

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
REVISED AGENDA**

February 11, 2026
7:00 PM

STATEMENT OF DECORUM

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

SPECIAL NOTICE

A Regular Meeting of the Town Council of the Town of Bay Harbor Islands will take place in-person and virtually through the Zoom platform, on Wednesday, February 11, 2026 at 7:00 p.m.

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

Zoom Meeting Link: <https://us06web.zoom.us/j/85109776127>
Meeting ID : 851 0977 6127

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:

Phone one-tap:
+13052241968,,85109776127# US
+16465588656,,85109776127# US (New York)

Join via audio:
+1 305 224 1968 US
+1 646 558 8656 US (New York)
+1 646 931 3860 US
+1 301 715 8592 US (Washington DC)
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+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
+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
Webinar ID: 851 0977 6127

International numbers available: <https://us06web.zoom.us/j/85109776127>

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

Meeting ID : 851 0977 6127
Participant ID: Press the # key. 287455

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 February 10, 2026.

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

SPECIAL PRESENTATION:

1. 1. Town of Bay Harbor Islands Police Department - New Hire Introductions.
 - * Certified Police Officers: Braxton McClams and Richard Jones.
 - * Public Service Aides: Gabriel Monteagudo and Gabriela Bargas (transfer from Dispatch to PSA).
 - * K9: Ginger
2. Town Employees of the Month Recognition for the months of September, 2025, October 2025, November 2025 and December 2025.
3. Town Employee of the Year 2025.
4. [Introduction of Judge Kevin Hellman](#)

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. January 4, 2024 Regular Town Council Meeting Minutes
February 21, 2024 Regular Town Council Meeting Minutes
April 10, 2024 Organizational Town Council Meeting Minutes
April 10, 2024 Regular Town Council Meeting Minutes
January 14, 2026 Local Planning Agency Meeting Minutes
January 14, 2026 Regular Town Council Meeting Minutes

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

3. Consideration and approval of a resolution to enter into a three year agreement with GOVWELL for permitting and case management platform.
4. Discussion and approval of a resolution authorizing the Town Manager to direct KCI to perform Stormwater Impact Fee Analysis as outlined in the attached Task Order.
5. Consideration and approval of a resolution to update the Building Permit Fees and Zoning Fees - Vice Mayor Stephanie Bruder.
6. Consideration and Approval FY 2025-2026 Budget Amendment.
7. Consideration and approval to purchase mobile barriers (Meridian Rapid Defense Group) to prevent vehicle intrusion during public events.
8. Discussion to approve a five-year agreement with Transcore for maintenance of the BHI Sunpass equipment.

ORDINANCES ON SECOND READING:

9. Consideration and approval of an Ordinance on Second reading Comprehensive Plan Text Amendment – Creation of a Property Rights Element and Update to Infrastructure Element. - Town Manager.
10. Consideration and Approval of an ordinance on Second Reading amending Chapter 17 of the Sign Code, Section 17-20 to remove the max height requirement. Enclosed are the Staff Memo and the proposed ordinance - Council Member Robert Yaffe.
11. Consideration and approval of an Ordinance on Second reading regarding Sec. 5-5 Construction Site Operations to Require On-Site Changing Facilities, Daily Cleanup, and No-Loitering Policy - Council Member Eric Rappaport.

ORDINANCES ON FIRST READING:

12. Discussion and possible action approving an ordinance on first reading relating to unsafe structures and authorizing emergency assistance when a structure is declared unsafe - Vice Mayor Stephanie Bruder.
13. Consideration and approval of an ordinance on first reading amending Chapter 10, Article IV titled "Transportation Impact Fee" - Vice Mayor Stephanie Bruder.
14. Consideration and approval of an ordinance on first reading amending Chapter 26, titled "Police Services Impact Fee" - Vice Mayor Stephanie Bruder.
15. Consideration and approval of an ordinance on first reading amending Chapter 26, titled "Park Impact Fee" - Vice Mayor Stephanie Bruder.
16. Consideration and approval of an ordinance on first reading to codify previously approved uses and amend procedures for the B-1 District - Council Member Joshua Fuller.
17. Consideration and approval of an ordinance on first reading amending the Town's Code of Ordinances related to the land uses permitted or prohibited in the B-1 Business District - Council Member Joshua Fuller

DEFERRED ITEMS:

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

18. Discussion and Possible Action to approve a design for the Tot Lot Park and authorize the Town Manager to expend up to \$240,000 and to make modification to the design as needed.- Town Manager.
19. Discussion and possible action approving a resolution waiving competitive bidding for solid waste collection services - Town Manager.

20. Discussion and possible action to enter into an agreement with KC Property or the use of property and parking in Block 11- Town Manager.
21. Discussion on an update from the Town Attorney on the bridge grant and how it would affect a possible long-term lease with Sunshine Gasoline Distributors for the motor fuel service station and convenience store located at 1501 Broad Causeway, Bay Harbor Islands, Florida - Council Member Joshua Fuller.

DISCUSSION ITEMS:

22. Discussion and Possible Action to Direct the Town Manager to Issue a Request for Proposals (RFP) for Town Attorney Services and to Return to the Town Council with recommendations - Vice Mayor Stephanie Bruder.
23. Discussion and possible action to advertise for interested members to apply to be part of the Charter Review Committee- Council Member Teri D'Amico.
24. Discussion and possible action to allow the public to use the Police Gym located at the Community Center - Council Member Teri D'Amico.
25. Consideration and approval to authorize the Town Manager to procure outside counsel for the pending litigation of 1310 Land Holdings, LLC v. the Town of Bay Harbor Islands - Vice Mayor Stephanie Bruder.
26. [Consideration and approval of a resolution affirming support for the preservation of the Miami Dade Urban Development Boundary \("UDB"\) and urging the Miami Dade County Board of County Commissioners to uphold County Mayor Daniela Levine Cava's Veto of the proposed development outside the UDB - Joshua Fuller.](#)

ADJOURNMENT: Approximately 10:00 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
February 11, 2026

ITEM NUMBER: 2.

ITEM: January 4, 2024 Regular Town Council Meeting Minutes
February 21, 2024 Regular Town Council Meeting Minutes
April 10, 2024 Organizational Town Council Meeting Minutes
April 10, 2024 Regular Town Council Meeting Minutes
January 14, 2026 Local Planning Agency Meeting Minutes
January 14, 2026 Regular Town Council Meeting Minutes

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

| | |
|----|--|
| 1. | 01.10.24 Regular Council Meeting |
| 2. | 02.21.2024 Regular Council Meeting |
| 3. | 04.10.2024 Organizational Meeting |
| 4. | 04.10.2024 Regular Council Meeting |
| 5. | 2026-01-14-Local Planning Agency Meeting Minutes |
| 6. | 2026-01-14-Regular Town Council Meeting Minutes |



Town of Bay Harbor Islands

Regular Town Council Meeting

MINUTES

January 10, 2024

7:00 PM

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

Opening

Call to Order

Mayor Elizabeth Tricoche 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 Elizabeth Tricoche, Vice Mayor Joshua Fuller, Council Member Teri D'Amico, Council Member Molly Diallo, Council Member Isaac Salver, and Council Member Robert Yaffe.

Absent: Council Member Stephanie Bruder.

Also Present: Town Manager Maria Lasday.

SPECIAL PRESENTATION:

1. Introduction of Deputy Chief of Police Donald Blanchard

Police Chief Lindsley Noel introduced Deputy Chief Blanchard.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA

At the request of Staff Item #11 was moved up and Vice Mayor Fuller deferred Item #2.

ITEMS: TOWN MANAGER'S REPORT:

Town Manager Lasday reported on the following:

- Art Festival: February 3–4.
- Tween Back from Winter Break Bash: January 12th, 6:00–8:00 p.m.
- Seniors on the Go: January 14th.
- Annual Snow Day: January 21st.
- Concert in the Park: January 28th.
- Town administrative offices and the Community Center will be closed on January 15th in observance of Martin Luther King Jr. Day.
- FLC Legislative Action Days: she will attend in Tallahassee with Council Members from January 29–31, 2024.
- Legal Update: The law firm Weiss Serota intends to file a lawsuit regarding the new *Form 6 – Full and Public Financial Disclosure* requirement.

TOWN ATTORNEY'S REPORT

Town Attorney Geller elaborated on Weiss Serota's planned lawsuit challenging the new Form 6 disclosure law, citing a violation of the Florida Constitution's right to privacy. The law requires elected officials to disclose net worth and assets over \$1,000, raising privacy and safety concerns. Details of the lawsuit:

- Municipalities may join as plaintiffs.
- A \$10,000 contribution is requested from participating municipalities.
- Joining the suit would be up to the Council's discretion.

The Town Attorney Geller advised that such a contribution would not be inappropriate or detrimental to Bay Harbor Islands' residents.

Council Member Yaffe noted that Form 6 is significantly more invasive than Form 1 and must be filed online during the qualification process. It requires a full list of assets and net worth, raising privacy concerns.

Council Member Salver supported contributing \$10,000, emphasizing that joining would make a strong collective statement and that many other municipalities are expected to participate.

Council Member D'Amico expressed support for her colleagues, recognizing the burden the new law places on elected officials.

Vice Mayor Fuller explained that the Form 6's drawback is that it dissuades people from running for office. He stated that hiring lawyers and accountants to properly disclose the information comes at a significant cost. He stated that Form 6 also raises concerns about safety and security. For instance, assets such as a coin collection and the location would need to be disclosed if valued over \$1,000. He stated that while he understands the requirement of disclosure for transparency to ensure there is no conflict, he has a problem with the idea that the candidate must publicly disclose the asset and its location. He supports the lawsuit but deferred to the Council.

Council Member Diallo stressed the financial burden on candidates who must hire accountants, potentially deterring public service. She supported resisting the form, calling it a liability.

Council Member Yaffe added that delaying the law's enforcement until the end of incumbents' terms was suggested to the Legislature, but many officials across Florida have resigned to avoid the new requirements.

Mayor Tricoche spoke with the Ethics Commission and confirmed she must file for both 2023 and 2024. Although she opposed the \$10,000 contribution, she was open to the Town being named in the lawsuit.

Vice Mayor Fuller recommended waiting to see how many municipalities join and suggested a smaller contribution if possible.

Council Member Salver proposed asking the Florida League of Cities to create a scholarship fund to support small municipalities with limited budgets.

Town Attorney Geller offered to ask Weiss Serota if a reduced rate is available for small towns.

Council Consensus: No immediate decision will be made regarding joining the lawsuit; further information is needed.

TOWN COUNCIL REPORTS:

- Council Member D'Amico:
 - Requested updates on sidewalk construction near Church by the Sea, which has been ongoing for three years.
 - Attended a Waterkeeper meeting and the Florida Cities Conference as part of the Transportation & Intergovernmental Committee.
 - Raised concerns about the *Live Local Act*, which overrides local zoning, noting developers plan to build four towers above Bal Harbour Shops, with 40% designated as workforce housing.
 - Asked if she could speak with colleagues about the Act in a personal capacity, not as a Council Member.

- Council Member Salver:
 - Supported Council Member D'Amico's concern over the *Live Local Act*.
 - Described how it allows developers to bypass local zoning rules, including height and density.
 - Warned of a hotel development using this Act to ignore parking and other requirements.
 - Suggested the Town consider joining a legal challenge.
- Vice Mayor Fuller:
 - Explained that the *Live Local Act* preempts municipal authority and forces fast-track approvals.
 - Highlighted how developers can use the highest nearby building as a benchmark for height—even on the inland side.
 - Warned that the "workforce housing" may convert to market-rate without penalty unless tax incentives are taken.
 - Reported attending the Pizza with the Police event and the Florida League of Cities conference.
- Council Member Diallo:
 - Attended the Pizza with the Police event and the Town employee holiday party.
 - Congratulated Deputy Chief Blanchard on his new role.
 - Reminded residents to drive carefully now that school is back in session.
- Council Member Yaffe:
 - Attended Deputy Chief Blanchard's Oath of Office event and congratulated Captain Joe Locke on his promotion.
 - Will attend Legislative Action Days later this month.
 - Warned that proposed legislation to eliminate the Business Tax Receipt and Communications Services Tax could result in a \$360,000 loss in annual revenue for the Town.
 - Discussed a proposed increase in the homestead exemption and its potential burden on commercial and rental properties.
 - Mentioned a vacation rental bill that could limit local regulation.

- Asked the Town Planner to review SB 328 and HB 1239 for changes to the *Live Local Act*.
- Mayor Tricoche:
 - Congratulated Deputy Chief Blanchard.
 - Urged caution near construction zones.

