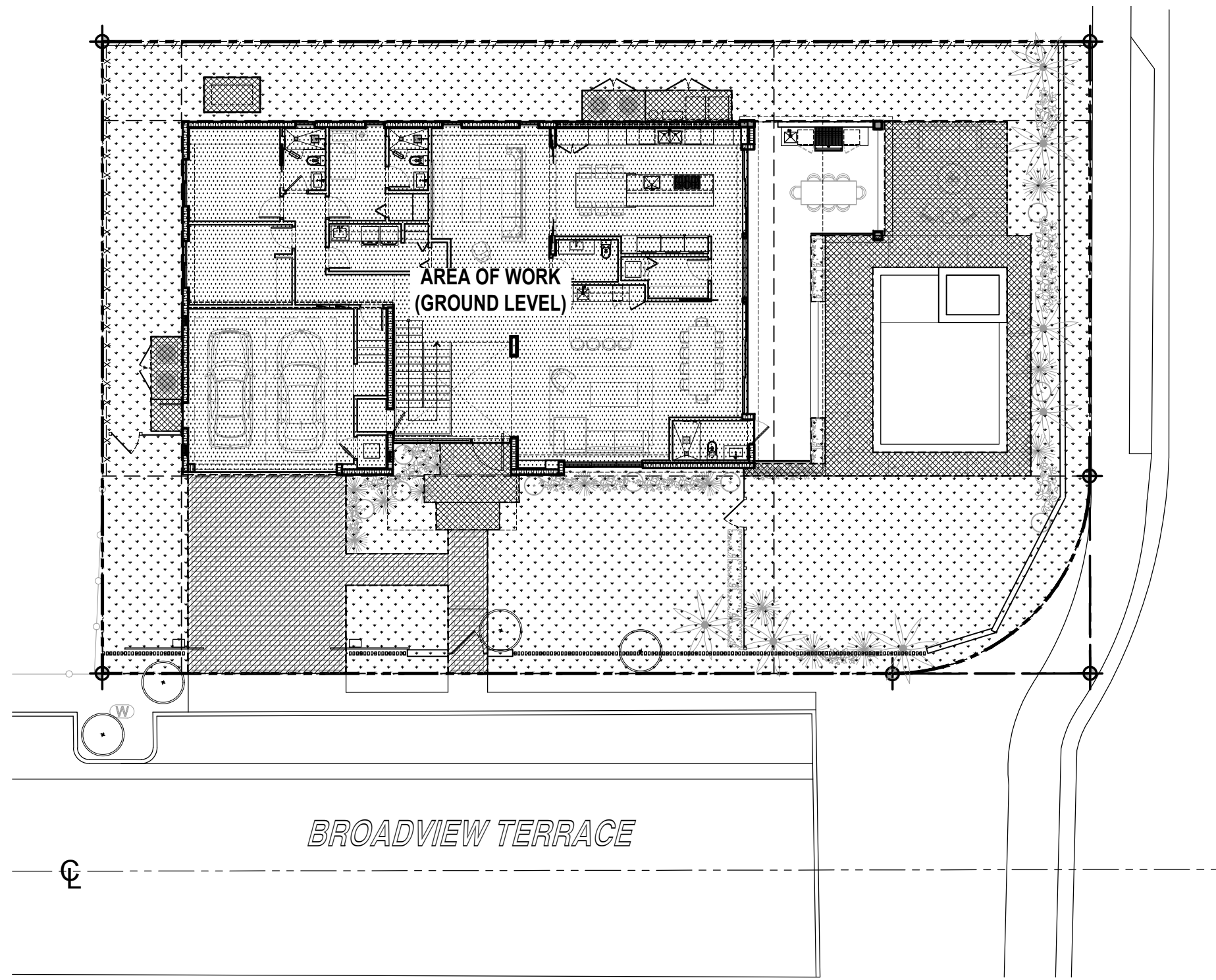
4 FRONT YARD OPEN SPACE DIAGRAM

A1.10 SCALE: 1/16" = 1'-0"

LEGEND



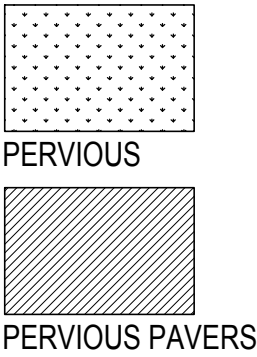
NET LOT AREA	=	10,000 SF
OPEN SPACE - FRONT YARD (AREA: 2,994 SF)		
REQUIRED	=	1,497 SF MIN. (50%)
PROPOSED	=	2,285 SF (76%)



3 OVERALL OPEN SPACE DIAGRAM

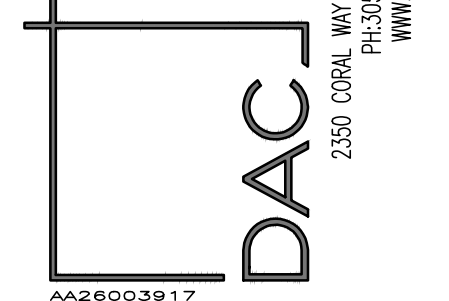
A1.10 SCALE: 1/16" = 1'-0"

LEGEND

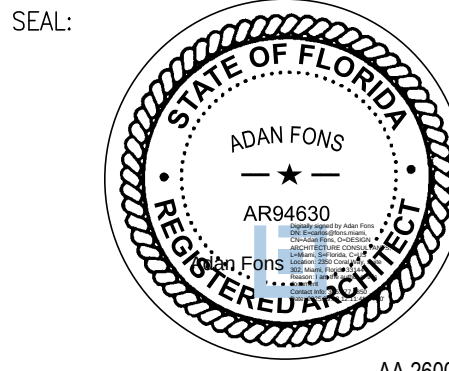


NET LOT AREA	=	10,000 SF
OPEN SPACE		
REQUIRED	=	4,000 SF (40%)
PROPOSED	=	4,280 SF (42.8%)
PERV. PAVERS	=	650 SF (6.5%)

DESIGN
ARCHITECTURE
CONSULTANTS



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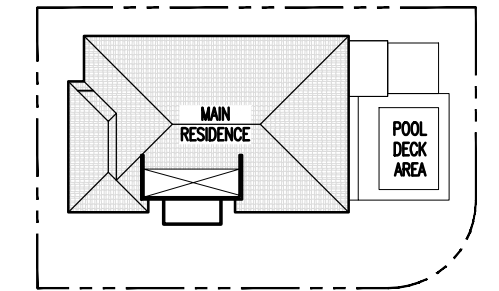


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NEW 2-STORY SINGLE-FAMILY RESIDENCE

LOCATED AT
9625 BROADVIEW TERRACE
BAY HARBOR ISLANDS, FLORIDA 33154

KEY PLAN:



ISSUE RECORD:
2025.07.25 DRB SUBMITTAL
2025.09.05 VARIANCE REQUEST

REVISIONS:

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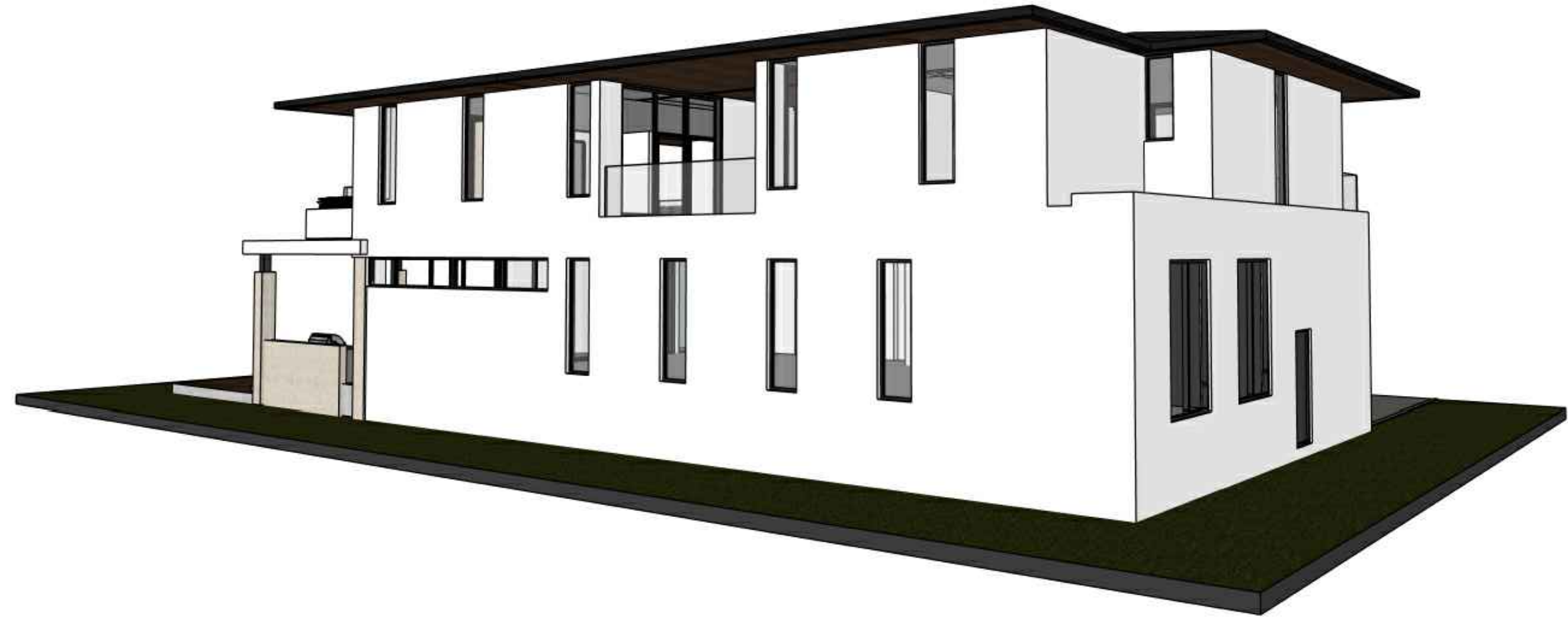
SHEET TITLE

BUILDING & ZONING DATA, AREA CALCULATION DIAGRAMS AND FLOOD LEGEND

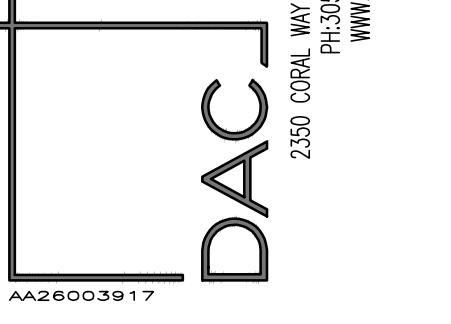
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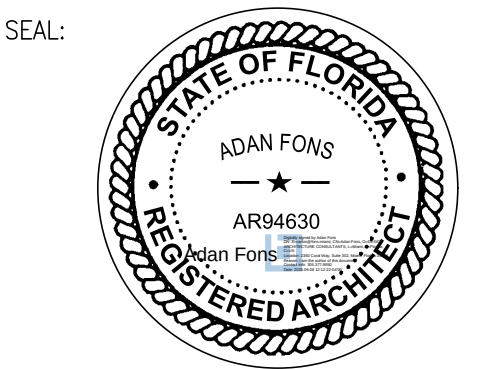
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ARCHITECTURE
CONSULTANTS



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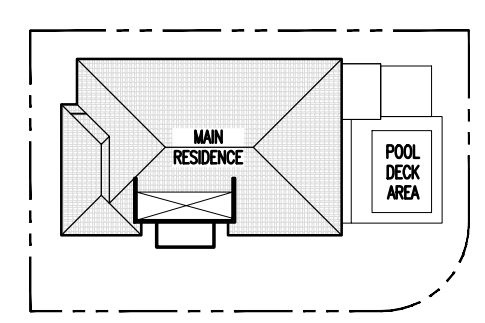
AA 26003917
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KEY PLAN:



ISSUE RECORD:
2025.07.25 DRB SUBMITTAL
2025.09.05 VARIANCE REQUEST

REVISIONS:

No.	Date	Description

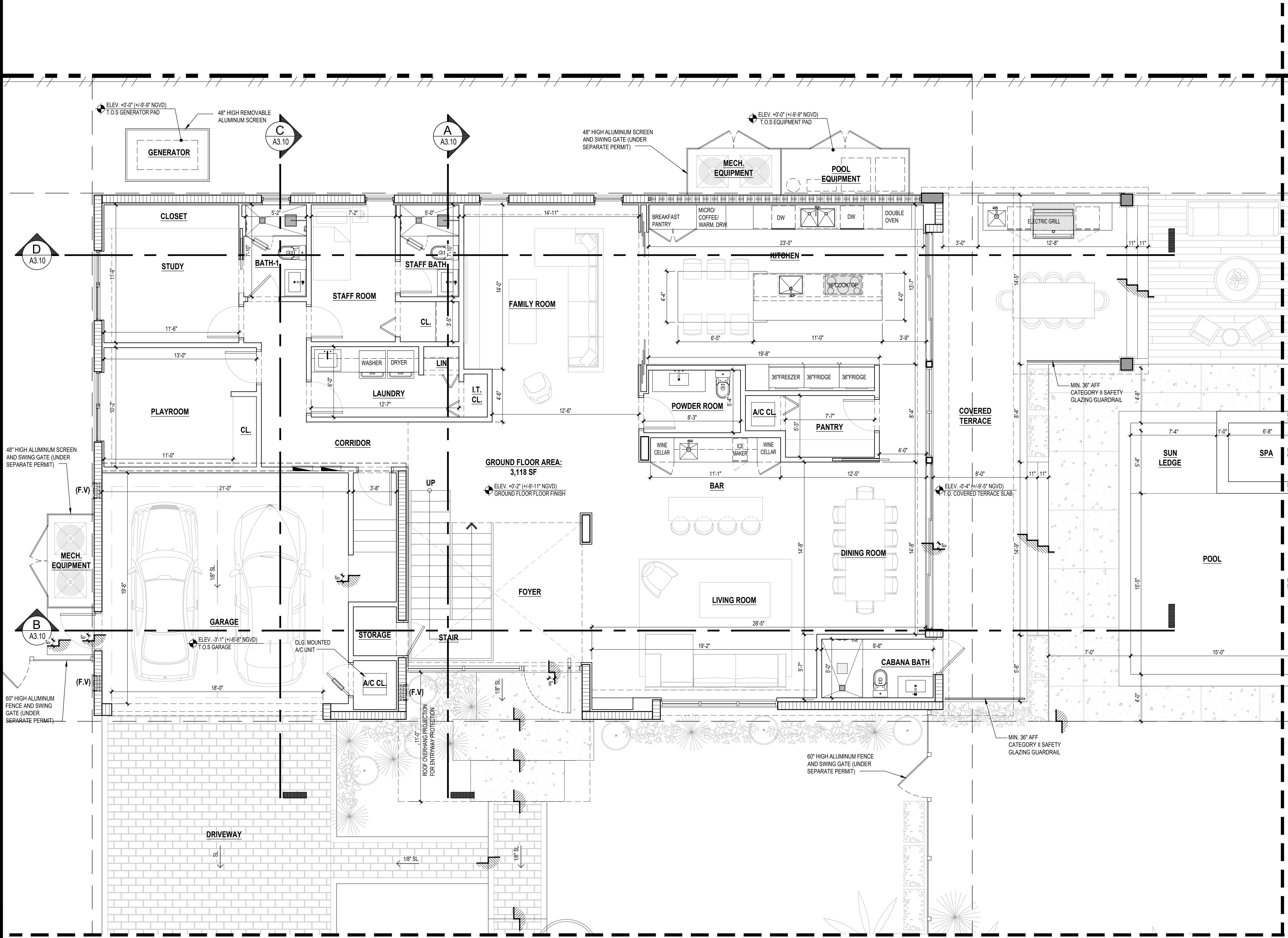
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Drawn: VF
Checked: AF
CADD File:

SHEET TITLE

PROPOSED 3D VIEWS

SHEET No.

A1.11



FLOOR PLAN LEGEND

- CMU WALL
- PARTITION WALL
- SOUND INSULATED PARTITION WALL
- HEADER WALL ABOVE
- CONCRETE WALL
- WIDE FLANGE STEEL COLUMN
- SWING DOOR (SEE DOOR SCHEDULE)
- WALL TYPE TAG SYMBOL - "EX" DENOTES EXISTING
- DOOR TAG SYMBOL (SEE DOOR SCHEDULE) - "EX" DENOTES EXISTING
- WINDOW TAG SYMBOL (SEE WINDOW SCHEDULE) - "EX" DENOTES EXISTING

INTERIOR FINISHES REQUIREMENTS:

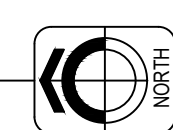
- ALL WALL & CEILING FINISHES (AS SELECTED BY OWNER) SHALL MEET THE MIN. FLAME SPREAD INDEX CLASSIFICATION PER 2023 FBC TABLE 803.11
- FOAM PLASTIC TO HAVE A FLAME-SPREAD INDEX NOT MORE THAN 75, SMOKE-DEVELOPED INDEX NOT MORE THAN 450 AS PER ASTM E 84 OR UL 723, 2023 FBCR 316.
- WALL AND CEILING FINISHES SHALL HAVE A FLAME-SPREAD CLASSIFICATION OF NOT GREATER THAN 200 AND A SMOKE-DEVELOPED INDEX NOT GREATER THAN 450 AS PER ASTM E-84 OR UL 273, FBCR 302.9

GROUP 'R-3'	NON-SPRINKLERED		
	CORRIDORS	ROCKS & ENCLOSED SPACES	SPACES
WALLS & CEILINGS	CLASS C	CLASS C	CLASS C

FLOOR PLAN NOTES

- OVERALL DIMENSIONS SHOWN IN PLAN ARE APPROXIMATE AND FOR REFERENCE ONLY. FIELD VERIFY EXISTING OVERALL DIMENSIONS. DO NOT SCALE DRAWINGS.
- PROVIDE TILE FINISH AROUND SHOWER WALLS NOT LESS THAN 6 FEET (72 INCHES) ABOVE THE FLOOR IN ACCORDANCE WITH 2023 FBC R307.2.
- ALL NEW UTILITIES, EQUIPMENT AND ACCESSORIES SERVICING THE BUILDING TO BE MOUNTED/INSTALLED MINIMUM AT EXISTING FINISH FLOOR ELEVATION (F.F.E.) IN ACCORDANCE WITH ASCE-25-04 (CH. 7).
- AT LEAST ONE BATHROOM AT GROUND LEVEL SHALL COMPLY WITH THE ACCESSIBILITY REQUIREMENTS OF THE 2023 FBC. DOOR SHALL MAINTAIN A MINIMUM OF 29" CLEAR OPENING IN ACCORDANCE WITH R320.1.1.
- ALUM./WD. GATE(S) SHALL BE SELF CLOSING AND EQUIPPED WITH A SELF-LATCHING LOCKING DEVICE LOCATED ON THE POOL SIDE. THE DEVICE RELEASE SHALL BE LOCATED NO LESS THAN 54" ABOVE THE THRESHOLD - REFER TO R4501.17.1.9
- POOL SHALL HAVE A BARRIER IN COMPLIANCE WITH FBC SECTION 454.2.17.1 (POOL UNDER SEPARATE PERMIT)
- T.O.S. AND F.F.E. ELEVATIONS NOTED ON THE FLOOR PLAN ARE BASED ON NGVD.
- PROVIDE A HANDRAIL ON AT LEAST ONE SIDE OF A CONTINUOUS STAIR RUN OF TREADS OF FLIGHT WITH FOUR OR MORE RISERS PER 2023 FBC R311.7.8.
- HANDRAIL HEIGHT SHALL BE AT LEAST 34" ABOVE FLOOR FINISH.
- GUARD RAILS SHALL BE REQUIRED AT OPEN-SIDED WALKING SURFACES LOCATED MORE THAN 30" HIGH MEASURED VERTICALLY TO THE FLOOR OR GRADE BELOW PER 2023 FBC R312.1.1.
- PROVIDE SOIL TERMITE FILL TREATMENT AND CERTIFICATION IN COMPLIANCE WITH 2023 FBC-1816.1.7
- PROVIDE TERMITE PROTECTION PER 2023 FBC R318

1 GROUND LEVEL FLOOR PLAN
A2.00 SCALE: 1/4" = 1'-0"



VARIANCE REQUEST SET - 09.05.2025

DESIGN ARCHITECTURE CONSULTANTS

2350 CORAL WAY #1002 MIAMI, FL 33145
PH: 305-377-8850
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AA26003917

DAC 2025
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SEAL:

STATE OF FLORIDA
ADAN FONS
ARB94630
REGISTERED ARCHITECT

AA 26003917
DESIGN - ARCHITECTURE - CONSULTANTS

TO THE BEST OF MY KNOWLEDGE THESE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH 2023 FBC SECTION 110.8.4.4 AND CHAPTER 633 OF THE FLORIDA STATUTES.

NEW 2-STORY SINGLE-FAMILY RESIDENCE

LOCATED AT
9625 BROADVIEW TERRACE
BAY HARBOR ISLANDS, FLORIDA 33154

KEY PLAN:

MAN RESIDENCE
POOL DECK AREA

KEY PLAN

ISSUE RECORD:

2025.07.25	DRB SUBMITTAL
2025.09.05	VARIANCE REQUEST

REVISIONS:

No.	Date	Description

Comm. No. 0001-2505
Scale: AS NOTED
Drawn: VF
Checked: AF
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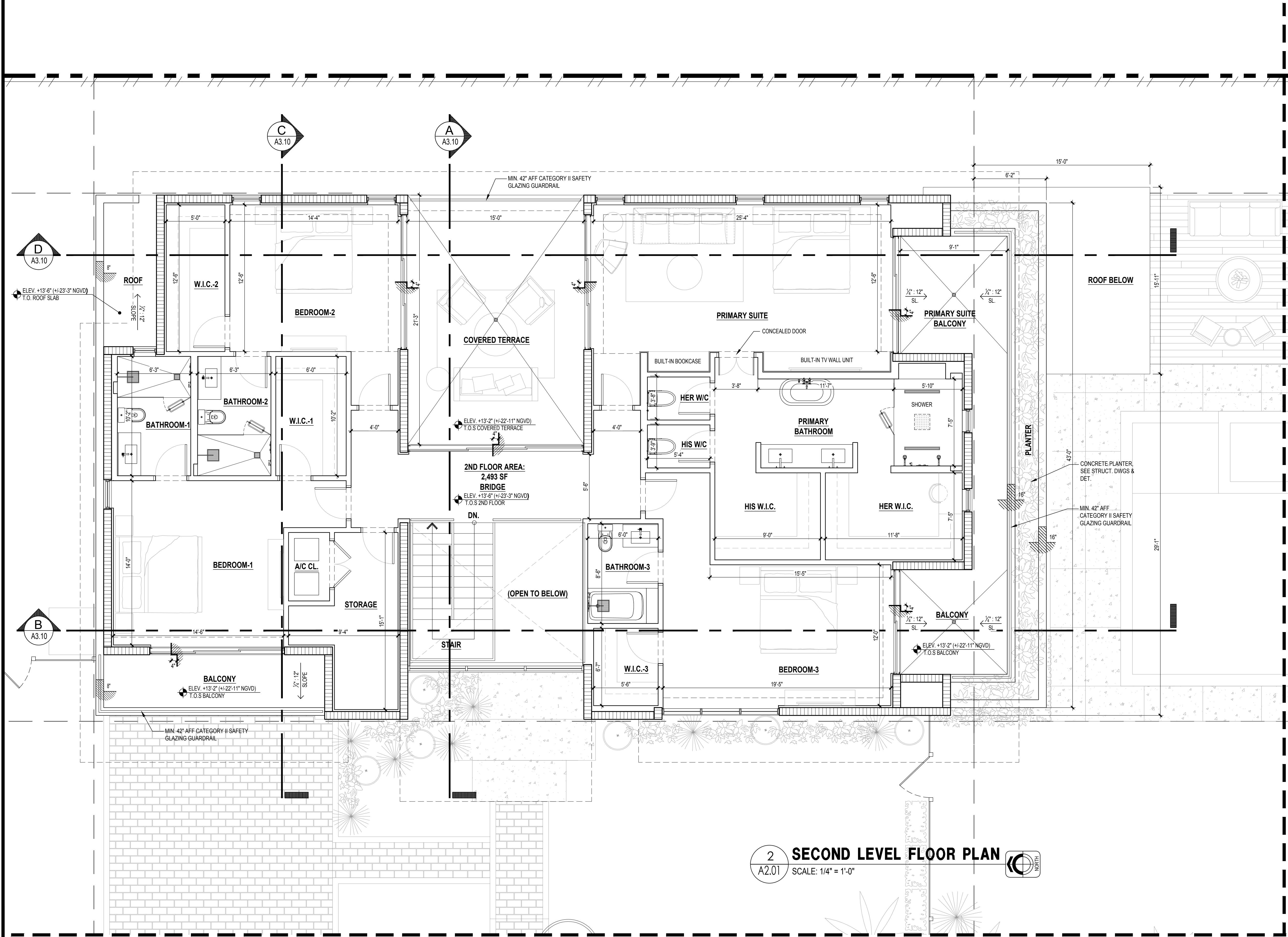
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GROUND LEVEL FLOOR PLAN

SHEET No.

A2.00

Z:\0001_2005-9625 Broadview Terrace-Bay Harbor\CDs\2005_A2.01.dwg [A2.01] Sep 04, 2025 9:17pm VERON



2 SECOND LEVEL FLOOR PLAN
A2.01 SCALE: 1/4" = 1'-0"

FLOOR PLAN LEGEND

- CMU WALL
- PARTITION WALL
- SOUND INSULATED PARTITION WALL
- HEADER WALL ABOVE
- CONCRETE WALL
- WIDE FLANGE STEEL COLUMN
- SWING DOOR (SEE DOOR SCHEDULE)
- WALL TYPE TAG SYMBOL - "EX" DENOTES EXISTING
- DOOR TAG SYMBOL (SEE DOOR SCHEDULE) - "EX" DENOTES EXISTING
- WINDOW TAG SYMBOL (SEE WINDOW SCHEDULE) - "EX" DENOTES EXISTING

INTERIOR FINISHES REQUIREMENTS:

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- FOAM PLASTIC TO HAVE A FLAME-SPREAD INDEX NOT MORE THAN 75, SMOKE-DEVELOPED INDEX NOT MORE THAN 450 AS PER ASTM E 84 OR UL 723, 2023 FBCR 316.
- WALL AND CEILING FINISHES SHALL HAVE A FLAME-SPREAD CLASSIFICATION OF NOT GREATER THAN 200 AND A SMOKE-DEVELOPED INDEX NOT GREATER THAN 450 AS PER ASTM E-84 OR UL 273, FBCR 302.9

GROUP 'R-3'	NON SPRINKLERED		
	CORRIDORS	ROOMS & ENCLOSED SPACES	SPACES
WALLS & CEILINGS	CLASS C	CLASS C	CLASS C

FLOOR PLAN NOTES

- OVERALL DIMENSIONS SHOWN IN PLAN ARE APPROXIMATE AND FOR REFERENCE ONLY. FIELD VERIFY EXISTING OVERALL DIMENSIONS. DO NOT SCALE DRAWINGS.
- PROVIDE TILE FINISH AROUND SHOWER WALLS NOT LESS THAN 6 FEET (72 INCHES) ABOVE THE FLOOR IN ACCORDANCE WITH 2023 FBC R307.2
- ALL NEW UTILITIES, EQUIPMENT AND ACCESSORIES SERVICING THE BUILDING TO BE MOUNTED/INSTALLED MINIMUM AT EXISTING FINISH FLOOR ELEVATION (F.F.E.) IN ACCORDANCE WITH ASCE-25-04 (CH. 7). AT LEAST ONE BATHROOM AT GROUND LEVEL SHALL COMPLY WITH THE ACCESSIBILITY REQUIREMENTS OF THE 2023 FBC. DOOR SHALL MAINTAIN A MINIMUM OF 29" CLEAR OPENING IN ACCORDANCE WITH R320.1.1
- ALUM./WD. GATE(S) SHALL BE SELF CLOSING AND EQUIPPED WITH A SELF-LATCHING LOCKING DEVICE LOCATED ON THE POOL SIDE. THE DEVICE RELEASE SHALL BE LOCATED NO LESS THAN 54" ABOVE THE THRESHOLD - REFER TO R4501.17.1.9
- POOL SHALL HAVE A BARRIER IN COMPLIANCE WITH FBC SECTION 454.2.17.1 (POOL UNDER SEPARATE PERMIT)
- T.O.S. AND F.F.E. ELEVATIONS NOTED ON THE FLOOR PLAN ARE BASED ON NGVD.
- PROVIDE A HANDRAIL ON AT LEAST ONE SIDE OF A CONTINUOUS STAIR RUN OF TREADS OF FLIGHT WITH FOUR OR MORE RISERS PER 2023 FBC R311.7.8
- HANDRAIL HEIGHT SHALL BE AT LEAST 34" ABOVE FLOOR FINISH. GUARD RAILS SHALL BE REQUIRED AT OPEN-SIDED WALKING SURFACES LOCATED MORE THAN 30" HIGH MEASURED VERTICALLY TO THE FLOOR OR GRADE BELOW PER 2023 FBC R312.1.1
- PROVIDE SOIL TERMITE FILL TREATMENT AND CERTIFICATION IN COMPLIANCE WITH 2023 FBC-1816.1.7
- PROVIDE TERMITE PROTECTION PER 2023 FBC R318

DESIGN
ARCHITECTURE
CONSULTANTS

DAC

AA26003917

DAC 2025
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SEAL:

STATE OF FLORIDA
REGISTERED ARCHITECT
ADAN FONS
AR94630
Exp. 08/31/2028

AA 26003917
DESIGN - ARCHITECTURE - CONSULTANTS

TO THE BEST OF MY KNOWLEDGE THESE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH 2023 FBC SECTION 110.8.4.4 AND CHAPTER 633 OF THE FLORIDA STATUTES.

NEW 2-STORY
SINGLE-FAMILY RESIDENCE
LOCATED AT
9625 BROADVIEW TERRACE
BAY HARBOR ISLANDS, FLORIDA 33154

KEY PLAN:

MAIN RESIDENCE

POOL DECK AREA

KEY PLAN

ISSUE RECORD:

2025.07.25 DRB SUBMITTAL

2025.09.05 VARIANCE REQUEST

REVISIONS:

No.	Date	Description

Comm. No. 0001-2505
Scale: AS NOTED
Drawn: VF
Checked: AF
CADD File:

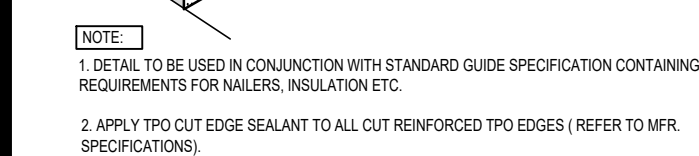
SHEET TITLE
SECOND LEVEL
FLOOR PLAN

SHEET No.
A2.01

VARIANCE REQUEST SET - 09.05.2025

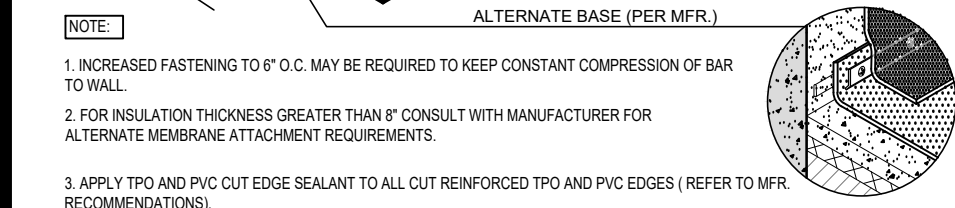


A2.02 SCALE: 1" = 1'-0"



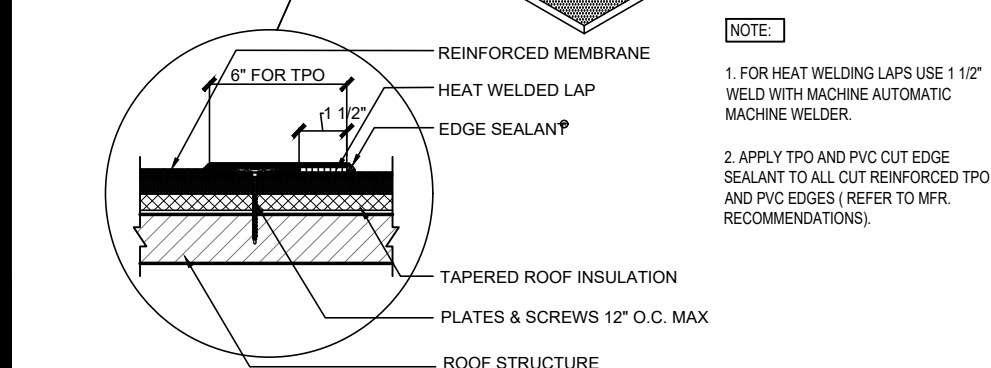
4 OVERFLOW SCUPPER DETAIL

A2.02 SCALE: 1" = 1'-0"



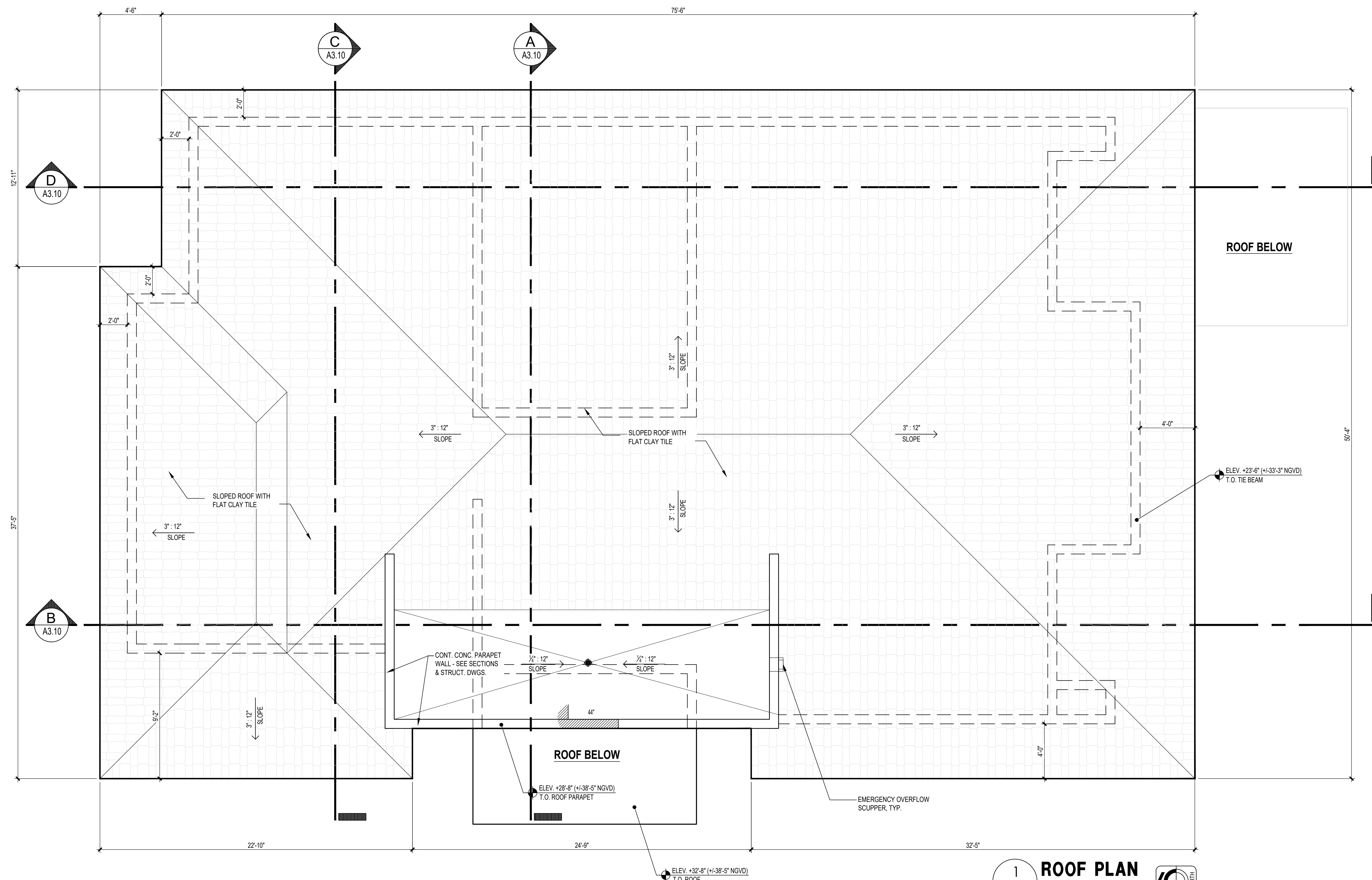
5 PARAPET FLASHING WITH TERMINATION BAR

A2.02 SCALE: 1" = 1'-0"



6 TPO MEMBRANE SIDE LAP DETAIL

A2.02 SCALE: 1" = 1'-0"



1 ROOF PLAN

A2.02 SCALE: 1/4" = 1'-0"

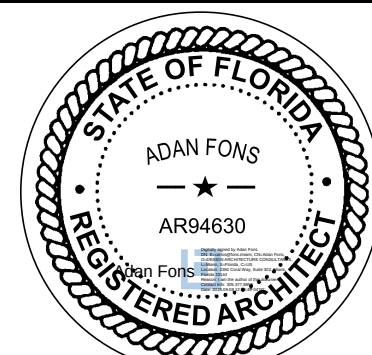


AA26003617

DESIGN
ARCHITECTURE
CONSULTANTS

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SEAL:



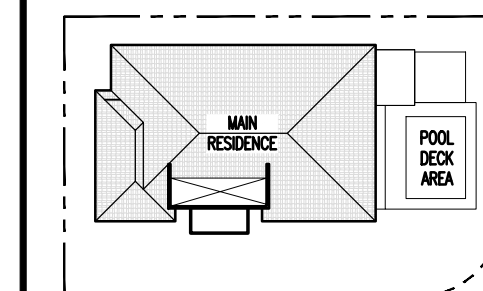
AA 26003917
DESIGN - ARCHITECTURE - CONSULTANTS

TO THE BEST OF MY KNOWLEDGE THESE
PLANS AND SPECIFICATIONS COMPLY WITH
THE APPLICABLE MINIMUM BUILDING CODES
AND FIRE-SAFETY STANDARDS AS
DETERMINED BY THE CITY OF MIAMI IN
ACCORDANCE WITH 2023 FBC SECTION
110.8.4.4 AND CHAPTER 633 OF THE
FLORIDA STATUTES.

**NEW 2-STORY
SINGLE-FAMILY RESIDENCE**

LOCATED AT
9625 BROADVIEW TERRACE
BAY HARBOR ISLANDS, FLORIDA 33154

KEY PLAN:



KEY PLAN

ISSUE RECORD:
2025.07.25 DRB SUBMITTAL
2025.09.05 VARIANCE REQUEST

REVISIONS:

[illegible]

Comm. No.	0001-2505
Scale:	AS NOTED
Drawn:	VF
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SHEET TITLE

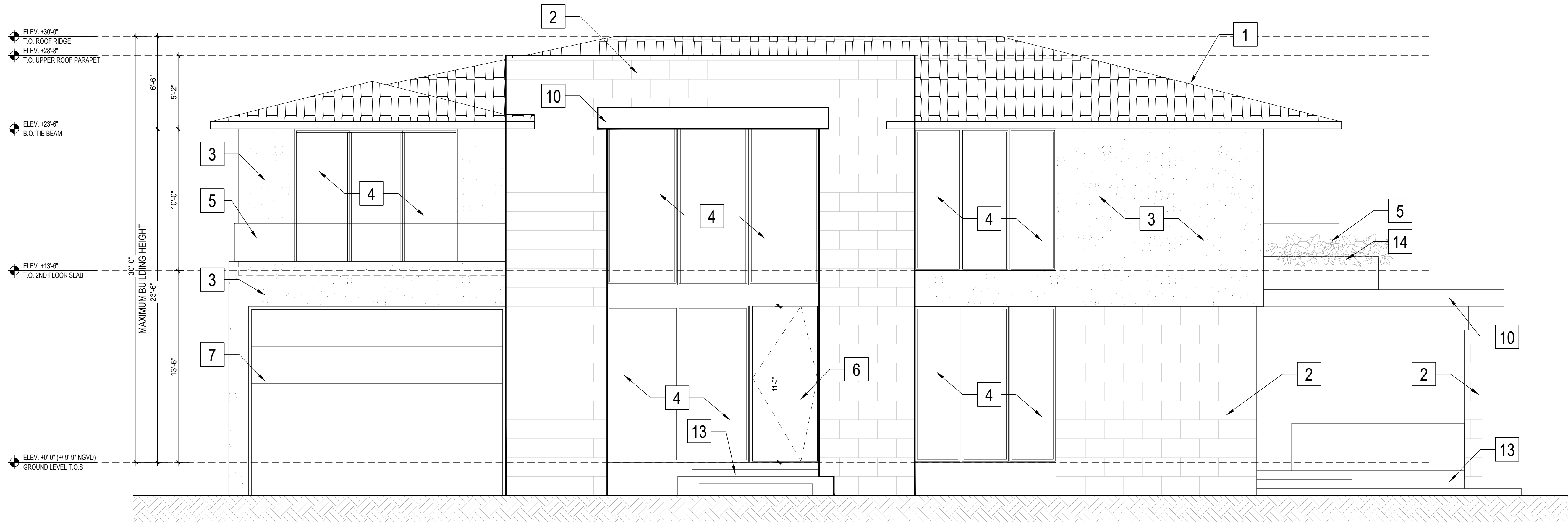
ROOF PLAN & ROOF DETAILS

SHEET No.