Council Member Yaffe asked about the 1177 Kane Concourse development and its east façade. The Mayor requested staff research the issue and report back. Town Manager Lasday confirmed a meeting is being scheduled to address ongoing issues with the 1177 development. Council Member Yaffe (as a member of the Miami-Dade Board of Rules & Appeals) reported a proposed update to parking garage design standards, increasing live load capacity to 50 psf. A recommendation that applications for electric vehicle charging stations in older garages undergo structural review.

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 Town Clerk no later than the conclusion of the “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.*

Maurits Acosta, of 15476 NW 77th Ct, Miami Lakes, Florida addressed the Council and introduced himself as the founder and executive director of Virtutem Populo, a student-led nonprofit organization that promotes youth participation in civic life throughout Miami-Dade County. He proposed a program called Miami-Dade Youth Governance Day, which would allow a local student to serve as “Mayor for the Day” on April 10, 2024. The initiative is being implemented across municipalities within the county and aims to educate youth about local government operations. Selected students would undergo workshops and career readiness training leading up to the event.

Mr. Acosta noted that he is working to have Resolutions passed at both municipal and County levels to support the program, and that other municipalities have already expressed interest in participating. Council Member Salver congratulated him and instructed the Town Manager to prepare a Resolution for the “Mayor of the Day.” Mayor Tricoche suggested formally proclaiming the day as such and also expressed interest in forming a Junior Council.

Mr. Acosta added that Virtutem Populo is entirely student-run, collaborates with all Miami-Dade County schools, and has raised over \$40,000 for civic education

initiatives. The organization's executive board consists of high school students from across the County. He encouraged the Town to join the initiative. The Council reached a consensus to participate and directed the Town Manager to follow up with Mr. Acosta for more information.

Ann Marie Stoppa, of 200 Towerside Terrace, came forward and stated she had submitted records to the Council. She expressed concern about the Town's compliance procedures, shared that she had received a threat, and alleged that someone had attempted to run her over. She added that she was arrested on June 28th and believed that some individuals had made false statements in their reports. She felt the incident was mishandled.

Dave Sanchez, of 1089 94th Street, raised several issues. He inquired about how long the holiday lights would remain, questioned whether any other states had a counterpart to Florida's Form 6, and highlighted a problem with a manhole cover at 93rd Street and East Bay Harbor Drive. He also proposed designating a parking space for delivery trucks involved in developments and mentioned ongoing connectivity issues with both AT&T and Breezeline.

Mayor Tricoche recalled previous discussions about requiring residential projects to include space for delivery truck parking. Town Planner Miller confirmed this requirement is being incorporated.

Vice Mayor Fuller responded that all holiday lights had been removed except those on Kane Concourse. To his knowledge, nothing similar to Form 6 is required in other states. He acknowledged that double-parking, especially by commercial vehicles, is a concern and affirmed the town is addressing it. He also confirmed that AT&T and Breezeline are experiencing connectivity problems in the area.

Kathleen Kennedy, of 9180 West Bay Harbor Drive, thanked the Council for allowing her daughter to attend the Veterans Day dinner. She expressed disappointment over the early removal of the Nativity scene but said the church later clarified the reason. She opposed the idea of the Town hosting an art festival, calling it risky for residents, and proposed the Town install a sign reading "Peace," similar to one in Sunny Isles.

John Corral, of 9660 West Bay Harbor Drive, stated that legal authorities should determine whether Council Members are required to file Form 6. He agreed with Council Member Salver that development at Bal Harbour Shops should be opposed and thanked the Town Manager for organizing a meeting at 1177 Kane Concourse. He voiced numerous concerns about that development, including his discomfort with construction workers changing clothes in public areas.

Robin Parker, also of 9660 W Bay Harbor Drive, agreed with Mr. Corral and raised concerns about the Town's ineligibility for FEMA flood insurance discounts, noting that other nearby municipalities qualified. She asked why the Town didn't receive the discount, as it affects residents' insurance rates.

Town Manager Lasday explained that hiring a FEMA consultant to help improve the Town's Community Rating System (CRS) score was on the agenda. Chief Building

Official Mike Mesa stated the Town currently has a CRS rating of 9. Due to changes in the CRS manual in 2021, a consultant will assist the Town in boosting its rating to 7 or lower. Council Member Salver asked why the Town's rating differed from others. Mr. Mesa explained that the CRS program is voluntary, and awards points based on activities like public outreach. The consultant will help identify areas for improvement. When asked how this affects residents, Mr. Mesa noted that better ratings lead to larger flood insurance discounts.

Frances Neuhut, of 1060 Kane Concourse, voiced opposition to the 1177 Kane Concourse development and criticized the granting of easements, saying it leaves the Town with only one alley remaining. She also raised concerns about Church by the Sea and parking issues on 95th Street.

Vice Mayor Fuller informed Mayor Tricoche that members of the public wished to speak on Consent Agenda items. Town Attorney Geller advised that public comment should be allowed on those items.

COMMITTEE REPORTS: There were no committee reports.

CONSENT AGENDA: Set for approximately 7:55 p.m. (*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.*)

~~2. Approval of the following Council Meeting Minutes:~~

- ~~A. Regular Council Meeting – June 14, 2023~~
- ~~B. Special Council Meeting – June 28, 2023~~
- ~~C. Special Council Meeting – July 27, 2023~~
- ~~D. Regular Council Meeting – August 8, 2023~~
- ~~E. Special Council Meeting – August 21, 2023~~
- ~~F. First Budget Public Hearing – September 13, 2023~~
- ~~G. Regular Council Meeting – September 13, 2023~~
- ~~H. Final Budget Public Hearing – September 27, 2023~~
- ~~I. Special Council Meeting – September 27, 2023~~
- ~~J. Regular Council Meeting – October 11, 2023~~

3. **Consideration and Approval** of a proposal in the amount of \$34,626 from WSP Environment & Infrastructure Inc. to assist with lowering the Town's FEMA CRS Classification.

PUBLIC COMMENT

Frances Neuhut, of 1060 Kane Concourse, came forward and asked why the Town's FEMA rating has decreased. She requested a detailed explanation from

the Council regarding this matter.

PUBLIC COMMENT CLOSED

4. **Consideration and Ratification of Approval** of an invoice in the amount of \$54,855.00 from Maestre Construction for the repair of a sewer leak on the Town's 16-inch sewer force main in the Town Hall parking lot, under the Emergency Procurement Provision pursuant to Section 2-1.3 of the Town Code.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and stated there have been incidents where the sewer line broke and the smell was unbearable. She stated the infrastructure is too old, and that \$50,000 is not enough to address this issue.

PUBLIC COMMENT CLOSED

5. **Consideration and Approval** for Renewal of License Plate Reader (LPR) licensing and equipment-Flock for a 60-month term at a total cost not to exceed \$225,000.00.

PUBLIC COMMENT

Dave Sanchez, of 1089 94th Street, expressed his interest in technology but voiced concerns about large-scale, centralized data collection. He believes that companies involved are primarily motivated by the potential to sell user data.

Instead of renewing the agreement for five years, he suggested limiting the extension to just one year.

In response, Vice Mayor Fuller emphasized that the program has been a highly effective tool in combating crime in the town. He warned that discontinuing it could lead to a rise in criminal activity.

PUBLIC COMMENT CLOSED

6. **Consideration and Approval** of a Resolution authorizing publication of required legal notices and advertisements on a publicly accessible website.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, AUTHORIZING PUBLICATION OF REQUIRED LEGAL NOTICES AND ADVERTISEMENTS ON A PUBLICLY ACCESSIBLE WEBSITE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR

AN EFFECTIVE DATE.

PUBLIC COMMENT

Frances Neuhut, from 1060 Kane Concourse, inquired about the Town's use of the *Miami Herald* and asked whether public advertising would be removed from the Town's website. Town Manager Lasday responded that the Town will comply with legal requirements when it comes to advertising.

PUBLIC COMMENT CLOSED

7. **Consideration and Approval** of a Resolution denouncing the use of sexual violence and rape as a weapon of war by the terrorist group Hamas against women in Israel; doing so in the name of Naama Levi and asking that the International Committee of the Red Cross visit the remaining hostages in Hamas captivity. Introduced by Council Member Isaac Salver.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, DENOUNCING THE USE OF SEXUAL VIOLENCE AND RAPE AS A WEAPON OF WAR BY THE TERRORIST GROUP HAMAS AGAINST WOMEN IN ISRAEL; DOING SO IN THE NAME OF NAAMA LEVI AND ASKING THAT THE INTERNATIONAL COMMITTEE OF THE RED CROSS VISIT THE REMAINING HOSTAGES IN HAMAS CAPTIVITY; PROVIDING FOR INCORPORATION OR RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC COMMENT

Anne Marie Stoppa, from 2000 Towerside Terrace, expressed that, as a government entity, the Town cannot become involved in religious matters, as it would be unconstitutional. She recommended rewording the Resolution.

In response, Town Attorney Geller clarified that addressing issues such as antisemitism, Islamophobia, racism, or any other form of harmful discrimination does not equate to government involvement in religion. He emphasized that the Town's actions, in his view, are fully constitutional and do not support or sponsor any religion.

PUBLIC COMMENT CLOSED

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

poll vote.

DISCUSSION ITEMS:

11. Discussion and Possible Action regarding the West Relief Bridge No. 87515 – Broad Causeway West Relief Bridge Rehabilitation or Replacement Improvements Report.

Town Engineer Carrero-Santana addressed the Council, stating that repairs are needed for the West Relief Bridge. He provided a life-cycle cost analysis, outlining various repair options. He explained that there are three alternatives for fixing the bridge:

1. Alternative 1: Replace the first and last spans and renovate the remaining spans, which would extend the bridge's lifespan by 45 years at a cost of \$1,952,701.00.
2. Alternative 2: Completely replace the bridge, extending its lifespan by 45 years, at a cost of \$5,138,922.00
3. Alternative 3: Repair the current damage and rehabilitate the bridge for \$300,587.00 which would extend its lifespan by 27 years.

Town Engineer Carrero-Santana clarified that all bridges in the Town are in disrepair and that Town's goal is to extend their lifespan. The bridges suffer significant corrosion and seawater-derived chloride damage. A life-cycle analysis was conducted to assess the extent of the deterioration.

Council Member Yaffe asked whether opting for Alternative 3 would extend the bridge's lifespan beyond 27 years, or if the bridge would need to be fully replaced after 27 years. The Town Engineer confirmed that after 27 years, the entire span would need to be replaced.

Vice Mayor Fuller explained that he had discussed the bridge with the Town Engineer several times. He noted that this bridge is outside the scope of the Causeway Bridge, and although the Town had already made some changes to the bridge, new federal regulations require additional repairs. He also inquired whether repairing a certain percentage of the bridge would require it to be made ADA-compliant if it wasn't already. He had consulted the Town Attorney to understand the potential implications of these repairs on ADA compliance. He emphasized that before making any financial commitments, he wanted to understand the Town's liability to make it ADA compliant. He suggested approving Alternative 1, contingent upon receiving an opinion from ADA counsel confirming that it wouldn't trigger an ADA compliance issue.

Council Member D'Amico expressed reluctance to invest \$1.9 million in repairs without ensuring the bridge is made ADA-compliant. She suggested waiting until the design of the Broad Causeway Bridge is complete before making any

changes.

Mayor Tricoche proposed choosing Alternative 3, which would make the Town compliant, with the contingency of doing additional work as necessary in line with the bridge with the new federal regulations.

Town Manager Lasday explained that in her extensive discussions with the TPO, she was advised that including better pedestrian access and bike lanes in the Town's plans would increase the likelihood of securing funds from several agencies. She also noted that making the Broad Causeway Bridge ADA-compliant would require making the other three bridges compliant as well, which would require additional funding. The TPO recommended prioritizing the Broad Causeway Bridge, with plans to secure funding for the other bridges later.

Mayor Tricoche made a motion to approve Alternative 3. Vice Mayor Fuller raised concerns, referencing the Town Manager's point that Alternative 3 could complicate the Town's efforts to secure larger funding. Town Manager Lasday clarified that the completion of the Broad Causeway Bridge would take 5-8 years, and obtaining grant funds for the other bridges would take even longer. She emphasized that the goal was to extend the life of the West Relief Bridge, so the Town wouldn't have to worry about it for several years. The Broad Causeway Bridge would be the priority, followed by addressing the issues of the other bridges.