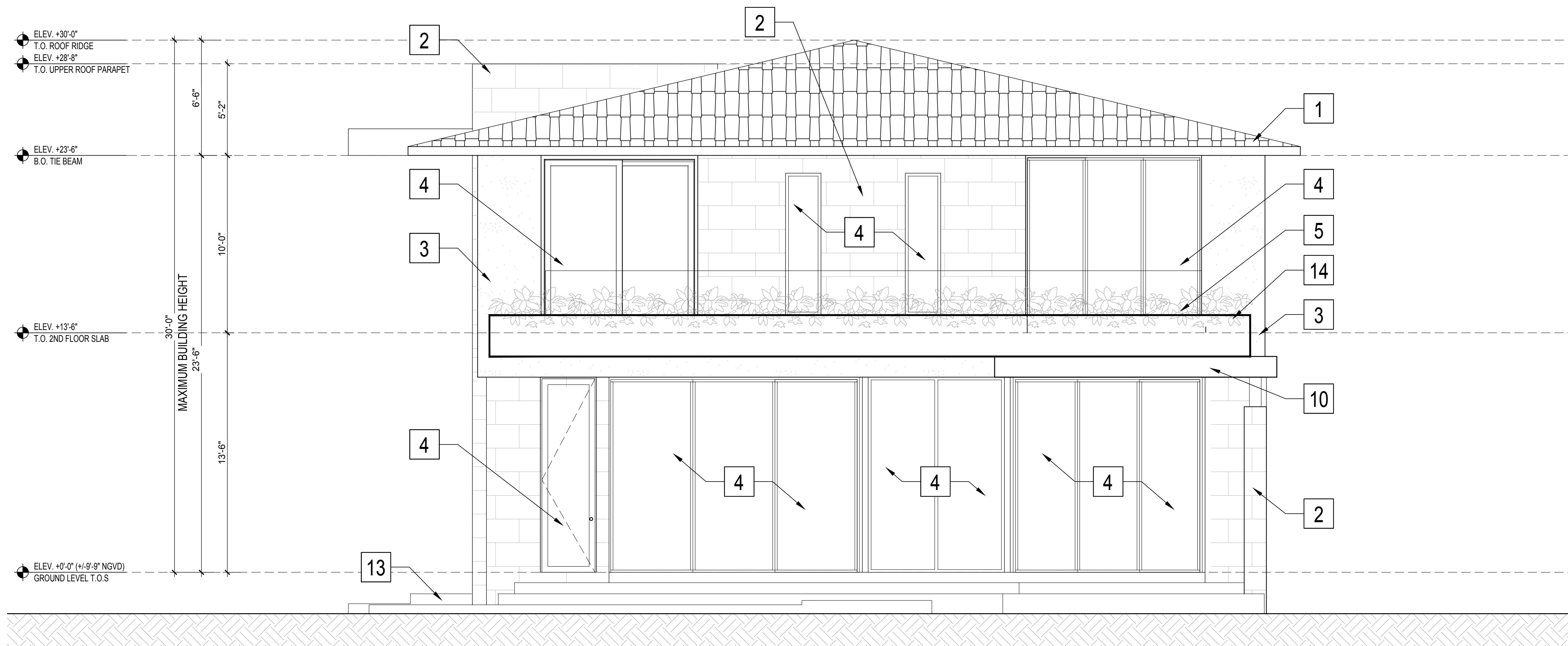
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VARIANCE REQUEST SET - 09.05.2025

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1
A3.01 WEST ELEVATION
SCALE: 1/4" = 1'-0"



2
A3.01 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

ELEVATION KEY NOTES

- 1 FLAT TILE ROOF SYSTEM
- 2 CORAL STONE, SEALED.
- 3 SMOOTH STUCCO FINISH, PAINTED. SHERWIN WILLIAMS EXTRA WHITE (SW 7006)
- 4 IMPACT RESISTANT GLASS & ALUM. WINDOW/ DOOR SYSTEM W/ MIAMI-DADE COUNTY APPROVED N.O.A. REFER TO GLAZING SCHEDULE.
- 5 CATEGORY II 42" H AFF SAFETY GLASS RAILING
- 6 WOOD ENTRY DOOR W/ FLORIDA APPROVAL #FL27606 - MFR. TO PROVIDE SHOP DWGS.
- 7 GARAGE DOOR W/ MIAMI-DADE COUNTY APPROVED N.O.A. - MFR. TO PROVIDE SHOP DWGS.
- 8 OVERFLOW SCUPPER - SEE ROOF PLAN
- 9 EMERGENCY OVERFLOW SCUPPER - SEE ROOF PLAN
- 10 CONCRETE EYEBROW - SEE STRUCT. DWGS & SECTIONS
- 11 EXHAUST WALL CAP - SEE MECH. DWGS. PAINT TO MATCH WALL COLOR
- 12 INTAKE LOUVER - SEE MECH. DWGS. PAINT TO MATCH WALL COLOR
- 13 ENTRY STEPS/ DECK SLAB - TILE FINISH AS SELECTED BY OWNER
- 14 CONCRETE PLANTER - SEE STRUCT. DWGS. & SECTIONS

REVISIONS:		
No.	Date	Description

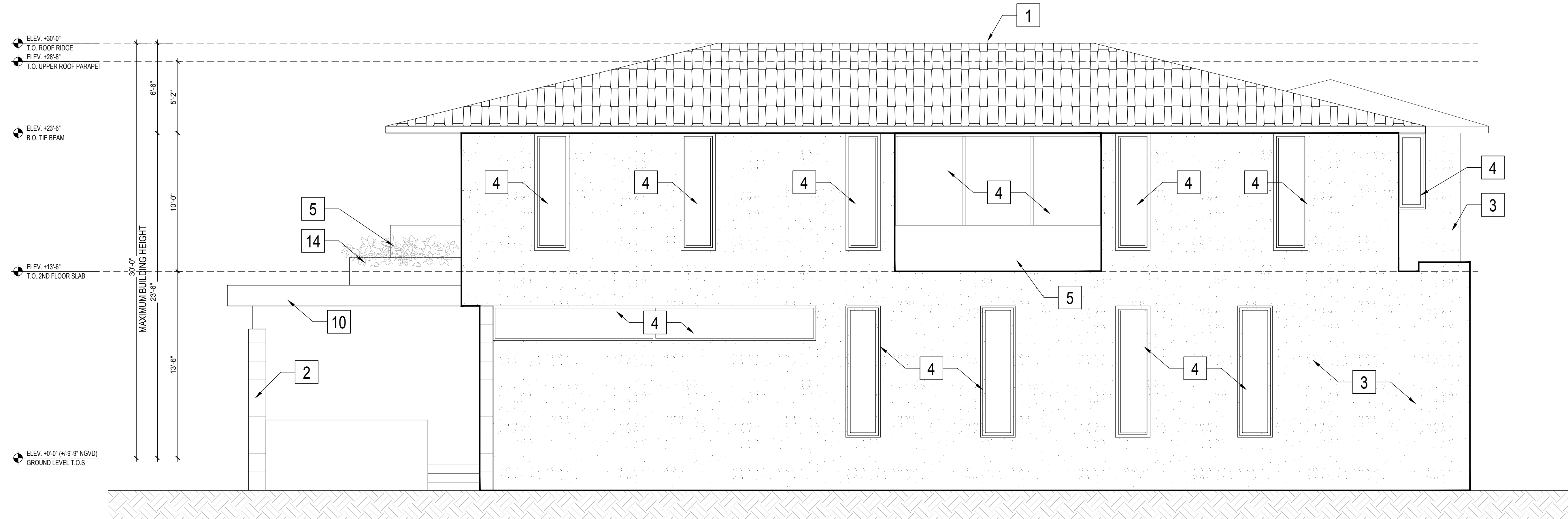
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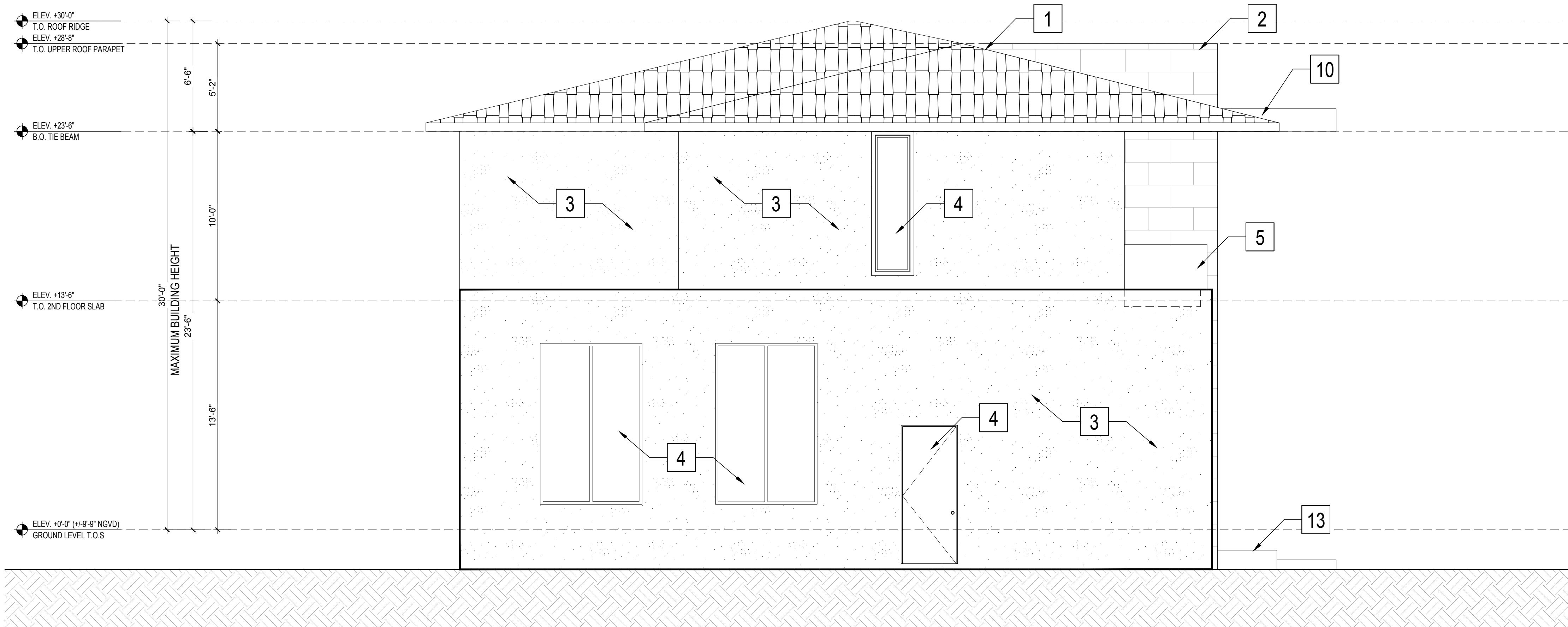
PROPOSED
ELEVATIONS

SHEET No.
A3.01

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1 EAST ELEVATION
A3.02 SCALE: 1/4" = 1'-0"

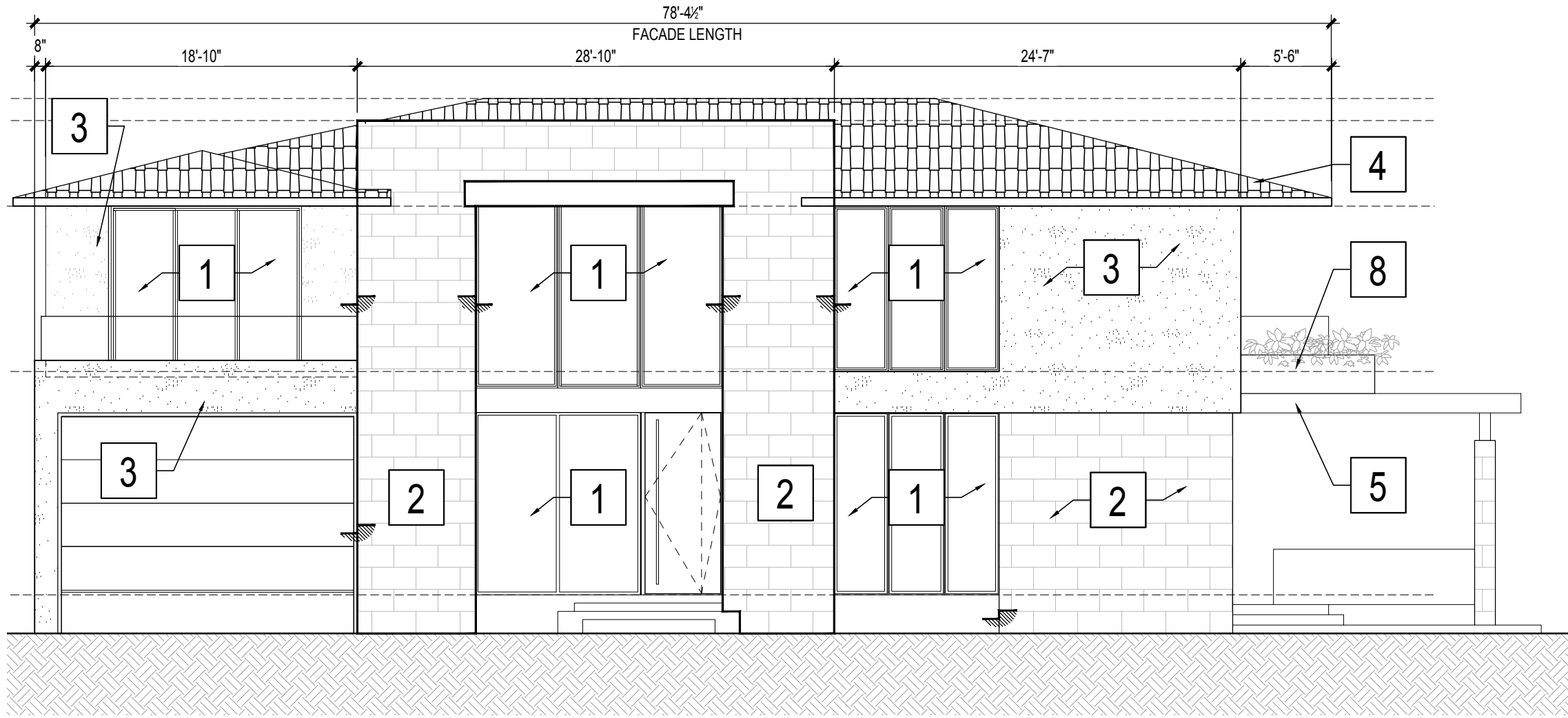


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A3.02 SCALE: 1/4" = 1'-0"

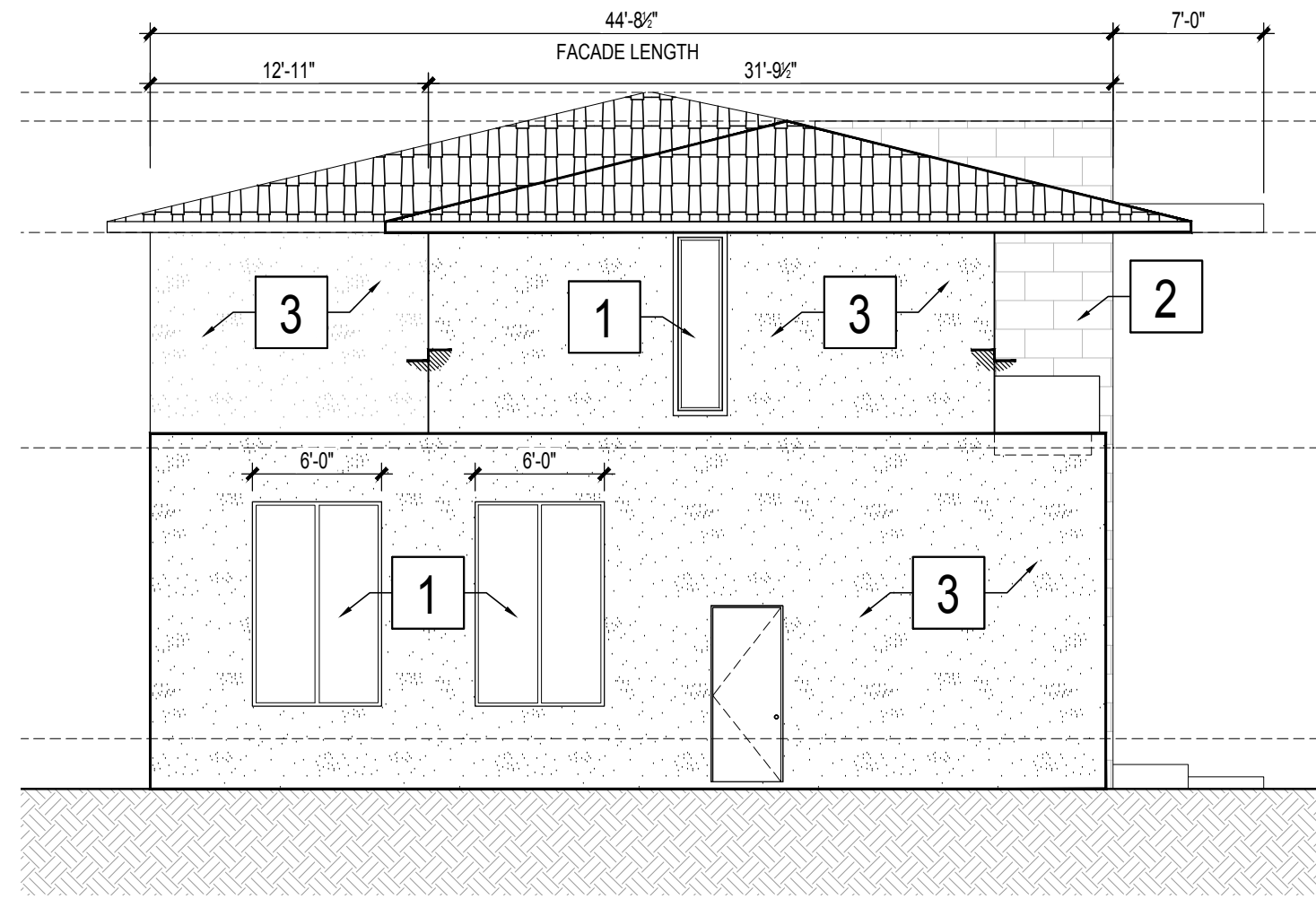
ELEVATION KEY NOTES

- 1 FLAT TILE ROOF SYSTEM
- 2 CORAL STONE, SEALED.
- 3 SMOOTH STUCCO FINISH, PAINTED. SHERWIN WILLIAMS EXTRA WHITE (SW 7006)
- 4 IMPACT RESISTANT GLASS & ALUM. WINDOW/ DOOR SYSTEM W/ MIAMI-DADE COUNTY APPROVED N.O.A. REFER TO GLAZING SCHEDULE.
- 5 CATEGORY II 42" H AFF SAFETY GLASS RAILING
- 6 WOOD ENTRY DOOR W/ FLORIDA APPROVAL #FL27606 - MFR. TO PROVIDE SHOP DWGS.
- 7 GARAGE DOOR W/ MIAMI-DADE COUNTY APPROVED N.O.A. - MFR. TO PROVIDE SHOP DWGS.
- 8 OVERFLOW SCUPPER - SEE ROOF PLAN
- 9 EMERGENCY OVERFLOW SCUPPER - SEE ROOF PLAN
- 10 CONCRETE EYEBROW - SEE STRUCT. DWGS & SECTIONS
- 11 EXHAUST WALL CAP - SEE MECH. DWGS. PAINT TO MATCH WALL COLOR
- 12 INTAKE LOUVER - SEE MECH. DWGS. PAINT TO MATCH WALL COLOR
- 13 ENTRY STEPS/ DECK SLAB - TILE FINISH AS SELECTED BY OWNER

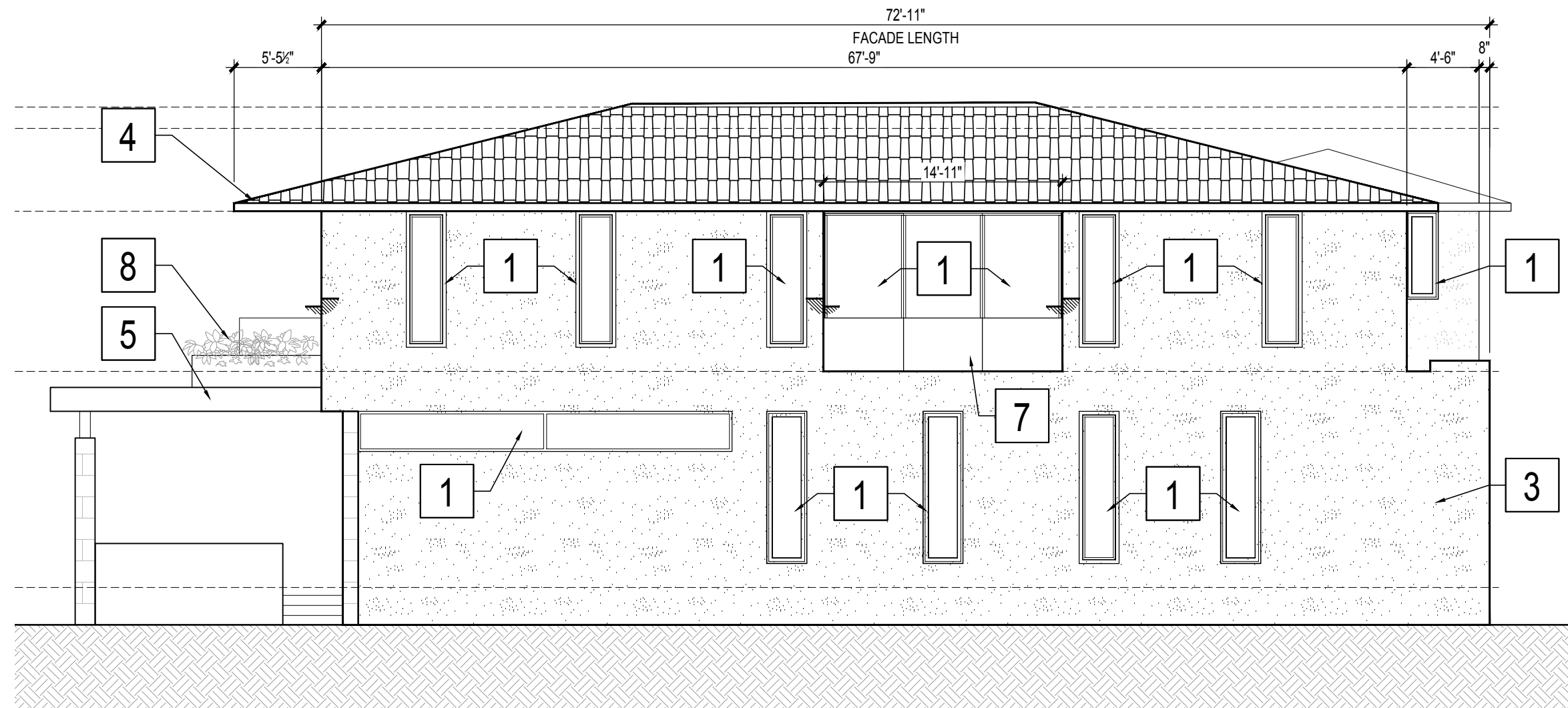
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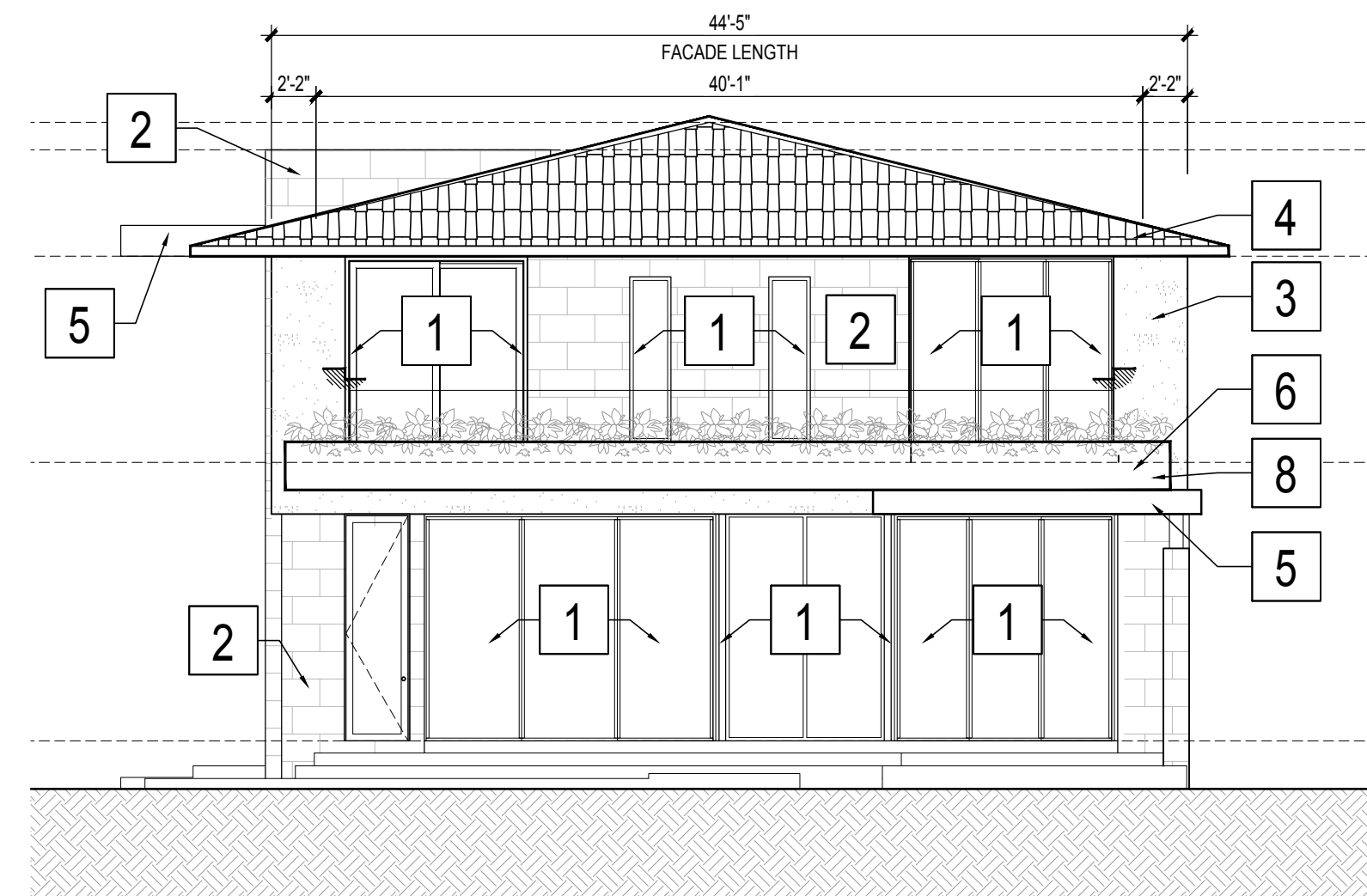
1 WEST ELEVATION
A3.05 SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION
A3.05 SCALE: 1/8" = 1'-0"



3 EAST ELEVATION
A3.05 SCALE: 1/8" = 1'-0"



4 SOUTH ELEVATION
A3.05 SCALE: 1/8" = 1'-0"

BUILDING ARTICULATION ELEMENTS LEGEND	
1	ARCHITECTURAL EMBELLISHMENT: WINDOWS
2	ARCHITECTURAL EMBELLISHMENT: MATERIAL - CORAL STONE
3	ARCHITECTURAL EMBELLISHMENT: MATERIAL - SMOOTH STUCCO
4	ARCHITECTURAL ELEMENT: MATERIAL - FLAT CLAY ROOF TILE
5	ARCHITECTURAL ELEMENT: CANOPY
6	ARCHITECTURAL ELEMENT: EYEBROW
7	ARCHITECTURAL ELEMENT: WALL OPENING
8	ARCHITECTURAL EMBELLISHMENT: CONCRETE PLANTER

DESIGN
ARCHITECTURE
CONSULTANTS

DAC

2550 CORAL WAY #302 MIAMI, FL 33145
PHONE: 377-8850
WWW.DACSTUDIO

AA26003917

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SEAL:

STATE OF FLORIDA
ADAN FONS
AR94630
REGISTERED ARCHITECT

AA 26003917
DESIGN - ARCHITECTURE - CONSULTANTS

TO THE BEST OF MY KNOWLEDGE THESE
PLANS AND SPECIFICATIONS COMPLY WITH
THE APPLICABLE MINIMUM BUILDING CODES
AND FIRE-SAFETY STANDARDS AS
DETERMINED BY THE CITY OF MIAMI IN
ACCORDANCE WITH 2023 FBC SECTION
110.8.4.4 AND CHAPTER 633 OF THE
FLORIDA STATUTES.

NEW 2-STORY
SINGLE-FAMILY RESIDENCE

LOCATED AT
9625 BROADVIEW TERRACE
BAY HARBOR ISLANDS, FLORIDA 33154

KEY PLAN:

MAN RESIDENCE
POOL DECK AREA

KEY PLAN

ISSUE RECORD:
2025.07.25 DRB SUBMITTAL
2025.09.05 VARIANCE REQUEST

REVISIONS:		
No.	Date	Description

Comm. No. 0001-2505
Scale: AS NOTED
Drawn: VF
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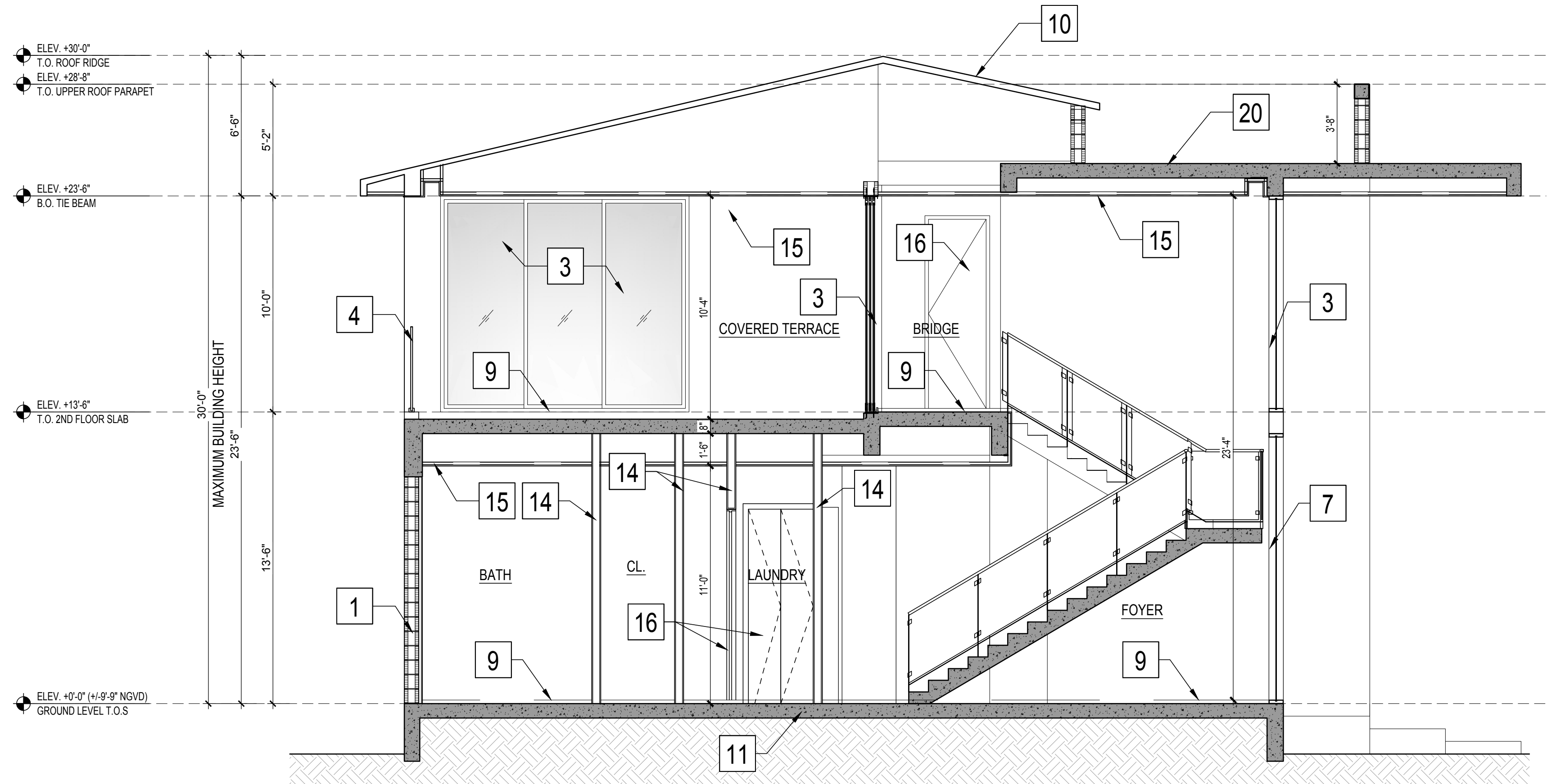
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BUILDING
ARTICULATION
DIAGRAMS

SHEET No.

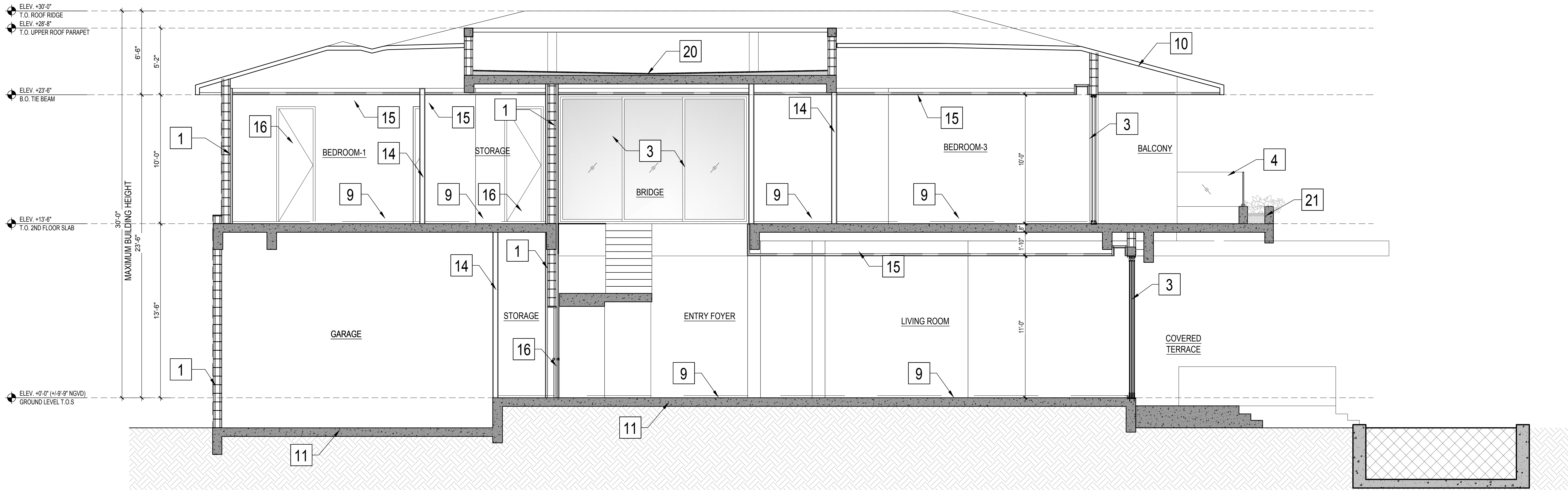
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1 SECTION 'A'
A3.10 SCALE: 1/4" = 1'-0"

- SECTION KEY NOTES**
- 8" CMU WALL - REFER TO STRUCTURAL DWGS.
 - CORAL STONE, SEALED.
 - IMPACT RESISTANT GLASS & ALUM. WINDOW/DOOR SYSTEM W/ MIAMI-DADE COUNTY APPROVED N.O.A. REFER TO GLAZING SCHEDULE. BRONZE FRAMES.
 - CATEGORY II 42" H SAFETY GLASS RAILING
 - OVERFLOW SCUPPER - SEE ROOF PLAN
 - EMERGENCY OVERFLOW SCUPPER - SEE ROOF PLAN
 - WOOD ENTRY DOOR W/ MIAMI-DADE COUNTY APPROVED N.O.A. - MFR. TO PROVIDE SHOP DWGS.
 - CONCRETE EYEBROW WITH STUCCO FINISH - SEE STRUCT. DWGS & SECTIONS
 - FLOOR FINISH AS SELECTED BY OWNER.
 - FLAT CLAY TILE ROOFING SYSTEM OVER PLYWOOD SHEATHING & PRE-ENGINEERED WOOD TRUSSES.
 - CONCRETE SLAB OVER WELL COMPACTED FILL & VAPOR BARRIER - SEE STRUCT. DWGS.
 - CONCRETE FOOTING - SEE STRUCT. DWGS.
 - R-30 INSULATION ON ROOF AS INDICATED ON ENERGY CALCULATIONS.
 - NEW PARTITION / FURRING WALL WALL AS SCHEDULED - SEE FLOOR PLAN
 - SUSPENDED CEILING - 5/8" GYPSUM BOARD ON 1-5/8" STL STUD FRAMING - SEE REFLECTED CEILING PLAN
 - INTERIOR DOOR AS SCHEDULED - SEE FLOOR PLAN & DOOR SCHEDULE
 - CONCRETE PAVERS - REFER TO SITE PLAN
 - METAL STAIRS - FINISH TBD - PROVIDE SHOP DWGS.
 - 6 MIL POLYETHYLENE (OR OTHER APPROVED) VAPOR BARRIER - REFER TO STRUCT. DWGS.
 - BATT INSULATION ON EXPOSED ROOF TO MATCH ENERGY CALCULATIONS.



2 SECTION 'B'
A3.10 SCALE: 1/4" = 1'-0"

DESIGN ARCHITECTURE CONSULTANTS

DAC

AA26003917

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SEAL:

STATE OF FLORIDA
REGISTERED ARCHITECT
ADAN FONS
AR94630
Bay Harbor Islands, Florida

AA 26003917
DESIGN - ARCHITECTURE - CONSULTANTS

TO THE BEST OF MY KNOWLEDGE THESE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH 2023 FBC SECTION 110.8.4.4 AND CHAPTER 633 OF THE FLORIDA STATUTES.

**NEW 2-STORY
SINGLE-FAMILY RESIDENCE**

LOCATED AT
9625 BROADVIEW TERRACE
BAY HARBOR ISLANDS, FLORIDA 33154

KEY PLAN:

MAN RESIDENCE POOL DECK AREA

KEY PLAN

ISSUE RECORD:
2025.07.25 DRB SUBMITTAL
2025.09.05 VARIANCE REQUEST

REVISIONS:		
No.	Date	Description

Comm. No. 0001-2505
Scale: AS NOTED
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Checked: AF
CADD File:

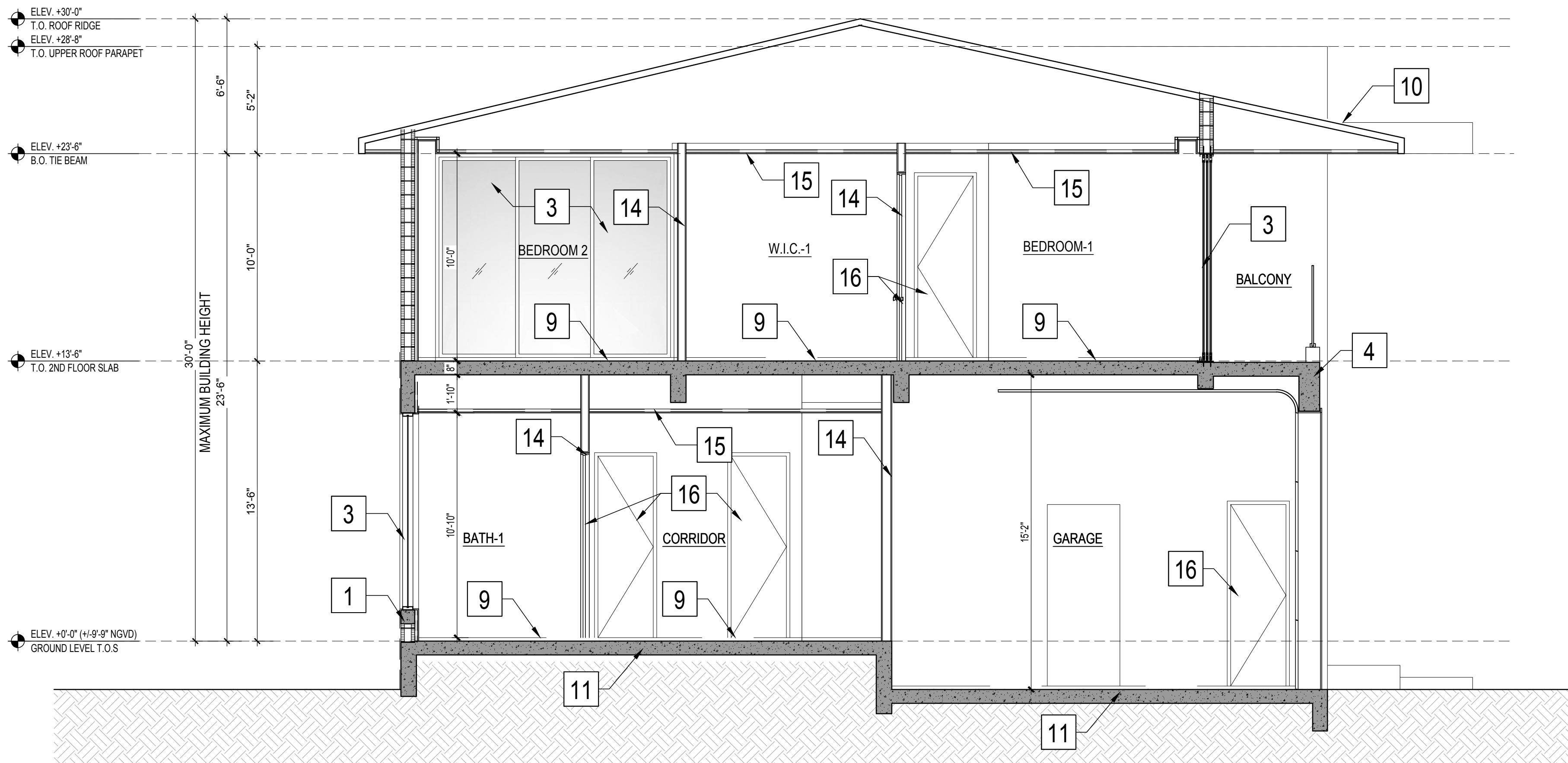
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**BUILDING
SECTIONS**

SHEET No.

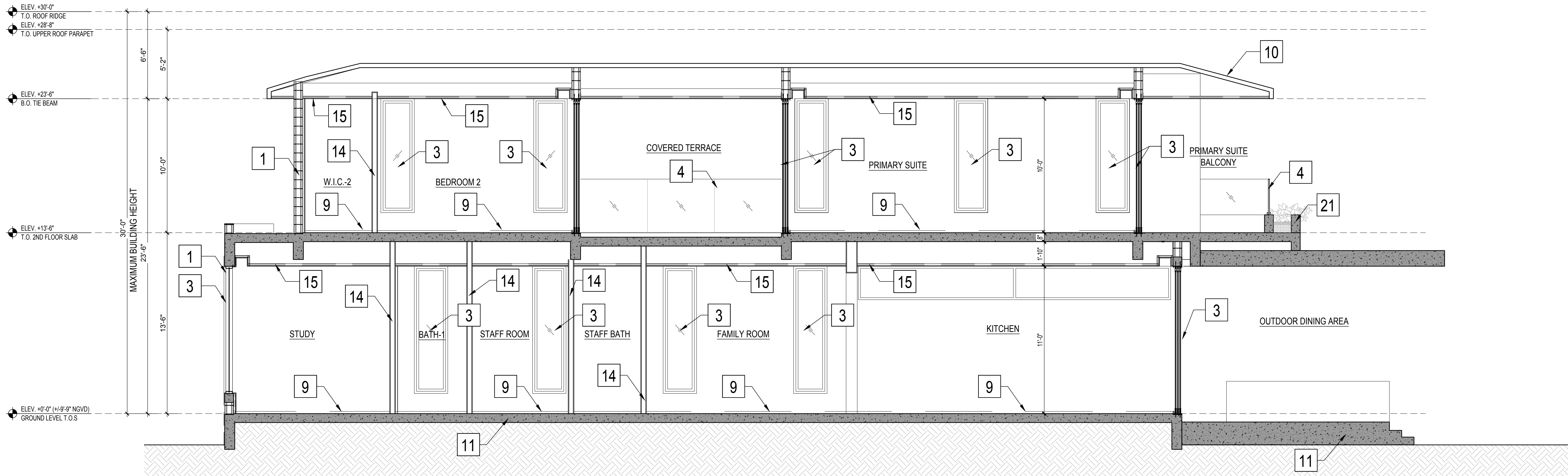
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1
A3.11
SECTION 'C'
SCALE: 1/4" = 1'-0"

- SECTION KEY NOTES**
- 8" CMU WALL - REFER TO STRUCTURAL DWGS.
 - CORAL STONE, SEALED.
 - IMPACT RESISTANT GLASS & ALUM. WINDOW/DOOR SYSTEM W/ MIAMI-DADE COUNTY APPROVED N.O.A. REFER TO GLAZING SCHEDULE. BRONZE FRAMES.
 - CATEGORY II 42" H SAFETY GLASS RAILING
 - OVERFLOW SCUPPER - SEE ROOF PLAN
 - EMERGENCY OVERFLOW SCUPPER - SEE ROOF PLAN
 - WOOD ENTRY DOOR W/ MIAMI-DADE COUNTY APPROVED N.O.A. - MFR. TO PROVIDE SHOP DWGS.
 - CONCRETE EYEBROW WITH STUCCO FINISH - SEE STRUCT. DWGS & SECTIONS
 - FLOOR FINISH AS SELECTED BY OWNER.
 - FLAT CLAY TILE ROOFING SYSTEM OVER PLYWOOD SHEATHING & PRE-ENGINEERED WOOD TRUSSES.
 - CONCRETE SLAB OVER WELL COMPACTED FILL & VAPOR BARRIER - SEE STRUCT. DWGS.
 - CONCRETE FOOTING - SEE STRUCT. DWGS.
 - R-30 INSULATION ON ROOF AS INDICATED ON ENERGY CALCULATIONS.
 - NEW PARTITION / FURRING WALL WALL AS SCHEDULED - SEE FLOOR PLAN
 - SUSPENDED CEILING - 5/8" GYPSUM BOARD ON 1-5/8" STL STUD FRAMING - SEE REFLECTED CEILING PLAN
 - INTERIOR DOOR AS SCHEDULED - SEE FLOOR PLAN & DOOR SCHEDULE
 - CONCRETE PAVERS - REFER TO SITE PLAN
 - METAL STAIRS - FINISH TBD - PROVIDE SHOP DWGS.
 - 6 MIL POLYETHYLENE (OR OTHER APPROVED) VAPOR BARRIER - REFER TO STRUCT. DWGS.
 - SINGLE-PLY ROOFING SYSTEM ON TAPERED INSULATION - SEE SECTION & DETAILS
 - CONCRETE PLANTER, SEE FLOOR PLAN AND ELEVATIONS.