Council Member Yaffe questioned the rationale behind spending \$1,952,701 on Alternative 1, as opposed to the \$300,587 cost of Alternative 3. He pointed out that after the completion of the Broad Causeway Bridge, the other bridges would be addressed. Town Manager Lasday explained that funds should be allocated to the causeway bridge first and asked the Town Engineer to clarify the repair needs for the West Relief Bridge, as the State was requiring the Town to address certain conditions. The Town Engineer explained that the State inspects the bridges every two years and provides annual reports. If the issues aren't addressed, weight restrictions could be placed on the bridges.

The Council continued discussing the justification for choosing Alternative 3 over Alternative 1.

Vice Mayor Fuller asked if the only difference between the \$300,000 and \$1.9 million options was the number of years of additional life or if the higher cost included additional support that the Town would eventually need to handle. The Town Engineer confirmed that additional support would be necessary. The Vice Mayor noted that it was a choice between paying now or paying over several years. The Town Engineer agreed with this assessment. The Vice Mayor emphasized that the \$300,000 option would provide 27 years of extended life, while the \$1.9 million option would provide 45 years, but would mainly involve additional patchwork to strengthen the structure.

Mayor Tricoche felt that there was not enough information to make a well-informed decision, and Council Member D'Amico agreed.

Town Manager Lasday suggested deferring the decision for a month to gather more information. The Council agreed to this course of action.

ORDINANCES ON SECOND READING: There were no Ordinances for second reading.

ORDINANCES ON FIRST READING:

8. **Consideration** and **Approval** of an Ordinance on first reading amending Chapter 5 of the Town Code, entitled Buildings and Construction, by creating Section 5-26 to provide for Site Development Plan Exemption for Town Projects.

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 CHAPTER 5 BUILDINGS AND CONSTRUCTION, ARTICLE I, BY CREATING SECTION 5-26 ENTITLED "SITE DEVELOPMENT PLAN EXEMPTION FOR TOWN PROJECTS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING AN EFFECTIVE DATE.

Council Member Yaffe moved the item to the floor, and Council Member D'Amico seconded the motion.

PUBLIC COMMENTS

Dave Sanchez, 1080 94th Street, urged the Council to vote against the Ordinance. He emphasized that the public should have a say in any projects on the island, and that town projects should not be exempt from this process.

Frances Neuhut, from 1060 Kane Concourse, noted that in the past, project approvals were handled directly by the Council. This changed when the Design Review Board was established. She questioned whether the Council would take responsibility for exempting Town projects from review by the Design Review Board and expressed concerns about the lack of accountability regarding the Church by the Sea project.

PUBLIC COMMENTS CLOSED

Council Member Salver asked the Town Attorney to provide an overview of the proposed Ordinance. Town Attorney Geller explained that the Ordinance would release the Town from the requirement to present projects to the Design Review Board (DRB) or hold pre-DRB meetings for certain projects, such as the parking garage. He clarified that the Ordinance does not prohibit public comment. The Town Council still needs to vote on the project itself; however, the Ordinance would relieve the Council from consulting the DRB on specific design elements. If desired, the Council may refer the project to the DRB or another committee. Ultimately, a vote will be held, and the public will have an opportunity to provide feedback.

Council Member Yaffe agreed with the Town Attorney's explanation and added that the Council does not need to send certain projects, like the new Town Hall, to the DRB, as the Council must discuss and vote on them. While the public can still voice their opinions, some projects need to proceed without the DRB's involvement, and it makes sense to exempt public projects from this requirement.

Council Member D'Amico expressed concern about exempting infrastructure projects from DRB review and proposed an amendment to require that infrastructure also be reviewed by the DRB. Town Attorney Geller advised that "infrastructure" is a very broad term, and further clarification would be needed.

Vice Mayor Fuller inquired if, under the new decorum rules, the Council could invite someone to speak if the topic changes. Town Attorney Geller confirmed that they could. Mayor Tricoche asked for clarification on how this would work if a member of the public had already spoken on the item and wanted to speak again. Town Attorney Geller responded that the Council may permit this, but it is not required. If the item is amended and the Council wishes to allow additional public comment, they can give the speaker up to 90 seconds to address the Council.

The Council continued discussing the process of allowing public comments after the formal comment period had ended. Mayor Tricoche expressed concern that permitting further comments might set a precedent.

At this point, Vice Mayor Fuller requested that Dave Sanchez come forward.

PUBLIC COMMENTS

Dave Sanchez, 1080 94th Street, suggested that the word, "utilities" should be used instead of infrastructure.

Frances Neuhut, 1060 Kane Concourse, suggested removing Section E from the ordinance.

PUBLIC COMMENTS CLOSED

Council Member D'Amico moved to amend her amended motion to add the word "utilities". Mayor Tricoche seconded the motion which failed on a 2-4 poll vote with Vice Mayor Fuller, Council Members Diallo, Salver and Yaffe opposing.

ACTION: Council Member Yaffe made a motion to approve the Ordinance on first reading. Council Member D'Amico seconded the motion, and it passed with a 4-2 poll vote with Mayor Tricoche and Council Member D'Amico opposing.

9. **Consideration and Approval** of an Ordinance on first reading amending Section 5-6 of the Town Code to provide for appeal after payment of code violations. 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 RELATING TO APPEAL AFTER PAYMENT OF CODE VIOLATIONS; AMENDING CHAPTER 5 ENTITLED "BUILDINGS AND CONSTRUCTION", ARTICLE I, SECTION 5-6 ENTITLED "DEVELOPMENT FEES, PERMITS – REQUIRED, FEES TO BE PAID; PENALTY FOR NONCOMPLIANCE" RELATING TO APPEAL AFTER PAYMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING AN EFFECTIVE DATE.

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

Council Member Yaffe explained that the Town amended the Code to prevent property owners who owe money to the Town from submitting permit requests or presenting projects to the Design Review Board or Development Review Committee. He further clarified that once a property owner pays the fine, they forfeit the right to contest the violation. The proposed Ordinance would allow the property owner to pay the fine in order to move forward with the project. After payment, they would still have the option to contest the violation fee with the Litigation Committee or a Special Magistrate.

PUBLIC COMMENTS

Frances Neuhut, 1060 Kane Concourse, stated that she had attended the hearings with the Special Magistrate. She expressed concerns that developers receive preferential treatment when it comes to mitigating fines, which puts others at a disadvantage.

Dave Sanchez of 1080 94th Street, suggested that any transaction fees incurred

should be reimbursed if the appeal is successful. He further inquired whether the special master hearings are open to the public and if they are recorded.

Council Member Yaffe responded, explaining that the hearings are held once a month, with dates available online and an agenda posted.

PUBLIC COMMENTS CLOSED

ACTION: Council Member Yaffe made a motion to approve the Ordinance on first reading. Vice Mayor Fuller seconded the motion, and it passed unanimously on a poll vote.

10. **Consideration and Approval** of an Ordinance on first reading amending Sections 1-2, 2-21, 18-24, 2- 1.1, 53/4-8, 23-16.1, and 18-25 of the Town Code defining "Publication" of Public Notice in order to provide a definition of and remove the requirement for newspaper publication.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING SECTION 1-2 DEFINING "PUBLICATION" OF PUBLIC NOTICE; AMENDING SECTION 2-21 "NOTICE OF PUBLIC HEARING"; SECTION 18-24 "NOTICE OF PROPERTY OWNER'S FAILURE TO CONVERT FACILITIES"; SECTION 2-1.1 "PROCUREMENT LIMITATIONS; COMPETITIVE BIDDING"; SECTION 5³/₄-8. "CONTENTS AND SERVICE OF NOTICE"; SECTION 23-16.1 "MORATORIUM"; AND SECTION 18-25 "CONVERSION OF FACILITIES OF THE TOWN CODE; LIEN; RECORDING; REDEMPTION"; AND SIMILAR ORDINANCES OF THE TOWN CODE; IN ORDER TO PROVIDE A DEFINITION OF PUBLICATION AND REMOVE THE REQUIREMENT FOR NEWSPAPER PUBLICATION, PROVIDING FOR A REPEALER PROVISION, SEVERABILITY CLAUSE, CODIFICATION, INCORPORATION OF RECITALS AND AN EFFECTIVE DATE.

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

PUBLIC COMMENT

Frances Neuhut, from 1060 Kane Concourse, voiced concerns about changes to the Town Code. She asked the Council for an explanation of the new Ordinance.

Vice Mayor Fuller clarified that the Town has and will continue to publish notices, but certain newspapers that used to publish, do not print anymore. The change

in the Town Code was made to align with recent updates to state law.

Council Member Yaffe added that, as of December 21, 2023, the *Daily Business Review*, which previously published public notices, has stopped printing physical copies.

PUBLIC COMMENT CLOSED

ACTION: Council Member Yaffe made a motion to approve Ordinance on first reading. Council Member Salver seconded the motion, and it passed unanimously on a poll vote.

- 10A. **Consideration and Approval** of an Ordinance on first reading creating Section 14-18 of the Town Code regarding Hate Crimes – consideration of anti-semitism in enforcing laws, not limited to destruction of posters supporting the Israeli hostages taken by Hamas during the attack of October 7, 2023. Introduced by Council Members Isaac Salver and Stephanie Bruder.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES BY ADDING A SECTION TO BE NUMBERED 14-18, ENTITLED “HATE CRIMES - CONSIDERATION OF ANTI-SEMITISM IN ENFORCING LAWS”; TO INCLUDE EXAMPLES OF ANTI-SEMITISM, INCLUDING, BUT NOT LIMITED TO, THE DESTRUCTION OF POSTERS SUPPORTING THE ISRAELI HOSTAGES TAKEN BY HAMAS DURING THE ATTACK OF OCTOBER 7TH; ADOPTING THE UNITED STATES DEPARTMENT OF STATE'S SPECIAL ENVOY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

Council Member Salver moved the item for discussion, and Vice Mayor Fuller seconded the motion.

Council Member Yaffe inquired whether any other provisions of the Town Code address hate crimes. Town Attorney Geller replied that there are no such provisions.

The Council reached a consensus to expand the language of the Ordinance to cover all hate crimes.

PUBLIC COMMENT

Dave Sanchez, of 1080 94th Street, expressed concerns about freedom of speech groups being unable to voice their opinions. He asked whether the Ordinance could potentially violate the First Amendment.

In response, Vice Mayor Fuller assured Mr. Sanchez that the Ordinance includes specific language to ensure that its enforcement would not infringe upon free speech.

PUBLIC COMMENT CLOSED

ACTION: Council Member Salver made a motion to approve the Ordinance on first reading. Vice Mayor Fuller seconded the motion, and it passed unanimously on a poll vote.

DEFERRED ITEMS: There were no deferred items.

TOWN MANAGER ITEMS: There were no Town Manager Items.

ADJOURNMENT:

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

Passed and adopted this 11th day of February, 2026.

ISAAC SALVER, MAYOR

ATTEST

**EVELYN HERBELLO, MMC
TOWN CLERK**



Town of Bay Harbor Islands

Regular Council Meeting

MINUTES

February 21, 2024

7:00 PM

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

Opening

Call to Order

Mayor Elizabeth Tricoche called the meeting to order at 7:32 p.m.

Pledge of Allegiance

Roll Call of Members

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

Present: Mayor Elizabeth Tricoche, Vice Mayor Joshua Fuller, Council Member Stephanie Bruder, Council Member Teri D'Amico, Council Member Molly Diallo and Council Member Robert Yaffe.

Absent: Council Member Isaac Salver.

Also Present: Town Manager Maria Lasday.

SPECIAL PRESENTATION:

1. Proclamation - Colorectal Cancer Awareness Month.
Mayor Tricoche read a Proclamation into the record proclaiming March 2024 as Colorectal Cancer Awareness Month.
2. Proclamation - Problem Gambling Awareness Month
Vice Mayor Fuller read a Proclamation into the record proclaiming March 2024 as Problem Gambling Awareness Month.
3. Introduction of New Police Officer Alexander Alvarez
Chief Lindsley Noel introduced Office Alvarez.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Council Member Yaffe proposed amending the Town Code to include metal roofs as an accepted roofing material, eliminating the need for approval by the Design Review Board.

Council Member Bruder shared information from the Miami-Dade Commission on Ethics and Public Trust regarding the process for public comments on Consent Agenda items. Since speakers already have three minutes at the beginning of the meeting to address any agenda item, they should complete the "Request to Address the Town Council" form for each item they wish to speak on. In total, they could be allotted one minute or more to comment on those items.

Town Attorney Geller explained that the public does not have a specific right to comment on items such as minutes or proclamations on the Consent Agenda. However, they do have the right to comment on items like procurement matters, with a minute or more allocated per item they wish to discuss. The Mayor may also exercise discretion to extend speaking time. The Council reached a consensus to allow speakers one minute to address each item on the Consent Agenda.

Mayor Tricoche suggested Item #28 be moved up after Public Comment or after the Consent Agenda. There wasn't a consensus to move the item.

TOWN MANAGER'S REPORT:

Town Manager Lasday provided the following updates:

- She traveled to Tallahassee with Council Member Bruder and also traveled to Washington, DC with Vice Mayor Fuller to pursue grant funding opportunities.
- The 5K Run and Concert in the Park event will be held on Sunday.
- A decision regarding the PROTECT grant for \$15 million is expected within the next month. A revised application for the \$250 million RAISED grant will be submitted in the coming days. The Town was previously informed that the application was highly favorable, though one element related to the environment was incomplete.
- Town Manager Lasday and Council Member Bruder are working on securing a \$125 million grant from the State, while she and Vice Mayor Fuller are pursuing a \$125,000 grant from the Federal government. The Town is also applying for additional grants from the County to fund other bridge projects. Recently, a meeting was held with lobbyists to seek appropriation for the \$1.9 million bridge project.
- On Friday the Town received a \$250,000 grant for a vulnerability assessment focused on stormwater and other utilities.
- Town staff has relocated to the trailers at 1030 95th Street.
- An item related to the Town Hall demolition plan is included on the agenda.

Town Clerk Yvonne Hamilton announced that the qualifying period for the April 2, 2024, Election will run from 9:00 a.m. on February 22nd to 5:00 p.m. on March 3rd. Early voting will take place on March 28th and 30th. Mayor Tricoche informed the public about the option to vote by mail. She announced that she will not be seeking re-election.

Council Member Bruder recommended sending an email notification to residents to inform them about Early Voting, which will be available for the first time. It was also mentioned that notices will be included in the newsletter, displayed on electronic billboards, and a Code Red message will be sent out.

COUNCIL REPORTS:

Council Member Yaffe requested an update on the Church by the Sea project. Town Manager Lasday stated that the Church submitted revised plans a month ago for the Building Department's review. Once approved, they will be able to obtain a Building Permit for the repair work and free up the sidewalk. Additional internal work was needed to address new handicapped accessibility rules that were recently implemented by the Federal government.

Council Member D'Amico thanked staff and the Police Department for their hard work during the Art Festival. She reported that she attended the Florida League of Cities Conference in Tallahassee and her quote on workforce housing in the Bal Harbour Shops was published in *Biscayne Times*. She expressed concern that this publication does not cover the Town. She provided a video of the Christo's Islands movie and suggested it be shown during one of the Town's Movie Night events.

Council Member Diallo congratulated Officer Alvarez and spoke about the upcoming 5K Run, a successful Snow Day event, thanked staff and the police for supporting the event, her attendance at the Miami-Dade County League of Cities Meeting in Aventura, her plans to attend the National League of Cities Conference in March and a Black History Celebration on Sunday honoring 10 Black Police Chiefs in Miami-Dade County, including Chief Noel.

Council Member Bruder thanked her fellow Council Members, the Town Manager, and staff for supporting her efforts in Tallahassee to obtain grant funding for the Shepard Broad Causeway Bridge project. She mentioned that the Council is working diligently to find funding through grants and/or loans from the State or Federal government, because the bridge is in dire need of replacement. She invited residents to attend the bridge public meetings and provide their input to assist the Council in making its decision.

Mayor Tricoche reminded the public of information on the Town's website regarding the bridge project and advised them to contact the Town Council if they have any questions.

Council Member Yaffe congratulated Officer Alvarez. He reported on his trip to Legislative Action Days in Tallahassee and the importance of the elected officials attending these events to safeguard Home Rule. He cited a matter where Tallahassee wants to take away some of the Town's authorities to regulate Short Term Vacation Rentals, where complaints might have to be filed with the Florida Department of Business Regulations in Tallahassee, rather than with the Town's Code Enforcement Department. Local taxing authority and condominium bills are being discussed, which might have a significant effect on governance of condominium associations, Co-ops, and HOA's in Florida, if passed and signed into law by the governor.

Vice Mayor Fuller added that the Council realized there must be funds available for replacement of the bridge at some point, and they are working diligently to obtain funding assistance at State and Federal levels. The Council has been working on several grants; two of the applications were highly ranked, and the Town came close on one of the grant applications. A meeting was held to discuss where the town fell short, and the grant application is being resubmitted. He encouraged the public to look at the general bridge design on the town's website, which is not the final design. He informed the public there will be further design meetings and opportunities for public input. He stated that the Council is trying to have a signature item for Bay Harbor, something safe, pleasant to look at, and efficient. He expressed thanks and appreciation to Town Manager Lasday for traveling to Washington, DC and trying to obtain grant funding. He then spoke of the success of Snow Day and thanked staff for their work on the event.

The Vice Mayor further requested support from the Council to reach out to neighboring communities on the Council's behalf to arrange for the Town with multiple communities to invite a 28-year-old young lady who survived the Hamas led attack on Israel on October 7th to the Town for an open discussion and presentation, at a minimal cost. Council Member Bruder suggested a comprehensive program including the history, so people can know how they arrived at the events of October 7th, instead of having one person speak. Mayor Fuller asked Town Attorney Geller if there was a Sunshine issue if he and Council Member Bruder worked with other communities to plan this event. The cost would be minimal and within the Town Manager's spending authority. Town Attorney Geller advised that the Town sponsoring an event with other communities to raise community awareness about an issue is not a Sunshine matter.

There was consensus from the Council to approve the Vice Mayor's request.

Vice Mayor Fuller reported he attended a meeting about the Bal Harbour Shops planned expansion, which could be catastrophic for Bay Harbour and a real problem in regard to density, traffic, design, etc. Council Member Yaffe was also present. They did not speak on the matter because of the Sunshine and the Council had not agreed for

them to represent the Town. Bal Harbour wants to know the Town's official position on the matter. He suggested designating a member of the Council to represent the Town for the purpose of speaking at these community meetings to express the Town's position on the matter. Council Member D'Amico volunteered to be the representative. Council Member Bruder suggested a Resolution outlining the Town's position be prepared and for the public to be notified when Council Member D'Amico will be attending these meetings. It was the consensus of the Council for Council Member D'Amico to be the Council's representative at the community meetings regarding the Bal Harbour Planned Development project.

Mayor Tricoche informed the public that the Broad Causeway Bridge replacement is a 10-year project, and the bridge will not close during construction. Over the last eight (8) years, there have been incremental increases to the cost of the tolls going across the bridge and millions of dollars have been put away to replace the bridge, because a certain amount is required to receive loans and grants. The Town has to prove it has enough money to start the project.

Mayor Tricoche reminded the public of the rules of decorum for tonight's meeting.

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; please fill it in and return it to the Town Clerk prior to the start of the meeting if you would like to speak during public comment.** 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, 9341 East Bay Harbor Drive, and Mariana Mitroga, 1025 92nd Street, Apt. 609 came forward. Ms. Mitroga yielded her time to Ms. Gott. On behalf of 100 neighbors and parents, they requested collaboration with the Town Council to provide recreational activities for children in the community. She emphasized the need for enriching activities for all children in Bay Harbor. She proposed that the Town form a strategic alliance with Bal Harbour and Surfside to strengthen ties and collaborate in creating a more unified neighborhood. This partnership would allow residents to access shared facilities and resources, benefiting everyone. She urged the Council to address the shortage of recreational activities for children and proposed a range of sports and activities, including soccer, basketball, tennis, swimming, athletics, gymnastics, ballet, dance, music, drama, and theater workshops. They suggested expanding current facilities with the construction of a new soccer field, a swimming pool, and additional rooms at the community center to accommodate growing community interest. They also recommended making these activities affordable for residents, with availability for visitors when possible.

Mayor Tricoche explained that the Council has consistently worked with neighboring communities, especially for access to their parks and pool facilities. Council Member Bruder suggested exploring other ways to provide recreational services, such as using the Community Center on Sundays, outsourcing activities, and utilizing school grounds and classrooms.

Vice Mayor Fuller stated that they have tried to work with Surfside and Bal Harbour and will continue to do so in an effort to increase the amount of amenities provided to children.

Council Member Yaffe recalled a prior suggestion that was rejected by Surfside for children to use Surfside's Community Center for swimming lessons.

Mayor Tricoche informed Ms. Gott that the proposal would be reviewed.

Ms. Gott recommended increasing digital communication with residents.

Council Member Diallo mentioned the Town's agreement with Miami Shores that allows residents to use their pool facilities.

Council Member D'Amico told Ms. Gott to inform her group that the Council was receptive to the suggestions.

Harry Bruder, 1281 94th Street, came forward and commended the Council for their excellent work, particularly during a challenging time when the Town is raising \$250 million for the Broad Causeway Bridge replacement, traveling to Tallahassee, and constructing a new Town Hall. He suggested adopting a "Love Fund", similar to what neighboring cities have implemented. This fund would raise money to assist employees facing hardship, with the Council evaluating each situation and distributing funds accordingly. The fund would be raised through events such as a Food & Wine Festival or a 5K Run, with no cost to the Town. He emphasized that now is not the time for costly events like a fair that could burden the Town financially.

Mayor Tricoche asked the Town Manager to investigate how neighboring cities manage the "Love Fund" and provide the information to the Council.

Eileen Wallace, 10350 West Bay Harbor Drive, came forward and expressed concerns about the Art Fair, particularly the traffic issues. She also complained about the construction site at the corner of 103rd Street, citing dirty streets, poor jobsite conditions, and people sleeping in construction trailers. She thanked Public Works, Code Enforcement, and the Police Department for their efforts. She suggested the Town consider adopting an Ordinance similar to Key Biscayne's Ordinance banning scooters and asked for an investigation into the speed limit, as children are riding scooters at speeds of up to 50 miles per hour.

Mayor Tricoche instructed the Town Manager to explore enforcement options for electric scooters and electric bikes.

Stacey and Stewart Schwadron, 1270 98th Street, came forward. Mr. Schwadron yielded his time to Mrs. Schwadron, who explained their desire to build a padel ball court on their unified double lot. This space would allow their family to enjoy a sport they love. She invited anyone with concerns about the project to contact them.

Frances Neuhut, 1060 Kane Concourse, came forward and spoke about the Council's approval of Church by the Sea's relocation to Bay Harbor. She also raised concerns about parking issues in the Business District and suggested housing the Police Department in the DiPietro building.

Kathleen Kennedy, 9180 West Bay Harbor Drive, came forward and announced her candidacy for Town Council. She discussed traffic problems, suggested that Surfside and Bal Harbour should contribute to the Broad Causeway Bridge replacement, and called for volunteers for the Parks & Recreation Committee. She also expressed concerns about parking, commended Joel Jacobi and the Children's Trust Program, and advocated for better service and communication. She recommended forming a committee for the Art Festival and thanked the Town Manager for her service. Additionally, she suggested hiring the legal firm of Weiss Serota, which provides itemized billing.

Anna Kelly Stoppa, 2000 Tower Side Terrace, Miami, FL 33138, came forward and questioned the presence of billboards in the Town advertising information about kidnapping.

Joyce Green, 1360 99th Street, came forward to inform the Council about a rented home on West Broadview Drive where tennis is played early in the morning and late at night, causing noise disturbances and keeping the lights on. She also expressed concerns about the impact of the Bal Harbour Shops development on the Town's infrastructure, especially regarding traffic problems during the Broad Causeway Bridge replacement project. She mentioned children riding electric scooters in the streets and the "No Electric Bikes/Scooters" signs displayed in Bal Harbour.

Gustavo Ortega, 10350 West Bay Harbor Drive, came forward and spoke about his family's enjoyment of the Art Festival. He expressed concerns about children being segregated from playing in neighboring parks and emphasized the need for the community to work together to address the issue.

Ken Eskin, 1310 99th Street, came forward and stated the art show was nice, but one issue was that many shops and restaurants chose not to open during the event. It's important to encourage their participation, as it would attract more people to the Town. He also suggested including more diverse art forms, such as ceramics and metalwork, to enhance the show. He advised of a meeting in two weeks to discuss the

redevelopment of the Bal Harbour Shops.

PUBLIC COMMENT CLOSED

28. **Discussion** and **Possible** action regarding non-renewal of the contract for the Art Festival. Sponsored by Mayor Elizabeth Tricoche.

Mayor Tricoche expressed gratitude to everyone involved in the Art Festival but voiced concerns about its feasibility for the Town. She explained that the Town's geography isn't ideal for such an event, particularly since closing Kane Concourse for an extended period creates safety hazards, which is one of her major concerns. She also mentioned receiving between 50 to 75 complaints from residents, many of whom were frustrated by the traffic delays and disagreed with how the event was handled.