2
A3.11
SECTION 'D'
SCALE: 1/4" = 1'-0"

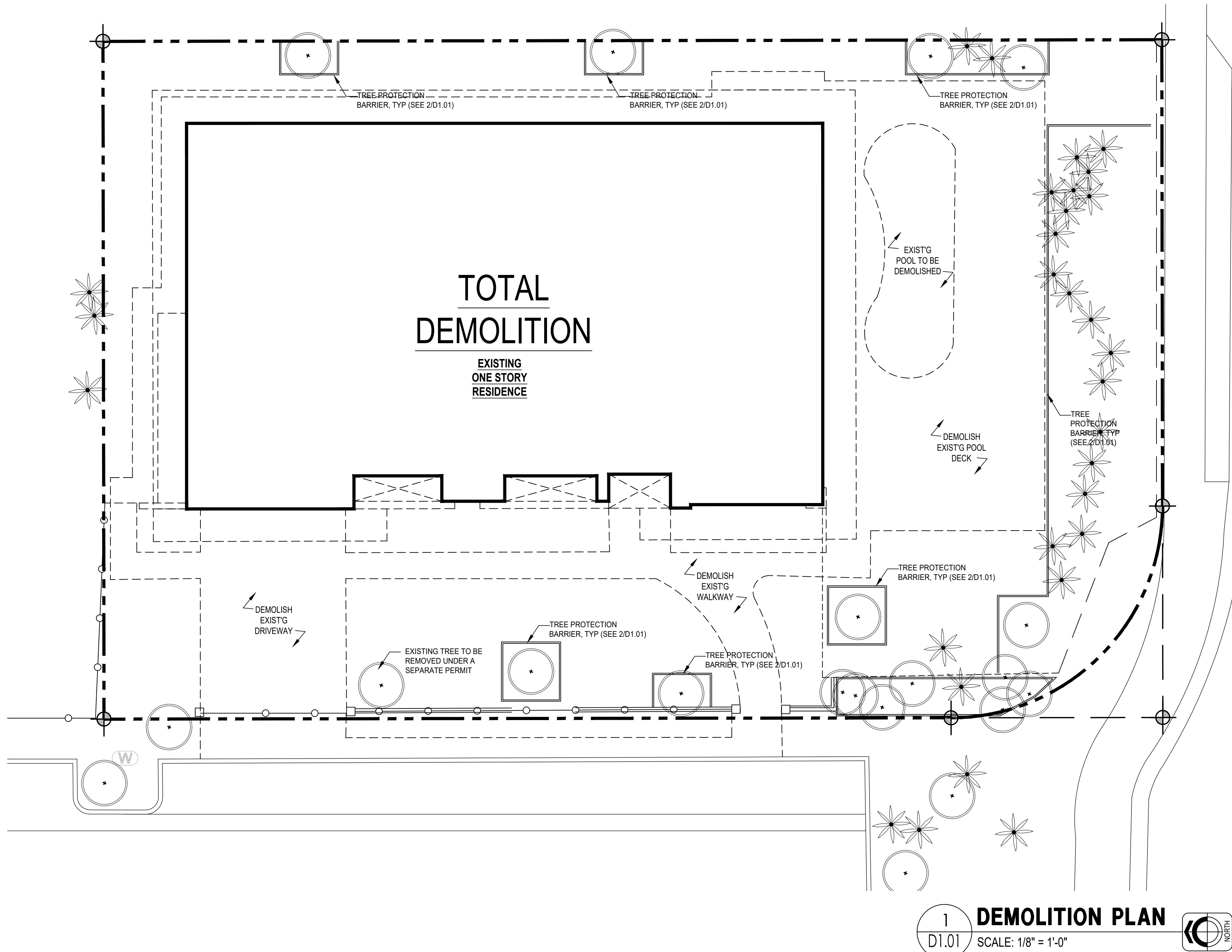
REVISIONS:		
No.	Date	Description

Comm. No. 0001-2505
Scale: AS NOTED
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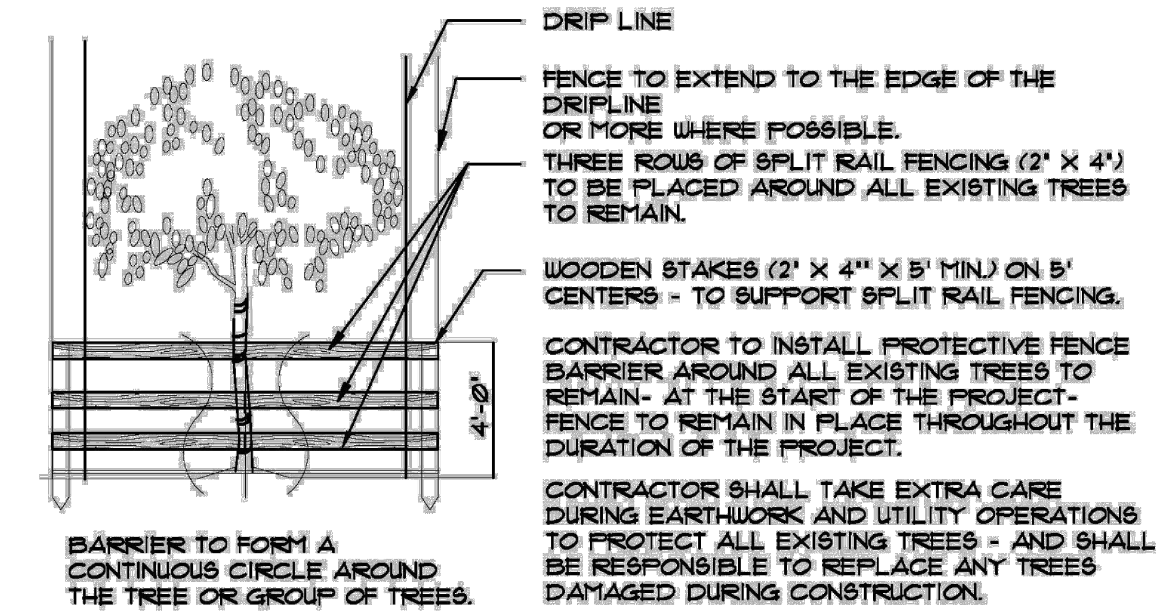
SHEET TITLE

**BUILDING
SECTIONS**

SHEET No.
A3.11



1
D1.01
DEMOLITION PLAN
SCALE: 1/8" = 1'-0"



2
D1.01
TREE PROTECTION BARRIER DETAIL
SCALE: N.T.S.

DEMOLITION PLAN LEGEND

- EXISTING DOOR TO BE REMOVED
- EXISTING WINDOW TO BE REMOVED
- EXISTING PARTITION / CMU WALL TO BE DEMOLISHED
- OVERHEAD WALL TO BE DEMOLISHED
- FURRING WALL TO BE REMOVED
- EXISTING CMU WALL TO REMAIN
- EXISTING PARTITION WALLS TO REMAIN

SCOPE OF DEMOLITION WORK: TOTAL DEMOLITION

DEMOLITION NOTES

- ORGANIZE AND PERFORM DEMOLITION WORK IN ACCORDANCE WITH O.S.H.A.'S REQUIREMENTS AND REGULATIONS
- DEMOLITION AND TRANSPORTATION OF DEBRIS SHALL COMPLY WITH APPLICABLE CODES AND REGULATIONS COVERING THESE OPERATIONS. FEES SHALL BE PAID BY THE CONTRACTOR.
- DEMOLITION AND REMOVAL OPERATIONS SHALL BE CONDUCTED IN AN EXPEDIENT MANNER, WITH PRECAUTIONS TAKEN TO PREVENT DEMOLITION SITE FROM BEING AN 'ATTRACTIVE NUISANCE'.
- PERFORM REMOVAL WORK INDICATED ON DRAWINGS IN AN ORDERLY MANNER ACCORDING TO ACCEPTED CONSTRUCTION PRACTICES.
- PROTECT WORK SPECIFIED TO REMAIN. PROTECT ADJACENT AREAS FROM DAMAGE OR UNDUE DIRT AND DUST. WET DOWN DEBRIS OR RUBBISH, IF NECESSARY, TO MINIMIZE FLYING DUST.
- ALL EXISTING TREES TO BE PROTECTED DURING DEMOLITION, UNLESS OTHERWISE NOTED. TREE PROTECTION BARRIER TO BE PROVIDED (REFER TO DETAIL 2/D1.01) SEPARATE TREE PERMIT SHALL BE OBTAINED PRIOR TO THE REMOVAL OF ANY TREES.
- REFER TO LANDSCAPE SET FOR TREE DISPOSITION PLAN AND MITIGATION TREES.

CONSTRUCTION FENCING NOTES

- ALL DEVELOPMENT SITES MUST BE SECURED FROM UNAUTHORIZED ACCESS BY AN 8-FOOT CHAIN LINK FENCE WITH A FIRMLY AFFIXED WINDSCREEN OF 80% OPACITY ON ALL 4 SIDES OF THE PROPERTY.
- GATE SHALL BE SLIDING OR INWARD SWINGING, AND MUST BE LOCKED WHEN CONSTRUCTION PERSONNEL IS NOT PRESENT. IT SHALL BE OF ADEQUATE STRENGTH TO RESIST WIND PRESSURE WITH NO GAPS LARGER THAN 4 INCHES.
- PER SECTION 17-5 OF THE BAY HARBOR ISLANDS CODE, ON PROPERTY WHERE CONSTRUCTION IS IN PROGRESS, THERE SHALL BE NO MORE THAN ONE SIGN NOT EXCEEDING SIX SQUARE FEET BEARING NO MORE THAN THE NAMES OF PERSONS PERFORMING LABOR, SUPPLYING MATERIALS, THE ARCHITECT AND THE BUILDING CONTRACTOR, AND SUCH SIGNS SHALL COMPLY WITH ANY OTHER REGULATORY REQUIREMENTS. THE LOCATION OF SUCH SIGNS IS SUBJECT TO APPROVAL BY THE TOWN. ANY OTHER SIGNS REQUIRED BY OTHER GOVERNMENTAL AGENCIES FOR SAFETY OR INFORMATION PURPOSES MAY BE APPROVED BY THE TOWN MANAGER ON A CASE-BY-CASE BASIS PROVIDED THE APPLICANT DEMONSTRATES TO THE TOWN'S SATISFACTION THAT THE SIGN IS A REQUIREMENT OF ANOTHER AGENCY.

DESIGN
ARCHITECTURE
CONSULTANTS

DAC

AA26003917

DAC 2025
ALL RIGHTS RESERVED

SEAL:

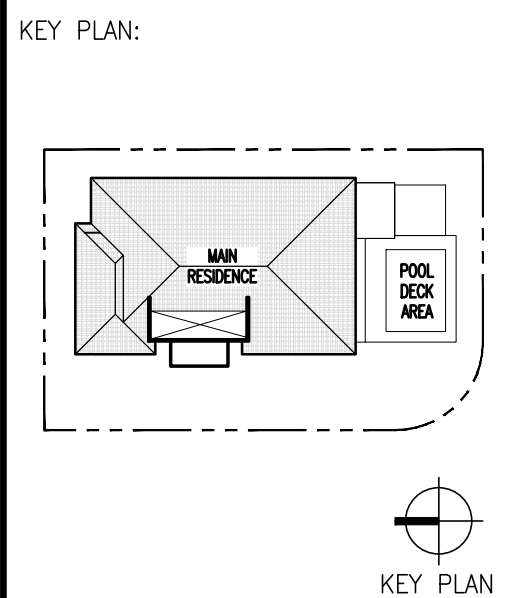
STATE OF FLORIDA
ADAN FONS
AR94630
REGISTERED ARCHITECT

AA 26003917
DESIGN - ARCHITECTURE - CONSULTANTS

TO THE BEST OF MY KNOWLEDGE THESE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH 2023 FBC SECTION 110.8.4.4 AND CHAPTER 633 OF THE FLORIDA STATUTES.

**NEW 2-STORY
SINGLE-FAMILY RESIDENCE**

LOCATED AT
9625 BROADVIEW TERRACE
BAY HARBOR ISLANDS, FLORIDA 33154



ISSUE RECORD:
2025.07.25 DRB SUBMITTAL
2025.09.05 VARIANCE REQUEST

REVISIONS:		
No.	Date	Description

Comm. No. 0001-2505
Scale: AS NOTED
Drawn: VF
Checked: AF
CADD File:

SHEET TITLE

DEMOLITION PLAN

SHEET No.

D1.01



TOWN OF BAY HARBOR ISLANDS PLANNING AND ZONING DEPARTMENT MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Interim Town Manager Evelyn Herbello, Deputy Town Manager/ Town Clerk
CC:	Morris (Skip) Miller, Esq., Consultant Town Attorney
FROM:	Lorrainia Belle Town Planner
DATE:	October 8, 2025
SUBJECT:	Town of Bay Harbor Islands – Amending the Town’s Code of ordinances Chapter 23-5 Use regulations B-1 to permit "Automobile Showroom"

RECOMMENDATION

Town Council discretion to approve the attached Ordinance amending the Code of the Town of Bay Harbor Islands to permit "Automobile Showroom" as a new allowable use within the B-1 Business District, subject to strict operational, spatial, and design criteria.

BACKGROUND

For over 20 years, the Town of Bay Harbor Islands was home to a long-standing automobile dealership that served the surrounding community. When the Town updated many of its original Land Development Regulations (LDRs) approximately two decades ago, automobile dealerships were removed as a permitted use in the Code. The existing dealership at that time was grandfathered in but eventually closed. While no specific site was initially proposed for this use, the topic has resurfaced due to renewed business interest.

On February 20, 2025, the Town Council unanimously approved an ordinance on second reading (7-0 vote) to prohibit the sale, leasing, rental, display, or repair of automobiles, trucks, boats, trailers, or recreational vehicles within the B-1 Business District. This action was intended to preserve the walkable, mixed-use character of the district and to avoid the impacts associated with traditional automobile-related uses.

However, seven months later, the Town Council expressed a shift in policy direction. In light of interest from high-end, low-impact automotive retailers, Council members indicated a willingness to allow automobile showrooms, but strictly limited to the sale, leasing, and display of vehicles—excluding any repair, maintenance, or service operations. These showrooms are intended to function as boutique-style, appointment-based spaces, consistent with the Town’s commercial aesthetic.

On first reading of the proposed ordinance, the Town Council voted 6-0 to advance the measure to second reading. During that meeting, representatives from Aston Martin, the prospective operator of a future showroom, provided interior renderings and conceptual images of the proposed build-out. These images reflected a high-end, gallery-like showroom environment, fully enclosed and consistent with the proposed zoning criteria.

On Second Reading, the proposed ordinance was tabled until October 8, 2025. The Town Council introduced significant revisions, including reinstating the prohibition on test driving during school zone hours, banning all test drives within town limits, requiring dealer tags to identify drivers from the establishment, and prohibiting customers from conducting test drives within the town.

The attached ordinance reflects the Council’s current direction, establishing a new "Automobile Showroom" use in the B-1 Business District with clearly defined regulations to limit potential impacts and preserve the district’s character.

ANALYSIS

The proposed ordinance defines Automobile Showroom as a facility for the display and sale of automobiles and related items, subject to the following requirements:

Indoor Use and Size Limitation

- Must be located entirely indoors within a fully enclosed building.
- The total showroom area may not exceed 6,000 square feet.

Test Driving Restrictions

- Test driving is not permitted within the Town, except for the purpose of entering or exiting the Town to return the vehicle to or from the business.
- Permitted test drive routes are limited to:
 - Kane Concourse and 95th Street (between Bay Harbor Terrace and East Bay Harbor Drive)
 - Bay Harbor Terrace and East Bay Harbor Drive (between 95th Street and Kane Concourse)
- Vehicles must make a left turn onto 95th Street when exiting the garage.
- Test driving is subject during school zone hours.

Design and Visibility Standards

- Showrooms must feature window displays or transparent building features allowing visibility of the interior from the public right-of-way.
- This supports architectural compatibility and enhances pedestrian experience.

Ancillary Sales Limit

- The sale of automobile-related items (accessories, tools, merchandise) is allowed but may occupy no more than 10% of the gross floor area.
- Gross floor area excludes outdoor areas, parking lots, and storage yards.

Parking and Vehicle Storage

- A maximum of five (5) vehicles designated for test drives may be stored on-site at any one time.
 - “Stored” means any vehicle remaining on-site for more than 24 consecutive hours.
 - This restriction does not apply to display vehicles.
 - Temporary visitor parking shall not be considered storage, provided that such vehicles do not exceed the permitted time frame.
- Inventory vehicles may not be parked or stored in the public right-of-way or on any property not under the control of the business operator.

Separation Requirement

- A minimum 1,500 foot distance is required between any two-automobile showroom uses, measured property line to property line.
- Distance shall be measured property line to property line, without regard to intervening structures, streets, or parcels.

Prohibited Services

- No automobile repair, maintenance, car washing, installation of parts, enhancements, or modifications shall be conducted on-site.
- All forms of vehicle servicing are strictly prohibited within the premises.

Signage Regulations

- No automobile repair, maintenance, car washing, installation of parts, enhancements, or modifications shall be conducted on-site.
- All forms of vehicle servicing are strictly prohibited within the premises.

CONCLUSION

The proposed ordinance introduces a narrowly tailored commercial use that reflects evolving trends in vehicle retail while protecting the Town’s character and commercial identity. It establishes strict controls on location, design, signage, parking, and operations to ensure minimal community impact and consistency with the Town's planning vision.

Town Council may consider approval of the ordinance on second reading, adding “Automobile Showroom” as a permitted use in the B-1 Business District under the regulatory framework outlined above.

FINANCIAL ANALYSIS

GL Line Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

2nd Ordinance

February 20, 2025 2nd Reading staff report

ORDINANCE NO. ____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO THE LAND USES PERMITTED OR PROHIBITED IN THE B-1 BUSINESS DISTRICT; AMENDING SECTION 23-5 OF THE ZONING AND PLANNING CODE TO MODIFY THE LIST OF PERMITTED USES IN THE B-1 BUSINESS DISTRICT TO INCLUDE AN AUTOMOBILE SHOWROOM FOR DISPLAY AND SALES AND PROVIDING REGULATIONS WITH RESPECT THERETO; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands originally adopted a Zoning and Planning Code in 1957 to regulate and restrict the erection, construction, reconstruction, alteration, location and use of buildings, structures, land and water, for trade, business, residence or other purposes, and the location thereof, and to regulate the size of buildings and other structures hereafter erected or altered, to regulate and determine the size and dimensions of yards, courts and other open spaces, to regulate off-street parking, to limit the percentage of lot coverage, and other such regulations; and

WHEREAS, the Town Council periodically studies various land development trends and issues, and considers strategies and design guidelines to regulate the proper redevelopment of lands within the Town, and amends its Codes accordingly; and

WHEREAS, after studying the existing Code provisions, the Town Council finds that a need exists, and it is necessary and desirable to modify the types of land uses permitted in the B-1 Business District to specially include automobile showroom sale display and sale of automobiles; and

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

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

Section 1: That the 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 amend Section 23-5 to modify the list of Permitted Uses in the B-1 Business District to include automobile showroom for vehicles display and sales and to provide regulations with respect thereto, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 3: That 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 13th day of August, 2025.

PASSED on Second Reading this 11th day of September, 2025.

ISAAC SALVER
MAYOR

ATTEST:

EVELYN HERBELLO, TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

GREENSPOON MARDER, LLP TOWN
ATTORNEYS
BY: MORRIS (SKIP) MILLER, ESQ.

EXHIBIT "A"

The Town of Bay Harbor Islands, Florida Code of Ordinances is hereby amended as follows: CHAPTER 23

ARTICLE I. ZONING REGULATIONS

Sec. 23-5. Use regulations, B-1 Business district.

Intent. The purpose of the district is to provide appropriate land development regulations for the business/mixed-use properties on the eastern island of the town. The lots abut the Kane Concourse, the main roadway within the town. This area is the most urban in form with higher intensity development, narrow setbacks, on-street and/or garage parking facilities. The district regulations provide guidelines to encourage desired land uses such as restaurants and retail shops at street grade with other uses, including residential uses, above or behind the Kane Concourse frontage uses.

Permitted uses. In the B-1 business district, no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed, or structurally altered which is designed, arranged, or intended to be used or occupied for any purpose, excepting for one or more of the following uses:

- (1) Multiple-family dwellings including condominiums, rental apartments, townhouses, lofts and similar dwelling units, provided the residential uses are part of a mixed-use development. No residential dwelling units may be located at ground level adjoining Kane Concourse; provided however, a lobby access is permitted. Single-family detached and two-family (duplex) dwellings are not permitted. Live/work dwelling units may be permitted if approved by the town council.
 - a) Vacation rentals subject to the provisions in Chapter 23, Article VI of the Code of Ordinances of the Town of Bay Harbor Islands.
- (2) Business and profession office uses: Banks, savings and loan associations, business and professional offices, medical offices and clinics, stock and commodity broker, employment agency and similar uses.
- (3) Retail uses: Clothing and wearing apparel, neighborhood grocery stores, liquor and wine sales, tobacco sales, stationary, shoe sales and repairs, luggage and leather goods, sporting goods, electronic and music sales and service, telephones and communication goods, computers sales and service, optical and eye glasses, office supplies, florists, pharmacies licensed under F.S. ch. 465 (or any future amendments), medical marijuana treatment center dispensing facilities licensed under F.S. ch. 381 (or any future amendments), and sundries.
- (4) Personal service uses: Barber shop, beauty shop, skin care, day spas, dog grooming salon, nail salons, wigs and hair, fitness, exercise, weight loss, yoga, meditation center.
- (5) Miscellaneous uses: Antique display and sales, jewelry sales and repairs, furniture sales, confectionary and ice cream store, bakery and pastries, art galleries and studios, auction house, post office, theater, hardware store.
- (6) Restaurant uses: Sit-down restaurants including indoor, outdoor and sidewalk cafes; coffee shops, sandwich shops, except that no fast-food shall be permitted unless approved by the town council. A fast-food restaurant is defined as an establishment whose principal business is the sale of pre-prepared or rapidly prepared food directly to the customer in a ready-to-consume state for consumption either within the restaurant building, in cars on the premises, or off the premises.
- (7) Notwithstanding the foregoing, 100 percent of the ground floor space of any newly developed building or land facing Kane Concourse shall be used for the purposes set forth above excluding business and

professional offices, including but not limited to physicians, attorneys, real estate offices, medical offices and clinics and stock and commodity broker offices. As used in this subsection, "newly developed" shall mean buildings constructed on vacant land or demolition of any existing building and subsequent construction of a new building. For existing buildings, at least 75 percent of the ground floor space facing Kane Concourse shall be used for the purposes set forth above excluding the above referenced office uses. For existing buildings with two or fewer ground floor uses, at least 50 percent of the ground floor space shall be used for the purposes set forth above excluding the above referenced office uses. If an existing nonconforming use vacates a ground floor space for more than 180 days, any future use shall conform to the use provisions herein.

- (8) Religious institutions provided with any such use are located on the second floor or higher floors of buildings.
- (9) Private clubs, but only upon specific approval at a public hearing and permit from the town council. The applicant shall demonstrate compliance with subsection (8.1)(c)1., 2. and 3. herein.
- (10) Hotels and customary accessory uses, including but not limited to, restaurants, bars, swimming pools, spas and other recreational facilities, and meeting facilities. This shall include the ability of a private school to operate a facility as part of hospitality education, provided the school is open to the general public.
- (11) Duly licensed home occupations are permitted subject to the requirements of the Town Code for those uses.
- (12) Convention organization services; community centers; show and film direction or production; import/export services; interior design; internet sales and service; municipal offices, parking facilities and related functions; parking of motor vehicles as accessory uses; valet parking services if approved by the town council.
- (13) Dry cleaning pick-up and delivery provided no on-site dry cleaning occurs; tailors, clothing alterations.
- (14) Other similar uses may be permitted by the town council, provided that such uses are compatible with and do not adversely affect the character of the district.
- (15) Activities occurring on the rooftop of the building shall be subject to the following restrictions:
 - (a) Uses and facilities shall be limited to recreational facilities for the building tenants, such as jogging/walking paths, swimming pool and/or spa, sun decks, seating areas, food preparation and/or serving areas (barbecue grill/sink/storage) and similar facilities.
 - (b) Passive recreational activities, such as jogging, walking, conversation, eating, meditation, and similar passive recreational activities shall be permitted, provided no such rooftop activities shall occur prior to 8:00 a.m. or after 11:00 p.m. from Sunday through Thursday, and prior to 8:00 a.m. or after 12:00 a.m. (midnight) on Friday and Saturday.
 - (c) No commercial business activities shall operate on the building rooftop, unless specifically approved by the town council at an advertised public meeting. A commercial business is defined as one holding a valid town business tax receipt (formerly known as occupational license) or certificate of use.
 - (d) All electrical loudspeakers, amplifiers or musical instruments shall limit sound emission for background music or entertainment purposes, regardless of whether it is "live" or recorded. Such sound emissions shall not exceed 70 decibels at any time at its source, in accordance with the town's noise ordinance (article II of chapter 12).
 - (e) Certain limited events and/or functions such as charity events, fundraising receptions, cocktail parties and the like may be permitted for the building owner or tenants, their guests and invitees, if approved in writing by the town manager, prior to the event and/or function

occurring. All such requests shall be submitted to the town manager's office, on a form provided by the town, at least 24 hours in advance of the event/function, except that the town manager may approve, but is not required to approve, an event/function on short-term notice based on special circumstances. At a minimum, the application form information shall include:

1. The name, address, telephone number and e-mail address of the tenant/sponsor;
 2. The name, address, telephone number, e-mail address and signature of the building/property owner and any designated property manager;
 3. The estimated number of persons attending;
 4. A description of the purpose of the event/function;
 5. The hours of the event/function;
 6. A description of any planned beverage/food or entertainment; and
 7. An off-street parking plan to accommodate the attendees (if required).
- (f) All events and/or functions must be sponsored or hosted by the building owner or a building tenant, with the building owner's written consent. The building owner shall sign the town's request form or submit a separate written consent letter to the town with the request. No such limited rooftop event/function activities shall occur prior to 9:00 a.m. or after 11:00 p.m. on Sunday through Thursday and prior to 6:00 p.m. or after 12:00 a.m. (midnight) on Friday or Saturday.
- (g) No bright lights, globes, strobes or flashing lights shall be permitted.
- (h) The town reserves the right to order that any activities causing a nuisance be altered immediately to comply with Town Code provisions, or to close any activity immediately that is deemed to be in violation of this criteria that negatively affects properties both within the town and within adjoining communities.
- (i) Should these land development regulations conflict with any previously approved limitations for rooftop uses, the provisions set forth herein shall take precedence.
- (16) Automobile Showroom: An establishment for the display and sale of luxury automobiles and automobile related items. The following regulations shall apply:
- a) Indoor Use and Operational Limitations. The automobile showroom shall be located entirely within an enclosed building and shall not exceed 6,000 square feet in total area. The display and sale of vehicles shall be limited to luxury automobiles only. Test driving is limited to Kane Concourse (between West Bay Harbor Drive and East Bay Harbor Drive) and East Bay Harbor Drive (95th Street and Kane Concourse) of vehicles within the Town of Bay Harbor Islands shall be strictly limited to the purpose of entering and/or exiting the Town in order to return the vehicle to its place of business. Test drives shall ~~should~~ not occur within residential areas or for general driving within the Town limits and shall be limited to Kane Concourse/ 96 Street. All test drives shall use only Kane Concourse (Between Bay Harbor Ter and East Bay Harbor Drive), Bay Harbor Terrace (between Kane Concourse and 95th Street) and 95th Street (between Bay Harbor Terrace and East Bay Harbor Drive) and on Bay Harbor Terrace and East Bay Harbor Drive (between 95th Street and Kane Concourse) for access. Vehicles exiting the garage for test drives shall make a left turn onto 95th Street. No test-driving activity shall deviate from these designated routes or purposes. Test driving will shall be prohibited during subject to the school zone hours.
- b) Dealer tags. All automobiles used for test driving shall be clearly identified as dealer vehicles by a valid dealer tag. Each representative of the dealership who operates a vehicle for test driving purposes shall be required to use a unique dealer tag issued to the business and assigned to that individual. This identification is intended to allow the Town to verify who is operating the vehicle at any time. The business shall maintain a detailed log of all test drives, including only the name of the

representative driving the vehicle, the assigned dealer tag, the date and time of the test drive, and the vehicle used. This log must be made available to the Town upon request. Only a representative of the dealer shall be allowed to drive the vehicle; customers shall not be permitted to operate the vehicle in the Town limits.

- c) Display Visibility. The establishment must include window displays or other forms of fenestration that provide public visibility of the automobiles and related items from outside the building.
- d) Automobile related items, including but not limited to accessories, tools, or merchandise directly associated with the sale, shall not occupy more than ten percent (10%) of the gross floor area of the principal structure. The gross floor area shall be calculated based on the total enclosed floor space within the building, excluding outdoor areas, storage yards, and parking lots
- e) Parking Restrictions.
 - i. No more than five (5) vehicles designated for customer test drives may be stored on the premises at any given time. For the purposes of this subsection, "stored" shall mean any vehicle remaining on-site for more than twenty-four (24) consecutive hours, whether operational or not. This restriction applies to all vehicles associated with the use of property, except display vehicles. Temporary visitor parking shall not be considered vehicle storage, provided such vehicles do not remain on-site beyond the permitted time frame.
 - ii. Inventory vehicles may not be parked or stored on the public right-of-way or on any property not under the control of the business operator.
- f) Distance Separation Requirement. An automobile showroom shall not be permitted unless there is a minimum distance of one thousand five hundred (1,500) feet between the closest points of the property lines of the proposed site and any other lot or parcel that contains an existing automobile showroom use. The distance shall be measured in a straight line, without regard to intervening structures, streets, or parcels, from the nearest point on the property line of the proposed use to the nearest point on the property line of the existing use.
- g) Prohibited Services. No automobile repair, maintenance, car washing, or any other vehicle service operations shall be conducted on-site. The installation of parts or any form of maintenance, enhancement, or modification of automobiles is strictly prohibited on the premises.
- h) Signage Limitations. The use of flags, banners, plastic, vinyl, fabric signage, or any other non-permanent signage is strictly prohibited. Only signage permitted under Chapter 17, Article II of the Town Code shall be allowed.
- i) Any violation of this section shall be enforced against the owner or operator of the dealership/establishment, pursuant to Section 5 3/4 -11.

- (17) *Prohibited uses.* In the B-1 business district, no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed, or structurally altered which is designed, arranged, or intended to be used or occupied for any of the following uses: Thrift shops or stores selling secondhand merchandise; pawn stores, gas stations; ~~the sale, leasing, rental, display,~~ or repair of automobiles, trucks, boats trailers or recreational vehicles; tattoo parlors or body piercing; check cashing stores; psychic or fortune tellers; flea markets; adult entertainment establishments; shops or stores selling dogs and cats; any use not specifically listed, unless permitted by the town council. Notwithstanding the above, bona fide antique or vintage stores selling clothing, accessories, jewelry and furnishings may be permitted by the town council so long as such stores are compatible with and do not adversely affect the character of the district. Antique and vintage sale items, as opposed to thrift or secondhand stores, are characterized as items from earlier periods of time. By way of example (in 2011), vintage items are typically from the time period prior to 1980 and antique items are typically from the time period prior to 1920 having some intrinsic value.



TOWN OF BAY HARBOR ISLANDS PLANNING AND ZONING DEPARTMENT MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager Evelyn Herbello, Deputy Town Manager/ Interim Town Clerk
CC:	Morris (Skip) Miller, Esq., Consultant Town Attorney
FROM:	Lorrainia Belle Town Planner
DATE:	October 8, 2025
SUBJECT:	Town of Bay Harbor Islands Ordinance Amendment – Medical Spa Use in B-1 Business District.

RECOMMENDATION

Town Council discretion is requested to approve the ordinance amending the Town Code to define and permit Medical Spas as be used in the B-1 Business District, provided they meet specified operational criteria and do not conflict with existing restrictions on medical office uses at the ground floor of new developments.

BACKGROUND

On August 13, 2025, Councilmember Yaffe placed an item on the Town Council agenda to discuss the potential addition of “Medical Spa” as an allowable use in the B-1 Business District. The discussion emphasized that medical spas differ from traditional medical offices, as some of their services while aesthetic in nature is regulated by the State of Florida and must be performed under the supervision of a licensed medical doctor. Overall, the Town Council expressed general support for allowing medical spas as permitted use, provided that appropriate restrictions are included. The proposed amendment received First Reading approval at the Town Council meeting on September 11, 2025, and is scheduled for a Second Reading on October 8, 2025. A minor revision has been added to require all medical waste to be routed through the back door.

The Town's zoning code for the B-1 Business District was previously amended to prohibit medical offices and other professional office use on the ground floor of new developments fronting Kane Concourse. The intent was to preserve ground-floor activity for pedestrian-friendly uses such as retail, restaurants, and personal services.

Specifically, the Code provides that:

- 100% of the ground floor of any newly developed building fronting Kane Concourse must be used for permitted commercial uses excluding business and professional offices, including medical offices and clinics.
- For existing buildings, at least 75% of the ground floor must be used for permitted commercial uses, with similar exclusions.
- If the building has two or fewer ground-floor spaces, the requirement is 50%.
- If a nonconforming office use vacates a ground floor space for more than 180 days, any future use must comply with current code.

Given this context, the Town is considering whether Medical Spas which operate under licensed medical supervision but do not function as medical offices or clinics may be a compatible and desirable use in the B-1 District.

ANALYSIS

This proposed ordinance amendment would define and allow Medical Spas (Med Spas) as a permitted use within the B-1 Business District, with clear parameters that distinguish them from traditional medical offices.

Key provisions include:

- A clear definition of "Medical Spa", emphasizing that they offer non-invasive or minimally invasive cosmetic procedures and do not provide primary care, diagnostic testing, or surgeries.
- A list of permitted services, such as:
 - Botox and fillers, laser treatments, microneedling, facials, and chemical peels.
 - Body sculpting, fat reduction, hair removal, and similar aesthetic services.
 - Hair restoration therapies using regenerative and laser techniques.
- Prohibitions on surgical procedures, blood draws, or any overnight patient stays.
- Services must be performed under the supervision of a licensed medical professional.

This amendment allows flexibility in modernizing commercial uses without conflicting with the Town's restrictions on more intensive medical office uses in key ground-floor locations, particularly along Kane Concourse.

EXECUTE

The amendment would add "Medical Spa" as a defined and permitted use in the B-1 Business District, allowing for a broader range of wellness and aesthetic businesses that are less intensive than traditional medical offices. Med Spas must meet specific operational criteria to distinguish them from prohibited use and maintain compatibility with the Town's development goals.

CONCLUSION

The proposed ordinance offers a targeted expansion of permitted uses in the B-1 District by allowing Medical Spas that provide elective, non-invasive wellness and cosmetic services. These uses are not considered medical offices and are limited in scope to ensure alignment with the Town's land use and development policies.

Town Council may consider approval of the ordinance at its discretion.

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 CODE OF ORDINANCES RELATED TO THE LAND USES PERMITTED OR PROHIBITED IN THE B-1 BUSINESS DISTRICT; AMENDING SECTION 23-5 OF THE ZONING AND PLANNING CODE TO MODIFY THE LIST OF PERMITTED USES IN THE B-1 BUSINESS DISTRICT TO INCLUDE A MEDICAL SPA; DEFINING MEDICAL SPA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands originally adopted a Zoning and Planning Code in 1957 to regulate and restrict the erection, construction, reconstruction, alteration, location and use of buildings, structures, land and water, for trade, business, residence or other purposes, and the location thereof, and to regulate the size of buildings and other structures hereafter erected or altered, to regulate and determine the size and dimensions of yards, courts and other open spaces, to regulate off-street parking, to limit the percentage of lot coverage, and other such regulations; and

WHEREAS, the Town Council periodically studies various land development trends and issues, and considers strategies and design guidelines to regulate the proper redevelopment of lands within the Town, and amends its Codes accordingly; and

WHEREAS, after studying the existing Code provisions, the Town Council finds that a need exists, and it is necessary and desirable to modify the types of land uses permitted in the B-1 Business District to specially include medical spas; and

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

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

Section 1: That the 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 amend Section 23-5 to modify the list of Permitted Uses in the B-1 Business District to include automobile showroom for vehicles display and sales and to provide regulations with respect thereto, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 3: That 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 13th day of August, 2025.

PASSED on Second Reading this TBA

ISAAC SALVER
MAYOR

ATTEST:

EVELYN HERBELLO, TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

GREENSPOON MARDER, LLP TOWN
ATTORNEYS
BY: MORRIS G. (SKIP) MILLER, ESQ.

EXHIBIT "A"

The Town of Bay Harbor Islands, Florida Code of Ordinances is hereby amended as follows:

CHAPTER 23 ZONING AND PLANNING

ARTICLE I. ZONING REGULATIONS

Sec. 23-5. Use regulations, B-1 Business district.

Intent. The purpose of the district is to provide appropriate land development regulations for the business/mixed-use properties on the eastern island of the town. The lots about the Kane Concourse, the main roadway within the town. This area is the most urban in form with higher intensity development, narrow setbacks, on-street and/or garage parking facilities. The district regulations provide guidelines to encourage desired land uses such as restaurants and retail shops at street grade with other uses, including residential uses, above or behind the Kane Concourse frontage uses.

A. Definitions. For the purpose of this section, the following terms, phrases and words shall have the meaning given herein:

- (1) Medical Spa (Med Spa): A facility operating under the supervision of a licensed medical professional that offers elective aesthetic medical treatments and wellness services that are non-invasive or minimally invasive. These treatments are primarily focused on improving cosmetic appearance and general wellness. Medical spas do not provide primary care or diagnostic services and may not perform any procedure that involves drawing blood or other invasive diagnostic sampling on-site.

B. *Permitted uses.* In the B-1 business district, no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed, or structurally altered which is designed, arranged, or intended to be used or occupied for any purpose, excepting for one or more of the following uses:

- (1) Multiple-family dwellings including condominiums, rental apartments, townhouses, lofts and similar dwelling units, provided the residential uses are part of a mixed-use development. No residential dwelling units may be located at ground level adjoining Kane Concourse; provided however, a lobby access is permitted. Single-family detached and two-family (duplex) dwellings are not permitted. Live/work dwelling units may be permitted if approved by the town council.
 - a) Vacation rentals subject to the provisions in Chapter 23, Article VI of the Code of Ordinances of the Town of Bay Harbor Islands.
- (2) Business and profession office uses: Banks, savings and loan associations, business and professional offices, medical offices and clinics, stock and commodity broker, employment agency and similar uses.
- (3) Retail uses: Clothing and wearing apparel, neighborhood grocery stores, liquor and wine sales, tobacco sales, stationary, shoe sales and repairs, luggage and leather goods, sporting goods, electronic and music sales and service, telephones and communication goods, computers sales and service, optical and eye glasses, office supplies, florists, pharmacies licensed under F.S. ch. 465 (or any future amendments), medical marijuana treatment center dispensing facilities licensed under F.S. ch. 381 (or any future amendments), and sundries.
- (4) Personal service uses: Barber shop, beauty shop, skin care, day spas, dog grooming salon, nail salons, wigs and hair, fitness, exercise, weight loss, yoga, meditation center.
- (5) Medical Spa services may be permitted as an allowable use in the B-1 Business District. Permitted services and procedures shall include, but are not limited to are the following:

- (a) Skin rejuvenation treatments, including Botox and filler injections, laser treatments, chemical peels, microneedling, and facials.
- (b) Body contouring and body treatments, including non-surgical body sculpting, CoolSculpting, Emsculpt, non-invasive fat reduction, muscle toning treatments, hair removal, and skin resurfacing services.
- (c) Hair restoration treatments, including procedures designed to stimulate hair regrowth, improve scalp health, and reduce hair thinning through the use of regenerative biologics and laser stimulation.

All medical spa operations ~~must comply with the~~ shall be definition as set forth in Section A (1) above. No surgical procedures, blood work, or other invasive diagnostic sampling shall be performed on-site. Overnight stays or accommodations for patient recovery are strictly prohibited. All medical waste including, but not limited to, waste boxes and/or waste bags, shall be strictly removed through the rear of the establishment. The disposal or transport of medical waste through the front entrance is strictly prohibited.

- (6) Miscellaneous uses: Antique display and sales, jewelry sales and repairs, furniture sales, confectionary and ice cream store, bakery and pastries, art galleries and studios, auction house, post office, theater, hardware store.
- (7) Restaurant uses: Sit-down restaurants including indoor, outdoor and sidewalk cafes; coffee shops, sandwich shops, except that no fast-food shall be permitted unless approved by the town council. A fast-food restaurant is defined as an establishment whose principal business is the sale of pre-prepared or rapidly prepared food directly to the customer in a ready-to-consume state for consumption either within the restaurant building, in cars on the premises, or off the premises.
- (8) Notwithstanding the foregoing, 100 percent of the ground floor space of any newly developed building or land facing Kane Concourse shall be used for the purposes set forth above excluding business and professional offices, including but not limited to physicians, attorneys, real estate offices, medical offices and clinics and stock and commodity broker offices. As used in this subsection, "newly developed" shall mean buildings constructed on vacant land or demolition of any existing building and subsequent construction of a new building. For existing buildings, at least 75 percent of the ground floor space facing Kane Concourse shall be used for the purposes set forth above excluding the above referenced office uses. For existing buildings with two or fewer ground floor uses, at least 50 percent of the ground floor space shall be used for the purposes set forth above excluding the above referenced office uses. If an existing nonconforming use vacates a ground floor space for more than 180 days, any future use shall conform to the use provisions herein.
- (9) Religious institutions provided with any such use are located on the second floor or higher floors of buildings.
- (10) Private clubs, but only upon specific approval at a public hearing and permit from the town council. The applicant shall demonstrate compliance with subsection (8.1)(c)1., 2. and 3. herein.
- (11) Hotels and customary accessory uses, including but not limited to, restaurants, bars, swimming pools, spas and other recreational facilities, and meeting facilities. This shall include the ability of a private school to operate a facility as part of hospitality education, provided the school is open to the general public.
- (12) Duly licensed home occupations are permitted subject to the requirements of the Town Code for those uses.
- (13) Convention organization services; community centers; show and film direction or production; import/export services; interior design; internet sales and service; municipal offices, parking facilities

and related functions; parking of motor vehicles as accessory uses; valet parking services if approved by the town council.

- (14) Dry cleaning pick-up and delivery provided no on-site dry cleaning occurs; tailors, clothing alterations.
- (15) Other similar uses may be permitted by the town council, provided that such uses are compatible with and do not adversely affect the character of the district.
- (16) Activities occurring on the rooftop of the building shall be subject to the following restrictions:
 - (a) Uses and facilities shall be limited to recreational facilities for the building tenants, such as jogging/walking paths, swimming pool and/or spa, sun decks, seating areas, food preparation and/or serving areas (barbecue grill/sink/storage) and similar facilities.
 - (b) Passive recreational activities, such as jogging, walking, conversation, eating, meditation, and similar passive recreational activities shall be permitted, provided no such rooftop activities shall occur prior to 8:00 a.m. or after 11:00 p.m. from Sunday through Thursday, and prior to 8:00 a.m. or after 12:00 a.m. (midnight) on Friday and Saturday.
 - (c) No commercial business activities shall operate on the building rooftop, unless specifically approved by the town council at an advertised public meeting. A commercial business is defined as one holding a valid town business tax receipt (formerly known as occupational license) or certificate of use.
 - (d) All electrical loudspeakers, amplifiers or musical instruments shall limit sound emission for background music or entertainment purposes, regardless of whether it is "live" or recorded. Such sound emissions shall not exceed 70 decibels at any time at its source, in accordance with the town's noise ordinance (article II of chapter 12).
 - (e) Certain limited events and/or functions such as charity events, fundraising receptions, cocktail parties and the like may be permitted for the building owner or tenants, their guests and invitees, if approved in writing by the town manager, prior to the event and/or function occurring. All such requests shall be submitted to the town manager's office, on a form provided by the town, at least 24 hours in advance of the event/function, except that the town manager may approve, but is not required to approve, an event/function on short-term notice based on special circumstances. At a minimum, the application form information shall include:
 - 1. The name, address, telephone number and e-mail address of the tenant/sponsor;
 - 2. The name, address, telephone number, e-mail address and signature of the building/property owner and any designated property manager;
 - 3. The estimated number of persons attending;
 - 4. A description of the purpose of the event/function;
 - 5. The hours of the event/function;
 - 6. A description of any planned beverage/food or entertainment; and
 - 7. An off-street parking plan to accommodate the attendees (if required).
 - (f) All events and/or functions must be sponsored or hosted by the building owner or a building tenant, with the building owner's written consent. The building owner shall sign the town's request form or submit a separate written consent letter to the town with the request. No such limited rooftop event/function activities shall occur prior to 9:00 a.m. or after 11:00 p.m. on Sunday through Thursday and prior to 6:00 p.m. or after 12:00 a.m. (midnight) on Friday or Saturday.
 - (g) No bright lights, globes, strobes or flashing lights shall be permitted.

- (h) The town reserves the right to order that any activities causing a nuisance be altered immediately to comply with Town Code provisions, or to close any activity immediately that is deemed to be in violation of this criteria that negatively affects properties both within the town and within adjoining communities.
 - (i) Should these land development regulations conflict with any previously approved limitations for rooftop uses, the provisions set forth herein shall take precedence.
- (17) *Prohibited uses.* In the B-1 business district, no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed, or structurally altered which is designed, arranged, or intended to be used or occupied for any of the following uses: Thrift shops or stores selling secondhand merchandise; pawn stores, gas stations; ~~the sale~~, leasing, rental, ~~display~~, or repair of automobiles, trucks, boats trailers or recreational vehicles; tattoo parlors or body piercing; check cashing stores; psychic or fortune tellers; flea markets; adult entertainment establishments; shops or stores selling dogs and cats; any use not specifically listed, unless permitted by the town council. Notwithstanding the above, bona fide antique or vintage stores selling clothing, accessories, jewelry and furnishings may be permitted by the town council so long as such stores are compatible with and do not adversely affect the character of the district. Antique and vintage sale items, as opposed to thrift or secondhand stores, are characterized as items from earlier periods of time. By way of example (in 2011), vintage items are typically from the time period prior to 1980 and antique items are typically from the time period prior to 1920 having some intrinsic value.

AGENDA ITEM REPORT

October 8, 2025

ITEM NUMBER: 19.

ITEM: Consideration and approval of an Ordinance on Second Reading of the Town Council of the Town of Bay Harbor Islands, Florida, amending Chapter 16, the Town of Bay Harbor Islands employees retirement system, to provide an election for an increased contribution rate for members who are appointed to serve as Town Manager. Sponsored by Vice Mayor Stephanie Bruder, Council Member Teri D'Amico, Council Member Joshua Fuller and Council Member Robert Yaffe.