Additionally, she highlighted the event's \$200,000 cost and questioned the value of continuing it without a more efficient location. She emphasized that the funds could be better used elsewhere, and shared that local businesses felt the event provided little benefit to them.

Vice Mayor Fuller responded, noting that most complaints were related to Friday's traffic. He explained that in the first year of the festival, there were issues with westbound traffic, but measures were put in place to resolve that. This year, the eastbound traffic became an issue, but he said that it was identified and addressed. He insisted that the festival was an incredible success overall, with people enjoying it, and reaffirmed the Town's goal of putting itself on the map with a signature event. He disagreed with the claim that the event wasn't beneficial to businesses, pointing out that many were busy. He suggested commissioning an outside study to explore how to alleviate traffic problems in the future or identify a better location for the event. He also praised the Police Chief and staff for their efforts in managing the traffic.

Council Member D'Amico acknowledged the festival's success in bringing art and music to the Town, but emphasized the importance of listening to the community's concerns. She proposed relocating the event to an area like the perpendicular terrace, which has open spaces and parking. She also suggested that the event's promotional materials should include a clearer map, and that children should be more involved in art programs and competitions. She expressed a desire to find a solution that alleviates traffic while continuing to provide a fun, car-free experience for residents. She also mentioned the possibility of sending out a survey to gather more resident feedback.

Vice Mayor Fuller made a motion to commission a study to address traffic concerns and explore alternative locations for the event. Council Member D'Amico seconded the motion, and discussion about the traffic study followed.

Council Member Bruder expressed doubts about spending \$200,000 on a single event, given issues like parking, location, and expenses. She suggested redirecting some of that money into marketing Bay Harbor to attract more businesses and hiring a national real estate expert. She noted that Bay Harbor isn't currently seen as a destination, and she recommended using funds to improve the small business district or for long-term community projects. If the Art Festival were to continue, she suggested finding a different location that wouldn't require closing Kane Concourse on a Friday. She shared that she had received many negative phone calls about the event.

Council Member Diallo echoed concerns about the event's traffic and costs, suggesting that the \$200,000 could be better spent on other events throughout the year or used to modify the Art Festival. She mentioned receiving numerous negative calls from residents who felt inconvenienced. She proposed incorporating art into existing events, such as food trucks or concerts, to avoid blocking Kane Concourse and to reduce costs.

Council Member Yaffe acknowledged the frustration with traffic but recalled that art shows had previously been held on Kane Concourse, and the street was closed then as well. He felt the art show was a positive event and expressed support for continuing it, provided adjustments were made to improve logistics. He noted that local restaurants appeared to benefit from the event, as they were busy with attendees.

Vice Mayor Fuller added that he received positive feedback from parents of Bay Harbor kids who performed in the event, including those in the rock ensemble and dance groups. They appreciated the opportunity for their children to perform in front of friends and family.

Council Member Bruder suggested hosting a stage for children to perform at the Town Picnic, instead of at the Art Festival. She reiterated that her concerns were more about the economics of the event than the festival itself.

Mayor Tricoche proposed expanding events throughout the year to better meet the community's needs, rather than focusing on a two-day Art Festival that had caused significant disruption and incurred substantial costs.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, yielded her time to Kathleen Kennedy, 9180 West Bay Harbor Drive. Ms. Kennedy expressed concerns about the art festival, describing it as an inconvenience to residents, too costly, and a safety risk for the Jewish community. She suggested the funds be redirected toward parks and recreation programs for children and seniors, as well as the purchase of new computers.

Daniel China, from 9280 Bay Harbor Terrace, thanked the Council Members who had reached out to him regarding his concerns about the logistics of the art show. He mentioned that he lives on 93rd Street, where traffic was rerouted through Kane Concourse the Friday before the event, causing significant noise. He strongly opposed this traffic plan, noting that the area serves as the parent pickup line for Ruth K. Broad. While he appreciated the art show, he felt that the attendance over the past two years did not justify a three-day road closure.

Lisa Fuller, from 1251 98th Street, expressed her support for the continuation of the Art Festival. She noted that the event was well publicized in advance, with postcards, newsletter announcements, and digital signs along Bay Harbor and Biscayne Boulevard. Additionally, parents received emails from Principal Saperstein with alternative routes for picking up children. She acknowledged the \$200,000 cost of the festival but emphasized its value in fostering community engagement. She also agreed with the Vice Mayor's view that the event helped raise the Town's profile.

Ken Eskin, from 1310 99th Street, stated that the Art Festival is beneficial for both children and adults. He pointed out that it helps raise awareness of Bay Harbor, which many people may not know about. He also clarified that the traffic issue on Friday was due to the single-lane operation of the Bal Harbour Bridge, which caused significant backups.

Adam Ziefer, from 1030 West Bay Harbor Drive, thanked the Council Members for their service. He reiterated his belief from last year that while the Art Festival is a great event, it might not be suitable for Bay Harbor due to the Town's layout. When Kane Concourse is blocked, traffic becomes unmanageable, negatively affecting residents' quality of life. He also noted that the number of booths at this year's event seemed smaller.

Mayor Tricoche stated she would support a one-day event on Sunday, with setup on Saturday night and breakdown on Sunday night, if the event were moved away from Kane Concourse. She suggested holding it in a location near the school or another area that wouldn't disturb residents as much. The Mayor expressed that she did not see a significant benefit from the Art Festival and felt it posed a safety risk.

ACTION: Vice Mayor Fuller made a motion to defer the item and for the Town to pay for a study for both the location and the traffic to see if the Art Festival can be saved by making it a little bit easier and maybe potentially not having set up until late Friday, if possible. Council Member D'Amico seconded the motion, which failed 3-3. Vice Mayor Fuller and Council Members D'Amico and Yaffe voted in favor. Mayor Tricoche and Council Members Bruder and Diallo opposed.

Mayor Tricoche made a motion to cancel the Art Festival and not to renew the

contract. Council Member Bruder seconded the motion, which failed 3-3. Mayor Tricoche and Council Members Bruder and Diallo voted in favor. Vice Mayor Fuller and Council Members D'Amico and Yaffe opposed.

COMMITTEE REPORTS:

4. Parks & Recreation Committee January 24, 2024, Meeting Report - Chair Kathleen Kennedy

A report was not provided.

5. **Ratification** and **Approval** of reduction of fines as mitigated by the Litigation Committee for 1060 95th Street and 1080 95th Street, pursuant to Section 5 3/4-16 of the Town Code. The Special Magistrate imposed a fine of \$307,450.00 for various Code violations. At its meeting on February 7, 2024, the Litigation Committee reduced the fine to \$75,000.00, subject to approval of the reduction by the Town Council, with the conditions that they rehab the existing structures within the existing envelope and footprint of the buildings. If the properties are sold or redeveloped in a different way, prior to the issuance of a final Certificate of Occupancy, the amount forgiven would have to be paid to the Town.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and suggested the monies be used to install lights on 95th Street, rather than putting them into the general fund.

PUBLIC COMMENT CLOSED

ACTION: Council Member Yaffe made a motion to ratify payment of the \$75,000. Mayor Tricoche seconded the motion, and it passed 4-0 on a poll vote. Vice Mayor Fuller and Council Member Bruder were absent from the dais.

CONSENT AGENDA: Set for approximately 7:55 p.m. (*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.*)

Frances Neuhut, 1060 Kane Concourse, came forward and spoke on Consent Agenda Items Numbers 8, 12, 13, 14, and 15. She also commented that the Town is having Early Voting which is prohibited by the Town Charter, and she did not see the need for early voting.

6. **Consideration** and **Approval** to increase the Police Department's personnel in furtherance of the delivery and efficiency of the Police Dispatcher services by

hiring three (3) additional Full-Time Police Dispatchers. Sponsored by Council Member Stephanie Bruder.

7. **Consideration and Approval** to piggyback off the Seminole County Sheriff's Office/Contract with HG2 Emergency Lighting to outfit three (3) new police vehicles with emergency lights and equipment for \$34,388.00, pursuant to Section 2-1.2 of the Procurement Ordinance.
8. **Consideration and Approval** of a Resolution approving Change Order No. 1 to a contract between the Town and Engineering Control Systems, Corp. dated February 2, 2023 for BC-158 Shepard Broad Causeway Rehabilitation Project Bridge 875101. The Change Order is for the amount of \$196,594.00 for services needed by FPL, for Installation for Exploratory Hand Digging, and Hydro Excavation to Connect Existing FPL Conduit to the New Pull Box at the Shepard Broad Causeway, plus the purchase and installation of FPL Conduit and Cable.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING CHANGE ORDER NUMBER 1 TO THE AGREEMENT WITH ENGINEERING CONTROLS SYSTEMS CORP FOR THE SHEPARD BROAD CAUSEWAY REHABILITATION PROJECT BRIDGE NO. 875101; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

9. **Consideration and Approval** of a Resolution approving Change Order 1 to BC – 158 – Rehabilitation of Broad Causeway Bridge # 85101 contract in the amount of \$94,275.87 with BCC/Lakes Engineering Controls Systems Corp for repair of the Broad Causeway West Relief Bridge (BC – 158 – Rehabilitation of Shepard Broad Causeway Bridge # 85101) for additional Construction Inspection Services.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING CHANGE ORDER NUMBER 1 TO THE AGREEMENT WITH LAKES ENGINEERING FOR INSPECTION SERVICES ON THE SHEPARD BROAD CAUSEWAY BRIDGE REHABILITATION PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

10. **Consideration and Approval** of Resolution awarding a competitively bid contract to Kearns Construction Company, the lowest responsible, responsive bidder, in the amount of \$363,400.00, pursuant to RFP No. 5-1015-PW-0-2023/FVR-BHI Artificial Reef - Marine Park Construction, in accordance with Section 2-1.1 of the Procurement Ordinance; and approving Budget Amendment No. 1 for \$113,400.00 for the additional cost of the project.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AWARDING A COMPETITIVELY BID CONTRACT TO KEARNS CONSTRUCTION COMPANY, PURSUANT TO RFP NO. -5-1015-PW-0-2023/FVR BHI ARTIFICIAL REEF – MARINE PARK CONSTRUCTION; APPROVING BUDGET AMENDMENT NO. 1 TO FISCAL YEAR 2023/2024 BUDGET PROVIDING THE BALANCE OF FUNDS FOR THE PROJECT; PROVIDING INCORPORATION OF RECITALS, PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11. **Consideration and Approval** to terminate the Town Shuttle Bus services with Limousine of South Florida (LSF), add a Freebee On-Demand Vehicle through Beefree, LLC, and adopt Freebee's SSPP and SPP operating procedures.
12. **Consideration and Approval** of a Demolition Design Contract with Chen Moore and Associates in the amount of \$77,350.00, in order to continue with Phase II of Town Hall demolition. Enclosed are the demolition plans.
13. **Consideration and Approval** of a Resolution for the Fourth Extension of the Lease Agreement between Sunshine Gasoline Distributors, Inc. and the Town of Bay Harbor Islands to May 31, 2024, for operation of a motor fuel service station and convenience store at 1501 Broad Causeway, Bay Harbor Islands, Florida.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, PROVIDING FOR THE APPROVAL OF THE FOURTH 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.

14. **Ratification of Approval** of emergency authorization in accordance with Section 2-14.3 of the Town's Emergency Procurements provisions for the Shepard Broad Causeway Bridge. Further approving Change Order No. 2 to a contract between the Town and Engineering Control Systems, Corp. dated February 2, 2023 for an approximate amount of \$347,545.00, which includes \$22,651.00 for repair design and approximately \$324,894.00 for the additional construction work.
15. **Consideration and Approval** of the staff recommendation to select the alternative repair design for replacing the first and last span (Slabs 1 and 5) and rehabilitation of the remaining spans of the bridge that would cost approximately \$1,952,701.00 for repair of Shepard Broad Causeway West Relief Bridge (BC- 161 West Relief - North Miami - Bridge No. 875105 repair alternative).
16. **Consideration and Approval** of a resolution pursuant to FS 106.07(2)a(2) providing for electronic filing of campaign reports. Enclosed is a copy of the proposed resolution.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, PROVIDING FOR THE APPROVAL AND ADOPTION OF ELECTRONIC CAMPAIGN FINANCE FILING REQUIREMENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

17. **Consideration and Approval** of a Resolution authorizing the Town, and any individual Member of the Town Council, who chooses to do so, to participate as plaintiffs, in the lawsuit against the new Florida financial disclosure law (Form 6) being brought by the legal firm of Weiss Serota Helfman Cole +Bierman, PL. If approved, the Town and/or Council would join in a lawsuit over the new State law that requires local elected officials to Complete Form 6, a detailed Financial Disclosure Form. Sponsored by Council Member Robert Yaffe.