DESCRIPTION:

An Ordinance on Second Reading of the Town Council of the Town of Bay Harbor Islands, Florida, amending Chapter 16, the Town of Bay Harbor Islands employees retirement system, to provide an election for an increased contribution rate for members who are appointed to serve as Town Manager. Sponsored by Vice Mayor Stephanie Bruder, Council Member Teri D'Amico, Council Member Joshua Fuller and Council Member Robert Yaffe.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

There is no Financial Impact for FY 2024-2025. The ordinance is estimated to increase the annual contribution required from the Town for the police officers' portion of the plan by 3.20% of payroll, or by \$75,583 for the 2025/26 fiscal year.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
N/A					\$0.00

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	Town Manager Ordinance Amendment (15May2025)
2.	ImpactStatement_Ordinance_2025PolicePortion

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, AMENDING ARTICLE II, ELIGIBILITY AND MEMBER CONTRIBUTIONS TO PROVIDE AN ELECTION FOR AN INCREASED CONTRIBUTION RATE FOR MEMBERS WHO ARE APPOINTED TO SERVE AS TOWN MANAGER; AMENDING ARTICLE III, RETIREMENT DATES TO PROVIDE A NORMAL RETIREMENT DATE RELATED TO SAID ELECTION; AMENDING ARTICLE IV, RETIREMENT BENEFITS, TO PROVIDE A BENEFIT RATE RELATED TO SAID ELECTION; AMENDING ARTICLE PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands intends to revise the Town of Bay Harbor Islands Employees Retirement System ("Retirement System") to amend certain conditions relating to the participation of the Town Manager in the Retirement System; and

WHEREAS, the Town Council has received and reviewed an actuarial impact statement related to these changes.

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

Section 1. That Chapter 16, **Retirement System, Article II, *Eligibility and Member Contributions*, Section 16-20, Persons eligible and persons ineligible**, of the Code of Ordinances of the Town of Bay Harbor Islands, is hereby amended by adding the following underlined language and deleting the stricken language as follows:

Sec. 16-20. Persons eligible and persons ineligible.

(a) All full-time, salaried or hourly paid general employees (except as provided below with respect to the town manager) and police officers initially employed on or after October 1, 1980, shall become members of the retirement system upon the completion of one year of continuous employment. All full-time, salaried or hourly paid general employees and

police officers as of September 30, 1980, and who are not as of such date members in the retirement system shall be eligible for membership at any time on or after the completion of one year of continuous employment, with membership service to include the one year period prior to commencement of member contributions.

~~(b) The town manager~~ A town manager who is not a member of the Retirement System on the date of his or her appointment may, within six calendar months after appointment to that position ~~may~~ make a one-time irrevocable election to participate ("opt in") in the retirement system by delivering a written notice thereof, dated and signed as town manager, to the retirement system and town finance officer. The town manager's election to opt in shall be subject to approval by the town council. Should the town manager elect to opt in, and such election be approved by town council, the years or fractional parts of years accrued as town manager shall be added to the member's years of credited service under the following terms and conditions:

- (1) The member contributes to the retirement system the full actuarial cost of all service credits, including the first year of employment, purchased hereunder.
- (2) The purchase of credited service under this subsection by a member shall be paid in full no later than the December 31 prior to retirement in accordance with the terms, rules, procedures and regulations established by the board of trustees. If full payment is not made prior to the December 31 prior to retirement, then the member, upon retirement, shall not receive credited service for the actuarial equivalent of the balance owed.
- (3) Payment for the benefits provided in this section may be made in one or more of the following manners:
 - ~~(a)~~(I) Cash lump sum payment.
 - ~~(b)~~(II) Direct rollovers or member rollover contributions from other plans. The fund will accept either a direct rollover of an eligible rollover distribution or a member contribution of an eligible rollover distribution from a qualified plan described in section 403(a) of the Internal Revenue Code, from an annuity contract described in section 403(b) of the Internal Revenue Code, or from an eligible plan under section 457(b) of the Internal Revenue Code, which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. The retirement system will also accept a member rollover contribution of the portion of a distribution from a qualified plan described in section 401(a) of the Internal Revenue Code, or from an individual retirement account or annuity described in section 408(a) or 408(b) of the Internal Revenue Code, that is eligible to be

rolled over and would otherwise be includible in the member's gross income.

(c) Current members of the retirement system who are subsequently appointed to the position of town manager, within six calendar months of being appointed, shall have a one-time irrevocable election not to continue participating ("opt out") in the retirement system by delivering a written notice thereof, dated and signed as town manager, to the retirement system and town finance officer. Any such current member of the retirement system who is appointed town manager and ~~elects not to~~ does not opt out within the prescribed time shall continue to accrue credited service and participate in the retirement system in all respects, including as provided in subsection (d).

(d) Effective [date], a current police officer member who is subsequently appointed to the position of town manager, and who does not opt-out of the Retirement System as provided for in subsection (c), may elect, within sixty days of the expiration of the opt-out period as provided in subsection (c), to contribute to the Fund at an increased mandatory employee contribution rate as provided in Sections 16-21(c) in exchange for an increased benefit multiplier and potentially earlier normal retirement date with respect to their Credited Service as the town manager. In the case of such an election, the normal retirement date and the benefit rate determined in accordance with sections 16-30(a)(3) and 16-40(a)(2), respectively, shall apply with respect to all years of Credited Service accrued as town manager. The election of the higher contribution rate shall be irrevocable and shall apply to all years of Credited Service as the town manager.

(e) The following shall not be eligible for participation in the retirement system:

- (a)(1) Members of the town council;
- (b)(2) Elected officials;
- (c)(3) Independent contractors;
- (d)(4) All other persons not falling within the prescribed categories of persons eligible for membership.

Renewed participation window for town manager: Within six calendar months after enactment of this ordinance [Ord. No. 993, adopted on August 8, 2016], the town manager may make a one-time irrevocable election to participate ("opt in") in the retirement system. Any such election shall be made in the manner set forth above, and shall be subject to all terms and conditions set forth in this section.

Section 2. That Chapter 16, **Retirement System, Article II, Eligibility and Member Contributions, Section 16-21, Required and voluntary member contributions**, of the Code of Ordinances of the Town of Bay Harbor Islands, is hereby

amended by adding the following underlined language and deleting the stricken language as follows:

Sec. 16-21. Required and voluntary member contributions.

- (a) *Mandatory contribution rate:* Except as provided in subsection (c), it shall be mandatory for all general employee members of the system to contribute to the fund at the minimum rate of two percent of their compensation. For police officer members of the system, it shall be mandatory to contribute to the fund at a minimum rate of two percent of their compensation prior to October 1, 2005. Effective October 1, 2005, it shall be mandatory for police officer members of the system to contribute to the fund at the rate of seven percent of their compensation. Effective October 1, 2006, it shall be mandatory for police officer members of the system to contribute to the fund at the rate of eight percent of their compensation. Such contributions shall be deposited into the fund each pay period.
- (1) Notwithstanding paragraph (a) above, a police officer member may, solely at the member's option, elect to contribute to the system at the rate of eight percent of the member's compensation retroactively to October 1, 2002.
 - (2) Police officer members that opt to contribute said eight percent retroactively shall be allowed up to a maximum of 36 months from October 1, 2010, (i.e. October 1, 2013) to pay all amounts necessary, as determined by the actuary, to fulfill this requirement.
 - (3) Police officer members that have already contributed in excess of eight percent of the police officer member's compensation since October 1, 2002 shall have such excess amounts refunded to member in full.
- (b) *Additional voluntary contributions:* General employee members (except town managers contributing in accordance with subsection (c)) desiring to increase their benefit accrual rate for membership service may at their individual discretion, elect to make additional, voluntary contributions to the fund such that the total amount will be any full percentage rate from three percent to ten percent. Police officer members may not make additional voluntary contributions after October 1, 2005.
- (c) Contributions for elections in accordance with Subsection 16-20(d): It shall be mandatory for a town manager who makes an election in accordance with subsection 16-20(d), to contribute to the Fund at the rate of eight percent of their Compensation. No additional voluntary contributions as otherwise described herein shall be permissible.
- ~~(c)(d) Payroll deduction: The town shall cause to be deducted from the compensation of each member for~~ At each payroll period the proper

contribution authorized and payable by the respective members for such payroll period shall be picked-up by the Town in accordance with Section 414(h) of the Internal Revenue Code.

Section 3. That Chapter 16, **Retirement System, Article III, Retirement Dates, Section 16-30, Schedule**, subparagraph (a), *Normal retirement date*, of the Code of Ordinances of the Town of Bay Harbor Islands, is hereby amended by adding the following underlined language and deleting the stricken language as follows:

Sec. 16-30. Schedule.

The respective retirement dates for members shall be as follows:

- (a) *Normal retirement date*: Normal retirement date shall be the first day of the month coincident with or next following ~~the earliest of~~:
 - (1) For general employees (except as provided in Paragraph (3)), the earlier of: the member's fifty-second birthday and the completion of 20 years of credited service; or the member's fifty-fifth birthday and the completion of ten years of credited service; or the member's sixty-fifth birthday without regard to length of credited service.
 - (2) For police officers, the earlier of: the member's fiftieth birthday and the completion of 20 years of credited service; or the member's fifty-fifth birthday and the completion of ten years of credited service; or the member's sixty-fifth birthday without regard to length of credited service.
 - (3) For town managers who make an election in accordance with Section 16-20(d), the completion of twenty years of Credited Service, regardless of age.

Section 4. That Chapter 16, **Retirement System, Article IV, Retirement Benefits, Section 16-40, Schedule**, subparagraph (a), of the Code of Ordinances of the Town of Bay Harbor Islands, is hereby amended by adding the following underlined language and deleting the stricken language as follows:

Sec. 16-40. Schedule.

The retirement benefits for members shall be as follows:

(a) Benefit Rates

(1) Normal retirement benefit: The monthly normal retirement benefit for general employees (except as provided in Paragraph (2)) shall be an amount equal to one-twelfth of one and one-quarter percent of average final compensation times all years of credited service; provided, that with regard to general employees who were employed and accruing credited service on October 1, 2015, the benefit rate shall be increased as follows: to one and one-half percent (1.50%) for all credited service earned from October 1, 2010 to September 30, 2016, and to one and three-quarters percent (1.75%) for all credited service earned on or after October 1, 2016. The monthly normal retirement benefit for police officers shall be an amount equal to one-twelfth of one and three-quarters percent of average final compensation times all years of credited service; provided, that effective October 1, 2005, said retirement benefit for police officers shall be increased to a total of three percent for years of credited service on or after October 1, 2005, and effective October 1, 2006, said retirement benefit for police officers shall be increased to a total of three and one-quarter percent (3.25%) for years of service on or after October 1, 2006, and effective October 1, 2014 said retirement benefit for police officers shall be increased to a total of three and one-half percent (3.50%) for years of service on or after October 1, 2014; however, as regards general employee members who make voluntary, additional contributions, the benefit percentage accrual rate shall be as shown in the following table, and as regards police officer employees who made voluntary, additional contributions with respect to credited service prior to October 1, 2005, the benefit percentage accrual rate shall be as shown in the following table for credited service prior to October 1, 2005:

Total Contribution Rate Including Voluntary Contributions ¹	Benefit Accrual Rate					
	Prior Service		Membership Service ²			
	General	Police	General		Police	
			Service Prior to 10/1/10		Service from 10/1/10 to 09/30/2016	Service on or after 10/1/16
2%			1.250%	1.500%	1.750%	1.750%
3			1.375%	1.625%	1.875%	1.875%
4			1.500%	1.750%	2.000%	2.000%
5			1.625%	1.875%	2.125%	2.125%
6	1.250%	1.750%	1.750%	2.000%	2.250%	2.250%
7			1.875%	2.125%	2.375%	2.375%
8			2.000%	2.250%	2.500%	2.500%
9			2.125%	2.375%	2.625%	2.625%
10			2.250%	2.500%	2.750	2.750%

¹ The added, voluntary rates produce an increase in the benefit accrual rate as respects membership service only and only during such period as the particular contribution rate is in effect.

² Prior Service: Credited service prior to effective date (10/1/69). Membership Service: Credited service subsequent to effective date (10/1/69).

Notwithstanding anything in this subsection paragraph (a) above to the contrary, in accordance with subsection 16-21(a) herein, in the event that a police officer member elects to contribute eight percent of the police officer member's compensation retroactively to October 1, 2002, and has fully paid such amount by or before October 1, 2013, said police officer member's retirement benefit multiplier shall be increased to three and one-quarter percent and applied for pension purposes retroactively to all accrued credited service beginning as of October 1, 2002.

(2) In the case of a town manager who makes an election in accordance with subsection 16-20(d), the monthly normal retirement benefit shall be an amount equal to such member's benefit rate, including both as a police officer and town manager as described here, times their average final compensation times all years of Credited Service, including prior police officer member service and service accrued as a town manager. In such instances, the benefit rate for all Credited Service accrued as a town manager shall be four percent (4%). For the avoidance of doubt, a town manager who makes an election in accordance with subsection 16-20(d) shall have their prior police officer member Credited service included for vesting and final benefit calculation purposes accordingly.

Section 5. That Chapter 16, **Retirement System, Article IV**, Retirement Benefits, **Section 16-83, Deferred retirement option plan (DROP) for sworn employees**, subsection (2), *Eligibility*, of the Code of Ordinances of the Town of Bay Harbor Islands, is hereby amended by adding the following underlined language and deleting the stricken language as follows:

Sec. 16-83. - Deferred retirement option plan (DROP) for sworn employees.

- (1) *Created:* There is hereby created a deferred retirement option ("DROP") plan.
- (2) *Eligibility:* Any member is eligible to enter the DROP on or after his or her normal retirement date as defined in section 16-30. Pursuant to Sec. 16-20(d), a former police officer member who has been appointed to the position of town manager and elected not to opt out, shall remain eligible for participation in the DROP, as described herein, upon attainment of their respective normal retirement date defined in Sec. 16-30(a)3.

Section 6. 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 applications of this Ordinance.

Section 7. 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 this 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 renumbered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 8. 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 9. That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this _____ day of _____, 2025.

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

ISAAC SALVER, MAYOR

ATTEST:

YVONNE P. HAMILTON
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

JOSEPH S. GELLER
TOWN ATTORNEY

TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM

IMPACT STATEMENT FOR ORDINANCE NO.

PART ONE: CERTIFICATION OF THE PLAN ADMINISTRATOR

I have enclosed a copy of Ordinance No. _____ of the Town of Bay Harbor Islands, which ordinance makes the following change to the Town of Bay Harbor Islands Employees Retirement System:

Solely with respect to a police officer who is promoted to Town Manager, the ordinance provides for normal retirement upon the attainment of 20 years of service regardless of age and for a 4% benefit formula multiplier with respect to service earned as the Town Manager and such Town Manager is required to contribute 8% of their pensionable earnings during the period that they serve as Town Manager.

The plan's enrolled actuary, Charles T. Carr of Southern Actuarial Services Company, Inc., was provided with a copy of the proposed ordinance. In addition, the described plan change meets the requirements of Part VII, Chapter 112, Florida Statutes, and Section 14, Article X of the State Constitution.

Chair, Board of Trustees

PART TWO: CERTIFICATION OF THE ENROLLED ACTUARY

Chapter 112 requires disclosure of the effect of changes in assumptions, methods, and plan provisions on certain liabilities. I have determined the impact of Ordinance No. _____ based on the results of the October 1, 2024 actuarial valuation. The ordinance is estimated to increase the annual contribution required from the Town for the police officers' portion of the plan by 3.20% of payroll, or by \$75,583 for the 2025/26 fiscal year (assuming that the ordinance had been effective as of October 1, 2024).

The following tables set forth the required disclosures in connection with the plan change which has been described above:



Police Officers' Portion Of the Plan	As of October 1, 2024 (Old Plan Provisions)	As of October 1, 2024 (New Plan Provisions)
Present value of future expected benefit payments:		
for active participants		
<i>retirement benefits</i>	\$ 14,378,006	\$ 14,464,407
<i>termination benefits</i>	801,662	665,321
<i>disability benefits</i>	91,061	75,912
<i>death benefits</i>	26,261	20,194
<i>return of contributions</i>	33,988	33,988
<i>sub-total</i>	<u>\$ 15,330,978</u>	<u>\$ 15,259,822</u>
for deferred vested participants	\$ 673,717	\$ 673,717
for retired participants and beneficiaries		
<i>retired (other than disab.) & benef.</i>	\$ 3,386,836	\$ 3,386,836
<i>disabled retirees</i>	0	0
<i>sub-total</i>	<u>\$ 3,386,836</u>	<u>\$ 3,386,836</u>
total	<u>\$ 19,391,531</u>	<u>\$ 19,320,375</u>
Entry age normal accrued liability:		
for active participants		
<i>retirement benefits</i>	\$ 10,500,733	\$ 10,890,468
<i>termination benefits</i>	443,972	333,945
<i>disability benefits</i>	45,594	33,577
<i>death benefits</i>	14,458	9,634
<i>return of contributions</i>	19,698	19,698
<i>sub-total</i>	<u>\$ 11,024,455</u>	<u>\$ 11,287,322</u>
for inactive participants	<u>\$ 4,060,553</u>	<u>\$ 4,060,553</u>
total	<u>\$ 15,085,008</u>	<u>\$ 15,347,875</u>
Actuarial value of assets	(15,329,364)	(15,329,364)
Unfunded accrued liability	<u>\$ (244,356)</u>	<u>\$ 18,511</u>
Actuarial present value of accrued benefits	\$ 13,725,465	\$ 14,092,510
Present value of active participants':		
Future salaries	\$ 11,630,976	\$ 10,844,679
Future contributions	\$ 930,479	\$ 867,574
Present value of future contributions from the employer (including expense loading)	\$ 3,247,998	\$ 3,239,747
Total annual compensation (2025/26 FY)	\$ 2,359,608	\$ 2,359,608
Minimum required contribution (2025/26 FY):		
Annual normal cost (incl. expenses)	\$ 787,747	\$ 817,245
Amortization payment	(37,122)	2,812
Interest adjustment	11,787	17,938
Employee contribution	(181,508)	(181,508)
Total	<u>\$ 580,904</u>	<u>\$ 656,487</u>
(% of payroll)	24.62%	27.82%



This actuarial valuation and/or cost determination was prepared and completed by me or under my direct supervision and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate and, in my opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the plan and/or paid from the plan's assets for which liabilities or current costs have not been established or otherwise taken into account in the valuation. All known events or trends which may require a material increase in plan costs or required contribution rates have been taken into account in the valuation.

Respectfully submitted,

Charles T. Carr

Charles T. Carr, A.S.A.
Consulting Actuary
Enrolled Actuary No. 23-04927

7-2-25

Date signed



AGENDA ITEM REPORT

September 11, 2025

ITEM NUMBER: 20.

ITEM: An Ordinance on First Reading of the Town Council of the Town of Bay Harbor Islands, Florida, amending Chapter 16, Article IV, Retirement Benefits, Section 16-40, Schedule, to increase the monthly retirement subsidy to \$425. In accordance with the current collective bargaining agreement between the Town and the Bargaining representative of the Police Officers. (Town Manager).

DESCRIPTION:

An Ordinance on First Reading of the Town Council of the Town of Bay Harbor Islands, Florida, amending Chapter 16, Article IV, Retirement Benefits, Section 16-40, Schedule, to increase the monthly retirement subsidy to \$425. In accordance with the current collective bargaining agreement between the Town and the Bargaining representative of the Police Officers. Sponsored by Vice Mayor Stephanie Bruder, Council Member Teri D'Amico, Council Member Joshua Fuller, and Council Member Robert Yaffe.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

The proposed ordinance increases the monthly retiree health subsidy for police officers from \$375 to \$425 for those retiring on or after October 1, 2025. According to the October 1, 2024, actuarial valuation, this change will result in an estimated increase of \$6,331 in the Town's minimum required contribution for the police officers' portion of the retirement plan in FY 2025–2026. This represents an increase from 2.46% to 2.73% of payroll.

There is no financial impact to the current FY 2024–2025 budget, as the change becomes effective in the following fiscal year.

BUDGET IMPACT:

Submitted By: Sandra Siefken, Finance Director

ATTACHMENTS

1.	Police CBA Subsidy Amendment (V1 30July2025)
2.	ImpactStatement_Ordinance_2025PolicePortion_SubsidyIncrease

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, ARTICLE IV, RETIREMENT BENEFITS, SECTION 16-40, SCHEDULE, TO INCREASE THE MONTHLY RETIREMENT SUBSIDY TO \$425.00 IN ACCORDANCE WITH THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN AND THE BARGAINING REPRESENTATIVE OF THE POLICE OFFICERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a collective bargaining agreement between the Town of Bay Harbor Islands and the South Florida Police Benevolent Association was recently adopted and ratified; and

WHEREAS, the collective bargaining agreement provides for the amendment of the Town of Bay Harbor Islands Employees Retirement System by increasing the monthly Retirement Subsidy provided therein to \$425.00.; and

WHEREAS, the Town Council has received and reviewed an actuarial impact statement related to these changes.

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

Section 1. That Chapter 16, Retirement System, Article IV, *Retirement Benefits*, Section 16-40, Schedule, Subsection (d), Retirement Subsidy, of the Code of Ordinances of the Town of Bay Harbor Islands, is hereby amended by adding the following underlined language and deleting the stricken language as follows:

Sec. 16-40. Schedule.

The retirement benefits for members shall be as follows:

[...]

- (d) *Retirement subsidy:* Notwithstanding any other provision of this article, those police officers retiring after October 1, 2005 and general employees retiring after October 1, 2007, and having attained normal retirement age shall be entitled to a vested percentage, as set forth under normal retirement criteria, of a monthly retirement subsidy of \$350.00 until attaining the age of 65. This retirement subsidy is intended to be used by police officer and general employee retirees for payment of health insurance premiums but is not contingent upon such use. Members that terminate employment with the town and elect to withdraw their contributions shall not be entitled to receive such retirement subsidy. Effective October 1, 2014 for police officers and October 1, 2015 for General employees, the monthly retirement subsidy shall be increased to \$375.00. Effective October 1, 2025 for police officers, the monthly retirement subsidy shall be increased to \$425.00.

[...]

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

Section 3. That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of this 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 renumbered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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

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

PASSED on First Reading this _____ day of _____, 2025.

PASSED and ADOPTED on Second Reading on this _____ day of _____, 2025.

ISAAC SALVER
TOWN MAYOR

ATTEST:

EVELYN HERBELLO
INTERIM TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

TOWN ATTORNEY

**TOWN OF BAY HARBOR ISLANDS
EMPLOYEES RETIREMENT SYSTEM**

IMPACT STATEMENT FOR ORDINANCE NO.

PART ONE: CERTIFICATION OF THE PLAN ADMINISTRATOR

I have enclosed a copy of Ordinance No. _____ of the Town of Bay Harbor Islands, which ordinance makes the following change to the Town of Bay Harbor Islands Employees Retirement System:

Solely with respect to police officers who retire on or after October 1, 2025, the retirement subsidy has been increased from \$375.00 per month to \$425.00 per month.

The plan's enrolled actuary, Charles T. Carr of Southern Actuarial Services Company, Inc., was provided with a copy of the proposed ordinance. In addition, the described plan change meets the requirements of Part VII, Chapter 112, Florida Statutes, and Section 14, Article X of the State Constitution.

Chair, Board of Trustees

PART TWO: CERTIFICATION OF THE ENROLLED ACTUARY

Chapter 112 requires disclosure of the effect of changes in assumptions, methods, and plan provisions on certain liabilities. I have determined the impact of Ordinance No. _____ based on the results of the October 1, 2024 actuarial valuation. The ordinance is estimated to increase the annual contribution required from the Town for the police officers' portion of the plan by 0.27% of payroll, or by \$6,331 for the 2025/26 fiscal year (assuming that the ordinance had been effective as of October 1, 2024).

The following tables set forth the required disclosures in connection with the plan change which has been described above:



Police Officers' Portion Of the Plan	As of October 1, 2024 (Old Plan Provisions)	As of October 1, 2024 (New Plan Provisions)
Present value of future expected benefit payments:		
for active participants		
<i>retirement benefits</i>	\$ 14,378,006	\$ 14,413,695
<i>termination benefits</i>	801,662	804,896
<i>disability benefits</i>	91,061	91,270
<i>death benefits</i>	26,261	26,261
<i>return of contributions</i>	33,988	33,988
<i>sub-total</i>	<u>\$ 15,330,978</u>	<u>\$ 15,370,110</u>
for deferred vested participants	\$ 673,717	\$ 673,717
for retired participants and beneficiaries		
<i>retired (other than disab.) & benef.</i>	\$ 3,386,836	\$ 3,386,836
<i>disabled retirees</i>	0	0
<i>sub-total</i>	<u>\$ 3,386,836</u>	<u>\$ 3,386,836</u>
total	<u>\$ 19,391,531</u>	<u>\$ 19,430,663</u>
Entry age normal accrued liability:		
for active participants		
<i>retirement benefits</i>	\$ 10,500,733	\$ 10,524,013
<i>termination benefits</i>	443,972	445,749
<i>disability benefits</i>	45,594	45,691
<i>death benefits</i>	14,458	14,458
<i>return of contributions</i>	19,698	19,698
<i>sub-total</i>	<u>\$ 11,024,455</u>	<u>\$ 11,049,609</u>
for inactive participants	<u>\$ 4,060,553</u>	<u>\$ 4,060,553</u>
total	<u>\$ 15,085,008</u>	<u>\$ 15,110,162</u>
Actuarial value of assets	(15,329,364)	(15,329,364)
Unfunded accrued liability	<u>\$ (244,356)</u>	<u>\$ (219,202)</u>
Actuarial present value of accrued benefits	\$ 13,725,465	\$ 13,764,400
Present value of active participants':		
Future salaries	\$ 11,630,976	\$ 11,630,976
Future contributions	\$ 930,479	\$ 930,479
Present value of future contributions from the employer (including expense loading)	\$ 3,247,998	\$ 3,287,130
Total annual compensation (2025/26 FY)	\$ 2,359,608	\$ 2,359,608
Minimum required contribution (2025/26 FY):		
Annual normal cost (incl. expenses)	\$ 787,747	\$ 789,720
Amortization payment	(37,122)	(33,301)
Interest adjustment	11,787	12,324
Employee contribution	(181,508)	(181,508)
Total	<u>\$ 580,904</u>	<u>\$ 587,235</u>
(% of payroll)	24.62%	24.89%



This actuarial valuation and/or cost determination was prepared and completed by me or under my direct supervision and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate and, in my opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the plan and/or paid from the plan's assets for which liabilities or current costs have not been established or otherwise taken into account in the valuation. All known events or trends which may require a material increase in plan costs or required contribution rates have been taken into account in the valuation.

Respectfully submitted,

Charles J. Carr/sg

Charles T. Carr, A.S.A.
Consulting Actuary
Enrolled Actuary No. 23-04927

8-5-25

Date signed





**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/ Interim Town Clerk
CC:	Skip Miller, Esq., Consultant Town Attorney
FROM:	Lorrainia Belle Town Planner
DATE:	October 8, 2025
SUBJECT:	Town of Bay Harbor Islands – Amending the Town’s Code of Ordinances to Create Article VII of Chapter 23, Establishing Survey Requirements for New Construction, Additions, and Site Modifications.

CONSIDERATION

Town Council discretion to approve the attached ordinance for the Town Council’s consideration, which would amend the Code of the Town of Bay Harbor Islands to establish survey requirements for new construction, additions, and site modifications. This ordinance aims to ensure proper site verification and compliance with building and drainage regulations throughout the development process.

BACKGROUND

On August 13, 2025, the item was deferred by the Town Council. The proposed amendment was subsequently approved on First Reading at the September 11, 2025, Town Council meeting. It is scheduled for Second Reading on October 8, 2025, with minor adjustments made to clarify the requirements for each type of survey.

The Town of Bay Harbor Islands seeks to strengthen its oversight of new construction and site development by ensuring that all projects meet required setbacks, grading, and drainage standards from the outset. To support this goal, the Town is implementing clearer and more

enforceable survey requirements that allow any errors to be identified and corrected early in the construction process, before they result in costly conflicts or code violations.

In recent years, the Town has experienced issues with new developments not aligning with approved plans, particularly in terms of setbacks and drainage. As flood elevation requirements have increased over time, ensuring proper grading and stormwater flow has become even more critical. In some cases, site elevations have not been accurately implemented, which has led to negative drainage impacts on neighboring properties and increased concerns from residents. Many residents are now reaching out more frequently to verify that projects are being built according to approved designs and elevation standards.

Currently, the Florida Building Code requires a spot survey and a final survey, which are reviewed solely by the Building Official. However, these surveys are not addressed in the Town Code and are not reviewed by the Town Planner or Town Engineer. This gap in oversight has occasionally led to the construction of noncompliant features.

By incorporating specific survey requirements into the Planning and Zoning Code, and by requiring cross-departmental review, the Town will be better equipped to verify compliance throughout all stages of development. This approach will improve quality control, support better enforcement, and build public confidence that all development is proceeding in accordance with approved plans and Town regulations.

ANALYSIS

The proposed ordinance creates a new Article VII in Chapter 23 of the Town Code and establishes the following types of required surveys, each with clearly defined timing and content standards:

- **Pre-construction Survey**
Required before any exterior improvements or site alterations may begin. The survey must be drafted within six (6) months of the permit application date unless verified by affidavit. It must show property boundaries, setbacks, existing structures, impermeable surfaces, and fences.
- **Spot Survey**
Required for any structure with a foundation area of 100 square feet or more. Submitted prior to slab placement and dry-in inspection. Must confirm form board layout, floor elevation, setbacks, and street elevation to ensure proper placement and grading.
- **Final Survey**
Submitted prior to issuance of a Temporary Certificate of Occupancy (T.C.O.) or Certificate of Occupancy (C.O.). Confirms compliance with approved site and grading plans and all applicable setbacks.
- **Topographic Survey**
Required for any work that modifies drainage, including pools, slabs, berms, or swales. Must show final elevations and be submitted alongside the As-Built Survey to ensure proper drainage functionality before final project approval.

All surveys must be prepared, signed, and sealed by a Florida-licensed land surveyor in accordance with state law and Town standards. Surveys will be reviewed by the Building Official, the Town Planner, and the Town Engineer, as applicable, to ensure full compliance with zoning, building, and stormwater regulations.

CONCLUSION

This ordinance strengthens the Town's ability to monitor construction and enforce compliance with zoning, building, and drainage regulations. It promotes consistency in the permitting and inspection process, reduces the likelihood of construction errors, and protects surrounding properties from unanticipated drainage impacts.

By requiring updated and verifiable survey documentation at each critical stage of development—and by involving all relevant Town departments in the review process—the Town can more effectively safeguard the integrity of site improvements and ensure long-term resiliency in new construction.

Town Council may consider approval of amending the Town of Bay Harbor Islands Code to establish formal survey requirements for new construction, additions, and site modifications.

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; ADDING SECTION 23-80 THROUGH SECTION 23-82 TO THE ZONING AND PLANNING CODE TO REQUIRE THE SUBMISSION OF A SURVEY PRIOR TO THE ISSUANCE OF CERTAIN DEVELOPMENT PERMITS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands originally adopted a Zoning and Planning Code in 1957 to regulate and restrict the erection, construction, reconstruction, alteration, location and use of buildings, structures, land and water, for trade, business, residence or other purposes, and the location thereof, and to regulate the size of buildings and other structures hereafter erected or altered, to regulate and determine the size and dimensions of yards, courts and other open spaces, to regulate off-street parking, to limit the percentage of lot coverage, and other such regulations; and

WHEREAS, the Town Council periodically studies various land development trends and issues, and considers strategies and design guidelines to regulate the proper redevelopment of lands within the Town, and amends its Codes accordingly; and

WHEREAS, after studying the existing Code provisions, the Town Council finds that a need exists, and it is necessary and desirable to require the submission of a survey prior to the issuance of certain development permits; and

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

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

Section 1: That the 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 add Section 23-80 through Section 23-82 to require the submission of a survey prior to the issuance of certain development permits, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 3: That 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 13th day of August, 2025.

PASSED on Second Reading this 8th day of October,
2025.

ISAAC SALVER
MAYOR

ATTEST:

EVELYN HERBELLO, TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

GREENSPOON MARDER, LLP
TOWN ATTORNEYS
BY: SKIP MILLER, ESQ

EXHIBIT "A"

ARTICLE VII. Survey Requirements for New Construction Additions and Site Modifications.

Section 23-80.- Definitions.

For the purposes of this article, the following terms shall have the meanings set forth below:

1. **As-Built Survey.** A survey conducted after construction is complete, documenting the final location, dimensions, and layout of all installed features on the property.
2. **Boundary Survey.** A survey that establishes the exact legal boundaries and property lines of a parcel of land. This type of survey is essential for resolving property disputes and determining the precise limits of ownership.
3. **Final Survey.** Also referred to as a post-construction or as-built survey, this survey is performed upon completion of construction to assess the final condition of the property, verify compliance with approved plans and applicable codes, and document any deviations or modifications.
4. **Pre-construction survey.** Also known as a pre-construction condition survey or pre-construction inspection, this is a detailed assessment of a property and its surrounding area, conducted prior to the commencement of any construction activity to document existing conditions.
5. **Spot Survey.** Also referred to as a foundation *or form board survey*, this is a type of land survey conducted to ensure the accurate placement of the foundation forms (wood or other materials) before the pouring of concrete. Any structure with a foundation area of 100 square feet or more must be submitted before the dry-in inspection.
6. **Topographic Survey.** A detailed survey that maps both horizontal and vertical aspects of a site, including elevations, contours, natural and man-made features, and other characteristics relevant to drainage and site grading. Any structure with a foundation area of 100 square feet or more must be submitted before the dry-in inspection.

Section 23-81. Survey Requirements.

This section shall apply to all new principal buildings, additions to existing structures, and site modifications that alter drainage patterns within the Town of Bay Harbor Islands. All surveys must be prepared, signed, and sealed by a Florida-licensed professional land surveyor in accordance with applicable state law and Town regulations.

Surveys must be dated no more than six (6) months prior to the submission of the permit application to the Town, unless the survey was previously submitted and accepted as part of the Development Review Committee (DRC) or Design Review Board (DRB) approval process.

1. The Pre-Construction Survey. Prior to the issuance of any permit for exterior improvements, alterations, or site work on a property, a Pre-construction Survey shall be submitted. The survey shall be prepared by a Florida-licensed land surveyor and shall include, at a minimum:
 - a) Property boundaries;
 - b) Existing easements and servitudes;
 - c) Existing paved areas and impervious surfaces;
 - d) All existing structures and setbacks, including sheds, accessory buildings, swimming pools, pool decks, screen enclosures, fences, walls and etc.

2. Spot Survey. For any permitted structure involving a foundation or concrete slab of 100 square feet or more, a foundation survey shall be submitted prior to the placement of the slab and before requesting the dry-in inspection. This survey shall be prepared by a licensed Florida surveyor and shall include the following:

- a) The staked location of the structure on the property;
- b) Rear, front, and side yard setbacks;
- c) The elevation of the lowest habitable floor;
- d) Finished floor elevation of the lowest slab; and
- e) Elevation of the crown of the nearest road.

No foundation or slab work may proceed until the survey is reviewed and approved by the Building Department. No dry-in inspection shall be approved until the survey is accepted.

3. As-Built Survey. An as-built survey shall be conducted after the foundation or concrete slab has been poured and shall be submitted prior to the commencement of any vertical construction. At the Town's discretion, an as-built survey may also be required at any stage during construction to verify compliance with approved setbacks and applicable regulations.
4. Final Survey. Prior to the issuance of a Temporary Certificate of Occupancy (T.C.O.) or Certificate of Occupancy (C.O.), pursuant to Sec.23-14, a final as-built survey must be submitted to and approved by the Building Department. The survey shall confirm compliance with:
 - a) Approved site and building plans;
 - b) Elevation and grading requirements; and
 - c) All applicable setbacks.
5. Topographic surveys. For any permitted work that alters the existing drainage pattern of a property, including but not limited to installation of slabs, pools, berms, swales, or other drainage features, a topographic survey shall be submitted in addition to the pre-construction survey. The topographic survey must be prepared by a Florida-licensed land surveyor and shall reflect final grading, drainage patterns, elevations, and compliance with approved drainage plans. This survey must be submitted to the Town and approved prior to the commencement of any construction activity. The purpose of the topographic survey is to identify potential issues such as inadequate drainage, flood-prone areas, unstable soil conditions, erosion risks, subsidence, or proximity to existing structures, thereby allowing for the implementation of necessary preventative measures before construction begins.
 - a) If the survey does not demonstrate adequate drainage, the installation of a retention wall shall be required.

Section 23-82. Enforcement and Compliance

Failure to submit any required survey as mandated by this Article shall be deemed a violation of the Town Code. Such violation may result in enforcement actions including, but not limited to, the withholding of inspections, issuance of stop work orders, revocation of permits, or denial of a Certificate of Occupancy or Certificate of Completion. Penalties and fees may also be imposed in accordance with [Section 12-27](#) of the Town Code.



TOWN OF BAY HARBOR ISLANDS PLANNING AND ZONING DEPARTMENT MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager Evelyn Herbello, Deputy Town Manager/ Interim Town Clerk
CC:	Morris (Skip) Miller, Esq., Consultant Town Attorney
FROM:	Lorrainia Belle Town Planner
DATE:	October 8, 2025
SUBJECT:	Town of Bay Harbor Islands – Amending the Town’s Code of ordinances related to construction off-site parking.

RECOMMENDATION

Town Council discretion to approve the attached Ordinance amending the Code of the Town of Bay Harbor Islands to prohibit off-site construction parking.

BACKGROUND

The proposed amendment was approved on First Reading at the Town Council meeting held on September 11, 2025. It is scheduled for Second Reading on October 8, 2025. Minor revisions have been incorporated to clarify that off-site parking or leasing is prohibited and to provide a definition for construction workers.

The Town has experienced ongoing issues related to construction worker parking throughout the community. Despite existing requirements for construction staging plans, including designated parking locations for all workers, numerous construction projects have failed to adequately manage off-site parking. Workers have been observed parking inappropriately throughout the Town, including in residents’ reserved parking spaces, along public rights-of-way, and in other unauthorized areas.

While the code currently allows the Town to review and approve staging plans, including worker parking arrangements, enforcement has become increasingly difficult. The uncontrolled nature of off-site parking has caused significant disruption to residents and local businesses. In response, the Town is considering a code amendment to prohibit all off-site construction worker parking within Town limits.

ANALYSIS

The proposed amendment eliminates all provisions that previously allowed for off-site parking and requires that all construction-related parking be contained within the boundaries of the project site. This change is intended to ensure that worker vehicles do not encroach upon neighboring properties, resident parking, or public spaces.

To accommodate current projects, the ordinance provides a 30-day grace period from the effective date for construction sites to bring their parking operations into full compliance.

In addition, the ordinance includes significantly increased penalties for violations to support stronger enforcement:

- First violation: \$5,000 fine
- Second violation: \$10,000 fine
- Third or subsequent violation: Issuance of a Stop Work Order pursuant to Section 12-27

These changes reflect the Town's interest in preserving the quality of life for its residents and ensuring that construction projects are managed responsibly.

CONCLUSION

The Town Council may consider approval of the ordinance on first reading. The amendment would address concerns related to construction worker parking and strengthen the Town's ability to manage active construction sites by eliminating off-site parking allowances and imposing stricter penalties.

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 CODE OF ORDINANCES RELATED TO BUILDING AND CONSTRUCTION ACTIVITIES; AMENDING ARTICLE 1 OF CHAPTER 5 ENTITLED BUILDINGS AND CONSTRUCTION BY REVISING SECTION 5-5 PERTAINING TO PARKING AT CONSTRUCTION SITES; 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 Building and Construction Code for the community in 1961; and

WHEREAS, the Town Council periodically studies various land development trends and issues, and considers strategies and design guidelines to encourage the proper development and re-development of lands within the Town, and amends its Codes accordingly; and

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

WHEREAS, the Town 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 Building and Construction Code is hereby amended to modify Section 5-5, "Construction site operations", 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 11th day of September, 2025.

PASSED on Second Reading this TBA.

ISAAC SALVER
MAYOR

ATTEST:

EVELYN HERBELLE, INTERIM
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

GREENSPOON MARDER, LLP
TOWN ATTORNEYS
BY: MORRIS G. (SKIP) MILLER, ESQ.

Exhibit "A"

Amendments to the Town of Bay Harbor Islands Code of Ordinances

Chapter 5 – Buildings and Construction

Sec. 5-5. Construction site operations.

It is the purpose of this section to promote the public health, safety, and general welfare and to minimize public and private losses arising as a result of unauthorized access to construction sites, or from loose and unsecured materials at construction sites during emergency weather conditions, to minimize exposure and prohibit activities which may pose a danger to persons located off the construction site, from debris, materials or activities carried on at the construction site by enacting the following regulations.

1. *Definitions.* The following words or phrases when used in this section shall have the meanings ascribed to them herein:
 - (a) *Construction site* includes all sites where new construction, renovations, or additions take place, other than just interior work that is not visible to the exterior of the premises, and any construction that shall include excavation or exposure of the interior of an existing structure. A construction site shall not include paving or repaving of a driveway, or other re-surfacing and/or minor interior renovations or construction that is not exposed to the elements.
 - (b) *Construction workers.* An individual who is employed to perform labor or services as part of a construction crew on a construction site, including but not limited to tasks involving building, demolition, excavation, grading, or other site development activities.
 - (c) *Secure*, in reference to items, includes fastening down or removing all hazardous objects, including but not limited to, such as construction shacks, temporary toilets, roofing tile, building materials, trash, forms, insecure structures, and temporary electric service poles. The term "secure" as applied to construction site access, includes protecting the construction site, during the hours described herein in paragraph (i), by way of locked fence surrounding the perimeter of the site and/or the provision of a security.
 - (d) *Debris control.* A construction site shall be maintained in a neat and orderly manner. A trash enclosure, dumpster, or other container shall be maintained in the construction site at all times. Loose debris shall be placed within the enclosure. A cover shall be maintained over such debris containers during periods when no construction activity is taking place and at the end of each construction day.
 - (e) *Erosion and run-off control.* In compliance with the town's National Pollution Discharge Elimination System (NPDES) permit requirements, prior to beginning any clearing, grubbing, or construction activities, as part of the building permit process, the contractor shall submit a plan (Erosion and Sediment Control Plan) detailing the location and handling of materials, soils and outlining the actions that will be taken to prohibit run-off of dirt, sand, fluids, vegetation or any other item into the town's stormwater system or onto adjacent property and waterways. Piles of soil, or any other methods approved by the town, shall provide for a containment area to reduce run-off.

- (f) *Temporary bathroom facilities.* Temporary bathroom facilities shall be placed at a location that minimizes visibility from off-site. Any such facility shall be located behind a temporary construction fence, which shall completely screen the construction site on all sides. The bathroom facilities shall be maintained in sanitary condition and emptied on a regular basis. Failure to do so will constitute a violation of this section. No temporary bathroom facility may be kept on a construction site unless construction activities are actively occurring.
- (g) *Vegetation maintenance.* Vegetation such as grass, shrubs, trees, and groundcovers shall be maintained in such a fashion so that the construction site does not appear overgrown or unkempt. Within 30 days of demolition of an existing structure, the construction site must be graded to be generally level with no piles of debris or fill material, sodded, and properly maintained, until such time as a construction fence is erected and construction activity begins. If more than 90 calendar days occur between the demolition of an existing structure and new construction, unless otherwise approved by the building official for unusual circumstances or safety reasons, the temporary construction fence and all construction related equipment and materials must be removed from the site, and the lot sodded and maintained until actual construction occurs. If for any reason construction activities cease for a time period exceeding 30 days, the town shall require that the site and any improvements therein be secured, the temporary construction fence fortified, and construction related equipment and materials removed from the site, until actual construction occurs again.
- (h) *Temporary construction fence.* A temporary construction fence screening the construction site shall be erected and maintained in good order at all times. The temporary construction fence shall be erected and completely in place as a requirement for the issuance of a building permit and prior to the beginning of construction activities. The temporary construction fence shall be an eight-foot-high chain link fence with a screening material attached to visually screen and minimize impact to neighboring properties which may be affected by construction site dust and debris. The exterior face of such temporary construction fencing shall have a fabric mesh attached thereto with a town-adopted decorative graphic. The town will pre-select the allowable decorative fabric mesh design(s). This requirement applies to all exterior faces of such fences (street(s)/rear/sides); however, this provision regarding decorative fabric mesh shall not be applicable to temporary construction fences on the West Island. The town manager or their designee shall administer and enforce these provisions. A fence permit is required for the temporary construction fence. The fence installed must be inspected, and the fence permit must be closed-out by the building department prior to the issuance of a building permit for the development.
- (1) A temporary construction fence will be required for all new construction and substantial renovations.
 - (2) Work being done within the unit is exempt from this requirement. However, if a temporary bathroom facility and/or a dumpster is to be located on site, the temporary construction fence must be installed.

- (3) Work on pools, pool installations or substantial renovations will require a temporary construction fence at all times to avoid health and safety hazards. Also pools undergoing renovations and new pools being installed must be emptied of accumulated water at all times.
- (i) *Construction staging plan.* The owner, occupant or user of any construction site for a commercial and multifamily project, shall be required to present a plan to the town manager or his/her designee for approval prior to the issuance of a building permit by the building official. The plan shall include, but shall not be limited to, the following elements:
 - (1) Parking provisions for construction workers are shall be permitted only on the designated project site. Off-site parking or the leasing of alternative parking locations is strictly prohibited. All construction workers shall be transported into Town via shuttle or bus service. Effective as of [APPROVAL DATE], all existing construction projects utilizing off-site parking shall have thirty (30) calendar days from that date to achieve come into full compliance with this provision.
 - (2) General traffic and detours including specific routes to and from the construction site.
 - (3) Delivery and location of cranes.
 - (4) Delivery and storage of materials.
 - (5) Use of state certified flaggers with state approval equipment and/or off-duty police officers. Off-duty police officers will be required for the following activities: a complete street closure for more than one hour, a concrete pour lasting more than six hours, when cranes are delivered and set-up and when they are being removed from the construction site, and any other activity as may be required by the town manager or his designee. Certified flaggers may be used for normal deliveries and short time single lane closures.
 - (6) Construction fencing with visual/dust barrier.
 - (7) Construction signs.
 - (8) Temporary construction trailer approval required by the town manager in subsection 23-4(7), provided:
 - a. The location of any trailer provides for safe and efficient completion of the project with minimal disruption to existing residents, businesses, parking or traffic flows, and to ensure that public services and facilities are available.
 - b. No more than one trailer is permitted per development site.
 - c. No trailer may exceed one-story/12 feet in height above grade.
 - d. No trailer may exceed 530 square feet in size.
 - e. No trailer shall be located within five (5) feet of any property line.

- f. The location of the trailer shall be approved by the town manager to minimize the impact on neighboring properties.
 - g. The trailer and all related temporary facilities shall be removed from the site prior to the issuance of a certificate of occupancy.
 - h. Construction trailers are permitted to be located on a neighboring staging area if proof is submitted that the property owner agrees to its proposed location. Parking in the vicinity of the off-site trailer is strictly prohibited.
- (9) Temporary sales office approval is required at the discretion of the town council in subsection 23-4(7), provided:
 - a. The location of any office provides for safe and efficient completion of the project with minimal disruption to existing residents, businesses, parking or traffic flows, and to ensure that public services and facilities are available.
 - b. No office may exceed one story/12 feet in height above grade.
 - c. The office and all related temporary facilities must be removed prior to the issuance of a certificate of occupancy.
- (10) Use of meter parking spaces is strictly prohibited.
- (11) Use of right-of-way.
- (12) Provisions for pedestrian safety and pedestrian paths.
- (13) Location of construction dumpsters and temporary bathroom facilities.
- (14) Any other issues which may uniquely relate to a particular construction site.
- (j) Staging plans shall be required for single family, multi-family and commercial projects. The construction staging plan shall be presented to the town during the DRC and/or DRB process, in the form of site plans, location maps, critical path diagrams, and explanatory commentary. The building and zoning department will coordinate the review of the construction staging plan with the public works department, town engineer, police department, building official, town planner, code compliance department and town manager's office. Off-site parking within the Town limits is strictly prohibited. No permit shall be issued on a construction project which requires a construction staging plan, until such plan has been approved by all the appropriate departments.
- (k) *Job site maintenance.* The owner, occupant or user of a construction site shall complete job site maintenance a minimum of twice daily within specific time frames: between 9:00 a.m. to 11:00 a.m. and between 4:00 p.m. to 6:00 p.m., Monday through Friday. Pursuant to section 12-26(1)(a), no construction activities are permitted on Saturdays or Sundays, except for watering for dust mitigation purposes. Watering maintenance on Saturdays and Sundays will be required unless the building official determines it is unnecessary. Legal holidays are exempt from any job site maintenance activities. Daily job site maintenance shall include the following:

- (1) Sweeping of public roadways which are directly affected by construction site dust, debris or activities;
 - a. A magnetic sweeper is required for picking up ferrous materials like nails, screws, metal shavings, and other small metallic objects.
 - (2) Pick up and disposal of litter at or generated by the construction site;
 - (3) Washing down of any street signs or public facilities which are impacted by dust or debris from the construction site activity;
 - (4) Stacking of construction materials in a manner which assures that the materials and the material packaging shall not fall or be transported into any canals, drainage facilities or other water bodies in the vicinity of adjacent to the site;
 - (5) Watering of exposed loose earth at the site so as to minimize off-site transport of particulate matter.
 - (6) Compliance with additional job site maintenance components which are described in an applicable construction staging plan for the construction site.
- (l) *Job site security.* The owner, occupant or user of a construction site shall secure the construction site from unauthorized access between the hours of 6:00 p.m. and 9:00 a.m. of the next day by the use of a locked fence and/or security, assuming construction activities are occurring during the day. In the event that a hurricane watch is issued by the United States Weather Bureau, the owner, occupant or user of a construction site shall comply with the requirements of section 8-16 of the Miami-Dade County Code, by taking all steps necessary to secure the construction site, including removal or securing of hazardous or loose objects.
- (m) *Parking.* Motor vehicles which are used by construction workers and others involved in the construction of the project at the site for the purpose of commuting to and from the construction site, shall not be parked off the construction site. ~~except in the area or location which shall be first approved in writing by the town manager or his/her designee.~~ Parking areas within the construction site are to be properly screened from the public and shall not be detrimental to the surrounding neighborhood. The town approval shall be based on assuring that: public streets or right-of-way are not blocked; that adequate parking remains for existing residences and businesses; and that any impact to public parking resources is mitigated. Effective as of [APPROVAL DATE], all existing construction projects utilizing off-site parking shall have thirty (30) calendar days to bring such parking arrangements into full compliance with this section.
- (n) *Public right-of-way.* Any construction vehicles or equipment involved in construction at a construction site which block a public roadway or right-of-way shall require a town right-of-way use permit and approval, with appropriate conditions, as issued by the town manager or his/her designee, 72 hours in advance of any such activities which impact a public right-of-way.

- (o) *Netting.* All structures exceeding 30 feet in height shall provide a dust/debris netting barrier erected in such a way to completely surround the structure. Structures being erected on waterfront lots and exceeding 20 feet in height shall provide a dust/debris netting barrier on the portion of the structure facing the water. The type of netting material shall be identified in the construction staging plan and is subject to town approval.
- (p) *Enforcement.* Failure to abide by the provisions of this section shall constitute a violation of the Town Code. Each day that a violation continues shall be deemed a separate violation. Any owner, occupant or user of a construction site who fails to correct a violation of this section ~~after being given notice by the town, shall have a fine imposed in the amount of \$250.00 for the first violation and \$500.00 for a subsequent or repeat violation. If the violation is corrected within the time prescribed in the notice, then the fine shall be waived unless the violation is irreparable or irreversible in nature.~~ after receiving notice from the Town shall be subject to the following penalties:
- (1) A fine of \$5,000.00 for the first violation;
 - (2) A fine of \$10,000.00 for a second violation;
 - (3) For any subsequent or repeat violation, a Stop Work Order shall be issued pursuant to Section 12-27.

If the violation is corrected within the time prescribed in the notice, the fine shall be waived unless the violation is determined to be irreparable or irreversible in nature.



TOWN OF BAY HARBOR ISLANDS PLANNING AND ZONING DEPARTMENT MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager Evelyn Herbello, Deputy Town Manager/ Interim Town Clerk
CC:	Morris (Skip) Miller, Esq., Consultant Town Attorney
FROM:	Lorrainia Belle Town Planner
DATE:	October 8, 2025
SUBJECT:	Town of Bay Harbor Islands Ordinance Amendment – Regulation of Materials for Garage and Carport Enclosures.

RECOMMENDATION

Town Council discretion is requested to approve the ordinance amending the Code to limit the use of transparent glass or similar materials in garage and carport enclosures to no more than 25% of the total exterior surface area, and to reinforce existing references to garage area limitations for single-family homes.

BACKGROUND

The proposed amendment received First Reading approval at the September 11, 2025, Town Council meeting and is scheduled for Second Reading on October 8, 2025, with no modifications.

The Town Code currently allows the enclosure of existing garages and carports serving single-family and multi-family residences, provided the finished floor elevation is, or is raised to, at least 18 inches above grade. These provisions are already consistent with federal, state, and county flood elevation regulations.

As the Town continues to see reinvestment in existing properties and new development, there is a growing interest in the design and material choices for garage and carport enclosures. In order to preserve the architectural character of the community and ensure

consistency with privacy and transparency standards, a clarification to the existing ordinance is proposed.

ANALYSIS

The proposed amendment does not change the current elevation or enclosure requirements, which remain in full effect.

What is new is the addition of language regulating the materials permitted for such enclosures. Specifically:

- Transparent glass or similar materials may be used for the enclosure of garages or carports or in new development, provided they do not exceed 25% of the total exterior surface area of the enclosed structure.
- This limitation helps maintain privacy, avoids overly transparent facades, and ensures visual harmony with surrounding properties.

The amendment also clarifies that garage area limitations for single-family homes shall continue to be governed by Section 23-11(A)(10) of the Code, reinforcing an existing standard within the zoning regulations.

EXECUTE

This ordinance amendment adds language to the Town Code restricting the use of transparent glass and similar materials in garage and carport enclosures to no more than 25% of the total exterior surface area. It does not alter any existing requirements related to elevation or enclosure eligibility, which remain in place. The amendment also reinforces a cross-reference to existing garage size limits for single-family homes.

CONCLUSION

This code amendment adds a simple but important design regulation that promotes consistency and privacy in garage and carport enclosures while preserving flexibility in material use. Elevation and enclosure standards remain unchanged.

Town Council may consider approval of the ordinance at its discretion.

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 CODE OF ORDINANCES RELATED TO BUILDING AND CONSTRUCTION ACTIVITIES; AMENDING ARTICLE 1 OF CHAPTER 5 ENTITLED BUILDINGS AND CONSTRUCTION BY REVISING SECTION 5-17 PERTAINING TO MATERIALS USED FOR GARAGES OR CARPORTS AND GARAGE AREA LIMITATIONS FOR SINGLE-FAMILY HOMES; 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 Building and Construction Code for the community in 1961; and

WHEREAS, the Town Council periodically studies various land development trends and issues, and considers strategies and design guidelines to encourage the proper development and re-development of lands within the Town, and amends its Codes accordingly; and

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

WHEREAS, the Town 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 Building and Construction Code is hereby amended to modify Section 5-17, currently entitled "Elevation of dwellings,

garages and carports”, 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 11th day of September, 2025.

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

ISAAC SALVER
MAYOR

ATTEST:

EVELYN HERBELLO, INTERIM
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

GREENSPOON MARDER, LLP
TOWN ATTORNEYS
BY: MORRIS G. (SKIP) MILLER, ESQ.

Exhibit “A”

Amendments to the Town of Bay Harbor Islands Code of Ordinances

Chapter 5 – Buildings and Construction

ARTICLE I. – IN GENERAL

Sec. 5-17. ~~Elevation of dwellings, garages and carports~~ Garage and Carport Elevation, Enclosure and Material Requirements.

Elevations of single-family and multi-family dwellings, including garages and carports, shall comply with all applicable flood elevation regulations established by the United States, the State of Florida, and Miami-Dade County. However, existing garages and carports serving single-family or multi-family residences may be enclosed, provided the finished floor elevation is, or is raised to, at least 18 inches above grade. Materials used for new development or for the enclosure of existing garages or carports may include transparent glass or similar materials, provided that such materials do not exceed 25% of the total exterior surface area of the enclosed structure. Garage area limitations for single-family homes shall be governed by the provisions of Section 23-11(A)(10) of the Code.



TOWN OF BAY HARBOR ISLANDS PLANNING AND ZONING DEPARTMENT MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager Evelyn Herbello, Deputy Town Manager/ Interim Town Clerk
CC:	Morris (Skip) Miller, Esq., Consultant Town Attorney
FROM:	Lorrainia Belle Town Planner
DATE:	October 8, 2025
SUBJECT:	Town of Bay Harbor Islands – Adding to the Town’s Code Ordinance in Regulating Fats, Oils, Grease (FOG), and Hair Interceptor Maintenance for Food Service and Grooming Establishments

RECOMMENDATION

Town Council discretion to approve the attached ordinance regulating the installation, maintenance, inspection, and reporting requirements for grease control devices and hair interceptors. This ordinance will enhance the protection of the Town’s wastewater and stormwater infrastructure, promote public health, and establish clear enforcement mechanisms for noncompliance.

BACKGROUND

The proposed amendment received First Reading approval at the September 11, 2025, Town Council meeting and is scheduled for Second Reading on October 8, 2025, with no modifications.

The Town has experienced ongoing issues related to fats, oils, grease (FOG), and hair discharges from food service establishments (FSEs), grooming salons, barber shops, and similar businesses. These substances contribute to blockages and damage in the Town’s wastewater and stormwater systems, resulting in costly repairs and environmental concerns.

Currently, there is no comprehensive ordinance regulating the proper installation, maintenance, and inspection of grease control devices and hair interceptors. This gap leads to inconsistent management practices and potential health and infrastructure risks.

ANALYSIS

The proposed ordinance establishes clear definitions, standards, and maintenance requirements for all regulated establishments that produce FOG or hair waste. Key elements include:

- Mandatory installation of properly sized grease control devices and hair interceptors aligned with Florida Building and Plumbing Codes.
- Regular cleaning schedules (every 60 days for grease devices and daily for hair interceptors) performed by licensed waste haulers.
- Documentation and quarterly reporting of maintenance activities to Town departments.
- Annual certification inspections by licensed professionals to ensure equipment functionality.
- Authority for Town inspectors to enter facilities for compliance checks.
- Progressive penalties for noncompliance, including fines and potential shutdowns.
- Emergency authority to suspend operations if public health or safety is threatened.

This ordinance aligns with best practices and local, county, and state regulations, enhancing protection of Town infrastructure and public health.

EXECUTE

The ordinance requires all food service, grooming, barber, and beauty establishments to install, maintain, and regularly service grease control devices and hair interceptors to prevent harmful discharges into the Town's wastewater and stormwater systems. The Town will enforce compliance through inspections, reporting requirements, and penalties for violations, ensuring consistent and responsible management of FOG and hair waste.

CONCLUSION

Adoption of this ordinance is necessary to mitigate ongoing infrastructure damage and public health risks caused by improper FOG and hair waste disposal. It provides the Town with clear regulatory authority, enforcement tools, and safeguards to protect the environment and public resources. Town Council discretion to approve this ordinance to establish effective management and enforcement standards.

FINANCIAL ANALYSIS

GL Line Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES TO REGULATE THE DISCHARGE OF FATS, OILS, GREASE AND HAIR INTO THE TOWN'S WASTEWATER AND STORMWATER SYSTEMS; IMPOSING PENALTIES, COSTS AND OTHER SANCTIONS AGAINST VIOLATORS; ADDING A SECTION TO CHAPTER 13 OF THE TOWN'S CODE OF ORDINANCES; ADDING AN ARTICLE TO CHAPTER 25 OF THE TOWN'S CODE OF ORDINANCES; 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 enacted Article 25 of the Town Code of Ordinances for the purpose of safeguarding persons, protecting property, and preventing damage to the environment, the Town's surface waters and Biscayne Bay through the regulation of non-stormwater discharges and pollutants into the Town's municipal separate storm sewer system, Biscayne Bay, and surface waters, to the maximum extent practicable; and

WHEREAS, the Town Council finds that a need exists to expand the existing Code provisions to prevent and regulate the discharge of fats, oils, grease and hair into the Town's wastewater and stormwater systems, to protect public infrastructure and to ensure that applicable businesses maintain grease control devices and hair interceptors in a safe, sanitary and environmentally responsible manner; and

WHEREAS, the Town Council held duly advertised public hearings to consider the proposed modifications to the Town Code of Ordinances.

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 add **Section 13-19 – Compliance with Food and personal service Establishment** to Chapter 13 – LOCAL BUSINESS TAXES AND REGULATION, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 3: That the Town of Bay Harbor Islands Code of Ordinances is hereby further amended to add **Article II – Fats, Oils, Grease (FOG), and Hair Interceptor Maintenance** to Chapter 25 – ENVIRONMENT, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section. 4: That violation of said Article II of Chapter 25 may result in penalties, and the imposition of costs and/or other sanctions against the violators, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 5: 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 6: 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 7: 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 8: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this 11th day of September, 2025.

PASSED on Second Reading this 8th day of October, 2025.

ISAAC SALVER
MAYOR

ATTEST:

EVELYN HERBELLO, INTERIM
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

GREENSPOON MARDER, LLP
TOWN ATTORNEYS
BY: MORRIS G. (SKIP) MILLER, ESQ.

Exhibit "A"

Amendments to the Town of Bay Harbor Islands Code of Ordinances

Chapter 13 – LOCAL BUSINESS TAXES AND REGULATIONS AND

Chapter 25 – ENVIRONMENT

Chapter 13 - LOCAL BUSINESS TAXES AND REGULATIONS ^[1]

Sec. 13-17. Same—Compliance with plumbing code.

The specifications of the plumbing section of the building code shall be adhered to in all respects governing the type of materials used and the manner in which installations are to be performed.

Sec. 13-18. Same—Permit.

Before any installation can be made, a permit must be secured from the town manager or his/her designee and prior to hookup of gas service, an inspection by the plumbing inspector shall have been applied for with the town manager or his/her designee and approved by the plumbing inspector.

Sec. 13-19. ~~Reserved.~~ Compliance with Food and personal service Establishment.

Pursuant to Chapter 25, Article II of the Town Code, titled Fats, Oils, Grease (FOG), and Hair Interceptor Maintenance, all Food Service Establishments (FSEs), grooming facilities, barber shops, beauty salons, and other applicable businesses that operate and maintain grease control devices or hair interceptors are required to comply with all provisions set forth in the Town of Bay Harbor Islands Code.

Chapter 25 - ENVIRONMENT

ARTICLE I. - STORMWATER MANAGEMENT AND TREATMENT

Sec.25-12- Sec. 25-19. Reserve

ARTICLE II. Fats, Oils, Grease (FOG), and Hair Interceptor Maintenance

Sec. 25-20. Purpose and intent.

The purpose of this ordinance is to prevent the discharge of fats, oils, grease (FOG), and hair into the Town's wastewater and stormwater systems, to protect public infrastructure, and to ensure food service establishments (FSEs), grooming facilities, barber shops, beauty salons, and other applicable businesses maintain grease control devices and hair interceptors in a safe, sanitary, and environmentally responsible manner.

Sec. 25-21. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- 1) Accelerated FOG maintenance means cleaning performed by utilities to prevent sanitary sewer overflows caused by FOG blockages in sanitary sewer systems, including but not limited to laterals, gravity mains, pump stations, and air release valves.
- 2) Authorized representative of the food service establishment: A person who may be:
 - (a) The owner, and or
 - (b) General Manager, and or
 - (c) Duly authorized representative of the individual designated in this definition, if such representative is responsible for overall operation of the facilities from which the indirect discharge originates.
- 3) Barber or Beauty Establishment means any business where human hair is cut, styled, or treated, including barber shops, beauty salons, and cosmetology establishments.
- 4) Black Grease means any FOG commingled with septic wastes (bathroom wastes).
- 5) Brown Grease means FOG waste collected in, or removed from, a FOG control device.
- 6) Building Sanitary Drains means the pipes intended to receive sanitary wastewater and effluent from FOG control devices where FOG control devices are installed or required. FOG or food waste shall not be discharged into the building sanitary drains
- 7) Fats, Oils and Grease or FOG means any substance such as vegetable or animal product used in, or a byproduct of, the cooking, food preparation, or cleaning process, that can cause or lead to corrosion, blockages, reduced flow, or interference with the sanitary sewer system when discharged alone or combined with other materials or waste. EPA Method 1664 referenced in [Section 24-42.4](#) determines extractable materials including relatively non-volatile hydrocarbons, vegetable oils, animal fats, waxes, soaps, greases, and related materials which encompass FOG.
- 8) FOG Capacity Limit shall mean the combined FOG and solids depth equal to twenty-five (25) percent of the design hydraulic depth in any location of a FOG control device, or seventy-five (75) percent of the rated FOG and solids capacity established by third party certification.
- 9) FOG Control Device shall mean equipment designed to remove, hold and prevent the passage of FOG to onsite sewage treatment and disposal systems and sanitary sewer systems.
- 10) FOG Control Device Operator shall mean a person or entity which has management control for FOG control devices which serve other FOG generators.
- 11) FOG Discharge Control Operating Permit (GDO) means a valid permit issued by Miami-Dade County DERM authorizing operation of a GCD.
- 12) FOG Generator shall mean any nonresidential facility, including, but not limited to, restaurants, bakeries, hotel and cafeteria kitchens, commercial kitchens, kitchens serving hospitals, nursing homes, daycares, assisted living facilities and other healthcare facilities, food processing plants or such other nonresidential facilities that can introduce food waste or FOG into building sanitary drains, building sewers, onsite sewage treatment and disposal systems, or non-utility or utility sanitary sewer systems. A FOG generator also includes those non-residential facilities that produce yellow grease.
- 13) FOG Generator Certified Staff shall mean a FOG generator employee which has attended training prescribed by the Director or Director's designee and has received certification for training.

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- 14) FOG Liquid Waste Transporter Certified Staff shall mean a FOG Liquid Waste Transporter employee which has attended training prescribed by the Director or Director's designee and has received certification for training.
 - 15) FOG Sampling Point means a reasonably accessible location for sampling the effluent of a FOG control device.
 - 16) Food Service Establishment (FSE) means any non-residential establishment where food is prepared, cooked, or served, including but not limited to restaurants, cafeterias, cafes, hotels, and institutional kitchens.
 - 17) Gravity Grease Interceptor means a FOG control device that primarily relies on the difference in specific gravity between wastewater and FOG to affect separation of FOG from wastewater.
 - 18) Grease Control Device (GCD) means any grease interceptor or grease trap designed to separate fats, oils, and grease (FOG) from wastewater.
 - 19) Grease Waste Drains shall mean the pipes intended to receive FOG and food waste. They convey the discharge to solids separators, when installed, and FOG control devices.
 - 20) Grooming Establishment means any business where animals are groomed, washed, or maintained, including pet grooming salons, veterinary clinics, kennels, and animal boarding facilities.
 - 21) Hair Interceptor means a plumbing device designed to intercept and prevent human or animal hair, fur, and similar materials from entering the wastewater system.
 - 22) Hydromechanical Grease Interceptor means a FOG control device that is third party tested and certified, and relies on the difference in specific gravity between wastewater and FOG to affect separation of FOG from wastewater, and may incorporate a flow control device, air entrainment, and other means or principles to improve the efficacy of separation as demonstrated by third-party testing, validation and certification.
 - 23) Interceptor Monitoring Alarm means a system and its components capable of monitoring levels in a FOG control device on a regular interval. The system will trigger a visual and audible alarm at the FOG Capacity Limit.
 - 24) Interceptor Monitoring Device means a system and its components capable of monitoring floating and settled solids in a FOG control device on a regular interval, triggering a visual and audible alarm at the FOG Capacity Limit, and reporting data electronically to the Department at a frequency and format approved by the Director or Director's designee.
 - 25) Licensed Hauler means any person carrying on or engaged in vehicular transport of septage, industrial waste, interceptor waste, or Grease as part of or incidental to any business for the purpose of hauling and discharging septage, industrial waste, interceptor waste, or Grease to approved disposal facilities.
 - 26) Liquid waste means liquid or sludge waste materials resulting from domestic, commercial, industrial, mining, institutional, agricultural, or governmental operations, including such materials to be recycled or otherwise beneficially reused, that would cause a nuisance or would otherwise cause a violation of this chapter if discharged to the ground or waters of Miami-Dade County. Liquid waste includes, but is not limited to, solvents, sewage, industrial waste, hazardous waste, semisolid waste, and potentially infectious waste, as well as the materials resulting from or contained in any of the following: waste treatment works; air pollution control facility; onsite sewage treatment and disposal system; FOG control device; sediment trap; portable toilet; or oil-water separator. Notwithstanding any other provision to the contrary, the following shall not constitute liquid waste for purposes of this definition: subsurface materials that are extracted as a result of rock mining and that are not discharged to canals, wetlands, or other water bodies.
 - 27) Service Log means a written or electronic record of grease trap/interceptor and hair interceptor cleaning, maintenance, and pump-outs, maintained by the establishment and available for inspection.

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- 28) Solids Separator means a separator intended to capture solids and allow FOG to pass through. It is installed at the source or on the grease waste drains prior to a FOG control device.
- 29) Wash-Down Area means an area where FOG generators wash the back of the house mats or equipment.
- 30) Waste discharge means any outfall, ditch, pipe, soakage pit, drainage well, drainfield, or any other method or device by which treated or untreated sewage, industrial waste, or other wastes can enter the surface waters, tidal salt water, or groundwaters, so as to cause water pollution as herein defined.
- 31) Yellow Grease shall mean FOG generated as a byproduct from cooking or food preparation that is not mixed with water, wastewater or other waste.

Sec. 25-22. General Requirements.

- (1) All existing and proposed FOG producing establishments (FPE) are required to have grease control equipment (GCE) installed, maintained and inspected to ensure they are operating properly in accordance with this FOG ordinance.
- (2) All GCDs shall be cleaned at intervals not exceeding sixty (60) days, or more frequently if required to ensure effective operation and compliance.
- (3) Hair interceptors shall be emptied and cleaned daily, or more frequently if needed to prevent accumulation and clogging.
- (4) All grease trap cleaning and pump-outs must be performed by a DERM-licensed liquid waste hauler.
- (5) All Food Preparation Establishments (FPEs) in the Town of Bay Harbor Islands are required to maintain on-site service logs documenting all cleaning, inspection, and maintenance activities for grease control devices (GCDs) and hair interceptors. These logs must be retained for a minimum of three (3) years and be available upon request by the Town. Additionally, FPEs must keep detailed records of all cleaning and maintenance of grease control equipment (GCE), including the date of service, the name of the company or individual performing the work, the volume of grease wastewater removed (in gallons), and the final disposal location. Grease waste haulers must comply with the Town's manifest documentation requirements for all fats, oils, and grease (FOG) waste disposal.
- (6) All regulated authorized representatives shall submit a copy of their service logs to the Town's Business Tax, Building, and Public Works Departments on a quarterly basis, no later than the 15th day of January, April, July, and October.
 - i. Failure to comply with this reporting requirement within fifteen (15) days of the deadline, the Town shall conduct an inspection of the premises after the 15th day. The business shall be charged an inspection fee as established by resolution of the Town Commission. If the business remains noncompliant for more than thirty (30) days after the deadline, a penalty shall be acquiring the business' Local Business Tax Receipt (BTR) account. Continued non-compliance may prevent or delay renewal of the BTR until all deficiencies and penalties are resolved.
- (7) All FOG-producing establishments must have their grease interceptors, grease traps, or oil-water separators inspected and certified annually by a licensed or certified grease waste hauler or state-licensed plumber. Annual certification is defined as occurring within 365 days from the initial permit issuance. Failure to provide certification by the 365th day will result in noncompliance. If the equipment passes inspection, no further action is required, but if it fails, the establishment must submit a corrective action plan to the Town of Bay Harbor Islands.

Sec. 25-23. Installation and Permitting Requirements.

All Food Service Establishments (FSEs) operating within the Town shall install and maintain Grease Capture Devices (GCDs), including grease traps and grease interceptors, that are properly sized

and designed in accordance with the Florida Building Code, the Miami-Dade County Code § 24-42.6, and all applicable DEP rules. Additionally, all Grooming Establishments, Barber Shops, and Beauty Salons shall install and maintain hair interceptors in compliance with the Florida Plumbing Code and generally accept industry's best practices. All FSEs shall obtain and annually renew a valid Grease Discharge Operating (GDO) Permit from Miami-Dade County's Division of Environmental Resources Management (DERM).

Sec. 25-24. Right of entry, inspections and monitoring.

- (1) The Town's Building Department and Code Compliance Division shall have authority to enter and inspect any regulated establishment during reasonable hours to verify compliance with this ordinance. This includes review of devices, service logs, and relevant areas of operation.
- (2) Refusal to allow inspection shall constitute a violation of this ordinance and may subject the establishment to enforcement action.
- (3) The Town may mandate the FPE to require the grease waste hauler to contact the Town's by telephone at least 24 hours prior to any cleaning, pumping, maintenance, inspection, or certification of grease interceptor. The Town reserves the right to be present to inspect all maintenance.
- (4) The Town, or their authorized representative, shall have the right to enter without notice the premises of FPEs or commissaries to determine whether the FPE or commissary is complying with the requirements of the Town of Bay Harbor Islands Chapter 25, Article II, Fats, Oil, Grease and Hair Interceptor Maintenance Ordinance. FPEs or commissaries shall allow town personnel, or their authorized representative, upon presentation of proper credentials, full access to all parts of the premises for the purpose of inspection, monitoring, and/or records examination. Unreasonable delays in allowing town personnel access to the FPE premises shall be a violation of this FOG ordinance. FPEs shall at no time falsify any document as it pertains to this article and if found to have occurred, suspension of service and/or penalties may be imposed.

Sec. 25-25. Liability for Damage; Penalties.

- (1) Any damage to the Town's sewer system, stormwater system, or infrastructure caused by neglect of GCD or hair interceptor maintenance shall be the joint and several financial responsibilities of the property owner and operator.
- (2) If a regulated establishment fails to properly maintain a GCD or hair interceptor, and such failure results in conditions threatening public health, safety, or the integrity of the Town's infrastructure, the Town may take immediate corrective action.
- (3) The Town shall contract a company for emergency pumping, cleaning, or other necessary services. All related costs, including a twenty-five percent (25%) administrative surcharge, shall be invoiced to the establishment.
- (4) All Food Service Establishments must achieve compliance within five (5) days of receiving a violation notice. If compliance is not met by the sixth day, the Town shall contract a company to perform pumping, cleaning, or other necessary services. All related costs, including a twenty-five percent (25%) administrative surcharge, shall be invoiced to the establishment.
- (5) If unpaid, such costs shall constitute a lien against the property, enforceable as pursuant in [Sec.24-16.16](#).
- (6) Violations of this ordinance shall be subject to the following penalties, in addition to any remedies available under state or county law:
 - (a) First Offense: Civil fine of \$250 per day; plus, a twenty-five percent (25%) administrative surcharge after the five (5) days.
 - (b) Second Offense (within 24 months): Civil fine of \$500 per day; plus, a twenty-five percent (25%) administrative surcharge after the five (5) days.
 - (c) Third Offense (within 24 months): Immediate 30-day shutdown of the facility, plus fines.
 - i. Town shall have the authorized representatives into a contact agreement with the company the Town use for the cleaning services.

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- ii. Mandatory for the Authorized representative to attend the special magistrate hearing for suspension of operations
 - (d) Continuing Violations: Each day the violation continues constitutes a separate offense.
 - (e) Inspection Fee: \$250 per visit, with an additional fine if cleaning requirements are not met.
- (7) The Building Official is authorized to issue an emergency order suspending operations if a discharge poses imminent risk to public health or safety.

Sec. 25-26. Appeals.

1. A violator who has been served with a notice shall elect either to:
 - a. Pay the civil penalty in the manner and within the time indicated on the notice; or
 - b. Request an administrative hearing before the special magistrate to appeal the decision which resulted in the issuance of the fine.
2. An appeal for the notice shall be accomplished by filing a request in writing to the address indicated on the notice, not later than thirty (30) calendar days after the date of service of the notice.
3. Any violator who receives a notice of violation may request a hearing to contest the ticket. Requests must be made within 30 days, as the date will be stated in the notice. Upon receipt of a hearing request, the clerk to the special magistrate shall schedule the hearing and notify the petitioner by mail.



TOWN OF BAY HARBOR ISLANDS PLANNING AND ZONING DEPARTMENT MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager Evelyn Herbello, Deputy Town Manager/ Interim Town Clerk
CC:	Morris (Skip) Miller, Esq., Consultant Town Attorney
FROM:	Lorrainia Belle Town Planner
DATE:	October 8, 2025
SUBJECT:	Town of Bay Harbor Islands Ordinance Amendment – Sec. 5-10 Permit Expiration and Progress Regulations.

RECOMMENDATION

Town Council discretion is requested to approve the ordinance amending the proposed ordinance amending the Town Code to adopt Section 5-10 – Permit Expiration and Progress Regulations.

BACKGROUND

The proposed amendment received First Reading approval at the September 11, 2025, Town Council meeting and is scheduled for Second Reading on October 8, 2025, with no modifications.

The Town of Bay Harbor Islands has identified ongoing concerns with prolonged inactivity on active permits, often referred to as “permit squatting.” This inactivity contributes to unfinished construction, deteriorating site conditions, diminished neighborhood aesthetics, and public safety concerns. In response, staff have developed a new ordinance (Sec. 5-10) to formalize progress milestones, expiration standards, and enforcement mechanisms for issued permits.

ANALYSIS

Key provisions of the proposed ordinance include:

- Definitions: Establishes terms such as "Substantial Progress," "Permit Holder," and "Commencement of Work" to ensure clarity and enforceability.
- Expiration Timeline: Permits will automatically expire after 180 days without a qualifying inspection or substantial progress. After work has commenced, no more than 180 days may pass without continued progress. Expired permits require reapplication under current codes.
- Extensions:
 - One administrative extension of 90 days may be granted by the Building Official upon written request showing good cause.
 - Statutory extensions under Florida law (F.S. § 252.363) are honored but must be formally requested within 90 days of emergency expiration.
- Enforcement Measures:
 - Failure to meet progress requirements may result in automatic expiration, stop work orders, fines, or liens.
 - Repeat offenders may face future permit denials or financial guarantees.
- Appeals Process:
 - First-time violations may appeal administratively to the Town Manager and then to Town Council.
 - Repeating violations are appealable only to the Town Council.
 - Appeals may stay enforced unless public safety is at risk.
- Additional Safeguards:
 - For stalled or incomplete projects, the Town may require an independent structural report before resumption.
 - For high-risk or inactive sites, a \$10,000 cash bond may be required to cover potential enforcement, site stabilization, or demolition.

This ordinance is consistent with building department best practices and supports the Town's goals of preserving neighborhood character, ensuring public safety, and avoiding long-term construction blight.

EXECUTE

Upon adoption, the Building Department will:

- Update internal permitting protocols to include tracking of substantial progress.
- Provide permit holders with written notice of expiration timelines at permit issuance.
- Establish forms and procedures for requesting extensions or filing appeals.
- Coordinate with Code Compliance for enforcement and inspection follow-up.

CONCLUSION

The proposed ordinance introduces vital tools to discourage permit inactivity and ensure progress on construction projects. It strikes a balance between regulatory enforcement and flexibility for legitimate delays, while protecting the Town's built environment and property values.

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 CODE OF ORDINANCES TO ESTABLISH REGULATIONS TO LIMIT THE DURATION OF PERMITS ISSUED BY THE TOWN FOR CONSTRUCTION OR DEVELOPMENT; PROVIDING FOR EXTENSIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR APPEALS; PROVIDING FOR FINES AND OTHER SANCTIONS; ADDING A SECTION TO CHAPTER 5, ARTICLE I OF THE TOWN'S CODE OF ORDINANCES; RENUMBERING OTHER SECTIONS OF CHAPTER 5, ARTICLE I OF THE TOWN'S CODE OF ORDINANCES; 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 Building and Construction Code for the community in 1961; and

WHEREAS, the Town Council periodically studies various land development trends and issues, and considers strategies and design guidelines to encourage the proper development and re-development of lands within the Town, and amends its Codes accordingly; and

WHEREAS, after studying of the existing Code provisions, the Town Council finds that a need exists to modify the existing Code provisions relating to construction and development permits, and the expiration thereof; 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 Building and Construction Code is hereby amended to add **Section 5-10 – Permit Expiration and Progress Regulations**, as more fully set forth in the attached Exhibit “A”, and by reference are made a part hereof.

Section 3: That the Town of Bay Harbor Islands Building and Construction Code is hereby further amended to revise the title of and renumber the following sections as **Section 5-9 – Screen enclosures over swimming pools**: Section 5-9 – Screen enclosures over swimming pools in certain setback areas – Finding of facts; Section 5-10 – Same – Compliance with regulations, Section 5-11 – Same – Conditions to installing, Section 5-12 – Same – Construction requirements, and Section 5-13 – Same – Building permit; drawing; plot plan and approval, all as more fully set forth in the attached Exhibit “A”, and by reference are made a part hereof.

Section. 4: That expiration of a construction or development permit may result in fines and the imposition of costs and/or other sanctions, as more fully set forth in the attached Exhibit “A”, and by reference are made a part hereof.

Section 5: 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 6: 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 7: 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 8: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this 11th day of September, 2025.

PASSED on Second Reading this 8th day of October, 2025.

ISAAC SALVER
MAYOR

ATTEST:

EVELYN HERBELLO, INTERIM
TOWN CLERK

Exhibit "A"

Amendments to the Town of Bay Harbor Islands Code of Ordinances

Chapter 5 – Buildings and Construction

ARTICLE I. IN GENERAL

Sec. 5-9. Screen enclosures over swimming pools. ~~in certain setback areas—Finding of facts.~~

- (1) In certain setback areas- Finding of Facts. The front and rear setback areas of lots on the West Island of Bay Harbor Islands are different from the front and rear areas of the East Island of Bay Harbor Islands because the West Island is a single-family residential area and the screened enclosures of swimming pools in the front and rear setback areas do not interfere with the view or the light and air of neighbors to an unreasonable extent, whereas on the East Island, there is an unreasonable interference with view, light and air by such screened enclosures.
- (2) Compliance with regulations. Enclosures over swimming pools are hereby prohibited in the setback areas of the East Island and are also prohibited in the setback areas of the West Island unless they conform with sections 5-11, 5-12 and 5-13.
- (3) Conditions to installing.
A screened enclosure of a swimming pool in a front or rear setback area is permitted if the swimming pool is:
 - (a) Situated on the West Island of Bay Harbor Islands;
 - (b) Situated not less than five feet from the seawall, if on a lot abutting water;
 - (c) Not situated on any side yard setback area; and
 - (d) Not on an easement.

If on an easement, the screened enclosure will be permitted upon the execution in recordable form of an agreement by the owner of the property running with the land granting to the Town of Bay Harbor Islands, its successors or assignees the right to examine, repair, replace or remove any utility equipment under any part of the pool or its deck, holding the town harmless for any damages to the pool, its screened enclosure, or the pool equipment in exercising such right, agreeing that the owner will pay his own costs in his own restoring of the pool, pool deck, pool enclosure and pool equipment, and agreeing that the owner will pay the town all the town's added costs in removing portions of the pool, pool deck, pool enclosure and pool equipment in the exercise of the town's right with respect to the utilities.

- (4) Construction requirements. A permitted screened enclosure must comply with the following:
 - (a) The topmost portion thereof shall be not over (10) feet above the pool deck;
 - (b) The enclosure shall consist of screening only except for the supporting frame. Without limitation of the foregoing and by way of further explanation, the enclosure shall not have a solid roof, shall not have any jalousies or windows or other solid material of any kind;
 - (c) The enclosure shall comply in all respects with the building code relating to swimming pool enclosures. Without limitation of the foregoing, if there is any conflict between the building code

and these requirements, the provisions of these requirements shall be controlled. Any restrictive provisions herein which do not appear in the building code shall be effective

- (5) Building permit; drawing, plot plan and approval
- a. A building permit shall be required for such enclosure, but before such building permit shall be issued, the applicant therefore shall comply with the following:
 - i. A drawing of the enclosure, including a plot plan, and elevations showing the relation to the existing buildings on the lot involved must be submitted to the town manager for approval;
 - ii. The approval of the design review board or the town manager of the structure must be obtained. The function of the design review board or the town manager in this respect is to ascertain if the structure complies with all existing ordinances and is aesthetically pleasing and in harmony with its surroundings.

Sec. 5-10. Permit Expiration and Progress Regulations.

The Town of Bay Harbor Islands ("Town") finds that prolonged inactivity on issued permits, often termed "permit squatting," can strain public infrastructure, degrade neighborhood aesthetics, raise liability concerns, and depress surrounding property values. This section establishes regulations to discourage such inactivity and ensure timely completion of permitted work.

- (1) Definitions. The following words or phrases when used in this section shall have the meanings ascribed to them herein:

- (A) Permit means any building permit, development order, or other authorization issued by the Town's Building Department or Planning & Zoning Division for construction or development.
- (B) Substantial Progress means completion of work equal to or exceeding fifteen percent (15%) of the permitted scope of work, as verified by inspection records, within each 180-day period after permit issuance or reactivation. The Building Official shall determine whether the threshold is met using measurable criteria, such as recorded inspections, structural completions, or other documented benchmarks.
- (C) Statutory Extension means an extension of time required under § 252.363, Florida Statutes, due to a declared state of emergency.
- (D) Permit Holder means the property owner, contractor, or authorized agent to whom the permit was issued and who is responsible for compliance with permit conditions.
- (E) Commencement of Work means initiation of physical construction activity on the site, including site preparation, demolition, foundation work, or other activities constituting the beginning of the permitted scope of work.

- (2) Duration and Expiration.

- (A) Base Expiration. All permits shall expire 180 days after issuance unless substantial progress has been made or an inspection has been approved within that time frame, as required by the Florida Building Code.
- (B) Progress Requirement. Following commencement, no more than 180 consecutive days may elapse without a completed inspection verifying substantial progress. Failure to meet this condition will result in automatic expiration.
- (C) Automatic Expiration. Expired permits shall be null and void. Any further work shall require a new permit application and payment of all associated fees. All subsequent work must comply with the codes and ordinances in effect at the time of reapplication.
- (D) Impact on Related Permits. Expiration of a master permit may result in the expiration or suspension of associated sub-permits (e.g., mechanical, electrical, plumbing) at the discretion of the Building Official.

- (3) Extensions.

- (A) Local Discretionary Extensions:

- i. The Building Official may grant one (1) administrative extension not to exceed 90 days, upon written request from the permit holder showing good cause, including unforeseen circumstances and continued good-faith progress.
 - ii. Additional extensions beyond this are prohibited unless required by applicable state or federal law.
 - (B) Statutory Extensions:
 - i. The Town shall honor all statutory tolling and extensions provided under § 252.363, Florida Statutes.
 - ii. Permit holders claiming a statutory extension must submit:
 - 1. Written notice of intent to exercise the extension within 90 days after termination of the emergency order; and
 - 2. Document Documentation verifying:
 - a. The dates and nature of the declared emergency,
 - b. The qualifying period as it relates to the permit,
 - c. The original permit issuance date.
 - iii. Statutory extensions shall only be granted once per qualifying emergency and shall be calculated consistent with guidance issued by the Florida Department of Economic Opportunity or successor agency.
 - (C) Post-Extension Progress:
 - i. Upon the expiration of any granted extension, the permit holder shall have no more than 180 calendar days to demonstrate substantial progress before the permit shall automatically expire.
- (4) Enforcement.
- (A) Failure to maintain substantial progress as defined in this Ordinance may result in:
 - i. Automatic expiration of the permit;
 - ii. A requirement to reapply and repay all applicable fees, including any updated surcharges or code compliance costs;
 - iii. Potential enforcement action, including but not limited to:
 - 1. Notices of violation,
 - 2. Stop work orders,
 - 3. Administrative fines,
 - 4. Liens, or
 - 5. Referral to the Town's Special Magistrate under the Code Compliance provisions.
 - (B) Repeated non-compliance by the same permit holder, contractor, or property owner may be grounds for:
 - i. Denial of future permits for a specified period;
 - ii. Requirement of performance bonds or financial guarantees;
 - iii. Mandatory review before the Planning & Zoning Board for major developments.
- (5) Administrative Procedures and Appeals.
- This section governs the appeals process for any decision issued under this ordinance that results in the **imposition of a fine**, including but not limited to fines related to failure to maintain substantial progress, expired permits, or violations of permit conditions.
- (A) Appeal Eligibility.
 - i. A permit holder or responsible party may request an administrative hearing before the Town's Special Magistrate to appeal any fine issued under this section.
 - ii. An appeal for the notice shall be accomplished by filing a request in writing to the address indicated on the notice, not later than thirty (30) calendar days after the date of service of the notice.
 - (B) First Offense Appeal Process.

- i. A first offense may be appealed in writing to the Town Manager or designee within fifteen (15) business days of the decision.
 - ii. The appeal must state the grounds for the request and include any supporting documentation.
 - iii. The Town Manager shall render a written decision within twenty (20) business days of receiving the complete appeal.
 - iv. If the appeal is denied by the Town Manager, the permit holder may request further review by the Town Council at the next regularly scheduled meeting. The Council may uphold, reverse, or modify the decision by majority vote.
- (C) Second or Subsequent Offenses.
 - i. Appeals of a second or any subsequent offense shall be heard only by the Town Council.
 - ii. The appeal must be submitted in writing within fifteen (15) business days of the decision, accompanied by all relevant documentation. The appeal shall be scheduled for review at the next regularly scheduled Town Council meeting.
 - iii. The Town Council may uphold, reverse, or modify the decision based on evidence presented during the hearing.
- (D) Final Decision.
 - i. Decisions made by the Town Council shall be final and binding, subject only to further appeal as provided by law.
- (E) Stay of Enforcement During Appeal.
 - i. The filing of a timely appeal shall stay enforcement of the action under appeal until a final decision is rendered by the Town Manager or Town Council, unless the Building Official determines that such delay poses an immediate threat to public health, safety, or welfare.
- (F) Independent Structural Condition Report and Bond Requirement.
 - i. In any case where the permit holder demonstrates completion of at least fifteen percent (15%) of the permitted work within the required timeframe but fails to maintain continuous progress thereafter, the Building Official may require an independent engineering assessment to determine the safety and condition of the partially completed structure.
 - ii. The Town shall select a licensed structural or civil engineer to conduct the assessment.
 - iii. The property owner shall be responsible for all costs associated with the engineering report.
 - iv. The engineering report shall evaluate the current safety of the site and make a recommendation regarding continued construction, remediation, or demolition.
 - v. The permit holder shall not proceed with any further work until the report is submitted, reviewed, and approved by the Town.
- (G) Cash Bond Requirement for Inactive or At-Risk Projects.
 - i. Upon determination by the Building Official that a project poses a risk to public safety due to prolonged inactivity or noncompliance, the Town may require the permit holder to post a cash bond in the amount of \$10,000 as a condition to continue construction.
 - ii. The bond shall be held in escrows by the Town and may be used to cover:
 - 1. Administrative fees; (twenty-five percent (25%) surcharge)
 - 2. Enforcement fines;
 - 3. Site stabilization;
 - 4. Building demolition;
 - 5. Remediation of public nuisances or unsafe conditions if the property is abandoned or remains inactive.
 - iii. If the project is completed and receives a certificate of occupancy or final inspection approval within required timeframes, the bond shall be returned to the permit holder, less any deductions for Town-incurred costs.