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING PARTICIPATION IN LITIGATION SEEKING A DECLARATION THAT THE PROVISIONS OF SECTION 112.144(1)(d), FLORIDA STATUTES, THAT REQUIRE MUNICIPAL ELECTED OFFICIALS TO FILE FORM 6 FINANCIAL

DISCLOSURE FORMS IS UNCONSTITUTIONAL AND INVALID; PROVIDING FOR INCORPORATION OF RECITALS AND AN EFFECTIVE DATE.

18. **Ratification** and **Approval** of emergency authorization in accordance with Section 2-18.3 of the Town's Emergency Procurement Provisions for the purchase of an emergency power generator for the Bay Harbor Islands Police Department in an amount not to exceed \$160,415.00. Sponsored by Council Member Stephanie Bruder.

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

ORDINANCES ON SECOND READING:

19. **Consideration** and **Approval** of an Ordinance on second reading amending Chapter 5 of the Town Code, entitled Buildings and Construction, by creating Section 5-26 to provide for Site Development Plan Exemption for Town Projects.

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 CHAPTER 5 BUILDINGS AND CONSTRUCTION, ARTICLE I, BY CREATING SECTION 5-26 ENTITLED "SITE DEVELOPMENT PLAN EXEMPTION FOR TOWN PROJECTS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING AN EFFECTIVE DATE.

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

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and asked for the Design Review Board to be involved so there could be a public hearing.

PUBLIC COMMENT CLOSED

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

20. **Consideration and Approval** of an Ordinance on second reading amending Section 5-6 of the Town Code to provide for appeal after payment of code violations. Sponsored by Council Member Robert Yaffe.

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

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and stated that there are citations on the agenda from three (3) years ago. She asked if the ordinance was to change the type of payments.

PUBLIC COMMENT CLOSED

Council Member Yaffe explained that the Ordinance allows somebody who worked on their house without the required permit and was issued a fine for the Town Code violation to obtain the permit, pay the fine for the violation, continue the work, and preserve the right to contest the fine at a later time.

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

21. **Consideration and Approval** of an Ordinance on second reading amending Sections 1- 2, 2-21, 18-24, 2- 1.1, 53/4-8, 23-16.1, and 18-25 of the Town Code defining "Publication" of Public Notice in order to provide a definition of and remove the requirement for newspaper publication.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING SECTION 1-2 DEFINING "PUBLICATION" OF PUBLIC NOTICE; AMENDING SECTION 2-21 "NOTICE OF PUBLIC HEARING"; SECTION 18-24 "NOTICE OF PROPERTY OWNER'S FAILURE TO CONVERT FACILITIES"; SECTION 2-1.1 "PROCUREMENT LIMITATIONS; COMPETITIVE BIDDING"; SECTION 5³/₄-8. "CONTENTS AND SERVICE OF NOTICE"; SECTION 23-16.1 "MORATORIUM"; AND SECTION 18-25 "CONVERSION OF FACILITIES OF THE TOWN CODE; LIEN; RECORDING; REDEMPTION"; AND SIMILAR ORDINANCES OF THE TOWN CODE; IN ORDER TO PROVIDE A DEFINITION OF PUBLICATION AND REMOVE

**THE REQUIREMENT FOR NEWSPAPER PUBLICATION,
PROVIDING FOR A REPEALER PROVISION,
SEVERABILITY CLAUSE, CODIFICATION,
INCORPORATION OF RECITALS AND AN EFFECTIVE
DATE.**

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

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and spoke about the lack of transparency and the newspaper not covering Bay Harbor.

PUBLIC COMMENT CLOSED

Vice Mayor Fuller explained that the company the Town uses to publish its notices no longer publishes newspapers. The publishing will be digital, and the Town is letting the residents know.

ACTION: Vice Mayor Fuller made a motion to approve the ordinance on second reading. Council Member Yaffe seconded the motion, and it passed unanimously on a poll vote.

22. **Consideration and Approval** of an Ordinance on second reading amending the Town Code of Ordinances by adding a section to be numbered 14-18, entitled "Hate Crimes". Sponsored by Council Members Isaac Salver and Stephanie Bruder.

**AN ORDINANCE OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
AMENDING THE TOWN CODE OF ORDINANCES BY
ADDING A SECTION TO BE NUMBERED 14-18,
ENTITLED "HATE CRIMES - CONSIDERATION OF
EVIDENCE OF PREJUDICE WHILE COMMITTING
OFFENSE"; PROVIDING FOR INCORPORATION OF
RECITALS; PROVIDING FOR SEVERABILITY;
PROVIDING FOR CODIFICATION; PROVIDING FOR
CONFLICT AND REPEALER; 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 explained the purpose of the Ordinance to assist the police in enforcing hate crimes. In the past, swastikas and other things were

within the community and there were no regulations to address them. The Code needs to be amended to provide the ability for enforcement.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and spoke about prejudice and hate crime in the Business District.

Eric Rappaport, 1211 97th Street, came forward and commended the Council for taking up the Ordinance on hate crime and asked that it be passed.

PUBLIC COMMENT CLOSED

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

ORDINANCES ON FIRST READING:

23. **Consideration and Approval** of an Ordinance on first reading amending Section 5 3/4- 16 of the Town Code of Ordinances to change the name of the Litigation Committee to Mitigation Committee. Sponsored by Council Member Robert Yaffe

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING SECTION 5 3/4-16 OF THE TOWN CODE RENAMING THE LITIGATION COMMITTEE TO THE "MITIGATION COMMITTEE"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR AN EFFECTIVE DATE.

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

Council Member Yaffe explained the purpose of the Ordinance to change the name of the Litigation Committee to Mitigation Committee, since the committee has nothing to do with litigation; it is the second step in the process. The Special Magistrate has the authority to mitigate fines up to 50%, and the person fined has the opportunity to ask the Litigation Committee to mitigate further; the committee does not litigate fines.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and commented that

the Mitigation Committee should be made up of outsiders, rather than Council Members, as there might be conflict of interest.

PUBLIC COMMENT CLOSED

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

24. ~~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 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 Fuller and Council Member Stephanie Bruder. Enclosed is the proposed ordinance.~~

~~AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S ZONING AND PLANNING CODE BY AMENDING SECTION 23-12 ENTITLED GENERAL PROVISIONS; AMENDING SECTION 23-12(26) RELATED TO OUTDOOR RECREATIONAL GAME COURT FACILITIES TO CLARIFY AND EXPAND THE TYPES OF GAME COURT FACILITIES ALLOWED AND TO MODIFY FENCING ALLOWANCES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.~~

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

25. **Consideration and Approval** of an Ordinance on first reading amending Sections 5-20 and 5-23 of the Town Code regarding the contents of preliminary site development plans. Sponsored by Council Member Teri D'Amico.

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 CHAPTER 5 ENTITLED

**BUILDINGS AND CONSTRUCTION, ARTICLE I,
SECTION 5-20 ENTITLED "CONTENTS OF
PRELIMINARY PLAN, PENALTY FOR
NONCOMPLIANCE", AND SECTION 5-23 ENTITLED
"TIME FOR SUBMITTING OF FINAL WORKING PLANS";
PROVIDING FOR SEVERABILITY; PROVIDING FOR
CODIFICATION; PROVIDING FOR CONFLICT AND
REPEALER; PROVIDING FOR INCORPORATION OF
RECITALS; AND PROVIDING AN EFFECTIVE DATE.**

Council Member D'Amico moved the item to the floor and Council Member Yaffe seconded the motion.

Council Member D'Amico explained the purpose of the Ordinance to require a checklist to ensure the correct information is submitted in the development drawings to the Building Department. She stated that she worked with Building Official Mike Mesa and Town Planner Michael Miller on the Ordinance, which gives more ability to the Town to request more information, if enough is not provided. New verbiage from FEMA was also added. The building official, the Town Planner, and the Town Attorney have all reviewed the Ordinance.

Vice Mayor Fuller mentioned that often times when development occurs, the property owners allow someone else to put the property under contract for the purpose of getting it entitled. He asked how this ordinance can be accomplished, while at the same time reducing some of the cost to the developers or persons asking for the entitlement. He did not have an issue with the basic elevations and general designs, but getting into the specifics like the proposed finished floor elevations was too detailed. The ordinance regulations as they were listed on the current draft are too invasive and can be too expensive for developers.

Council Member D'Amico responded that the information is basic knowledge; plus, information from other municipalities were looked at. It's a section through a building and they are not being told where to take the section from; it is to understand how the soil will be affected and to get a clear picture of the building to understand the relationship with the properties next door, which is one of the things that was lacking. It's saying the site plan cannot be the building itself, it has to include parking, certain walkways, and amenities. Given the fact of what happened with the workforce housing, there was no coversheet and no information. The Building Department needs to have the required information to make a judgement. Two different codes are being quoted for submittals to the DRC and DRB. A building section and an elevation showing the relationship are being requested; it would not cost the developers more money.

Vice Mayor Fuller requested to see the proposed checklist between now and the second reading of the Ordinance. He stated his intention to support the Ordinance with the checklist.

Council Member D'Amico stated that she will also include the checklists from other cities; the goal is to get a checklist for the Town.

Council Member Yaffe suggested that the Building Official, the Town Planner, and Council Member D'Amico work to create an acceptable checklist to accompany the proposed Ordinance for the Council's review.

Council Member D'Amico stated that the Ordinance has to be in place before there can be a checklist.

There was discussion that a checklist was not included in the agenda packet that was circulated.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and stated that the checklist being requested by Council Member D'Amico is very important. She recalled that a package was submitted to the DRB without the appropriate plans.

PUBLIC COMMENT CLOSED

ACTION: Council Member D'Amico made a motion to approve the Ordinance on first reading. Council Member Yaffe seconded the motion, with the condition that a proposed checklist for the Town and from other cities be provided prior to the second reading.

The motion passed unanimously on a poll vote.

DEFERRED ITEMS:

26. Approval of the following Council Meeting Minutes:
 - A. Special Council Meeting - March 14, 2023
 - B. Special Council Meeting - May 1, 2023
 - C. Regular Council Meeting - June 14, 2023
 - D. Special Council Meeting - June 28, 2023
 - E. Special Council Meeting - July 27, 2023
 - F. Regular Council Meeting - August 8, 2023
 - G. Special Council Meeting - August 21, 2023
 - H. First Budget Public Hearing - September 13, 2023
 - I. Regular Council Meeting - September 13, 2023
 - J. Final Budget Public Hearing - September 27, 2023
 - K. Special Council Meeting - September 27, 2023
 - L. Regular Council Meeting - October 11, 2023

Approval of the Minutes were deferred.

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

27. **Discussion and Possible** action regarding support of Miami Water Keeper organization through attendance at the March 5, 2024 event at the Rusty Pelican Panel regarding discussion with community leaders to talk about the South Florida's coral reefs and solutions to make the community more resilient.

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

Vice Mayor Fuller and Council Members D'Amico and Yaffe confirmed they would attend the event. The council unanimously voted to approve their attendance.

Council Member Bruder then asked for clarification on whether the Town would continue using the current vendor for next year's Art Festival or if a Request for Proposals (RFPs) would be issued. It was noted that a 45-day notice to the vendor is required, from February 4th, as the contract expires on March 19th. The contract will automatically renew unless notice is given to the vendor. It was suggested that the Town request a 10-day grace period from the vendor to avoid the need for a special Council meeting. Vice Mayor Fuller will contact the vendor to request the grace period so that this issue can be addressed at the March 20th Council Meeting.

Town Attorney Geller responded to repeated assertions made via email and at the meeting that the Council violated the Town Charter by approving Early Voting. He clarified that a code provision, not the Charter, previously prohibited Early Voting. The Charter does not address the matter, and it cannot be amended by a Council vote—amendments must go to the public for approval. The Council is within its rights to amend the Code, which it did, and this does not require a public vote. The Ordinance on Early Voting was properly adopted.

DISCUSSION ITEMS:

28. **Discussion on Construction Site Maintenance Before 9:00 a.m. Sponsored by Council Member Robert Yaffe.**

Council Member Yaffe shared that his neighbors have expressed concerns about construction workers gathering on streets as early as 7:00 a.m., sleeping in swale areas, and changing clothes in public spaces, despite the code stating that construction sites should operate between 9:00 a.m. and 6:00 p.m.