- iv. Failure to post the required bond within thirty (30) days of notice shall result in automatic permit expiration.

Sec. 5-11. – Sec. 5-13 Reserve.



TOWN OF BAY HARBOR ISLANDS MEMORANDUM

TO:	Mayor and Town Council Members
CC:	Morris G. (Skip) Miller, Esq., Town Attorney Randy Stokes, Public Works Director Evelyn Herbello, Town Clerk
FROM:	Lindsley Noel, MAcc Town Manager
DATE:	September 25, 2025
SUBJECT:	Town of Bay Harbor Islands – Water Rate Increase for FY 2025-2026

RECOMMENDATION

Staff recommends increasing the water consumption fee at the same percentage as Miami-Dade County, which is 2.81, in order to pass through our increased costs.

BACKGROUND / ANALYSIS

Miami-Dade County adopted an increase to its wholesale water rates. The town purchases water directly from the County and the sewage is pumped by the City of Miami Beach into the County's system.

EXECUTE

Pursuant to Section 20-5 of the Town Code, water service charges shall be in addition to the percent of such charges as determined from time to time by Miami-Dade County to compensate for the Miami-Dade County water and sewer utility charges to finance the Environmental Resources Management Department's water protection and utility regulation program.

FINANCIAL ANALYSIS

The water rate increase will generate an estimated \$44,000 in revenue. The revenue will offset the increase in the operating expense charged by Miami-Dade County for water purchase.

ATTACHMENTS

1. 2024 True-up and 2026 Wholesale Rate Presentation 7.03.2025
2. Utility Water Rate Increase FY 2025-26
3. Ordinance - Water Rate Increase - 9-25-2025

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTIONS 20-5 AND 20-6 OF THE CODE OF BAY HARBOR ISLANDS TO INCREASE THE MONTHLY CHARGE FOR WATER SERVICE TO \$6.41 PER ONE THOUSAND GALLONS AND TO INCREASE THE MINIMUM MONTHLY SERVICE CHARGES FOR EACH WATER METER TO \$29.77; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with protecting and preserving the public health, safety and welfare of the residents and those coming into the Town of Bay Harbor Islands; and

WHEREAS, the Town of Bay Harbor Islands purchases its water from Miami-Dade County; and

WHEREAS, Miami-Dade County has indicated an increase of 2.81% for water services in its preliminary budget; and

WHEREAS, the Town of Bay Harbor Islands does not currently have an alternative source to purchase water and in order to maintain proper fiscal discipline must pass-through the County's increase; and

WHEREAS, it is necessary for the Town of Bay Harbor Islands to increase the rates which it charges for water services because of higher operating costs.

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

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

Section 2. Section 20-5 of the Code of the Town of Bay Harbor Islands is hereby amended as follows:

The charges for water service in the Town shall be at the rate of ~~\$6.23~~ \$6.41 per one thousand (1,000) gallons plus that percent of such charges as determined from time to time by Miami-Dade County to compensate for the Miami-Dade County Water and Sewer utility charges to finance the Environmental Resources Management Department's water protection and utility regulation program.

Section 3. Section 20-6 of the Code of the Town of Bay Harbor Islands is hereby amended as follows:

There shall be a minimum water service charge for each water meter in the amount of ~~\$28.96~~ \$29.77.

Section 4. Severability The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in the Code: It is the intention of the Town Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Town of Bay Harbor Islands; that the sections of

this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" may be changed to "Section" or any other appropriate word.

Section 6. Repeal of Ordinances in Conflict: All ordinances or parts of ordinances in conflict herewith or inconsistent herewith, are hereby repealed, but only insofar as such ordinances may be inconsistent or in conflict with this Ordinance.

Section 7. Effective Date: This Ordinance shall be effective for all billings rendered after November 1, 2025.

PASSED on First Reading this 25th day of September 2025.

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

Motion By: _____

Second By: _____

TOWN OF BAY HARBOR ISLANDS, FLORIDA

By: _____
Isaac Salver, Mayor

Attest:

Evelyn Herbello, MMC
Town Clerk

Approved as to form and legal sufficiency:

Greenspoon Marder LLP
Town Attorneys
BY: Morris G. (Skip) Miller, Esq.

TOWN OF BAY HARBOR ISLANDS, FL
FY 2025-26 Utility Rates

WATER UTILITY SERVICE RATE 2.81% PASS THROUGH INCREASE

All Users (Residential & Non-Residential)

The charges for water service are increasing to a rate of six dollars and forty one cents \$6.41 per 1,000 thousand gallons plus that percent of such charges as determined from time to time by Miami-Dade County to compensate for the Miami-Dade County Water and Sewer utility charges to finance the Environmental Resource Management Department's water and utility regulation program.

The minimum water service charge for each water meter is increasing to the amount of twenty nine dollars and seventy seven cents \$29.77.

Water Meter Size	FY 2025 Minimum Charge	FY 2026 Minimum Charge	FY 2025 ADOPTED Rate For Consumption 1 Kgal	FY 2026 Pass through increase 2.81% Rate for Consumption 1 Kgal
1 inch	\$ 28.96	\$ 29.77	\$ 6.23	\$ 6.41
1.5 inch	\$ 28.96	\$ 29.77	\$ 6.23	\$ 6.41
2 inch	\$ 28.96	\$ 29.77	\$ 6.23	\$ 6.41
3 inch	\$ 28.96	\$ 29.77	\$ 6.23	\$ 6.41
4 inch	\$ 28.96	\$ 29.77	\$ 6.23	\$ 6.41

SEWER UTILITY SERVICE RATE PROPOSED 42.35%

Residential Users and Non-Residential Users

Sewer charges based upon water usage (excluding water usage through meters used exclusively for irrigation) are increasing to a rate of thirteen dollars and seventeen cents \$13.17 per 1,000 thousand gallons.

The monthly base charges are as follows:

Residential Users

Water Meter Size	FY 2025 Base Charge	FY 2026 Base Charge	FY 2025 ADOPTED Rate For Consumption 1 Kgal	FY 2026 Pass through increase 42.35% Rate for Consumption 1Kgal
5/8				
3/4				
1 inch	\$ 24.19	\$ 34.43	\$ 9.25	\$ 13.17
1.5 inch	\$ 24.19	\$ 34.43	\$ 9.25	\$ 13.17
2 inch	\$ 24.19	\$ 34.43	\$ 9.25	\$ 13.17
3 inch	\$ 24.19	\$ 34.43	\$ 9.25	\$ 13.17
4 inch	\$ 24.19	\$ 34.43	\$ 9.25	\$ 13.17

Non-Residential Users

Water Meter Size	FY 2025 ADOPTED Base Rate	FY 2026 PROPOSED Base Rate	FY 2025 ADOPTED Rate For Consumption 1 Kgal	FY 2026 Pass through increase 42.35% Rate for Consumption 1Kgal
5/8	\$ -	\$ -		
3/4	\$ -	\$ -		
1 inch	\$ 101	\$ 144	\$ 9.25	\$ 13.17
1.5 inch	\$ 202	\$ 287	\$ 9.25	\$ 13.17
2 inch	\$ 323	\$ 460	\$ 9.25	\$ 13.17
3 inch	\$ 606	\$ 862	\$ 9.25	\$ 13.17
4 inch	\$ 918	\$ 1,306	\$ 9.25	\$ 13.17

**TOWN OF BAY HARBOR ISLANDS, FL
FY 2025-26 Utility Rates**

SOLID WASTE UTILITY RATES (NO INCREASE)

The Town of Bay Harbor Islands shall collect or franchise a service for collection and disposal of garbage, and yard waste as prescribed by Section 9-38 (B) of the Code of the Ordinances, and all persons, firms, or corporations whose premises are serviced thereby shall pay the following rates:

Residential Users

Solid Waste Collection Classification	Solid Waste Fees
1) For a Condominium or Co-Op Building with three or more units	\$21.28/Unit
2) For a Rental Apartment Building with three or more units	\$21.28/Unit
3) For Single Family Residences	\$24.47/Unit

Non-Residential Users

Solid Waste Collection Classification	Solid Waste Fees
<u>COMMERCIAL UNITS</u>	
1) 96-gallon solid waste container, per unit, per month:	\$155.45/Container
<u>RESTAURANTS</u>	
1) Daily Collection Services:	Actual Cost-plus 10% Admin Fee
2) 96 Gallon Solid Waste Container:	\$155.45/Container
3) One (1) Yard Solid Waste Container	\$285.54/Container
4) Two (2) Yard Solid Waste Container	\$571.07/Container
5) Four (4) Yard Solid Waste Container	\$1,142.13/Container

STORMWATER RATE (NO INCREASE)

The charges for stormwater utility fees per Equivalent Residential Unit (ERU) are fifteen dollars and zero cents \$15.00 per month. The authority for stormwater utility charges is granted to the Town Council by the Town of Bay Harbor Charter Section 20-15(a).

TOWN OF BAY HARBOR ISLANDS, FL

FY 2025-26 Proposed Utility Rate Increase

Bill Comparison based on a 1" Water Meter:

Single Family Home 6,000 Gallons Bill			6 Unit Multi-Family Bldg. 6,000 Gallons Bill			Commercial Unit 6,000 Gallons Bill with 96 Gallon Container		
Monthly Bill	Residential Users and Non-Residential Users	Rate Increase	Monthly Bill	Current Rates	Rate Increase	Monthly Bill	Current Rates	Rate Increase
Water Consumption	\$ 37.38	\$ 38.43	Water Consumption	\$ 37.38	\$ 38.43	Water Consumption	\$ 37.38	\$ 38.43
Sewer Base	\$ 24.19	\$ 34.43	Sewer Base	\$ 145.13	\$ 206.60	Sewer Base	\$ 100.96	\$ 143.72
Sewer Consumption	\$ 55.50	\$ 79.05	Sewer Consumption	\$ 55.50	\$ 79.05	Sewer Consumption	\$ 55.53	\$ 79.05
Derm Fee *	\$ 7.02	\$ 9.11	Derm Fee *	\$ 14.28	\$ 19.44	Derm Fee *	\$ 11.63	\$ 15.67
Solid Waste	\$ 24.47	\$ 24.47	Solid Waste	\$ 127.68	\$ 127.68	Solid Waste	\$ 155.45	\$ 155.45
Stormwater	\$ 15.00	\$ 15.00	Stormwater	\$ 90.00	\$ 90.00	Stormwater	\$ 135.00	\$ 135.00
Total Bill	\$ 163.57	\$ 200.49	Total Bill	\$ 469.98	\$ 561.20	Total Bill	\$ 495.96	\$ 567.32
Overall Monthly Increase \$ 36.93			Overall Monthly Increase \$ 91.23			Overall Monthly Increase \$ 71.36		
Overall Monthly Avg. Increase for 6,000 Gallon Consumption 22.6%			Overall Monthly Avg. Increase for 6,000 Gallon Consumption 19.4%			Overall Monthly Avg. Increase for 6,000 Gallon Consumption 14.4%		

- 42.35% Proposed monthly rate increase for sewer service to pass through the increase charged by the City of Miami Beach



Miami-Dade Water and Sewer Department

Presentation of Wholesale True-Up Results: Fiscal Year 2023-24

Preliminary Proposed Wholesale Customer Rates: Fiscal Year 2025-26

Wholesale True-Up Results

Fiscal Year 2023-24

Agenda

Introductions

Wholesale True-up Results:

- Cost Allocation Approach
- Budgetary Variances
- Cost of Service – Fiscal Year 2023-24
- 2023-24 Rates vs. Actual Costs
- Results of the Fiscal Year 2023-24 True-Up

Cost Allocation Approach

- The approach for calculating annual true-up and allocable costs is provided for in the Wholesale Agreements
- The annual true-up adjustment amount (debit/credit) is imposed in the fiscal year following the completion of the Department's audited financial report
- The true-up is based on the variances in the Department's projected wholesale expenses and the actual audited wholesale expenditures

Cost Allocation Approach

Allocation of costs between Water and Wastewater:

- Allocable costs include O&M Expenses, Debt Service, Renewal & Replacement, and Other Charges/ Adjustments
- Allocation based on Fiscal Year 2023-24 audited results

Allocation of costs between Local and Regional:

- Local costs serve WASD retail customers only
- Regional costs serve both retail and wholesale customers

Wholesale Agreement Review

Regional/Local Definitions

- Review and update Regional/Local thresholds:
 - 16” and greater Water Main
 - 8” and greater Force Main
 - Pump Stations that “repump”

Wholesale Contract Review

- Meter Accuracy (Contract item 7)
- Debt Service Coverage (Contract item 11(g))
- Water Conservation Surcharge (Contract item 12)
- Peak Flow Rate Surcharge (Contract item 13)
- Peak Flow Charges (Contract item 17 & 18)

Budget to Actual Variance Fiscal Year 2023-24 - Water



Decrease in Operating Expenses:

- General & Administration: Decrease in Other Post-Employment Benefits (OPEB).
- Source of Supply: Delayed start-up of the removal of calcium carbonate, and contractual environmental services.
- Purification: Offset by an Increase in water treatment charges for unplanned increased lime purchases resulting from extended shutdowns at both the Alexander Orr and the Hialeah Lime production plants, and increases in salaries and fringe benefits.

Debt Service:

- 2024 Bond Sales occurred later in the fiscal year

Renewal & Replacement Lower than Budget:

- Actual 2024 renewal and replacement actuals were less than budget due to the following delayed projects:
 - PCCP Assessment and Replacement of Large-Diameter Water Mains
 - Miami Springs Wellfield Rehabilitation
 - Rehabilitation of 96-inch Water Main
 - Replacement of A. Orr Hydro Gear Drives
 - Replacement of 5 - 20,000Gal Stainless Steel Water Storage Tanks
 - Replacement of Filters 18th and 20th at Preston Plant
 - Rehabilitation of underperforming supply wells at different wellfields

Increase in Interest Earnings:

- Higher than anticipated interest rates.

Fiscal Year 2023-24 Cost of Service Water



Description	Local		Regional		Change in Regional Cost	% Change in Regional Costs
	Budget	Actual	Budget	Actual		
Operating Expenses						
Source of Supply	\$ 0	\$ 0	\$ 23,977,000	\$ 19,109,000	\$ (4,868,000)	-1.9%
Power & Pumping	0	0	2,146,000	1,919,000	(227,000)	-0.1%
Purification	0	0	98,781,000	104,058,000	5,277,000	2.0%
Transmission & Distribution	38,338,193	47,293,329	12,838,807	12,961,671	122,864	0.0%
Customer Accounting/Service	24,539,000	23,097,000	0	0	0	0.0%
General & Administration	18,569,093	15,945,000	37,738,907	31,271,000	(6,467,907)	-2.5%
Total Operating Expenses	\$ 81,446,285	\$ 86,335,329	\$ 175,481,715	\$ 169,318,671	\$ (6,163,044)	-2.4%
Other Revenue Requirements						
Debt Service	\$ 12,168,598	\$ 11,129,640	\$ 43,937,424	\$ 42,834,213	\$ (1,103,210)	-0.4%
Renewal & Replacement	11,339,021	10,621,891	36,062,979	30,078,109	(5,984,870)	-2.3%
Change in Op. Reserve. Req.	2,726,693	2,927,554	5,874,850	5,741,446	(133,405)	-0.1%
Interest Earnings	(675,443)	(5,762,607)	(3,584,557)	(17,560,393)	(13,975,836)	-5.4%
Inter-Departmental Charges	43,956,000	90,588,000	0	-	0	0.0%
Total Revenue Requirements	\$ 150,961,153	\$ 195,839,807	\$ 257,772,411	\$ 230,412,046	\$ (27,360,365)	-10.6%
Percent of Total	36.9%	45.9%	63.1%	54.1%		
Wholesale Flow (1,000 gal)			21,000,000	22,739,000		
Allocable Unbilled Flow (1,000 gal)			1,743,150	1,695,281		
Total Wholesale Flow (1,000 gal)			22,743,150	24,434,281		
Production (1,000 gal)			118,235,634	120,086,000		
% Wholesale			19.2%	20.3%		
Regional Cost Allocated to Wholesale			\$ 49,583,669	\$ 46,882,673		
Wholesale Customer Accounting/Service			105,451	124,612		
Total Wholesale cost			\$ 49,689,120	\$ 47,007,286		
Wholesale Rate (\$ per 1,000 gal)			\$2.3661	\$2.0673		
Proposed and Adopted 2024 Rate			\$2.1130			

Budget to Actual Variance Fiscal Year 2023-24 - Wastewater



Total Operating Expenses:

- Treatment & Disposal:
 - Increases in contractual rates for sludge hauling and equipment rental costs associated with emergency contracts issued for biosolid dewatering, hauling, and disposal services. Contracts address the backlog of biosolids removal at wastewater treatment plants, which has resulted from regulatory changes significantly decreasing the number of eligible disposal facilities, resulting in disposal rate spikes.
 - Increases in chemical prices, such as sodium hypochlorite and ferric sulfate, as well as rises in salaries and benefits.
- Pumping: Repair of various booster stations and generators using electrical and mechanical supplies, including overtime work.
- General and Administration: Decrease in Other Post-Employment Benefits (OPEB).

Decrease in Debt Service:

- Debt Service: 2024 Bond Sale occurred later in the fiscal year.

Increase in Renewal & Replacement:

- Additional required rehabilitation at regional wastewater treatment plants; increased cost of construction related equipment; replacement of effluent pump station chillers.

Increase in Interest Earnings:

- Higher than anticipated interest rates.

Fiscal Year 2023-24 Cost of Service Wastewater



Description	Local		Regional		Change in Regional Cost	% Change in Regional Costs
	Budget	Actual	Budget	Actual		
Operating Expenses						
Collection & Transmission	\$ 27,190,048	\$ 32,951,000	\$ 12,540,952	\$ 13,412,000	\$ 871,048	0.2%
Pumping	41,901,714	48,211,000	15,342,286	23,402,000	8,059,714	1.9%
Treatment & Disposal	0	0	130,558,000	164,838,000	34,280,000	8.1%
Customer Accounting/Service	18,711,000	18,217,000	0	0	0	0.0%
General & Administration	24,823,735	19,049,411	43,997,265	38,658,589	(5,338,676)	-1.3%
Total Operating Expenses	\$ 112,626,497	\$ 118,428,411	\$ 202,438,503	\$ 240,310,589	\$ 37,872,086	8.9%
Other Revenue Requirements						
Debt Service	\$ 20,486,960	\$ 27,578,190	\$ 194,125,928	\$ 180,601,460	\$ (13,524,468)	-3.2%
Renewal & Replacement	16,543,946	23,957,610	36,054,054	55,342,390	19,288,336	4.5%
Change in Op. Reserve. Req.	396,860	367,098	716,140	744,902	28,762	0.0%
Interest Earnings	(310,936)	(2,738,464)	(8,555,064)	(25,689,536)	(17,134,472)	-4.0%
Inter-Departmental Charges	(89,125,000)	(112,309,000)	0	0	0	0.0%
Total Revenue Requirements	\$ 60,618,326	\$ 55,283,845	\$ 424,779,562	\$ 451,309,806	\$ 26,530,244	6.2%
Percent of Total	12.5%	10.9%	87.5%	89.1%		
Wholesale Flow (1,000 gal)			30,100,000	33,886,000		
Plant Flow (1,000 gal)			107,857,667	112,447,000		
% Wholesale			27.9%	30.1%		
Regional Cost Allocated to Wholesale			\$ 118,543,866	\$ 136,002,597		
Wholesale Customer Accounting/Service			91,391	107,998		
Total Wholesale cost			\$ 118,635,256	\$ 136,110,595		
Wholesale Rate (\$ per 1,000 gal)			\$3.9414	\$4.0167		

Fiscal Year 2023-24 Cost Of Service – Sales (1,000 gals)



Description	2023-24 Budget	2023-24 Actual	Difference	Percent
Water System				
Retail Customers	62,800,000	64,974,000	2,174,000	1.8%
All Wholesale Customers	21,000,000	22,739,000	1,739,000	1.5%
Unbilled	34,435,634	32,373,000	(2,062,634)	-1.7%
Total Distributed	118,235,634	120,086,000	1,850,366	1.6%
Unbilled %	29.12%	26.96%		
Wastewater System				
Retail Customers	49,250,000	50,489,000	1,239,000	1.1%
All Wholesale Customers	30,100,000	33,886,000	3,786,000	3.5%
Infiltration/Inflow	28,507,667	28,072,000	(435,667)	-0.4%
Total Treated	107,857,667	112,447,000	4,589,333	4.3%
Infiltration/Inflow %	26.43%	24.96%		

Fiscal Year 2023-24 Rates vs. Actual Costs – True-up

Description	2023-24 Adopted Rate		2023-24 Actual Cost-of-Service		True-Up Amount	True-Up Percent
Wholesale Water Rates	\$	2.1130	\$	2.0673	\$ (0.0457)	-2.16%
Wholesale Wastewater Rates	\$	3.9414	\$	4.0167	\$ 0.0753	1.91%

Note: Negative True-up represents monies owed to customers; positive True-up represents monies owed to WASD.

True-up Breakdown

Description	2023-24 Adopted Rate	2023-24 Actual Cost-of-Service	Change From Adopted		
			Amount	Percent	
Wholesale Water Rates					
Rate per 1,000 gallons	\$ 2.1130	\$ 2.0673	\$ (0.0457)	-2.16%	
Summary Breakdown					
Flow Related			\$ (0.0482)	-2.28%	
Cost of Service			\$ 0.0025	0.12%	
Wholesale Wastewater Rates					
Rate per 1,000 gallons	\$ 3.9414	\$ 4.0167	\$ 0.0753	1.91%	
Summary Breakdown					
Flow Related			\$ (0.1709)	-4.34%	
Cost of Service			\$ 0.2462	6.25%	

Results of Fiscal Year 2023-24 True-up



Description	Water		Sewer		Net
	Consumption (1,000, gal)	True-up	Consumption (1,000, gal)	True-up	True-up
Bal Harbor	472,000	\$ (21,570)	0	\$ 0	\$ (21,570)
Bay Harbor Islands	330,000	(15,081)	0	0	(15,081)
Coral Gables	0	0	1,492,000	112,348	112,348
Florida City	0	0	645,000	48,569	48,569
Hialeah	6,988,000	(319,352)	14,091,000	1,061,052	741,700
Hialeah Gardens	701,000	(32,036)	812,000	61,144	29,108
Homestead Air Force Base	0	0	72,000	5,422	5,422
Homestead, City of	863,000	(39,439)	1,900,000	143,070	103,631
Indian Creek Village	234,000	(10,694)	0	0	(10,694)
Medley	510,000	(23,307)	557,000	41,942	18,635
Miami Beach	7,590,000	(346,863)	8,140,000	612,942	266,079
North Bay Village	392,000	(17,914)	349,000	26,280	8,366
North Miami	3,054,000	(139,568)	3,464,000	260,839	121,271
North Miami Beach	4,000	(183)	1,255,000	94,502	94,319
Opa-Locka	775,000	(35,418)	871,000	65,586	30,168
Surfside	345,000	(15,767)	0	0	(15,767)
Virginia Gardens	80,000	(3,656)	0	0	(3,656)
West Miami	401,000	(18,326)	238,000	17,921	(405)
Total	22,739,000	\$ (1,039,174)	33,886,000	\$ 2,551,617	\$ 1,512,443

Note: Negative True-up represents monies owed to customers; positive True-up represents monies owed to WASD.

Note: Some numbers are rounded and may lead to slight variances in totals.

Preliminary Proposed Wholesale Customer Rates Fiscal Year 2025-26

Agenda

Preliminary Proposed Wholesale Rates:

- Wholesale Rate Calculation
- WASD Proposed Budget Fiscal Year 2025-26
- Results of Water Cost Allocation – Fiscal Year 2025-26
- Results of Sewer Cost Allocation – Fiscal Year 2025-26
- Water & Sewer Wholesale Customer Rates – Fiscal Year 2025-26
- Wholesale Customer Charges Adjusted for True-up
- Discussion and Questions

Wholesale Rate Calculation

- The methodology for calculating wholesale rates follows the formula established in the Wholesale Agreements
- The wholesale rates include only those components outlined and agreed upon in the Wholesale Agreements
- The wholesale customer rate is a uniform rate for all customers in this class and is based upon the Department budget for Fiscal Year 2025-2026

WASD Proposed Budget FY 2026

The Fiscal Year 2026 water and sewer wholesale rates proposed herein are based on the Department's proposed budget as of June 6, 2025. The results presented herein are subject to change pursuant to the adoption of the final budget.

Results subject to BCC Budget Approval in September 2025

- First Budget Hearing scheduled: Thursday, September 4, 2025
- Second Budget Hearing scheduled: Thursday, September 18, 2025

Variance From Current Rates – Water

Increase In Projected Operating Expenses:

- Purification and Source of Supply: Emergency Declaration of the Alexander Orr Water Treatment Plant to include softener system cleaning and general repairs. Department personnel services costs are higher due to COLA and related benefit cost increases.
- Transmission and Distribution: Department personnel services costs are higher due to COLA and related benefit cost increases.
- General & Administration: Higher than anticipated capitalization of General and Administrative (G&A) costs.

Increase in Debt Service:

- Planned Series 2025 Bond totaling \$560 million.

Decrease in Renewal & Replacement Transfer:

- Water Reset projects qualified for bond funding.

Water Cost of Service Proposed Budget Fiscal Year 2025-26



Description	Local		Regional		Change in Regional Cost	% Change in Regional Costs
	FY2024-25	FY2025-26	FY2024-25	FY2025-26		
Operating Expenses						
Source of Supply	\$ 0	\$ 0	\$ 26,255,000	\$ 29,728,000	\$ 3,473,000	1.3%
Power & Pumping	0	0	1,937,000	1,998,000	61,000	0.0%
Purification	0	0	112,365,000	117,466,000	5,101,000	1.9%
Transmission & Distribution	42,745,828	52,657,242	13,295,172	14,431,758	1,136,585	0.4%
Customer Accounting/Service	26,748,000	28,528,000	0	0	0	0.0%
General & Administration	16,694,240	20,063,967	40,658,760	39,349,033	(1,309,727)	-0.5%
Total Operating Expenses	\$ 86,188,068	\$ 101,249,210	\$ 194,510,932	\$ 202,972,790	\$ 8,461,858	3.2%
Other Revenue Requirements						
Debt Service	\$ 11,806,622	\$ 12,739,369	\$ 44,527,963	\$ 49,082,092	\$ 4,554,129	1.7%
Renewal & Replacement	27,018,046	14,353,907	43,249,954	40,646,093	(2,603,861)	-1.0%
Change in Op. Reserve. Req.	535,667	584,753	1,208,903	1,172,247	(36,657)	0.0%
Interest Earnings	(4,108,336)	(6,273,323)	(17,373,664)	(17,416,677)	(43,013)	0.0%
Inter-Departmental Charges	46,758,000	44,055,000	0	0	0	0.0%
Total Revenue Requirements	\$ 168,198,066	\$ 166,708,917	\$ 266,124,088	\$ 276,456,545	\$ 10,332,456	3.9%
Percent of Total	38.7%	37.6%	61.3%	62.4%		
Wholesale Flow (1,000 gal)			22,500,000	23,230,000		
Allocable Unbilled Flow (1,000 gal)			1,794,218	1,619,866		
Total Wholesale Flow (1,000 gal)			24,294,218	24,849,866		
Production (1,000 gal)			119,950,000	120,100,000		
% Wholesale			20.3%	20.7%		
Regional Cost Allocated to Wholesale			\$ 53,899,763	\$ 57,201,566		
Wholesale Customer Accounting/Service			106,082	124,612		
Total Wholesale cost			\$ 54,005,845	\$ 57,326,178		
Wholesale Rate (\$ per 1,000 gal)			\$2.4003	\$2.4678		

Variance From Current Rates – Wastewater

Increase In Projected Operating Expenses:

- Treatment & Disposal:
 - Continuous contractual rate increases related to sludge hauling and equipment rental costs (boilers and belt presses) associated with biosolid dewatering, hauling, and disposal services. Contracts address the backlog of biosolids removal at wastewater treatment plants, which has resulted from regulatory changes significantly decreasing the number of eligible disposal facilities, resulting in disposal rate spikes.
 - Department personnel services costs are higher due to COLA and related benefit cost increases.
- Pumping: Increases in mechanical and electrical supplies, as well as personnel services costs, are higher due to COLA and related benefit cost increases.
- General & Administration: Increases in personnel services.

Increase in Debt Service:

- Planned Series 2025 Bond totaling \$560 million.

Increase in Renewal and Replacement:

- Wastewater Treatment Plant Rehabilitation: Structural and Equipment such as: CDWWTP New Screen and CDWWTP Compactor for Plant 1 and Plant 2.
- Heavy Construction Equipment purchases.

Decrease in Interest Earnings credit:

- Result of lower interest rates.

Wastewater Cost of Service Proposed Budget Fiscal Year 2025-26

Description	Local		Regional		Change in Regional Cost	% Change in Regional Costs
	FY 2024-25	FY 2025-26	FY 2024-25	FY 2025-26		
Operating Expenses						
Collection & Transmission	\$ 30,579,494	\$ 35,734,170	\$ 13,920,506	\$ 14,544,830	\$ 624,324	0.1%
Pumping	48,173,099	49,595,132	20,696,901	24,073,868	3,376,967	0.8%
Treatment & Disposal	0	0	162,963,000	209,290,000	46,327,000	10.5%
Customer Accounting/Service	20,398,000	21,730,000	0	0	0	0.0%
General & Administration	22,697,732	23,970,542	47,400,268	48,645,458	1,245,191	0.3%
Total Operating Expenses	\$ 121,848,326	\$ 131,029,843	\$ 244,980,674	\$ 296,554,157	\$ 51,573,482	11.7%
Other Revenue Requirements						
Debt Service	\$ 25,731,947	\$ 30,765,298	\$ 197,375,871	\$ 204,384,056	\$ 7,008,185	1.6%
Renewal & Replacement	11,120,987	16,616,249	28,611,013	38,383,751	9,772,738	2.2%
Change in Op. Reserve. Req.	3,619,771	3,267,262	7,213,229	7,565,738	352,509	0.1%
Interest Earnings	(1,661,244)	(2,804,581)	(36,603,756)	(30,239,419)	6,364,337	1.4%
Inter-Departmental Charges	(81,575,000)	(82,131,000)	0	0	0	0.0%
Total Revenue Requirements	\$ 79,084,787	\$ 96,743,071	\$ 441,577,031	\$ 516,648,283	\$ 75,071,251	17.0%
Percent of Total	15.2%	15.8%	84.8%	84.2%		
Wholesale Flow (1,000 gal)			33,637,000	34,470,000		
Plant Flow (1,000 gal)			116,000,000	114,000,000		
% Wholesale			29.0%	30.2%		
Regional Cost Allocated to Wholesale			\$ 128,045,919	\$ 156,218,125		
Wholesale Customer Accounting/Service			91,938	107,998		
Total Wholesale cost			\$ 128,137,857	\$ 156,326,123		
Wholesale Rate (\$ per 1,000 gal)			\$3.8094	\$4.5351		

Proposed Rates – Fiscal Year 2025-26

Description	2024-25 COS Rate		2024-25 Adopted Rate		2025-26 Budget COS Rate		2025-26 Proposed Rate		Change From Existing		
									\$	%	
Wholesale Water Rates											
Rate per 1,000 gallons	\$	2.4003	\$	2.4003	\$	2.4678	\$	2.4678	\$	0.0675	2.81%
Wholesale Wastewater Rates											
Rate per 1,000 gallons	\$	3.8094	\$	3.8094	\$	4.5351	\$	4.5351	\$	0.7257	19.05%
Wet Season	\$	4.2856	\$	4.2856	\$	5.1020	\$	5.1020	\$	0.8164	19.05%
Dry Season		3.3332		3.3332		3.9682		3.9682		0.6350	19.05%

Estimated Charges Fiscal Year 2025-26 (Excluding True-up)



Description	Water		Sewer		Net
	Consumption (1,000, gal)	Annual Charge	Consumption (1,000, gal)	Annual Charge	Total
2026 Proposed Rate (\$/1,000 gal)		\$ 2.4678		\$ 4.5351	
Bal Harbor	471,000	\$ 1,162,334	\$ 0	\$ 0	\$ 1,162,334
Bay Harbor Islands	330,000	814,374	0	0	814,374
Coral Gables	0	0	1,492,000	6,766,369	6,766,369
Florida City	0	0	645,000	2,925,140	2,925,140
Hialeah	7,113,000	17,553,461	14,670,000	66,529,917	84,083,378
Hialeah Gardens	702,000	1,732,396	812,000	3,682,501	5,414,897
Homestead Air Force Base	0	0	72,000	326,527	326,527
Homestead, City of	864,000	2,132,179	1,900,000	8,616,690	10,748,869
Indian Creek Village	233,000	574,997	0	0	574,997
Medley	510,000	1,258,578	557,000	2,526,051	3,784,629
Miami Beach	7,895,000	19,483,281	8,145,000	36,938,390	56,421,671
North Bay Village	392,000	967,378	349,000	1,582,750	2,550,128
North Miami	3,115,000	7,687,197	3,464,000	15,709,586	23,396,783
North Miami Beach	4,000	9,871	1,255,000	5,691,551	5,701,422
Opa-Locka	775,000	1,912,545	871,000	3,950,072	5,862,617
Surfside	345,000	851,391	0	0	851,391
Virginia Gardens	80,000	197,424	0	0	197,424
West Miami	401,000	989,588	238,000	1,079,354	2,068,942
Total	23,230,000	\$ 57,326,994	34,470,000	\$ 156,324,897	\$ 213,651,891

Note: Some numbers are rounded and may lead to slight variances in totals.

Estimated Charges After Adjustment for True-up Fiscal Year 2025-26

Description	Water			Sewer			Total Annual Charge
	2025-26 Charge	2023-24 True-up	Total Water	2025-26 Charge	2023-24 True-up	Total Sewer	
Bal Harbor	\$ 1,162,334	\$ (21,570)	\$ 1,140,764	\$ 0	\$ 0	\$ 0	\$ 1,140,764
Bay Harbor Islands	814,374	(15,081)	799,293	0	0	0	799,293
Coral Gables	0	0	0	6,766,369	112,348	6,878,717	6,878,717
Florida City	0	0	0	2,925,140	48,569	2,973,709	2,973,709
Hialeah	17,553,461	(319,352)	17,234,109	66,529,917	1,061,052	67,590,969	84,825,078
Hialeah Gardens	1,732,396	(32,036)	1,700,360	3,682,501	61,144	3,743,645	5,444,005
Homestead Air Force Base	0	0	0	326,527	5,422	331,949	331,949
Homestead, City of	2,132,179	(39,439)	2,092,740	8,616,690	143,070	8,759,760	10,852,500
Indian Creek Village	574,997	(10,694)	564,303	0	0	0	564,303
Medley	1,258,578	(23,307)	1,235,271	2,526,051	41,942	2,567,993	3,803,264
Miami Beach	19,483,281	(346,863)	19,136,418	36,938,390	612,942	37,551,332	56,687,750
North Bay Village	967,378	(17,914)	949,464	1,582,750	26,280	1,609,030	2,558,494
North Miami	7,687,197	(139,568)	7,547,629	15,709,586	260,839	15,970,425	23,518,054
North Miami Beach	9,871	(183)	9,688	5,691,551	94,502	5,786,053	5,795,741
Opa-Locka	1,912,545	(35,418)	1,877,127	3,950,072	65,586	4,015,658	5,892,785
Surfside	851,391	(15,767)	835,624	0	0	0	835,624
Virginia Gardens	197,424	(3,656)	193,768	0	0	0	193,768
West Miami	989,588	(18,326)	971,262	1,079,354	17,921	1,097,275	2,068,537
Total	\$ 57,326,994	\$ (1,039,174)	\$ 56,287,820	\$ 156,324,897	\$ 2,551,617	\$ 158,876,514	\$ 215,164,334

Note: Some numbers are rounded and may lead to slight variances in totals.

Discussion and Questions



TOWN OF BAY HARBOR ISLANDS MEMORANDUM

TO:	Mayor and Town Council Members
CC:	Morris G. (Skip) Miller, Esq., Town Attorney Randy Stokes, Public Works Director Evelyn Herbello, Town Clerk
FROM:	Lindsley Noel, MAcc Town Manager
DATE:	September 25, 2025
SUBJECT:	Town of Bay Harbor Islands – Sewer Rate Increase for FY 2025-2026

RECOMMENDATION

Staff recommends increasing sewer rate at the same percentage as the rates being charged by the City of Miami Beach, which is 42.35, in order to pass through our increased costs.

BACKGROUND / ANALYSIS

The town purchases water directly from the County and the sewage is pumped by the City of Miami Beach into the County's system. The City of Miami Beach has notified the Town that Miami-Dade sewer rates which are passed through the Town are increasing by 19.05%; and the City of Miami Beach sewer surcharge rates are increasing by 259.01% and 325.13 for the wet season and dry season, respectively. Based on the volumes for the 12-months ended August 2025, this represents a weighted average increase in the overall sewer rate of 42.35%.

EXECUTE

Pursuant to Section 20-9 of the Town Code, sewer service charges shall be in addition to the percent of such charges as determined from time to time by Miami-Dade County to compensate for the Miami-Dade County water and sewer utility charges to finance the Environmental Resources Management Department's water protection and utility regulation program.

FINANCIAL ANALYSIS

The water rate increase will generate an estimated \$354,000 in revenue. The revenue will offset the increase in the operating expense charged by the City of Miami Beach for sewer service.

ATTACHMENTS

1. 2024 True-up and 2026 Wholesale Rate Presentation 7.03.2025

2. Satellite Cities Wholesale Sanitary Sewer Rate Notification - Bay Harbor FY25
3. Satellite Cities Wholesale Sanitary Sewer Rate Notification - Bay Harbor FY26
4. Utility Water Rate Increase FY 2025-26
5. Ordinance - Sewer Rate Increase - 9-25-2025

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING SECTION 20-9 OF THE TOWN CODE TO INCREASE THE MONTHLY BASE AND FLOW CHARGES FOR SEWER SERVICE FOR RESIDENTIAL USERS TO \$34.43 AND \$13.17 RESPECTIVELY; TO INCREASE THE MONTHLY BASE CHARGES FOR NON-RESIDENTIAL USERS IN ACCORDANCE WITH THE SCHEDULE PROVIDED HEREIN, AND TO INCREASE THE MONTHLY FLOW CHARGES FOR NON-RESIDENTIAL USERS TO \$13.17; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with protecting and preserving the public health, safety, and welfare of the residents and those coming into the Town of Bay Harbor Islands; and

WHEREAS, the Town of Bay Harbor Islands purchases its sewer services from the City of Miami Beach, which in turn pays Miami-Dade County; and

WHEREAS, Miami-Dade County has indicated an increase of 19.05% for sewer services in its preliminary budget and the City of Miami Beach has indicated an average increase of 282.09% in their surcharge; and

WHEREAS, the Town of Bay Harbor Islands does not currently have an alternative source to purchase sewer services and in order to maintain proper fiscal discipline must pass- through the County's increase; and

36 **WHEREAS**, Section 20-09 of Town Code set forth the schedule of rates for
37 service supplied by the sewer system, which is subject to increase or revision from
38 time to time, as may be necessary.

39
40 **NOW THEREFORE, IT IS HEREBY ORDAINED BY THE TOWN COUNCIL**
41 **OF THE TOWN OF BAY HARBOR ISLANDS, AS FOLLOWS:**

42
43 **Section 1.** The foregoing recitals are adopted and hereby incorporated as if
44 fully set forth
45 herein.

46
47 **Section 2.** Section 20-9 - Sewer service - Rates is hereby amended as
48 outlined below.

49
50 **Sec. 20-9. Sewer Service - Rates.**

51
52 The schedule of rates for service supplied by the sewer system, which
53 schedule shall be subject to such increase, decrease, or revision from time to time
54 as may be necessary to carry out the provisions of this section, shall be as
55 follows:

56
57 Residential Users:

58 Sewage charges shall be based upon water usage (excluding water usage through
59 meters used exclusively for irrigation) at a rate of ~~\$9.25~~ \$13.17 per thousand
60 gallons. In addition, there shall be a monthly base charge of ~~\$24.19~~ \$34.43 per
61 living unit regardless of usage.

62
63 Non-residential users:

64 Sewage charges shall be based upon water usage (excluding water usage through
65 meters used exclusively for irrigation) at a rate of ~~\$9.25~~ \$13.17 per thousand
66 gallons. In addition, there shall be a monthly base charge regardless of usage

depending upon the size of the water meter as follows:

Water Meter Size	Monthly Base Charge	Monthly Base Charge
1"	<u>\$101.00</u>	\$ 144.00
1.5"	<u>\$202.00</u>	\$ 287.00
2"	<u>\$323.00</u>	\$ 460.00
3"	<u>\$606.00</u>	\$ 862.00
4"	<u>\$918.00</u>	\$1,306.00

An initial deposit of \$50.00 per water closet to ensure payment of the Sewage charge, tapping charge of \$250.00 for each service connection made to any single- family dwelling unit and \$650.00 for each service connection made to any multiple- family dwelling or commercial establishment. To the charges set forth above shall be added that percent of such charges as determined from time to time by Miami- Dade County to compensate for the Miami-Dade County Water and Sewer Utility services charge to finance the environmental resources management department's water protection and utility regulation program.

Section 3. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion In the Code. It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Code of Bay

Harbor Islands, Florida. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 5. Repeal of Ordinances in Conflict. All ordinances or parts of ordinances in conflict herewith or inconsistent herewith, are hereby repealed, but only insofar as such ordinances may be inconsistent or in conflict with this Ordinance.

Section 6. Effective Date. This Ordinance shall be effective for all billings rendered after November 1, 2025.

PASSED on First Reading this 25th day of September, 2025.

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

Motion By: _____

Second By: _____

TOWN OF BAY HARBOR ISLANDS,
FLORIDA

By: _____
Isaac Salver, Mayor

Attest:

Evelyn Herbello, MMC
Interim Town Clerk

Approved as to form and legal sufficiency:

Greenspoon Marder LLP
Town Attorneys
BY: Morris G. (Skip) Miller, Esq.

MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

Public Works Department
Tel: 305-673-7080, Fax: 305-673-7087

July 24, 2024

Brian Stewart
Finance Director
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Re: City of Miami Beach Satellite City Wholesale Sanitary Sewer Rate Notification

Dear Mr. Stewart:

This letter is to inform you that the Miami-Dade County Water and Sewer Department (WASD) recommended to the Board of County Commissioners that their wholesale sewer rate be increased.

Based on the WASD recommendation, the Fiscal Year 2024/2025 sewer rates charged by the City of Miami Beach for the Dry Season (November 1 to April 30) and the Wet Season (May 1 to October 31) will be as follows:

Wet Season	FY25
Miami-Dade Sewer Rate	\$ 4.2856
City of Miami Beach Surcharge	+ \$ 0.4025
Rate per 1,000 Gallons	<u>\$ 4.6881</u>

Dry Season	FY25
Miami-Dade Sewer Rate	\$ 3.3332
City of Miami Beach Surcharge	+ \$ 0.3399
Rate per 1,000 Gallons	<u>\$ 3.6731</u>

As you may also be aware, WASD included a "true-up" debit based upon increased WASD sewer operating expenditures and renewal and replacement transfers in Fiscal Year 2022/23. The true-up amount calculated for the Town of Bay Harbor Islands is based upon the debit rate of \$0.0787 per thousand gallons of treated wastewater for all wholesale customers as calculated by WASD. The billed sewer flow for your municipality in FY 2022/23 was 256,808,000 gallons. The FY 2022/23 true-up debit for your city was calculated as follows:

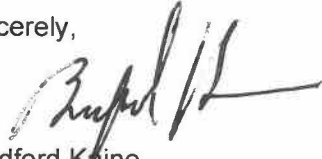
Sewer flow per 1,000 gallons	256,808
True-Up rate per 1,000 gallons	x \$ 0.0787
Total	<u>\$ 20,211</u>

The FY 2022/23 true-up will be prorated as of the October 2024 billing through March 2025.

Please contact me if you have any additional questions or concerns at 305-673-7080.

We are committed to providing excellent public service and safety to all who live, work, and play in our vibrant, tropical, historic community.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bradford Kaine', with a stylized flourish at the end.

Bradford Kaine
Interim Public Works Director

cc: Eric Carpenter, Deputy City Manager
P. Rodney Knowles, Assistant Public Works Director
Lys Desir, Infrastructure Division Director
Cristina Ortega Castineiras, City Engineer



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

Public Works Department
Tel: 305-673-7080, Fax: 305-673-7087

July 8, 2025

Sandra Siefken
Finance Director
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Re: City of Miami Beach Satellite City Wholesale Sanitary Sewer Rate Notification

Dear Ms. Siefken:

This letter is to inform you that the Miami-Dade County Water and Sewer Department (WASD) recommended to the Board of County Commissioners that their wholesale sewer rate be increased.

Based on the WASD recommendation, the Fiscal Year 2025/2026 sewer rates charged by the City of Miami Beach for the Dry Season (November 1 to April 30) and the Wet Season (May 1 to October 31) will be as follows:

Wet Season	FY26
Miami-Dade Sewer Rate	\$5.1020
City of Miami Beach Surcharge	+ \$1.4450
Rate per 1,000 Gallons	<u>\$6.5470</u>
 Dry Season	 FY26
Miami-Dade Sewer Rate	\$3.9682
City of Miami Beach Surcharge	+ \$1.4450
Rate per 1,000 Gallons	<u>\$5.4132</u>

As you may also be aware, WASD included a "true-up" debit based upon increased WASD sewer operating expenditures and renewal and replacement transfers in Fiscal Year 2023/24. The true-up amount calculated for the Town of Bay Harbor Islands is based upon the debit rate of \$0.0753 per thousand gallons of treated wastewater for all wholesale customers as calculated by WASD. The billed sewer flow for your municipality in FY 2023/24 was 242,423,000 gallons. The FY 2023/24 true-up debit for your city was calculated as follows:

Sewer flow per 1,000 gallons	242,423
True-Up rate per 1,000 gallons	x \$0.0753
Total	<u>\$ 18,254</u>

The FY 2023/24 true-up will be prorated as of the October 2025 billing through March 2026.

Please contact me if you have any additional questions or concerns at 305-673-7080.

Sincerely,



Bradford Kaine
Interim Public Works Director

cc: Eric Carpenter, City Manager
David Martinez, P.E., Assistant City Manager
P. Rodney Knowles, Assistant Public Works Director
Lys Desir, Infrastructure Division Director

TOWN OF BAY HARBOR ISLANDS, FL
FY 2025-26 Utility Rates

WATER UTILITY SERVICE RATE 2.81% PASS THROUGH INCREASE

All Users (Residential & Non-Residential)

The charges for water service are increasing to a rate of six dollars and forty one cents \$6.41 per 1,000 thousand gallons plus that percent of such charges as determined from time to time by Miami-Dade County to compensate for the Miami-Dade County Water and Sewer utility charges to finance the Environmental Resource Management Department's water and utility regulation program.

The minimum water service charge for each water meter is increasing to the amount of twenty nine dollars and seventy seven cents \$29.77.

Water Meter Size	FY 2025 Minimum Charge	FY 2026 Minimum Charge	FY 2025 ADOPTED Rate For Consumption 1 Kgal	FY 2026 Pass through increase 2.81% Rate for Consumption 1 Kgal
1 inch	\$ 28.96	\$ 29.77	\$ 6.23	\$ 6.41
1.5 inch	\$ 28.96	\$ 29.77	\$ 6.23	\$ 6.41
2 inch	\$ 28.96	\$ 29.77	\$ 6.23	\$ 6.41
3 inch	\$ 28.96	\$ 29.77	\$ 6.23	\$ 6.41
4 inch	\$ 28.96	\$ 29.77	\$ 6.23	\$ 6.41

SEWER UTILITY SERVICE RATE PROPOSED 42.35%

Residential Users and Non-Residential Users

Sewer charges based upon water usage (excluding water usage through meters used exclusively for irrigation) are increasing to a rate of thirteen dollars and seventeen cents \$13.17 per 1,000 thousand gallons.

The monthly base charges are as follows:

Residential Users

Water Meter Size	FY 2025 Base Charge	FY 2026 Base Charge	FY 2025 ADOPTED Rate For Consumption 1 Kgal	FY 2026 Pass through increase 42.35% Rate for Consumption 1Kgal
5/8				
3/4				
1 inch	\$ 24.19	\$ 34.43	\$ 9.25	\$ 13.17
1.5 inch	\$ 24.19	\$ 34.43	\$ 9.25	\$ 13.17
2 inch	\$ 24.19	\$ 34.43	\$ 9.25	\$ 13.17
3 inch	\$ 24.19	\$ 34.43	\$ 9.25	\$ 13.17
4 inch	\$ 24.19	\$ 34.43	\$ 9.25	\$ 13.17

Non-Residential Users

Water Meter Size	FY 2025 ADOPTED Base Rate	FY 2026 PROPOSED Base Rate	FY 2025 ADOPTED Rate For Consumption 1 Kgal	FY 2026 Pass through increase 42.35% Rate for Consumption 1Kgal
5/8	\$ -	\$ -		
3/4	\$ -	\$ -		
1 inch	\$ 101	\$ 144	\$ 9.25	\$ 13.17
1.5 inch	\$ 202	\$ 287	\$ 9.25	\$ 13.17
2 inch	\$ 323	\$ 460	\$ 9.25	\$ 13.17
3 inch	\$ 606	\$ 862	\$ 9.25	\$ 13.17
4 inch	\$ 918	\$ 1,306	\$ 9.25	\$ 13.17

**TOWN OF BAY HARBOR ISLANDS, FL
FY 2025-26 Utility Rates**

SOLID WASTE UTILITY RATES (NO INCREASE)

The Town of Bay Harbor Islands shall collect or franchise a service for collection and disposal of garbage, and yard waste as prescribed by Section 9-38 (B) of the Code of the Ordinances, and all persons, firms, or corporations whose premises are serviced thereby shall pay the following rates:

Residential Users

Solid Waste Collection Classification	Solid Waste Fees
1) For a Condominium or Co-Op Building with three or more units	\$21.28/Unit
2) For a Rental Apartment Building with three or more units	\$21.28/Unit
3) For Single Family Residences	\$24.47/Unit

Non-Residential Users

Solid Waste Collection Classification	Solid Waste Fees
<u>COMMERCIAL UNITS</u>	
1) 96-gallon solid waste container, per unit, per month:	\$155.45/Container
<u>RESTAURANTS</u>	
1) Daily Collection Services:	Actual Cost-plus 10% Admin Fee
2) 96 Gallon Solid Waste Container:	\$155.45/Container
3) One (1) Yard Solid Waste Container	\$285.54/Container
4) Two (2) Yard Solid Waste Container	\$571.07/Container
5) Four (4) Yard Solid Waste Container	\$1,142.13/Container

STORMWATER RATE (NO INCREASE)

The charges for stormwater utility fees per Equivalent Residential Unit (ERU) are fifteen dollars and zero cents \$15.00 per month. The authority for stormwater utility charges is granted to the Town Council by the Town of Bay Harbor Charter Section 20-15(a).

TOWN OF BAY HARBOR ISLANDS, FL

FY 2025-26 Proposed Utility Rate Increase

Bill Comparison based on a 1" Water Meter:

Single Family Home 6,000 Gallons Bill			6 Unit Multi-Family Bldg. 6,000 Gallons Bill			Commercial Unit 6,000 Gallons Bill with 96 Gallon Container		
Monthly Bill	Residential Users and Non-Residential Users	Rate Increase	Monthly Bill	Current Rates	Rate Increase	Monthly Bill	Current Rates	Rate Increase
Water Consumption	\$ 37.38	\$ 38.43	Water Consumption	\$ 37.38	\$ 38.43	Water Consumption	\$ 37.38	\$ 38.43
Sewer Base	\$ 24.19	\$ 34.43	Sewer Base	\$ 145.13	\$ 206.60	Sewer Base	\$ 100.96	\$ 143.72
Sewer Consumption	\$ 55.50	\$ 79.05	Sewer Consumption	\$ 55.50	\$ 79.05	Sewer Consumption	\$ 55.53	\$ 79.05
Derm Fee *	\$ 7.02	\$ 9.11	Derm Fee *	\$ 14.28	\$ 19.44	Derm Fee *	\$ 11.63	\$ 15.67
Solid Waste	\$ 24.47	\$ 24.47	Solid Waste	\$ 127.68	\$ 127.68	Solid Waste	\$ 155.45	\$ 155.45
Stormwater	\$ 15.00	\$ 15.00	Stormwater	\$ 90.00	\$ 90.00	Stormwater	\$ 135.00	\$ 135.00
Total Bill	\$ 163.57	\$ 200.49	Total Bill	\$ 469.98	\$ 561.20	Total Bill	\$ 495.96	\$ 567.32
Overall Monthly Increase \$ 36.93			Overall Monthly Increase \$ 91.23			Overall Monthly Increase \$ 71.36		
Overall Monthly Avg. Increase for 6,000 Gallon Consumption 22.6%			Overall Monthly Avg. Increase for 6,000 Gallon Consumption 19.4%			Overall Monthly Avg. Increase for 6,000 Gallon Consumption 14.4%		

● 42.35% Proposed monthly rate increase for sewer service to pass through the increase charged by the City of Miami Beach

AGENDA ITEM REPORT

October 8, 2025

ITEM NUMBER: 28.

ITEM: Consideration and approval of an Ordinance on first reading creating Chapter 2, Article III for "Lobbyist Registration Fee". Sponsored by Town Manager Lindsley Noel.

DESCRIPTION:

This ordinance on first reading is being heard before the Town Council at the October 8, 2025 Town Council Meeting. The Town Council proposes to add to its Code of Ordinances provisions to address such lobbying activity and to require such lobbyists and the principals by whom they are engaged to register, pay a fee and file an expenditure report. After studying of the existing Code provisions, the Town Council finds that the need exists to address such lobbying activity. Chapter 2, Article III, titled "Lobbying" will be added to the Town of Bay Harbor Islands Code of Ordinances. (See Exhibit A).

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	Town of BHI Lobbying Ordinance
2.	Exhibit A-BHI Lobbyist Registration

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; ADDING CHAPTER 2, ARTICLE III TO THE TOWN CODE OF ORDINANCES TO PROVIDE FOR LOBBYIST REGISTRATION AND FEES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is in the interest of the Town of Bay Harbor Islands and its residents to know when a person is seeking, on behalf of another, to encourage the passage, defeat or modification of action by the Town Council, board committee or Town personnel; and

WHEREAS, in order to do so, the Town Council proposes to add to its Code of Ordinances provisions to address such lobbying activity and to require such lobbyists and the principals by whom they are engaged to register, pay a fee and file an expenditure report; and

WHEREAS, after studying of the existing Code provisions, the Town Council finds that the need exists to address such lobbying activity, 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 Chapter 2, Article III, “Lobbying” is hereby added to the Town of Bay Harbor Islands Code of Ordinances, as more fully set forth in the attached Exhibit “A”, and by reference is 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 ____ day of _____, 2025.

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

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Mayor Isaac Salver	_____
Vice Mayor Stephanie Bruder	_____
Council Member Teri D'Amico	_____
Council Member Molly Diallo	_____
Council Member Joshua Fuller	_____
Council Member Eric Rappaport	_____
Council Member Robert Yaffe	_____

ISAAC SALVER
MAYOR

ATTEST:

EVELYN HERBELLO, MMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

GREENSPOON MARDER, LLP
TOWN ATTORNEYS
BY: MORRIS G. (SKIP) MILLER, ESQ.

Exhibit "A"

Additions to the Town of Bay Harbor Islands Code of Ordinances

Chapter 2 –

Article III. Lobbying.

This section shall be applicable to all lobbyists as defined below, and shall also constitute a standard of conduct and behavior for all lobbyists. The provisions of this section shall be applied in a cumulative manner.

- (1) *Definitions.* For purposes of this section, the following words, terms and phrases shall have the meanings as indicated below:
 - a. *Town personnel.* Those town officers and employees specified to include the mayor and town council members, town board or town committee members, and all town employees.
 - b. *Lobbyist.* All persons, attorneys, firms, or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) any ordinance, resolution, action or decision of the town council; (2) any action, decision, recommendation of a town board or committee; or (3) any action, decision or recommendation of town personnel during the time period of the entire decision-making process on such action, decision or recommendation which foreseeably will be heard or reviewed by the town council, or a town board or committee. "Lobbyist" specifically includes the principal as well as any employee engaged in lobbying activities, as defined in this section, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. The term "lobbyist" specifically excludes any person who only appears as a representative of a not-for-profit community-based organization for the purpose of requesting a grant without special compensation or reimbursement for the appearance; any person who only appears as a representative of a neighborhood, homeowners or condominium association without compensation for the appearance, whether direct or indirect or contingent, to express support of or opposition to any item, and any person whose representation is limited to interactions with town staff or appearances at a public meeting as a representative of a single family property owner for a design review or development approval application for the single family property owned by that property owner.
 - c. *Principal.* All persons or entities who employ a lobbyist.
- (2) *Lobbyist registration, fees, renewal and withdrawal.*

- a. All lobbyists shall register with the town clerk before engaging in any lobbying activities in the town. Every person required to register as a lobbyist shall:
 - i. Register as a lobbyist.
 - 1. Complete the annual lobbyist registration form, as prepared by the town clerk, stating under oath his or her name, business address, the name and business address of each person or entity which has employed the registrant to lobby, and the specific issue(s) on which the lobbyist has been employed to lobby. If the lobbyist is a principal, owner or employee of a corporation or other entity, it shall also be identified.
 - 2. Without limiting the foregoing, the lobbyist shall also identify all persons holding, directly or indirectly, a five-percent or more ownership interest in the corporation or other entity.
 - ii. Pay an annual lobbyist registration fee of \$300.00.
 - iii. Register and disclose terms for each principal represented.
 - 1. Complete the annual principal registration form, as prepared by the town clerk, prior to conducting any lobbying for each principal (client). Such application shall include a requirement that the lobbyist state under oath, his or her name, business address, the name and business address of each person or entity by which s/he has been employed to lobby, the specific issue on which the lobbyist has been employed to lobby, as well as a letter of permission signed by the person, entity, principal or the principal's representative, stating that the lobbyist is authorized to represent him/her/it, together with a disclosure of the terms and amount of compensation paid by each principal to the lobbyist. Each lobbyist and his/her principal shall attach a copy of a fee letter and specify whether any consideration or fee shall be received for such lobbying activities. In the alternative, such lobbyist shall submit to the town clerk a joint affidavit, signed by the lobbyist and his/her principal, disclosing the amount of compensation (to be) paid by each principal to the lobbyist with regard to the specific issue on which the lobbyist has been engaged.
 - 2. Pay an annual principal registration fee of \$100.00.
 - 3. If multiple lobbyists from the same firm represent the same principal, then only one principal registration form and principal registration fee of \$100.00 is required to be filed for that principal. All lobbyists from the same firm who represent

the same principal must file a separate lobbyist registration form and a lobbyist registration fee of \$300.00. All lobbyist are required to file an expenditure report as outlined below in 2 (a) (iv). Any lobbyist from the same firm may submit all the necessary documents to the town clerk on behalf of the firm.

iv. File a lobbyist expenditure report.

1. By January 15 of each year, all lobbyists shall submit to the town clerk a signed statement under oath listing all lobbying expenditures for the preceding calendar year. The statement shall list in detail each expenditure by category, including food and beverage, entertainment, research, communication, media advertising, publications, travel, lodging and special events, and town personnel on whose behalf or benefit the expenditure was made. A statement shall be filed even if there have been no expenditures during the reporting period. Annual statements shall be required until such time as the lobbyist files a notice of withdrawal of lobbying activities with the town clerk.
2. The town clerk shall notify any lobbyist who fails to timely file an expenditure report. In addition to any other penalties which may be imposed, a fine of \$50.00 per day shall be assessed for reports filed after the due date. Any lobbyist who fails to file the required expenditure report by February 15 shall be automatically suspended from lobbying until all fines are paid, unless the fine has been appealed to the Miami-Dade Commission on Ethics and Public Trust.

A lobbyist or principal may appeal a fine and may request a hearing before the Miami-Dade Commission on Ethics and Public Trust. A request for hearing on the fine must be filed with the Miami-Dade Commission on Ethics and Public Trust, with a copy to the Town Clerk, within 15 calendar days of receipt of the notification of the failure to file the required disclosure form.

- v. File a notice of withdrawal. Each person who withdraws as a lobbyist for a particular principal (client) shall file an appropriate notice of withdrawal.
- b. All lobbyist and principal registration forms, expenditure reports, notices of withdrawal, and applicable fees shall be submitted to the town clerk. Such forms may be amended from time to time administratively.
- c. ***Exemption from lobbyist registration fees.*** A principal, owner or employee of any business located in the Town of Bay Harbor Islands, including a corporation, partnership, company or other entity, which appears as a lobbyist on behalf of that entity, without special compensation or

reimbursement for the appearance, whether direct, indirect or contingent, to express support for or opposition to any item before the town council or board, shall register with the town clerk and comply with all requirements imposed on lobbyists in this section, and must provide disclosure as to in what capacity he/she is appearing before the town council, but shall not be required to pay any lobbyist registration fees.

- (3) *Expiration of lobbyist and principal registrations.* All lobbyist and principal registrations expire December 31 of each year.
- (4) *Processing of registration fees.* The registration fees required by this section shall be deposited by the town clerk into a separate account and shall be expended for the purpose of recording, transcribing, administration and other costs incurred in maintaining these records for availability to the public. Unexpended funds may be transferred to general revenue at the end of the fiscal year. There shall be no fee required for filing a notice of withdrawal, and the town council may, in its discretion, waive the lobbyist and/or principal registration fee upon a finding of financial hardship.
- (5) *Change in lobbyist information.* Any change to the information originally filed pursuant to this section shall require that the lobbyist file, within three business days from such changed circumstances, a signed statement under oath amending the above-referenced reports. Additionally, in the event official action on the specific lobbying issue is scheduled to occur during said three-day period, the lobbyist and principal shall, prior to said official action, further disclose the amendment by publicly stating on the record, at which the official action is to occur, the subject amendment. The lobbyist has a continuing duty to supply accurate information and amend said reports when so needed.
- (6) *Creation of a lobbyist log.* The town clerk shall publish logs on a quarterly and an annual basis reflecting the lobbyist registrations which have been filed in accordance with this section. All logs required by this section shall be prepared in a manner substantially similar to the logs prepared for the Florida Legislature pursuant to F.S. § 11.045.
- (7) *Town clerk to publish information.* The town clerk shall publish to the town commission, town appointed boards or committees, town manager and other personnel a list of registered lobbyists and their principals, for which they are authorized to lobby, and any other disclosure made to the town clerk that is required pursuant to state and county law. The information shall be disseminated by the town clerk prior to town council meetings and public hearings.
- (8) *Town sign-in sheet.* Every lobbyist and principal shall sign in at the front desk each time he or she meets with town personnel at a town facility, or shall deliver a memorandum of said meeting to the town clerk within 24 hours of meeting with town personnel at any other location, and shall inform the town clerk, in writing, of (1) the name of the lobbyist or the principal of the local business; (2) the town personnel in attendance; (3) the time and place of the

meeting; and (4) the issue discussed. The issue shall be described with as much detail as is practical, including but not limited to a specific description where applicable to a pending request for a proposal, invitation to bid, or public hearing item.

(9) *Penalties for violation.*

- a. The town clerk shall notify the Miami-Dade County Commission on Ethics and Public Trust of the failure of a lobbyist (or principal) to file either of the reports referenced above and/or pay the assessed fines after notification.
- b. A lobbyist (or principal) may appeal a fine and may request a hearing before the Miami-Dade Commission on Ethics and Public Trust. A request for a hearing on the fine must be filed with the Miami-Dade Commission on Ethics and Public Trust within 15 calendar days of receipt of the notification of the failure to file the required disclosure form. The Miami-Dade County Commission on Ethics and Public Trust shall have the authority to waive the fine, in whole or in part, based on good cause shown.
- c. The Miami-Dade County Commission on Ethics and Public Trust shall investigate any person engaged in lobbying activities who may be in violation of this section. In the event that a violation is found to have been committed the Miami-Dade County Commission on Ethics and Public Trust may, in addition to the penalties set forth in this section, prohibit such person from lobbying before the town council or any committee, board or personnel of the town as provided herein.
 - i. Every lobbyist who is found to be in violation of this section shall be prohibited from registering as a lobbyist or lobbying in accordance with the following schedule:
 1. *First violation:* For a period of 90 days from the date of determination of violation.
 2. *Second violation:* For a period of one year from the date of determination of violation.
 3. *Third violation:* For a period of five years from the date of determination of violation.
 - ii. As used herein, a "direct violation" shall mean a violation committed by a lobbyist representing said bidder or proposer.
- d. A contract entered into in violation of this section shall also render the contract voidable. The town manager shall include the provisions of this section in all town bid documents, RFP, RFQ, and CDBG applications; provided, however, the failure to do so shall not render any contract entered into as the result of the failure illegal per se.

- e. All members of the town council and all town personnel shall be diligent to ascertain whether persons required to register pursuant to this section have complied. Town council members or town personnel may not knowingly permit a person who is not registered pursuant to this section to lobby the town council members, or town appointed committee or board or town personnel.
- (10) *Lobbyist contingency fees prohibited.* No person may, in whole or in part, receive or agree to receive a contingency fee. As used herein, "contingency fee" means a fee, bonus, commission, or nonmonetary benefit as compensation which is dependent on or in any way contingent on the passage, defeat, or modification of: (1) an ordinance, resolution, action or decision of the town council; (2) any action, decision or recommendation of the town manager or any town appointed board or committee; or (3) any action, decision or recommendation of town personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the town council, or a town appointed board or committee.
- (11) *Conflict provision.* It is acknowledged that Section 2-11.1(s) of the Miami-Dade County Code is a minimum standard to govern lobbying activities. If there is any conflict between this section and the county code, this section shall control.

Exhibit “A”

Ordinances

Chapter 2 –

Article III. Lobbying.

This section shall be applicable to all lobbyists as defined below, and shall also constitute a standard of conduct and behavior for all lobbyists. The provisions of this section shall be applied in a cumulative manner.

- (1) *Definitions.* For purposes of this section, the following words, terms and phrases shall have the meanings as indicated below:
 - a. *Town personnel.* Those town officers and employees specified to include the mayor and town council members, town board or town committee members, and all town employees.
 - b. *Lobbyist.* All persons, attorneys, firms, or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) any ordinance, resolution, action or decision of the town council; (2) any action, decision, recommendation of a town board or committee; or (3) any action, decision or recommendation of town personnel during the time period of the entire decision-making process on such action, decision or recommendation which foreseeably will be heard or reviewed by the town council, or a town board or committee. "Lobbyist" specifically includes the principal as well as any employee engaged in lobbying activities, as defined in this section, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. The term "lobbyist" specifically excludes any person who only appears as a representative of a not-for-profit community-based organization for the purpose of requesting a grant without special compensation or reimbursement for the appearance; any person who only appears as a representative of a neighborhood, homeowners or condominium association without compensation for the appearance, whether direct or indirect or contingent, to express support of or opposition to any item, and any person whose representation is limited to interactions with town staff or appearances at a public meeting as a representative of a single family property owner for a design review or development approval application for the single family property owned by that property owner.
 - c. *Principal.* All persons or entities who employ a lobbyist.
- (2) *Lobbyist registration, fees, renewal and withdrawal.*
 - a. All lobbyists shall register with the town clerk before engaging in any lobbying activities in the town. Every person required to register as a lobbyist shall:
 - i. Register as a lobbyist.
 1. Complete the annual lobbyist registration form, as prepared by the town clerk, stating under oath his or her name, business address, the name and business address of each person or entity which has employed the registrant to lobby, and the specific issue(s) on which the lobbyist has been employed to lobby. If the lobbyist is a principal, owner or employee of a corporation or other entity, it shall also be identified.

2. Without limiting the foregoing, the lobbyist shall also identify all persons holding, directly or indirectly, a five-percent or more ownership interest in the corporation or other entity.
- ii. Pay an annual lobbyist registration fee of \$300.00.
- iii. Register and disclose terms for each principal represented.
 1. Complete the annual principal registration form, as prepared by the town clerk, prior to conducting any lobbying for each principal (client). Such application shall include a requirement that the lobbyist state under oath, his or her name, business address, the name and business address of each person or entity by which s/he has been employed to lobby, the specific issue on which the lobbyist has been employed to lobby, as well as a letter of permission signed by the person, entity, principal or the principal's representative, stating that the lobbyist is authorized to represent him/her/it, together with a disclosure of the terms and amount of compensation paid by each principal to the lobbyist. Each lobbyist and his/her principal shall attach a copy of a fee letter and specify whether any consideration or fee shall be received for such lobbying activities. In the alternative, such lobbyist shall submit to the town clerk a joint affidavit, signed by the lobbyist and his/her principal, disclosing the amount of compensation (to be) paid by each principal to the lobbyist with regard to the specific issue on which the lobbyist has been engaged.
 2. Pay an annual principal registration fee of \$100.00.
 3. If multiple lobbyists from the same firm represent the same principal, then only one principal registration form and principal registration fee of \$100.00 is required to be filed for that principal. All lobbyists from the same firm who represent the same principal must file a separate lobbyist registration form and a lobbyist registration fee of \$300.00. All lobbyist are required to file an expenditure report as outlined below in 2 (a) (iv). Any lobbyist from the same firm may submit all the necessary documents to the town clerk on behalf of the firm.
- iv. File a lobbyist expenditure report.
 1. By January 15 of each year, all lobbyists shall submit to the town clerk a signed statement under oath listing all lobbying expenditures for the preceding calendar year. The statement shall list in detail each expenditure by category, including food and beverage, entertainment, research, communication, media advertising, publications, travel, lodging and special events, and town personnel on whose behalf or benefit the expenditure was made. A statement shall be filed even if there have been no expenditures during the reporting period. Annual statements shall be required until such time as the lobbyist files a notice of withdrawal of lobbying activities with the town clerk.
 2. The town clerk shall notify any lobbyist who fails to timely file an expenditure report. In addition to any other penalties which may be imposed, a fine of \$50.00 per day shall be assessed for reports filed after the due date. Any lobbyist who fails to file the required expenditure report by February 15 shall be automatically suspended from lobbying until all fines are paid, unless the fine has been appealed to the Miami-Dade Commission on Ethics and Public Trust.

A lobbyist or principal may appeal a fine and may request a hearing before the Miami-Dade Commission on Ethics and Public Trust. A request for hearing on the fine must be filed with the Miami-Dade Commission on Ethics and Public Trust, with a copy to the Town Clerk, within 15 calendar days of receipt of the notification of the failure to file the required disclosure form.

- v. File a notice of withdrawal. Each person who withdraws as a lobbyist for a particular principal (client) shall file an appropriate notice of withdrawal.
 - b. All lobbyist and principal registration forms, expenditure reports, notices of withdrawal, and applicable fees shall be submitted to the town clerk. Such forms may be amended from time to time administratively.
 - c. *Exemption from lobbyist registration fees.* A principal, owner or employee of any business located in the Town of Surfside, including a corporation, partnership, company or other entity, which appears as a lobbyist on behalf of that entity, without special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support for or opposition to any item before the town council or board, shall register with the town clerk and comply with all requirements imposed on lobbyists in this section, and must provide disclosure as to in what capacity he/she is appearing before the town council, but shall not be required to pay any lobbyist registration fees.
- (3) *Expiration of lobbyist and principal registrations.* All lobbyist and principal registrations expire December 31 of each year.
- (4) *Processing of registration fees.* The registration fees required by this section shall be deposited by the town clerk into a separate account and shall be expended for the purpose of recording, transcribing, administration and other costs incurred in maintaining these records for availability to the public. Unexpended funds may be transferred to general revenue at the end of the fiscal year. There shall be no fee required for filing a notice of withdrawal, and the town council may, in its discretion, waive the lobbyist and/or principal registration fee upon a finding of financial hardship.
- (5) *Change in lobbyist information.* Any change to the information originally filed pursuant to this section shall require that the lobbyist file, within three business days from such changed circumstances, a signed statement under oath amending the above-referenced reports. Additionally, in the event official action on the specific lobbying issue is scheduled to occur during said three-day period, the lobbyist and principal shall, prior to said official action, further disclose the amendment by publicly stating on the record, at which the official action is to occur, the subject amendment. The lobbyist has a continuing duty to supply accurate information and amend said reports when so needed.
- (6) *Creation of a lobbyist log.* The town clerk shall publish logs on a quarterly and an annual basis reflecting the lobbyist registrations which have been filed in accordance with this section. All logs required by this section shall be prepared in a manner substantially similar to the logs prepared for the Florida Legislature pursuant to F.S. § 11.045.
- (7) *Town clerk to publish information.* The town clerk shall publish to the town commission, town appointed boards or committees, town manager and other personnel a list of registered lobbyists and their principals, for which they are authorized to lobby, and any other disclosure made to the town clerk that is required pursuant to state and county law. The information shall be disseminated by the town clerk prior to town council meetings and public hearings.
- (8) *Town sign-in sheet.* Every lobbyist and principal shall sign in at the front desk each time he or she meets with town personnel at a town facility, or shall deliver a memorandum of said meeting to the town clerk within 24 hours of meeting with town personnel at any other location, and shall inform the town clerk, in writing, of (1) the name of the lobbyist or the principal of the local business; (2) the town personnel in attendance; (3) the time and place of the meeting; and (4) the issue discussed. The issue

shall be described with as much detail as is practical, including but not limited to a specific description where applicable to a pending request for a proposal, invitation to bid, or public hearing item.

(9) *Penalties for violation.*

- a. The town clerk shall notify the Miami-Dade County Commission on Ethics and Public Trust of the failure of a lobbyist (or principal) to file either of the reports referenced above and/or pay the assessed fines after notification.
- b. A lobbyist (or principal) may appeal a fine and may request a hearing before the Miami-Dade Commission on Ethics and Public Trust. A request for a hearing on the fine must be filed with the Miami-Dade Commission on Ethics and Public Trust within 15 calendar days of receipt of the notification of the failure to file the required disclosure form. The Miami-Dade County Commission on Ethics and Public Trust shall have the authority to waive the fine, in whole or in part, based on good cause shown.
- c. The Miami-Dade County Commission on Ethics and Public Trust shall investigate any person engaged in lobbying activities who may be in violation of this section. In the event that a violation is found to have been committed the Miami-Dade County Commission on Ethics and Public Trust may, in addition to the penalties set forth in this section, prohibit such person from lobbying before the town council or any committee, board or personnel of the town as provided herein.
 - i. Every lobbyist who is found to be in violation of this section shall be prohibited from registering as a lobbyist or lobbying in accordance with the following schedule:
 1. *First violation:* For a period of 90 days from the date of determination of violation.
 2. *Second violation:* For a period of one year from the date of determination of violation.
 3. *Third violation:* For a period of five years from the date of determination of violation.
 - ii. As used herein, a "direct violation" shall mean a violation committed by a lobbyist representing said bidder or proposer.
- d. A contract entered into in violation of this section shall also render the contract voidable. The town manager shall include the provisions of this section in all town bid documents, RFP, RFQ, and CDBG applications; provided, however, the failure to do so shall not render any contract entered into as the result of the failure illegal per se.
- e. All members of the town council and all town personnel shall be diligent to ascertain whether persons required to register pursuant to this section have complied. Town council members or town personnel may not knowingly permit a person who is not registered pursuant to this section to lobby the town council members, or town appointed committee or board or town personnel.

- (10) *Lobbyist contingency fees prohibited.* No person may, in whole or in part, receive or agree to receive a contingency fee. As used herein, "contingency fee" means a fee, bonus, commission, or nonmonetary benefit as compensation which is dependent on or in any way contingent on the passage, defeat, or modification of: (1) an ordinance, resolution, action or decision of the town council; (2) any action, decision or recommendation of the town manager or any town appointed board or committee; or (3) any action, decision or recommendation of town personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the town council, or a town appointed board or committee.

- (11) *Conflict provision.* It is acknowledged that Section 2-11.1(s) of the Miami-Dade County Code is a minimum standard to govern lobbying activities. If there is any conflict between this section and the county code, this section shall control.



**TOWN OF BAY HARBOR ISLANDS
POLICE DEPARTMENT
MEMORANDUM**

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager
CC:	Morris (Skip) Miller, Esq., Consultant Town Attorney Evelyn Herbello, Town Clerk
FROM:	Sam Zamacona E.I., Capital Improvement Program Director
DATE:	October 8, 2025
SUBJECT:	Authorization to Expend Funds for Office Space Build-Out at 1045 95 th Street.

RECOMMENDATION

Town Council to authorize the Town Manager to proceed with the build-out project for the office space at 1045 95th Street, with expenditures not to exceed \$200,000.

BACKGROUND

The Town has identified the need to complete the build-out and make necessary improvements to the municipal office space located at 1045 95th Street. This space is intended to support municipal operations and provide a functional and efficient working environment for staff and residents.

Proposal:

Town Manager is requesting Council for authorization to expend an amount not to exceed \$200,000 for the construction, furnishing, and related costs associated with making the space operational and suitable for municipal use. This includes, but is not limited to:

- Interior construction and layout modifications (\$66,800)
- Electrical and I.T. data infrastructure and equipment (\$42,100)
- Generator relocation and connection (\$25,725)
- Office furnishings and equipment (\$10,000 est.)
- Plans, permitting and associated fees (\$40,000 est.)
- Any additional expenses necessary for occupancy and operational readiness

The proposed Town Hall floor plan at 1045 95th Street is attached for approval and adoption through this Resolution. Cost estimates do not include the relocation of the existing Town Council dais or the control room.

FINANCIAL ANALYSIS

Funding for this project will be allocated from existing budgeted resources identified for facility improvements, BHI-001 Town Hall.

BUDGET IMPACT:

GL Account: 301.5190.400062.000
FY26 Budget: \$ 1,678,764

DATE: 09/30/2025
CUSTOMER: Bay Harbor Islands Police
JOB ADDRESS: 1045 95th Street, Bay Harbor
PROPOSAL No: 3685
PROPOSAL VALID UNTIL 10/30/2025

**Bay Harbor Island Automatic
Transfer Switch & Camlock
Project**



PREPARED BY

Pablo Pascual

360 Energy Solutions LLC

This Quotation and Specification is submitted in confidence for evaluation by Bay Harbor Islands Police Department and its contents are proprietary to 360 Energy Solutions LLC. In taking receipt of this document, The Bay Harbor Islands Police Department agrees not to reveal its contents except to those in its own organization who must evaluate it. Copies of this document may not be made without the prior written consent of 360 Energy Solutions LLC. Thank you for allowing 360 Energy Solutions LLC the opportunity to participate in this project. If you have any questions, please do not hesitate to contact us.

Sincerely,
Pablo Pascual
Email: Pablo.pascual@360energysolutions.net
Cell: 786-968-9855
Web: www.360energysolutions.net

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1. GENERAL WORK DETAILS

This project involves the removal and relocation, provision, transportation, and commissioning of a Power Temp System Quick Connect Docking station and a Thompson 400 Amp Single Phase 240V Automatic Transfer Switch. 360 Energy LLC shall furnish all labor and materials associated with project commissioning, tools labor, and supervision necessary to perform the work described in this proposal in accordance with the job scope.

2. LOCATION OF PROJECT

1045 95th Street, Bay Harbor Islands, Florida 33154

3. WORK SCOPE

Removal of the existing ATS, Cam Lock Box & disconnect from the 1030 95th Street Bay Harbor location to the new job site location.

3.1 INSTALLATION

- a. Mobilization
- b. Permit procuring and submittal
- c. Disconnection of ATS, Cam Lock Box & disconnect switch
- d. Terminate original connections
- e. Cut asphalt, dig and trench new conduit and cables underground
- f. Install customer supplied (Existing ATS & Cam Lock Box)
- g. Portable generator relocation and set up and connection to the Cam Lock Box
- h. Once ATS is installed and connected. Perform testing and inspection
- i. ATS Commissioning
- j. Final inspection

4. SCHEDULE

The estimated project completion date is 2 weeks. Utilizing existing equipment – No Equipment Lead Time

5. INCLUSIONS

5.1 LABOR-MATERIALS

360 Energy LLC and/or its subcontractors shall furnish all labor associated with SOW described in Section 3 herein.

- a. Provision, transportation, and offloading of ATS, Cam Lock Box & Disconnect switch to in its final location.
- b. Consumables for the SOW.
- c. Commissioning and connections
- d. All equipment provided by customer from existing job site

6. EXCLUSIONS – CUSTOMER RESPONSIBILITIES

- a. All labor associated with this project and not included in section 3 of this proposal. Clarification: Rates and labor quoted are assuming work to be performed during regular business hours.
- b. Plumbing connections and/or modifications.
- c. Structural modifications to the site.
- d. Survey and/or flood elevation certification.
- e. Final asphaltting after underground conduit installation.
- f. Actual Permit fee and expediting with the responsible AHJ fees.
- g. This proposal does not include any corrective actions to comply with possible existing violations or works performed without a permit.
- h. Consulting services beyond the scope of this proposal or any changes imposed by the AHJ during the engineering design and permit running process.
- i. Scope changes exceeding the estimated time for the associated activity will be re-evaluated and quoted based on 360 Energy labor rates (See Appendix A).
- j. The proposal does not include concrete pad construction.
- k. Maintain existing equipment in a condition that allows 360 Energy Solutions, LLC, and its subcontractors to carry out the scope of work described herein.
- l. If necessary, the client shall issue switching orders, schedule outages, and de-energize the electrical apparatus involved with this project, strictly following LOTO (Lockout-Tagout) safety procedures.
- m. All the labor is planned, assuming plenty of access and space to develop the scope of work.
- n. Initial fuel delivery for portable generator not included

7. COST DETAILS

ATS RELOCATION PROJECT - SCHEDULE OF VALUES

ITEM	COST
EQUIPMENT Customers provide equipment: (Cost not included in proposal)	\$25,725.00
LABOR + MATERIALS Removal of the existing Automatic Transfer Switch (ATS), Camlock Docking Station, and Disconnect Switch, and transport all equipment and materials to the designated project site. Perform all trenching, asphalt excavation, conduit and cable installation, connection and transport of the portable generator, equipment connections, permitting submittal, and inspections.	
Total	\$25,725.00

*Sale Price does not include taxes.

TERMS AND CONDITIONS

INVOICING MILESTONES

Milestone	Payment
Notice to Proceed and Signed Proposal	50%
Equipment connection and installation	40%
Final inspection	10%
Total	100%

TERMS OF PAYMENT

Payment is due 30 days from receipt of the invoice. Past due payments will be subject to a late payment penalty at the rate of 1.5% per month. Disputed portions of an invoice shall not be the cause of nonpayment or delay in payment of any undisputed portions of an invoice. If 360 Energy, LLC, accrues legal expenses from pursuing payment, the customer will be responsible for all legal fees.

The price and terms quoted in this proposal are effective for thirty (30) days with the work beginning within forty-five (45) days from the date of this proposal. After these listed time periods, the proposal is subject to change.

The project will be scheduled upon written receipt of a purchase order or contract. Any changes or additional work will require a change order signed by an authorized person prior to additional work. If a purchase order is issued and then canceled, additional charges may apply including travel and time cost costs that have already been incurred.

WARRANTY

360 Energy, LLC warrants the services provided to be of the kind and quality described in this quotation, and free of labor defects and meeting Customer's operational specifications at the time of installation: (i) for a period of one (1) year. Customer also assumes all risk of loss or damage to any goods, property or persons, arising directly or indirectly from Buyer's operation of serviced goods beyond their operating specifications.

EXCEPT THE ABOVE WARRANTIES, SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESSOR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

INDEMNIFICATION

Customer agrees to indemnify, defend and save 360 Energy Solutions, LLC harmless from any loss, damage or liability, of any nature whatsoever, which arises directly or indirectly to 360 Energy Solutions, LLC, its officers, directors, agents or subcontractors, as a result of Customer's failure to comply, negligently or willfully, with any of the terms or provisions of this quotation.

FORCE MAJEURE

360 Energy, LLC shall not be liable to Customer or any third party, for failure to perform due to any cause beyond its reasonable control. 360 Energy, LLC's performance shall be extended by the amount of time, and the contract price shall be increased in an amount reasonably necessary to overcome the delay and extra expense of such cause beyond 360 Energy, LLC's reasonable control.

Governing Law: This agreement shall be construed according to and governed by the laws of the State of Florida.

PROPOSAL APPROVAL SIGNATURES

Bay Harbor Islands Police Department

Authorized Signature

Print Name, Title

Date

360 ENERGY SOLUTIONS LLC

Authorized Signature

Print Name, Title

Date

INVOICE CONTACT INFORMATION

(Contact Name, Last Name)

(Address, City, State, Zip)

Telephone Number: _____

Fax Number: _____

E-Mail: _____



LIVE I TECH INC.
6241 SW 185th way
FORT LAUDERDALE, FL 33332
Ph: (954) 445-0712

9/29/2025

Access Control Installation for Town of Bay Harbor Islands:

SCOPE OF WORK: LIVE I TECH will remove existing equipment from trailers and install (12) doors of access control utilizing existing equipment in specified areas terminated, tested, labeled, and certified. LIVE I TECH will program the new access control system in accordance with new doors for ease of programming by IT. LIVE I TECH will service all installed equipment on a time and materials basis unless covered under the existing service and maintenance agreement. All work is guaranteed for 1-year.

Project Site:

Equipment to be Installed:

- (12) Proximity Readers provided by client
 - (12) 12V DC electric strikes provided by client
 - (3) Linear emerge Access 4-door Panels provided by client
 - (3) 12V DC Power Supply provided by client
 - (1) Video Intercom with station provided by client
 - (1) Lot of Necessary miscellaneous materials for turnkey installation
 - (1) Lot of necessary cabling for turnkey installation
 - (2) Lot of necessary labor for turnkey installation
-

Total Cost of Equipment + Installation: \$7,750.⁰⁰

Terms of Acceptance:

- 50% deposit of total install is due upon agreement signature; Balance is due upon completion
- All permit fees will be passed through to the customer for payment and are not included in the above agreed upon price.
- Any additional materials or labor outside of proposed spec will be billed on a time and materials basis
- No additional materials or work is to be performed without written consent from client
- This proposal is valid for 30 days
- Remaining balance is due upon completion; late payment is subject to late payment penalty fees
- All prices and product availability are subject to change
- Checks payable to "LIVEi TECH"
- Service and Tech support on system included at no cost for first 30 days after installation is complete. Will be billed on a time and materials basis after initial 30-day period unless client enrolls in monthly service and maintenance agreement.
- Equipment and design are subject to change with client's consent.

Client Signature X_____ Date: ____/____/____

Print Name: _____ Title: _____

Live i Tech Representative: _____

Date: _____



LIVE I TECH INC.
6241 SW 185th way
FORT LAUDERDALE, FL 33332
Ph: (954) 445-0712

9/29/2025

Structured Cabling Installation for Town of Bay Harbor Islands:

SCOPE OF WORK: LIVE I TECH will install (100) CAT6 Drops to specified areas terminated, tested, labeled, and certified. All cables will terminate in the IDF/MDF closets. All cabling is guaranteed for 1-year under LIVE I TECH. LIVE I TECH will also mount (8) TVs provided by client along with their brackets. LIVE I TECH will also amount and install (10-12) access points provided by client for WIFI. LIVE I TECH will also remove the (2) existing server racks at trailers and relocate them to new area and patch all cabling to server racks with proper labels and color coding. LIVE I TECH will also provide and install (1) cable management floor ramp to pass LV and Electrical to conference table. LIVE i TECH will service all installed equipment on a time and materials basis unless covered under the existing service and maintenance agreement.

Project Site:

Equipment to be Installed:

- (100) CAT6 Riser Rated Drops with Keystone Color Coded
- (1) Lot of Network Faceplates and LV mud rings for turnkey installation
- (200) CAT6 Keystone Jacks – Color Coded at plate and rack
- (8) TVs provided by client with Mounting Brackets
- (10-12) Access Points provided by client
- (1) Lot Profile Cable Management Floor Raceway Ramp for conference table
- (1) Lot of Necessary miscellaneous materials for turnkey installation
- (1) Lot of necessary cabling for turnkey installation
- (2) Lot of necessary labor for turnkey installation

Total Cost of Equipment + Installation: \$26,550.⁰⁰

Terms of Acceptance:

- 50% deposit of total install is due upon agreement signature; Balance is due upon completion
- All permit fees will be passed through to the customer for payment and are not included in the above agreed upon price.
- Any additional materials or labor outside of proposed spec will be billed on a time and materials basis
- No additional materials or work is to be performed without written consent from client
- This proposal is valid for 30 days
- Remaining balance is due upon completion; late payment is subject to late payment penalty fees
- All prices and product availability are subject to change
- Checks payable to "LIVEi TECH"
- Service and Tech support on system included at no cost for first 30 days after installation is complete. Will be billed on a time and materials basis after initial 30-day period unless client enrolls in monthly service and maintenance agreement.
- Equipment and design are subject to change with client's consent.

Client Signature X _____ Date: ____/____/____

Print Name: _____ Title: _____

Live i Tech Representative: _____

Date: _____



LIVE I TECH INC.
6241 SW 185th way
FORT LAUDERDALE, FL 33332
Ph: (954) 445-0712

9/29/2025

CCTV Installation for Town of Bay Harbor Islands:

SCOPE OF WORK: LIVE I TECH will remove existing equipment from trailers and install (16) cameras utilizing existing equipment in specified areas terminated, tested, labeled, and certified. LIVE I TECH will program the cameras to connect to existing server via PD network or private network. LIVE I TECH will service all installed equipment on a time and materials basis unless covered under the existing service and maintenance agreement. All work is guaranteed for 1-year.

Project Site:

Equipment to be Installed:

- (16) IP Cameras provided by client
- (1) 16-port POE switch rack mounted
- (1) Lot of Necessary miscellaneous materials for turnkey installation
- (1) Lot of necessary cabling for turnkey installation
- (2) Lot of necessary labor for turnkey installation

Total Cost of Equipment + Installation: \$6,350.⁰⁰

Terms of Acceptance:

- 50% deposit of total install is due upon agreement signature; Balance is due upon completion
- All permit fees will be passed through to the customer for payment and are not included in the above agreed upon price.
- Any additional materials or labor outside of proposed spec will be billed on a time and materials basis
- No additional materials or work is to be performed without written consent from client
- This proposal is valid for 30 days
- Remaining balance is due upon completion; late payment is subject to late payment penalty fees
- All prices and product availability are subject to change
- Checks payable to "LIVEi TECH"
- Service and Tech support on system included at no cost for first 30 days after installation is complete. Will be billed on a time and materials basis after initial 30-day period unless client enrolls in monthly service and maintenance agreement.
- Equipment and design are subject to change with client's consent.