There was discussion about possibly creating an assembly area on 95th Street or in the Chevron parking lot until 8:30 a.m., after which workers could head to the job sites.

Other concerns included concrete being poured as early as 6:00 a.m., construction trucks arriving before and staying after hours, construction vehicles blocking streets, and workers staying on job sites after hours and on weekends. It was clarified that there is no designated parking for construction workers in Town, so they are bused from

Haulover or North Miami. Currently, there are no laws preventing construction workers from being dropped off on the sidewalk or in front of someone's house. Developers are required to identify their parking locations, but since the Town no longer offers rental parking, there is no available space.

One suggestion was to issue identification stickers for construction vehicles, and for code enforcement officers to be available from 7:30 a.m. to 6:00 p.m. It was agreed that an Ordinance would be submitted for the Council's first reading to prohibit construction workers from congregating on job sites before 8:30 a.m., with a fine of \$5,000 for violations and escalating fines for repeat offenders.

At this point, Council Member Salver joined the meeting via Zoom and expressed interest in reconsidering the vote regarding the Art Festival motion. Town Attorney Geller explained that to reconsider a vote, the request must come from a member of the prevailing side. Since Vice Mayor Fuller, Council Members D'Amico, and Yaffe were not interested in revisiting the motion, no further action would be taken. The Town Attorney clarified that the Council could call a special meeting if the vendor does not grant the 10-day extension. He also noted that Council Member Salver could join any meeting at any time.

Council Member Salver stated that he supported not renewing the contract. Town Manager Lasday will reach out to the vendor regarding the 10-day contract extension and inform the Council of the response, advising them on whether a special meeting is needed.

ADJOURNMENT:

There being no further business the meeting adjourned at 10:46 p.m.

Passed and adopted this 11th day of February, 2026.

ISAAC SALVER, MAYOR

ATTEST

**EVELYN HERBELLO, MMC
TOWN CLERK**



Town of Bay Harbor Islands

Town Council Organizational Meeting

MINUTES

April 10, 2024

7:00 PM

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

An Organizational Meeting of the Town Council was held on Wednesday, April 10, 2024, at 6:32 p.m. Upon roll call the following members responded:

Mayor Joshua Fuller

Vice Mayor Isaac Salver

Council Member Teri D'Amico

Council Member Eric Rappaport

Council Member Stephanie Bruder

Council Member Molly Diallo

Council Member Robert Yaffe

1. **Acceptance** of the Miami-Dade County Elections Department Certification of the April 2, 2024 General Election Results.

ACTION: Council Member Bruder made a motion to accept the Certification of the April 2, 2024, General Election. Council Member Yaffe seconded the motion, and it passed unanimously.

2. **Administration** of the Oath of Office to the newly elected Council Members by the Town Clerk.

Town Clerk Yvonne P. Hamilton administered the Oath of Office to newly elected Council Members Joshua D. Fuller and Eric Rappaport.

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

It was the consensus of the Town Council to donate their annual salaries to the Ruth K. Broad Eighth Grade Fund.

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

ACTION: Council Member Bruder made a motion to elect Joshua D. Fuller as Mayor. Council Member Yaffe seconded the motion, and all voted in favor.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and mentioned filing of certain complaints with the Miami-Dade Commission on Ethics on March 13, 2024.

PUBLIC COMMENT CLOSED

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

Council Member Robert Yaffe nominated Council Member Diallo for Vice Mayor, and Council Member D'Amico seconded the motion.

Council Member Eric Rappaport nominated Council Member Salver for Vice Mayor and Council Member Salver seconded the motion.

Mayor Fuller asked if there were any additional nominations; there were none. He then asked the nominees if they accepted their nominations. Council Member Diallo expressed that she would be happy to serve but was also fine with Council Member Salver taking the role. The vote was unanimous in favor of Council Member Salver as Vice Mayor, with no objections.

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

Town Clerk Yvonne P. Hamilton administered the Oath of Office to Mayor Joshua D. Fuller and Vice Mayor Isaac Salver.

7. **Consideration** and **Approval** of a Resolution appointing Yvonne P. Hamilton as Town Clerk.

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.

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

8. **Consideration** and **Approval** of a Resolution appointing Greenspoon Marder LLP as the Town Attorneys.

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

Town Attorney Geller pointed out a revision to the language of the Resolution to state that the law firm of Greenspoon Marder LLP was being appointed as the Town Attorneys.

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

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

Mayor Fuller administered the Oath of Office to Town Clerk Yvonne P. Hamilton and Town Attorney Joseph S. Geller.

- 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.

Vice Mayor Salver nominated Council Member Yaffe as the Director and Council Member Diallo as the Alternate Director. Council Member Bruder seconded the motion, and all voted in favor.

ADJOURNMENT:

There being no further business the meeting adjourned at 6:24 p.m.

Passed and adopted this 11th day of February 2026.

ISAAC SALVER, MAYOR

ATTEST

EVELYN HERBELLO, MMC
TOWN CLERK



Town of Bay Harbor Islands

Regular Town Council Meeting

MINUTES

April 10, 2024

7:00 PM

Community Center – 1175 95th Street

Bay Harbor Islands, FL 33154

A Regular Meeting of the Town Council was held on Wednesday, April 10, 2024, at 7:03 p.m. Upon roll call the following members responded:

Mayor Joshua Fuller

Vice Mayor Isaac Salver

Council Member Stephanie Bruder

Council Member Teri D'Amico

Council Member Molly Diallo

Council Member Eric Rappaport

Council Member Robert Yaffe

Florida House Representative Fabian Basabe and Sunny Isles Beach Mayor Larisa Svechin each extended their congratulations to Mayor Fuller and Council Member Rappaport on their election victories.

SPECIAL PRESENTATION:

Introduction of Police Officer Andrew Troncoso

Deputy Chief Blanchard introduced Officer Troncoso and Mayor Fuller administered the Law Enforcement Oath of Office to him.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

There were no requests for withdrawals, deferments, and future agenda items.

TOWN MANAGER'S REPORT:

Town Manager Lasday reported on the following:

- The Town Picnic is scheduled for April 14, 2024, from 1:00 pm to 5:00 pm.
- The Doggy Parade and Concert are scheduled for April 28, 2024.
- The Children's Trust Luncheon is scheduled for April 10, 2024.
- Appointments to the Design Review Board, Parks & Recreation Committee, and the Mitigation Committee will be on the June agenda.
- The Golden Beach Municipal Government Center inauguration event is scheduled for May 23, 2024.
- Introduction Lorraine Bell as the new Town Planner.
- The Town Council's Retreat is being planned by staff.

Mayor Fuller suggested the Council Members submit items for the Retreat agenda, which will determine how many days will be needed for the event.

- She invited the Council to recommend any additions to the onboarding procedures for newly elected officials that was included in the Town Manager's Report.
- She informed the Council that numerous meetings have been held to discuss the conceptual plans for the new Town Hall. Council Member Bruder will provide more information.
- A Bridge Public Workshop hearing is scheduled for June 24, 2024.

- The Broad Causeway Bridge change orders that were approved at the previous meeting are currently in progress, but additional concrete work will be needed. An emergency order to authorize new work will be on the May agenda for approval.

Council Member D'Amico stated that she liked the onboarding process the Town Manager suggested. She asked that the process for Council's approval to work on projects be discussed at the retreat.

Council Member Rappaport agreed there should be a concise onboarding platform.

It was the consensus of the Council that the onboarding process would be a good topic to discuss at the retreat.

COUNCIL REPORTS: Each Council Member will be afforded two (2) minutes to make their reports.

Council Member D'Amico discussed new requirements for condominium information to be listed online. She highlighted two state initiatives: SB 1029, a pilot program offering \$100,000 to condominiums for repairs, and SB 154, which mandates a structural integrity reserve study, allowing condominiums to better plan financially and providing \$175,000 in funding. She recommended that the Town publicize these new requirements on its website. D'Amico also promoted the upcoming bike rodeo and emphasized the need to educate the public about new scooter laws.

Council Member Bruder suggested that the Town notify Condominium Association Presidents in writing about the new regulations and funding opportunities, as their contact information is already registered with the Town. Mayor Fuller requested that the Town Attorney review the letter before it is sent.

Council Member Diallo congratulated Mayor Fuller and Vice Mayor Salver on their nominations and suggested the Council Retreat be held over two days. She also mentioned her upcoming attendance at the Junior League Advocacy Breakfast and the Children's Trust Luncheon.

Council Member Bruder expressed appreciation for Mr. Jacobi's management of the Children's Trust Program. She discussed her recent meeting with the PBA and the ongoing challenges in recruiting police officers, while praising the Town's department for attracting highly qualified candidates.

Council Member Rappaport thanked voters for electing him to serve another four-year term. He reported taking a boat tour to assess the condition of the Town bridges.

Council Member Yaffe also congratulated Mayor Fuller and Vice Mayor Salver and welcomed Council Member Rappaport to the Council. He acknowledged Alex Rangel and Kathleen Kennedy for participating in the recent election. He noted that the condominium legislation has not yet been signed by the Governor but is set to take effect on July 1st if signed. He also reported attending the Miami-Dade County League of Cities meeting, where he received the Home Rule Hero Award.

Vice Mayor Salver thanked the Council for his nomination and spoke about the importance of municipal advocacy, referencing the Home Rule Hero Award.

Mayor Fuller expressed gratitude to both the Council and the voters for their trust and support. He encouraged the community to participate in the upcoming Town Picnic and highlighted the Council's advocacy efforts in Tallahassee to ensure the Town's needs are understood and addressed.

State Representative Alina Garcia attended the meeting and congratulated the newly elected officials. Council Member D'Amico thanked her for meeting with constituents in Tallahassee to discuss bridge concerns. Garcia confirmed that grant funding had been approved for the bridge and expressed hope that the Governor would not veto it.

Council Member Bruder thanked House Representative Garcia for her strong advocacy on the Town's behalf, despite it being outside her district.

Council Member Diallo congratulated Council Member Rappaport on his election.

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; please fill it in and return it to the Town Clerk prior to the start of the meeting if you would like to speak during public comment.** Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.*

Orlando Epstein, 1101 99th Street, voiced concerns about the increasing use of scooters and mopeds. He reported frequent sightings of them on sidewalks and pedestrian walkways, often blocking traffic and carrying two or three riders—likely violating safety regulations. He also raised concerns about traffic congestion caused by ongoing construction on the Indian Creek Bridge. To help alleviate this, he suggested extending the Town's shuttle service and permitting left turns onto West Bay Harbor Drive.

Council Member Bruder recommended publishing updated safety guidelines in the Town newsletter, noting that a scooter awareness class had already taken place. She asked Chief Noel about the possibility of installing signage to prohibit motorized scooters on sidewalks.

Council Member D'Amico proposed addressing the issue at the upcoming retreat and stressed the importance of collaboration among the three neighboring municipalities to find a solution.

Council Member Rappaport shared that many seniors had raised concerns about scooters on sidewalks during his campaign, calling it a priority issue requiring resolution. He also emphasized the need for stronger enforcement and suggested educating the public that walking—not riding—across the bridge is required.

Mayor Fuller responded that the Town is in the process of phasing out its shuttle service and expanding the Freebee transportation program.

Town Attorney Geller informed the Council that Miami-Dade County is currently reviewing an Ordinance that may grant municipalities greater authority to regulate scooter usage. He mentioned that Key Biscayne has already enacted its own Ordinance.

Chief Noel advised waiting for the County's Ordinance before adopting a local version. He stated that riding scooters in tandem is likely already prohibited and proposed launching a public awareness campaign and posting signs in the interim. He also noted that the Town's Traffic Enforcement Officer would be attending an upcoming bike rodeo to educate youth about scooter laws.

Council Member Bruder supported the idea of a local Ordinance. However, Chief Noel cautioned that Sunny Isles Beach's Ordinance lacks enforceable provisions. He recommended that any new Ordinance include clear violations and helmet requirements, allowing for effective enforcement.

Council Member Yaffe noted that although road logos were installed years ago to raise awareness, they are largely overlooked by the public.

Frances Neuhut, 1060 Kane Concourse, criticized the town's election process and early voting procedures, claiming unfair treatment due to her ownership of multiple properties. She also objected to the Council's approval of Church by the Sea, arguing that the property should be subject to stricter regulations under the Town Code.

COMMITTEE REPORTS: There were no Committee Reports.