Client Signature X_____ Date: ____/____/____

Print Name: _____ Title: _____

Live i Tech Representative: _____

Date: _____



LIVE I TECH INC.
6241 SW 185th way
FORT LAUDERDALE, FL 33332
Ph: (954) 445-0712

9/29/2025

Panic Button Installation for Town of Bay Harbor Islands:

SCOPE OF WORK: LIVE I TECH will remove existing equipment from trailers and install (6) wireless panic buttons utilizing existing equipment in specified areas terminated, tested, labeled, and certified. LIVE I TECH will program the buttons to connect to existing receiver and trip the correct corresponding strobe and siren. LIVE I TECH will service all installed equipment on a time and materials basis unless covered under the existing service and maintenance agreement. All work is guaranteed for 1-year.

Project Site:

Equipment to be Installed:

- (6) Wireless Panic Buttons (Desk Mounted) provided by client
- (1) 4-Ch Wireless Receiver provided by client
- (4) 12V DC Strobe and Siren provided by client
- (1) 12V DC Power Supply provided by client
- (1) Lot of Necessary miscellaneous materials for turnkey installation
- (1) Lot of necessary cabling for turnkey installation
- (2) Lot of necessary labor for turnkey installation

Total Cost of Equipment + Installation: \$1,450.⁰⁰

Terms of Acceptance:

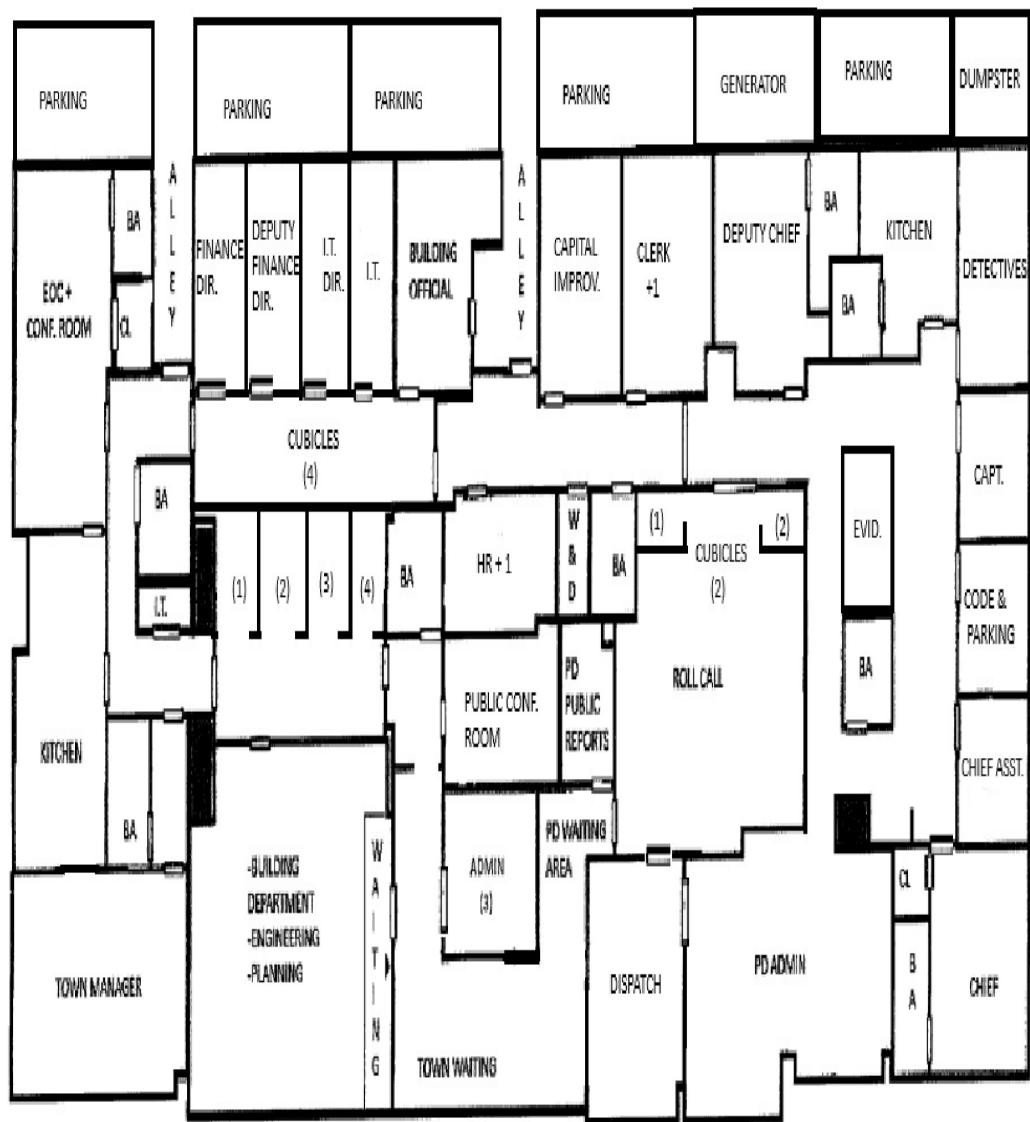
- 50% deposit of total install is due upon agreement signature; Balance is due upon completion
- All permit fees will be passed through to the customer for payment and are not included in the above agreed upon price.
- Any additional materials or labor outside of proposed spec will be billed on a time and materials basis
- No additional materials or work is to be performed without written consent from client
- This proposal is valid for 30 days
- Remaining balance is due upon completion; late payment is subject to late payment penalty fees
- All prices and product availability are subject to change
- Checks payable to "LIVEi TECH"
- Service and Tech support on system included at no cost for first 30 days after installation is complete. Will be billed on a time and materials basis after initial 30-day period unless client enrolls in monthly service and maintenance agreement.
- Equipment and design are subject to change with client's consent.

Client Signature X _____ Date: ____/____/____

Print Name: _____ Title: _____

Live i Tech Representative: _____

Date: _____



1045 95 ST Bay Harbor Island, FL 33154

FOLIO #: 1322270012450

OCCUPANCY TYPE: B

OCCUPANCY LOAD: 255

CONSTRUCTION TYPE: III



Preliminary Cost Estimates Town Hall Relocation

Interior construction and layout modification	66,800
Panic Buttons	1,450
CCTV	6,350
Access Control Installation	7,750
Server and Cat6 Cabling Installation	26,550
Generator relocation/connection	25,725
Office furnishings and equipment (Estimate)	10,000
Plans, permitting (Estimate)	40,000
Exterior Improvements (Public Works)	
Additional expenses for operational readiness	
Subtotal	184,625

* Cost estimates do not include the relocation of the existing Town Council dais or the control room



MAJOVI BUILDERS, CORP.

STATE GENERAL CONTRACTORS · DRYWALL CONTRACTORS

CGC - 024652

1921 N.W. 108th Avenue · Miami, Florida · 33172 · Phone: (305) 599-0882 · Fax: (305) 599-0230

majovicorp@bellsouth.net

September 19, 2025

To: Town of Bay Harbor Islands

Job: Interior remodeling work as specified below at:
1045 95 Street, Bay Harbor Island, Florida 33154

REVISED SCOPE OF WORK:

1. PVC Vinyl Plank type flooring (gray ash) will be installed at lobby 101, conference room 1, office 7 and office 8. An allowance of \$2.00/sq. ft. is included in this proposal.
2. Remove existing glass window at office #5 and install a half plexiglass 24" high window with a Formica countertop split between base wall, at least 18" overhang.
3. Conference room #3 will be divided into four (4) offices with dry wall partitions up to existing ceiling grid. An allowance of \$4,000.00 is included for new electrical outlets, etc. that will be installed in new walls.
4. Interior paint work of the new four (4) offices in conference room #3.
5. Four (4) new 36" x 6'-8" high wood pre-hung doors will be installed at new four (4) offices in conference room #3.
6. One (1) new 1hr fire rated door with panic bar will be installed at the northeast side corridor.
7. Build-out of drywall partitions, a 10'-0" x 10'-0" evidence room at northeast side between staff lounge and main pillar.

We propose hereby to furnish materials and labor – complete in accordance with the above specification, for the sum of: **SIXTY SIX THOUSAND EIGHT HUNDRED DOLLARS WITH 00/100, (\$66,800.00).**

Payment to be made as follows: 20% of contract upon acceptance.
Balance as per progress payments.

All materials to be as specified and all work to be completed in a manner consistent with standard industry practice and local building codes. Any change to the above description of work or to the specified materials involving extra cost will be considered a change and will be executed upon written change order. The owner shall maintain property insurance for the project to its full insurable value. Contractor will provide Worker's Compensation insurance required by state law. This proposal subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Signature: _____ Date: _____

Thank you for using MAJOVI BUILDERS CORP.

AGENDA ITEM REPORT

October 8, 2025

ITEM NUMBER: 30.

ITEM: Discussion and possible action regarding a sales center extension at 1170 Kane Concourse. Sponsored by Town Manager Lindsley Noel.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	20250807 - Letter of Intent - Sales Center (RTS)
2.	BHI BTR



August 7, 2025

VIA ELECTRONIC MAIL

Evelyn Herbello
Town Clerk
Town of Bay Harbor Islands
1030 95th Street, Trailer 2
Bay Harbor Islands, FL 33154

**RE: Letter of Intent – *Origin Bay Harbor* Temporary Sales
Office Located at 1170 Kane Concourse, Suite 101**

Dear Ms. Herbello:

We represent Bay Harbour Investment, Inc (“BHI”), the owner and developer of 9740 & 9760 West Bay Harbor Drive, Bay Harbor Islands, Florida. As you know, on October 18, 2022, the Town’s Design Review Board approved BHI’s application to develop a 7-story, 27-unit multifamily residential building at the property. Since then, BHI has been working to develop the project and launch sales for the condominium units. Furthermore, on February 23, 2023, the Town issued a Business Tax Receipt for BHI to establish a sales center at 1170 Kane Concourse, Suite 101, which expired in February of the current year.

We write to request Town Council approval, pursuant to Section 23-5(14) of the Town Code, for the continued operation of a temporary sales office for the *Origin* project, within the existing office building located at 1170 Kane Concourse.

Background

In November 2022, BHI consulted with Town staff regarding the viability of operating a temporary sales office for the *Origin* project at the 1170 Kane Concourse building, just a few blocks from the *Origin* development site. The Town’s building department confirmed to BHI in writing that the proposed temporary sales office use is allowed at the 1170 Kane Concourse property under B-1 zoning without requiring Town Council approval. Nevertheless, Town planning staff later determined that the use requires Town Council approval because it is not specifically enumerated in the list of allowed uses for the B-1 zoning district.

BHI disagrees that Town Council approval is required by code. The proposed use—a professional office where prospective buyers can meet with the developer and its broker, view renderings and floor plans of the units, and enter into contracts for their purchase—though not identified expressly in the code, certainly is encompassed within the many office and commercial uses permitted by right in the B-1 district, the Town’s sole “business” district. Nevertheless, in the spirit of cooperation, and without waiting any rights, BHI is willing to seek Town Council approval.

BHI entered into a lease with 1170, LLC, the owner of the 1170 Kane Concourse building, for purposes of operating the sales office at 1170 Kane Concourse, Suite 101. Enclosed as **Exhibit A** is a letter from 1170, LLC, confirming its consent to this application and urging the Town Council's approval.

Proposed Sales Office

Section 23-5(14) of the Town Code allows the Town Council to approve uses that are "similar" to those permitted under B-1 zoning, so long as they are "compatible with and do not adversely affect the character of the district." Town planning staff has indicated that the proposed sales office use is eligible for such approval. Indeed, the proposed sales office use is similar to the many business and professional office uses which B-1 zoning generally permits "by right," such as a real estate sales office, and is a far less intense use than the office, retail, restaurant, and related commercial uses that currently line Kane Concourse. We understand, in fact, that the Town Council has approved several other development sales offices previously, such for the La Baia project and the *Origin* project.

Enclosed as **Exhibit B** are pictures of the sales center's interiors, and **Exhibit C** contains a copy of the lease floor plan. Though the Town Council's review does not extend to the interiors, you will see that the sales office is beautifully and tastefully designed to provide an intimate setting where prospective buyers can learn more about the developer and the project, choose desired finishes and upgrades for their units, and sign any necessary paperwork.

BHI intends to continue operating the sales office for a period of 18 months from the date of this correspondence, when BHI expects to have concluded the construction of the *Origin* project. At that time, BHI expects to move the sales center to the premises of the completed *Origin* project. The office will continue to operate Monday through Friday from 8:00 am to 6:00 pm, Saturdays from 8:00 am to 4:00 pm, and Sundays from 11:00 am to 4:00 pm. Many if not most visits will occur by advance appointment. To deliver exceptional client service, only a few clients will be present in the office at a given time.

Ultimately, the proposed use will continue to activate a storefront on the Town's most important corridor, will continue to have no discernable adverse effects on the surrounding area, and is far more desirable than the alternative of having BHI construct a temporary sales office structure at their development site.

Request

We would be grateful if you would calendar this item for consideration by the Town Council at their August 2025 meeting.

Thank you for your attention and consideration.

Sincerely,

/s/ Eduardo Rodriguez Sibless
Eduardo Rodriguez Sibless

Enclosures

Exhibit A

Landlord Consent Letter

1170, LLC
1170 Kane Concourse, Suite 500
Bay Harbor Islands, Florida 33154

August 7, 2025

Ms. Evelyn Herbello
Town Clerk
Town of Bay Harbor Islands
1030 – 95th Street, Trailer 2
Bay Harbor Islands, Florida 33154

**Re: Sales Office for Origin Bay Harbor Project
1170 Kane Concourse, Suite 101**

Dear Ms. Herbello:

Please be advised that 1170, LLC entered into a Lease Agreement (the “Lease”) with Bay Harbour Investment, Inc. (“BHI”), the developer of the Origin Bay Harbor residential Project being constructed at 9740 & 9760 West Bay Harbor Drive, to occupy Suite 101 within the 1170 Kane Concourse building in order to operate a sales office for the Origin project. The Lease requires that BHI comply with all municipal codes and ordinances.

We understand that the Town staff has determined that BHI must obtain Town Council approval to operate the proposed sales center. We fully support BHI’s application and urge the Council to approve it.

We believe BHI has made a significant investment in Bay Harbor with a beautifully designed residential project to be built just a few blocks from the proposed sales center. The sales center request is compatible with the character of the B-1 business district; in fact, many other sales centers are located along this stretch of Kane Concourse, which enhances pedestrian activity and activates a vacant storefront. In our view, the request is far more desirable than the alternative of having BHI construct a temporary sales center structure at their development site.

We urge the Town Council’s approval and would gladly make ourselves available if there are any questions.

Sincerely,



Corinne D. Rosen
Property Manager

/cdr

Exhibit B

Pictures of Sales Center's
Interior



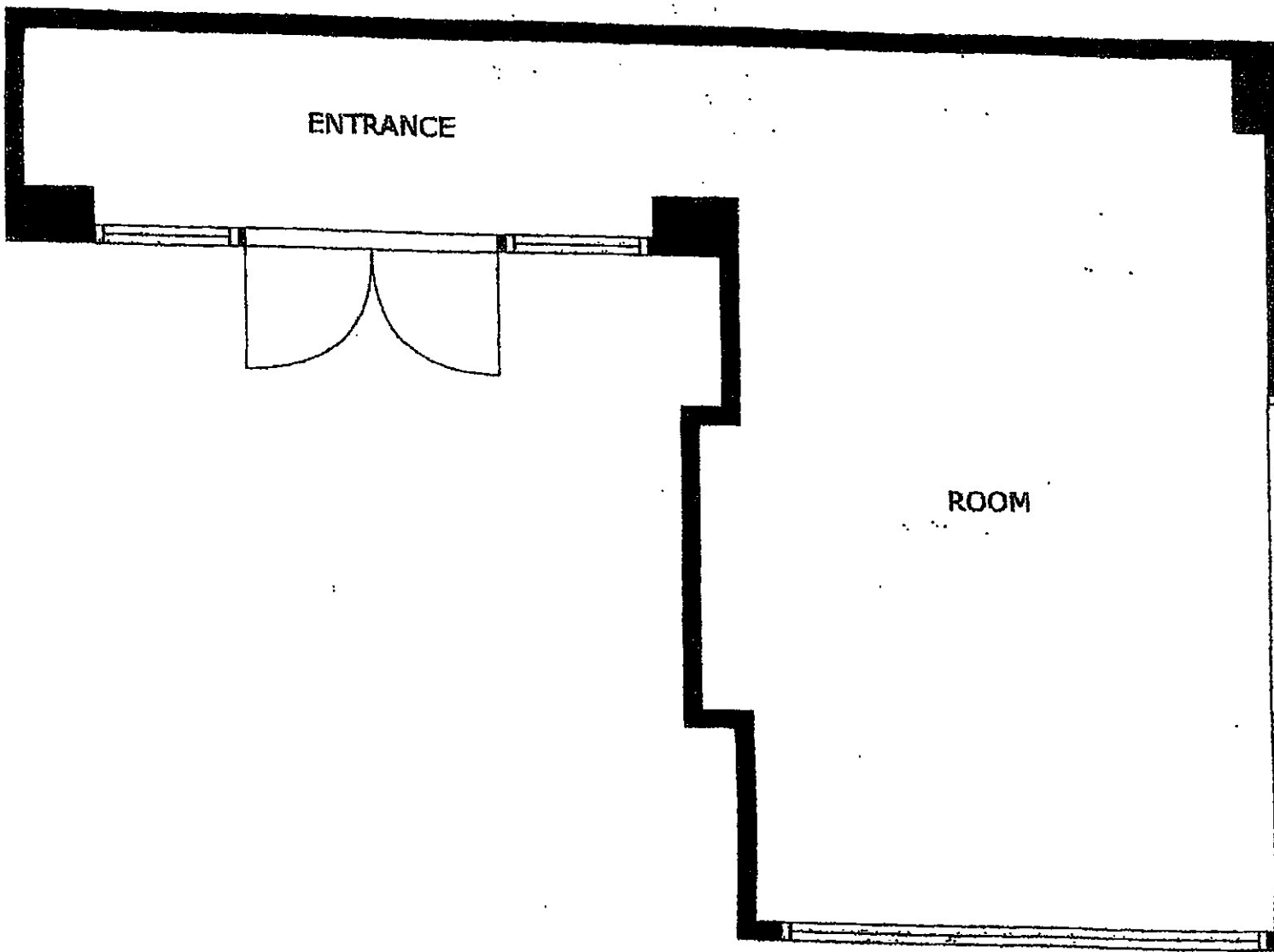




Exhibit C

Lease Floor Plan

FLOOR PLAN



THIS LICENSE MUST BE DISPLAYED IN A CONSPICUOUS PLACE

A penalty will be imposed for failure to keep this license exhibited conspicuously at your establishment or place of business.

BUSINESS TAX RECEIPT

Year: 2024-2025

Number: 2605

Account Number: 36336

Mailing Address:

BAY HARBOUR INVESTMENT INC
ORIGIN RESIDENCES
BAY HARBOUR INVESTMENT INC
1170 KANE CONCOURSE, STE 101
BAY HARBOR ISLANDS, FL 33154

Business Name and Address:

BAY HARBOUR INVESTMENT INC
ORIGIN RESIDENCES
BAY HARBOUR INVESTMENT INC
1170 KANE CONCOURSE, STE 101
BAY HARBOR ISLANDS, FL 33154

Category: BUSINESS AND PROFESSION OFFICE

Phone Number: 786-944-3995

Tax ID Number: 38-4191159

Approval Date: 2/23/2023

Nature of Business:

SALES CENTER

Comments:

APPROVED BY TC ON 2.1.2023 TWO YEARS ONLY.

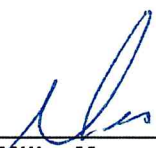
THIS RECEIPT EXPIRES SEPTEMBER 30th OF THE YEAR SHOWN ABOVE.

Fee: \$121.55

Late Fees: \$30.39

Date Paid: 10/1/2024

By


Mike Mesa

CHIEF BUILDING OFFICIAL



AGENDA ITEM REPORT

October 8, 2025

ITEM NUMBER: 31.

ITEM: Request for approval of an extension of a temporary Sales Center, 1177 Bay Harbor Islands, LLC, in connection with the development of a mixed-use development under construction on the northeast corner of Kane Concourse and West Bay Harbor Drive (1177 Kane Concourse). The applicant is requesting the Sales Center located at 1160 Kane Concourse until September 30, 2025. Placed on the agenda for discussion by Council Member Robert Yaffe.

DESCRIPTION:

The applicant, 1177 Bay Harbor Islands, LLC, owner of the property located at 1177 Kane Concourse, is requesting an extension for use of the Sales Center located at 1160 Kane Concourse until September 30, 2025, in connection with the development of a mixed-use commercial development under construction on the northeast corner of a Kane Concourse and West Bay Harbor Drive.

On February 1, 2023, the Town Council approved a temporary sales center use at 1160 Kane Concourse, Suite 101 for a period of two (2) years with waiver of grandfathering, amendment to the lease, and any extension requiring approval by the Council.

Graham Penn, Esq., Bercow Radell, Fernandez Larkin & Tapanes, 200 South Biscayne Boulevard, Miami, Florida, on behalf of the Applicant, is requesting an extension to use the sales center until September 30, 2025

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

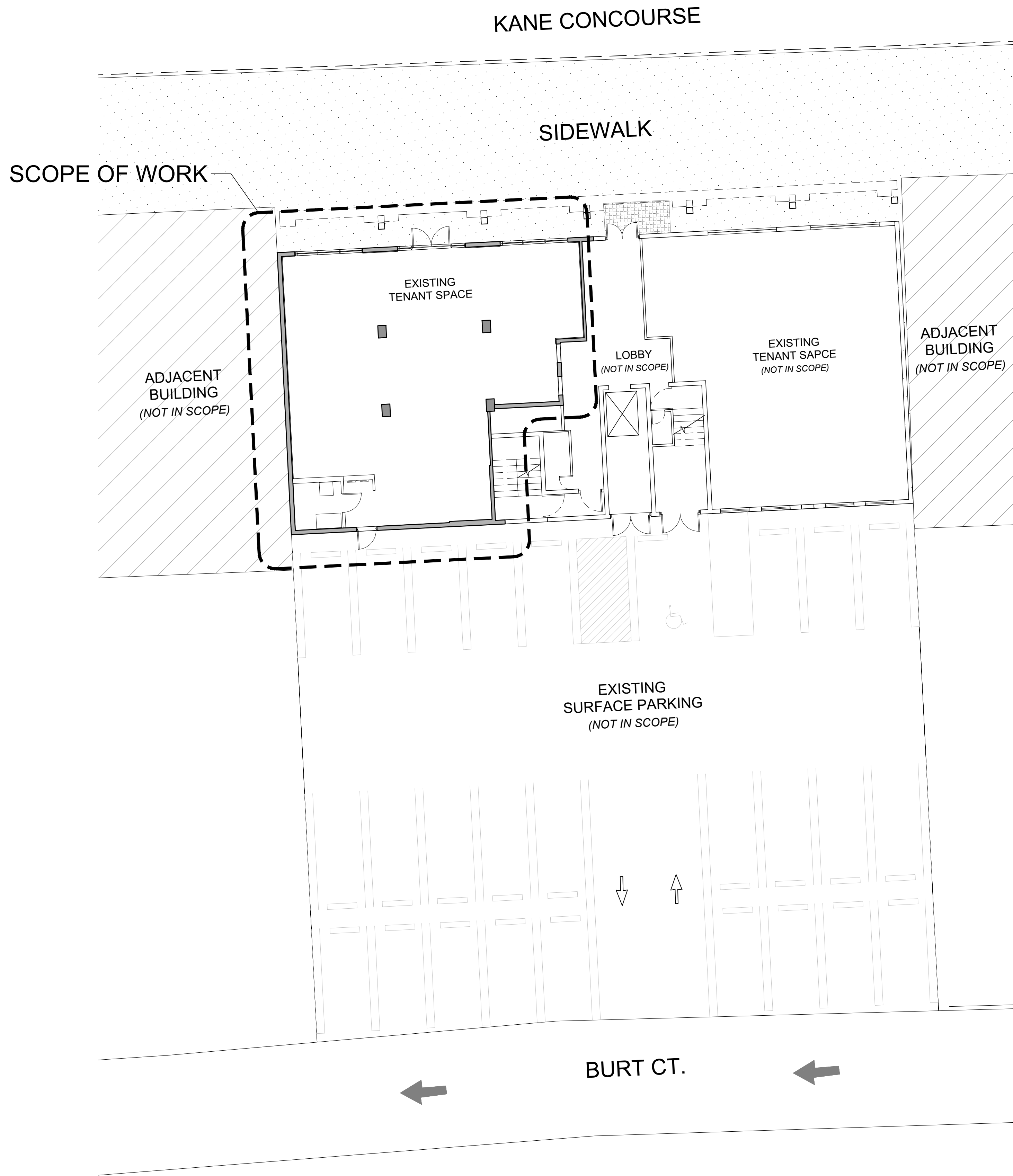
There is no budget impact.

BUDGET IMPACT:

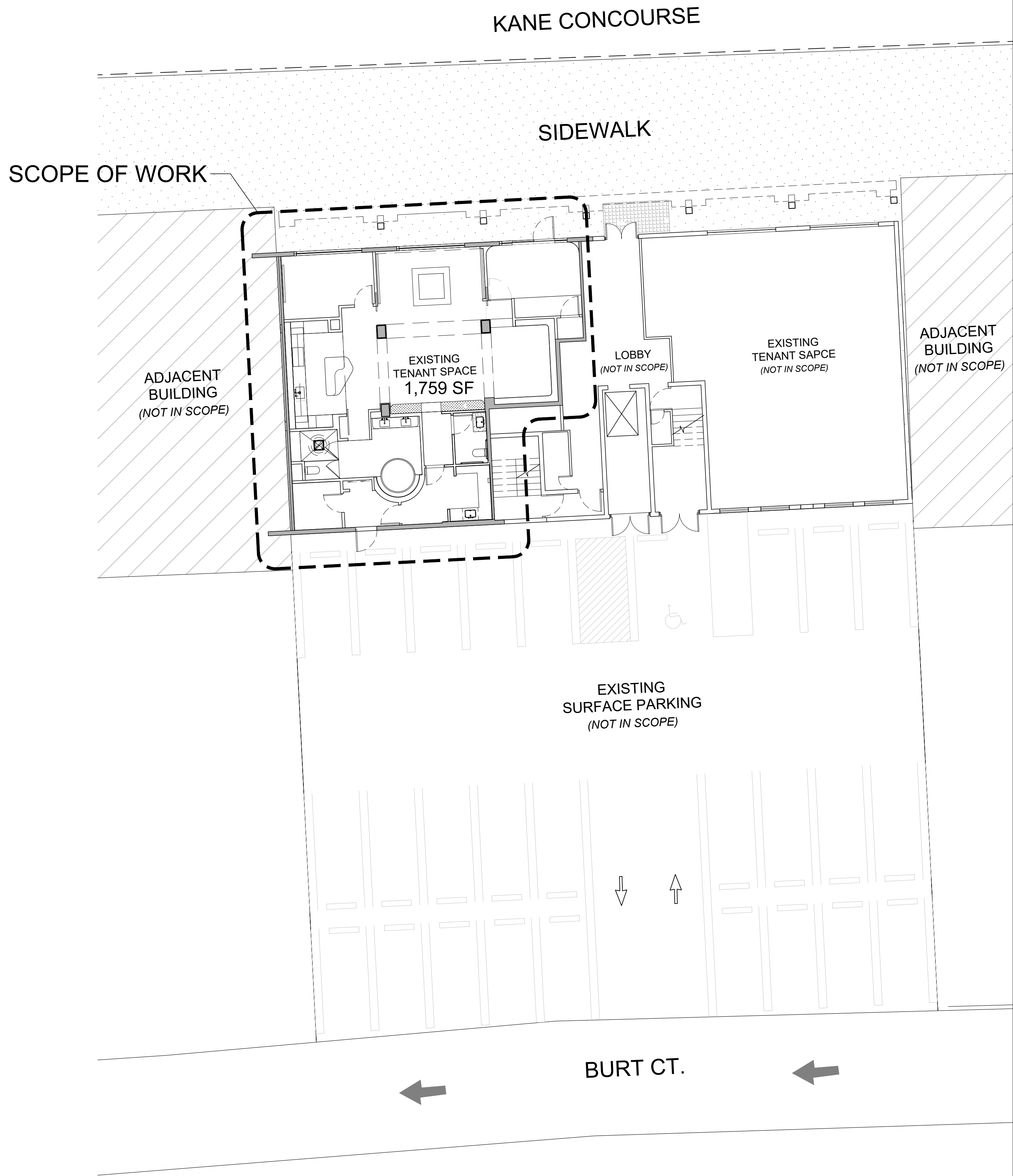
Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	Gallery Plans
2.	L2 Town re Sales Center Extension 9-23-25



1 EXISTING SITE PLAN
SCALE: 3/32" = 1' - 0"



1 PROPOSED SITE PLAN
SCALE: 3/32" = 1' - 0"

EXISTING TENANT AREA = 1,759 SF

SCOPE OF WORKS
INTERIOR TENANT IMPROVEMENT

THE WELL SALES GALLERY

1160 KANE CONCOURSE
SUITE # 101
BAY HARBOR ISLANDS

ARCHITECT OF RECORD
KIRK WENG ARCHITECTS

7901 LUDLAM ROAD, SUITE 205
MIAMI, FLORIDA 33143
+1 305.851.3351

OWNER:
1177 BAY HARBOR ISLAND, LLC
3310 Mary Street, 2nd Floor
Coconut Grove, Florida 33133

INTERIOR DESIGNER
MEYER DAVIS
180 Varick St, Suite 404, New York, NY 10014
www.meyerdavis.com

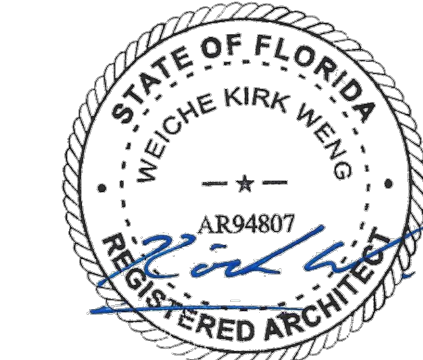
M.E.P. ENGINEER:
L. Triana & Associates, Inc.
9701 SW 56th Street, Miami, FL 33165
Phone: 305.595.9765

CONSULTANT

CONSULTANT

CONSULTANT

SEAL / SIGNATURE / DATE



WEICHE KIRK WENG - AR94807

DIGITAL SIGNATURE (FOR DIGITAL SUBMISSION)

WEICHE KIRK WENG - AR94807

OFFICE REGISTRATION #: AA26003608

Date	Revision
2022.01.14	ISSUED FOR PERMIT

Project No.: 2195
Drawn by:
Approved by:

SHEET INDEX

OVERALL
SITE PLAN

SCALE: 3/32" = 1' - 0"

A2.00

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SYMBOL LEGEND	
	INDICATES FINISH FLOOR HEIGHT
	DETAIL MARKER - DRAWING NUMBER/ SHEET NUMBER
	ROOM NAME AND ROOM NUMBER
	MATERIAL TAG
	INDICATES SECTION NUMBER
	WALL SCONCE
	TABLE LAMP
	BATTERY TABLE LAMP

FFE ABBREVIATIONS	
XXX-100A	DRAPERY AND WINDOW TREATMENTS (WT)
XXX-200A	UPHOLSTERED GOODS + UPHOLSTERED GOODS FABRIC (UG) IE: SOFAS (INCLUDES SOFA, SPECIFIC THROW PILLOWS), DINING CHAIRS, SIDE CHAIRS, BENCHES, OTTOMANS, LOOSE BANQUETTES, ASSOCIATED FABRIC FOR SEATING FURNITURE, ASSOCIATED THROW PILLOWS FOR SEATING FURNITURE.
XXX-300	CASEGOODS + CASEGOOD FABRIC (CG) IE: ATTACHED HEADBOARDS, DESKS, CONSOLES, VITRINES, CLOSETS, AND BANQUETTES, SHELVING.
XXX-400	TABLES (TA) IE: COFFEE, COCKTAIL, DINING, SIDE, END, CONSOLES, ETAGERES, DESKS
XXX-500	DECORATIVE LIGHTING (LL) IE: TABLE LAMPS, FLOOR LAMPS, PENDANTS, WALL SCONCES, CHANDELIERS, PICTURE LIGHTS
XXX-600	ACCESSORIES & ARTWORK (AC), REFER TO SPECS FOR ITEMIZED LIST
XXX-700	OSE (OS), REFER TO SPECS FOR ITEMIZED LIST
XXX-800	PLANTERS (PL), REFER TO SPECS FOR ITEMIZED LIST

KEY NOTES:

NOTE:
FABRICATOR TO COORDINATE WITH PROPERTY ENGINEER, PURCHASING AGENT, GENERAL CONTRACTOR & INSTALLER TO CONFIRM ALL FURNITURE PIECES ARE BUILT TO AN ACCEPTABLE SIZE AND WEIGHT TO ALLOW INSTALLATION THROUGH AREAS INCLUDING BUT NOT LIMITED TO SERVICE ENTRANCE, SERVICE ELEVATOR, CORRIDORS.

NOTE:
PROPOSED ARTWORK LOCATIONS TO BE COORDINATED WITH ART CONSULTANT.

SEAL / SIGNATURE / DATE

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2022.06.24	100% CD SET
2022.09.07	100% CD SET REV. 1

Project No.: 2195
Drawn by:
Approved by:

SHEET INDEX

FURNITURE PLAN

SCALE:

ID-SC-205

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THE WELL SALES GALLERY

1160 KANE CONCOURSE
SUITE # 101
BAY HARBOR ISLANDS

ARCHITECT OF RECORD
KIRK WENG ARCHITECTS

7901 LUDLAM ROAD, SUITE 205
MIAMI, FLORIDA 33143
+1.305.651.3351

OWNER:
1177 BAY HARBOR ISLAND, LLC
3310 Mary Street, 2nd Floor
Coconut Grove, Florida 33133

INTERIOR DESIGNER
MEYER DAVIS
180 Varick St, Suite 404, New York, NY 10014
www.meyerdavis.com

M.E.P. ENGINEER:
L. Triana & Associates, Inc.
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Phone: 305.595.9765

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2022.06.24	100% CD SET
2022.09.07	100% CD SET REV. 1

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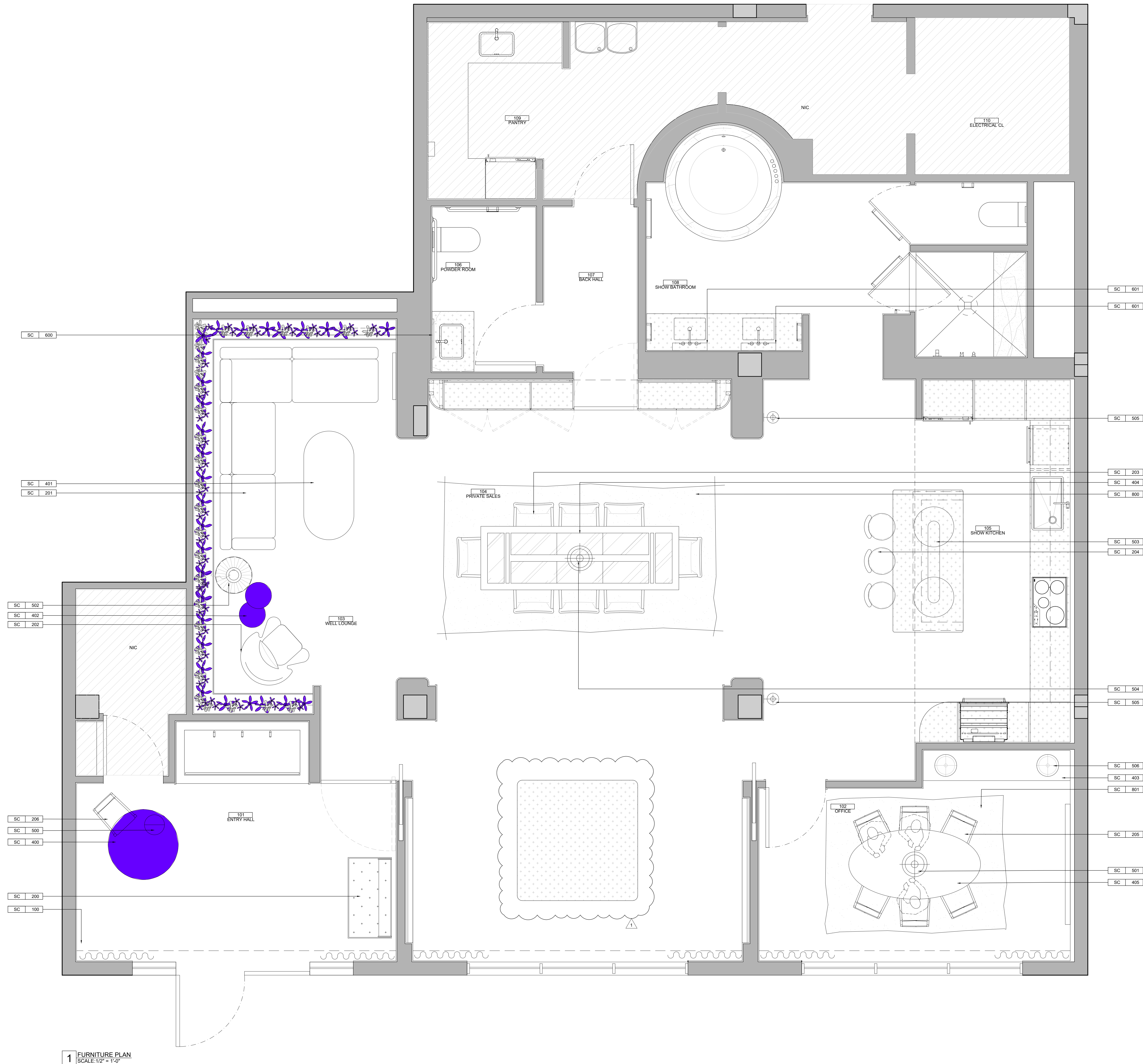
SHEET INDEX

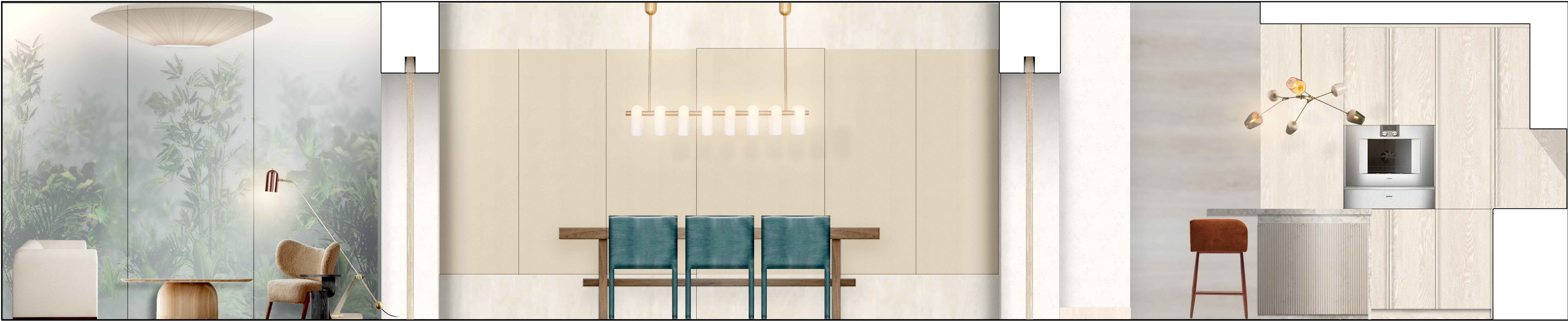
FURNITURE PLAN

SCALE:

ID-SC-205

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SALES CENTER LOUNGE/DINING/KITCHEN



SALES CENTER KITCHEN



SALES CENTER BATHROOM



		75% DD - SALES GALLERY DECEMBER 22, 2021	50% CD - SALES GALLERY APRIL 21, 2022	100% CD - SALES GALLERY JUNE 24, 2022	100% CD REV. 1 - SALES GALLERY SEPTEMBER 9, 2022
INTERIOR DESIGN PACKAGE - SALES GALLERY					
DWG NO	DRAWING NAME				
ID-SC-000	TITLE SHEET & INDEX	X	X	X	X
ID-SC-000.1	GENERAL NOTES	X	X	X	X
ID-SC-201	SALES CENTER - CONSTRUCTION PLAN	X	X	X	X
ID-SC-202	SALES CENTER - RCP PLAN	X	X	X	X
ID-SC-203	SALES CENTER - POWER PLAN	X	X	X	X
ID-SC-204	SALES CENTER - FINISH PLAN	X	X	X	X
ID-SC-205	SALES CENTER - FURNITURE PLAN	X	X	X	X
SALES CENTER - INTERIOR ELEVATIONS					
ID-SC-400	SALES CENTER - INTERIOR ELEVATIONS	X	X	X	X
ID-SC-401	SALES CENTER - INTERIOR ELEVATIONS	X	X	X	X
ID-SC-402	SALES CENTER - INTERIOR ELEVATIONS	X	X	X	X
ID-SC-403	SALES CENTER - INTERIOR ELEVATIONS	X	X	X	X
SALES CENTER - ARCHITECTURAL DETAILS					
ID-SC-500	WALL AND TRIM DETAILS		X	X	X
ID-SC-501	CEILING DETAILS		X	X	X
ID-SC-502	FLOOR/TRANSITION DETAILS		X	X	X
ID-SC-503	BATHROOM DETAILS		X	X	X
ID-SC-503.1	BATHROOM DETAILS		X	X	X
SALES CENTER - DOOR DETAILS					
ID-SC-600	DOOR TYPES		X	X	X
ID-SC-601	DOOR DETAILS		X	X	X
ID-SC-602	DOOR DETAILS		X	X	X
SALES CENTER - MILLWORK DETAILS					
ID-SC-700	MILLWORK DETAILS			X	X
ID-SC-701	MILLWORK DETAILS			X	X

THE WELL
SALES GALLERY

1160 KANE CONCOURSE
SUITE # 101
BAY HARBOR ISLANDS

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2022.09.07
Revision
50% CD SET
100% CD SET
100% CD SET REV. 1

Project No.: 2195
Drawn by:
Approved by:

SHEET INDEX

TITLE PAGE

SCALE:

T-100

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200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131

www.brzoninglaw.com

305.377.6229 office
305.377.6222 fax
gpenn@brzoninglaw.com

VIA ELECTRONIC MAIL

September 23, 2025

Lindsley Noel, Town Manager
Town of Bar Harbor Islands
1030 95th Street, Trailer 2
Bay Harbor Islands, FL 33154

Re: Second Request for Extension of Temporary Sales Center
Approval for 1177 Kane Concourse Located at 1160 Kane
Concourse, Suite 101

Dear Mr. Noel:

Our client, 1177 Bay Harbor Islands, LLC (the "Owner") is the owner and developer of the "1177 Kane Concourse" mixed-use development under construction on the northeast corner of Kane Concourse and W. Bay Harbor Drive. We are writing to seek a short extension of the sales center approval for the project. The sales center is located in a storefront at 1160 Kane Concourse. The Owner needs to retain the sales center for additional time to allow for the completion of the 1177 Kane Concourse project and/or the completion of condominium sales.

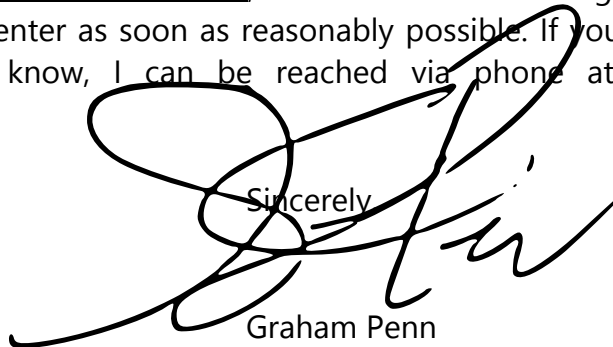
On February 1, 2023, the Town Council approved a temporary sales center use at 1160 Kane Concourse, Suite 101 (the "Sales Center Property") for a period of two (2) years. At the June 11, 2025 Council meeting, the Town Council approved an extension of the deadline to close the sales center to September 30, 2025. Unfortunately, it has become clear that additional time will be required to finish the development, necessitating the retention of the sales center for three (3) more months.

The Owner had estimated that the building would either have a Temporary Certificate of Occupancy, allowing for the build out of a new sales center within the 1177 Kane Concourse building, or, alternatively, had completed sales of condominium

units by the end of September. Either one of those conditions would have allowed for the closure of the sales center.

Unfortunately, the building is not going to have a Temporary Certificate of Occupancy by the end of September. The extensive period of rain that began in August has delayed underground plumbing, roofing, waterproofing, and building footings, which has made it impossible for the commercial portion of the building to be fully enclosed. Moreover, condominium sales remain at 85% of the units at 1177 Kane Concourse. Because the sales activity needs to continue and the 1177 Kane Concourse building is not ready to accommodate the sales operation, we need to request another extension of time to maintain the existing center – to December 31, 2025.

We respectfully ask to be placed on the October 8 Town Council agenda to request an additional extension until December 31, 2025, with the understanding that the Owner will endeavor to close the sales center as soon as reasonably possible. If you need any additional information, please let me know, I can be reached via phone at (305) 377-6229 or gpenn@brzoninglaw.com.

Sincerely,

Graham Penn