CONSENT AGENDA: Set for approximately 7:55 p.m. (*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. ~~Approval of the following Council Meeting Minutes:~~
 - A. ~~Regular Council Meeting – November 8, 2023~~

2. **Consideration and Approval** of a resolution authorizing a rate adjustment based on the 2023 Consumer Price Index (CPI) in accordance with the agreement between the Town and Coastal Waste & Recycling for solid waste collection services.

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 2023 CONSUMER PRICE INDEX (CPI), IN ACCORDANCE WITH THE AGREEMENT BETWEEN THE TOWN AND COASTAL WASTE & RECYCLING; PROVIDING FOR CODIFICATION OF THE FEES IN THE TOWN CODE, 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.

3. **Consideration and Approval** of a Resolution approving a 2023-2026 Collective Bargaining Agreement between the Town of Bay Harbor Islands, Florida and the South Florida Police Benevolent Association.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE POLICE BENEVOLENT ASSOCIATION (PBA) AND THE TOWN OF BAY HARBOR ISLANDS FOR THE TERM OF OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2026; SETTING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR POLICE OFFICERS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

4. **Consideration and Approval** of a Resolution authorizing the hiring of three (3) additional full-time personnel for the Police Department, a Compliance Manager and two (2) Public Service Aides, and budget amendment #3 to increase code enforcement action and efficiency. Sponsored by Council Members Stephanie Bruder, Joshua Fuller, and Robert Yaffe.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AUTHORIZING THE HIRING OF THREE (3) ADDITIONAL FULL-TIME PERSONNEL FOR THE POLICE DEPARTMENT, A COMPLIANCE MANAGER AND TWO (2) PUBLIC SERVICE AIDES; APPROVING BUDGET AMENDMENT NUMBER 3 TO TRANSFER FUNDS BETWEEN DEPARTMENTS TO COVER THE COST OF THESE POSITIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

5. **Consideration and Approval** of a Resolution approving a contract with South Florida Electrical Consultant for Electrical Contracting Services, under the Piggy-Back purchasing provisions, pursuant to section 2-1.2 (6).

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING A PIGGYBACK JOB ORDER CONSTRUCTION TASK CONTRACT BY THE CITY OF MIAMI BEACH AND SOUTH FLORIDA ELECTRICAL CONSULTANT FOR ELECTRICAL SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.

6. **Consideration and Approval** of a Resolution authorizing renewal of lease agreements with Quadient, Inc. for mailing equipment at a total cost of \$13,518.00 over a 36- month period.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING A LEASE RENEWAL AGREEMENTS WITH QUADIENT, INC. FOR MAILING SYSTEM EQUIPMENT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

7. **Consideration and Approval** of a Resolution approving Hazen and Sawyer among the list of engineers under RFQ-5-1004-23 - Request for Qualifications for Continuing Consulting Services Continuing Contract and approving the related contract in substantially in the form attached hereto.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AWARDED AND APPROVING AN ENGINEERING CONSULTING SERVICES CONTINUING CONTRACT FOR RFQ-5-1005-0-2023/FVR TO HAZEN AND SAWYER; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

ORDINANCES ON SECOND READING:

8. **Consideration and Approval** of an Ordinance on Second Reading amending Section 5-18 of the Town Code to include metal roof materials in the list of permitted roofing materials. 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 ALLOWABLE ROOFING MATERIALS IN THE TOWN; AMENDING CHAPTER 5 ENTITLED BUILDING AND CONSTRUCTION; AMENDING ARTICLE 1 ENTITLED IN GENERAL; AMENDING SECTION 5-18 ENTITLED REQUIRED MATERIALS IN ROOF AND MANSARD FASCIA CONSTRUCTION / APPROVAL OF DESIGN REVIEW BOARD TO MODIFY THE LIST OF ALLOWABLE ROOF MATERIALS; PROVIDING FOR INCORPORATION OF RECITALS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

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

Council Member Yaffe mentioned that the Design Review Board (DRB) brought this matter to the Council's attention. The Ordinance would add metal roofs as an additional material to the Code, without the need for DRB approval.

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

ORDINANCES ON FIRST READING:

9. **Consideration and Approval** of an Ordinance on First Reading pertaining to nuisances of construction activities, amending Section 12-26 of the Town Code regarding the arrival and departure of construction workers, vehicles, equipment, and materials on job sites. Sponsored by Council Member Robert Yaffe and 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 NUISANCES OF CONSTRUCTION ACTIVITIES; AMENDING ARTICLE II OF CHAPTER 12 ENTITLED NOISE; AMENDING SECTION 12-26 ENTITLED PERMISSIBLE HOURS FOR CONSTRUCTION ACTIVITY AND LANDSCAPING; AMENDING SECTION 12-27 ENTITLED PENALTIES; 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 explained that years ago, the Council moved the construction hours from 8:00 a.m. to 9:00 a.m. Workers now arrive at the construction sites between 7:00-7:30 a.m. in the mornings, hang around, get dressed and/or sleep on the swales, which he believes has an impact on the residents' privacy and quality of life. Under this Ordinance, the Town Manager may designate an area where workers are permitted to be before 9:00 a.m. He suggested the 95th Street Parking Lot. The Ordinance also permits the issuance of violations; the first violation is \$1,000 and the second is \$2,000, plus an eight (8) hour Stop Work Order.

Council Member D'Amico inquired as to whether the workers would be picked up at the job site or at the 95th Street Parking Lot at the end of the day. Council Members Bruder and Yaffe explained that the Police and Code Enforcement Departments will be able to monitor the workers in the 95th Street Parking Lot until 9:00 a.m. In the afternoons, they are free to depart from their job sites.

Vice Mayor Salver questioned Council Member Yaffe about the Stop Work Order verbiage. Council Member Yaffe explained that the construction sites don't adhere to the start and finish times. He believed that merely fining them would be ineffective, so he added a Stop Work Order verbiage to the second infraction. He hopes this will deter construction sites from breaking the rules of the Code. Vice Mayor Salver felt that workers' livelihoods would be impacted if a construction site was closed for a day or two, even though he conceptually agreed with the Ordinance.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, stated that she felt the Council was destroying her properties by designating the 95th Street Parking Lot as the gathering point for the workers. She complained about Church by the Sea, the trailer in their parking lot, and the lack of parking in the Town.

PUBLIC COMMENT CLOSED

Council Member Rappaport remarked that he supported the regulations since they would facilitate better traffic flow.

Council Member Yaffe expressed concern that on Wednesdays, which are gardener's day, most of them park on the street blocking the driver's view. He asked staff to monitor this issue closely and begin enforcing same.

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

10. **Consideration and Approval** of an Ordinance on first reading amending Section 5-5(f) and (k) of the Town Code regarding temporary construction fences. Sponsored by Council Member Stephanie Bruder.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 5 OF THE TOWN'S CODE OF ORDINANCES ENTITLED "BUILDING AND CONSTRUCTION" BY REVISING SECTION 5-5(f) and (k) PERTAINING TO "TEMPORARY CONSTRUCTION FENCES" 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 Council Member Diallo seconded the motion.

Council Member Bruder believed that the Town should mandate more elegant covering for the construction site rather than the green ones. The Town Manager had included three options in her report that could be applied to the construction sites. Council Member D'Amico suggested the design of the covering should be addressed by the Council and not by the Design Review Board. Council Member Rappaport commented that the Council will need to come up with a solution for existing projects, so that they do not incur additional costs, because the fences are expensive. He believed that the concept of the fences would improve the Town's and the streets' aesthetic appeal.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and stated that the Town Charter requires the Town to have a Planning & Zoning Board, and so far, the Council has exempted the Design Review Board from reviewing the Town Hall and Broad Causeway Bridge projects. She complained about the fences located by the bridge, and not being able to see behind the fences.

PUBLIC COMMENT CLOSED

ACTION: Council Member Bruder made a motion to approve the Ordinance on first reading. Council Member Diallo seconded the motion, and it passed unanimously on a poll vote.

DEFERRED ITEMS: There were no deferred items.

TOWN MANAGER ITEMS:

11. **Consideration and Approval** of the 2024/2025 Budget Preparation Calendar.

ACTION: Council Member Yaffe made a motion to accept the Budget Preparation Calendar. Council Member Bruder seconded the motion, and it passed unanimously on a voice vote.

12. **Consideration and Approval** of a request by Bal Bay Inn LLC, owner of the Landon Towners located at 9660 East Bay Harbor Drive, for certain easements and renewal of the parking lease for parking along a portion of the Town's right-of-way along the south side of 97th Street abutting the property. Sponsored by Council Member Stephanie Bruder.

Council Member Bruder explained that the item was already approved by the Design Review Board, and the matter today was to address easements until the Parking Garage is built. To facilitate access from their land to Block 11, they would be building a sidewalk. The owner needs to add a sidewalk to facilitate garbage collection. She spoke with the Chief of Police who is fine with the traffic flow.

Council Member Bruder made a motion to grant the easements and renewal of the parking lease for parking along the portion of the Town's right-of-way, and Council Member Yaffe seconded the motion.

Matt Amster of Bercow Radell Fernandez Larking & Tapanes, 200 S. Biscayne Blvd, Miami, Florida representing the Applicant came forward and presented Richard and Ronald Finvarb, the owners. He provided a brief history of the purchase of the hotel. He explained the need for the easements, and the enhancements they are making to the property.

Mayor Fuller noted that they are being cautious with Block 11, which serves as their delivery area. He expressed concern about the possibility of a wall obstructing access when the Town renovates Block 11 but acknowledged that building on their side of the property could resolve this issue. While he supports their requests, he emphasized that the easement should be conditional, subject to any requirements imposed by a governmental entity as Block 11 is developed.

Council Member Bruder clarified that the Applicant's property will be much farther out for garbage pickup, when the alley on Block 11 is moved over a little; they have decided to construct a walkway to make garbage pickup easier.

Vice Mayor Salver asked if their land will be used for this sidewalk. Council Member Bruder confirmed.

Mayor Fuller stated that the only issue is when the Town is building Block 11, there's a right up to now of where they would have those service vehicles. They won't be allowed to have those service vehicles anymore. Rather than them having to reconstruct the hotel, which is impractical, they are creating a walkway on the side of their own property. The Town will take the whole 20 feet when Block 11 is built, which would allow them to continue using it as a functioning hotel, while not interrupting the Town's ability to be able to build Block 11.

Vice Mayor Salver asked whether the Town could use the drafted agreement as leverage to reverse or sunset the project, in order to prevent future owners—should the hotel be sold—from building to the maximum allowed height or engaging in bait-and-switch tactics. Town Attorney Geller responded that, because mutual easements had been discussed, any changes to the agreement would likely be considered a violation.

Council Member D'Amico stated that a site plan is an official legal document. She asked what was updated because the one that was given didn't show what was on the other side of the alley. She stated that she likes the modifications they are making to the hotel, but she also needs to be able to respond to residents when questioned about it.

Council Member Yaffe commented that the request was presented to the Design Review Board ("DRB") and approved at that time. There has been a lapse of time; the applicant is approaching the Council to resume their project, which includes obtaining these easements. The Town's official records include renderings and site plans from the time the request was approved by the DRB.

Mr. Amster explained that the precise area that will be recorded with the easement is described in both a formal sketch and a legal description of the easements. As far as connectivity, they can only address what they are adjacent to, and they will be building out the roadway with a permit from the Town. In addition to a parking lease that needs to be renewed, there are three easements.

Mayor Fuller amended the motion to include that the easements are subject to any requirements by any governmental entity. Council Member Bruder seconded the motion, and all voted in favor.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and voiced her displeasure with the Town providing Church by the Sea easements and the lack of parking. She thought the Town ought to impose a moratorium. She believed there was discrimination because she had been turned down for easements when she had requested them.

PUBLIC COMMENT CLOSED

ACTION: Mayor Fuller made a motion to grant the easements subject to any requirements by any governmental entity and renewal of the parking lease for parking along the portion of the Town's right-of-way. Council Member Bruder seconded the motion, and it passed unanimously on a poll vote.

13. **Consideration and Approval** of a Parking Trust Payment Agreement with Alan Cohen Trust & 1025 Kane Concourse, Ltd. for payment of a fee to the Town's Parking Trust for a portion of the required parking spaces for the development to be located at 1025 Kane Concourse, in lieu of the Developer providing all of the project's required on-site parking spaces, pursuant to Section 23-29.1 of the Town Code.

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

Council Member Yaffe stated that the Town will be building a new parking garage in conjunction with a new Town Hall. The item being discussed is a very minor issue because it's for a limited number of parking spaces; significant revenue will go into the Town's Parking Trust.

Mayor Fuller stated that one of the issues in dealing with Block 11 is that delivery trucks will not be allowed to stop in the alley, which means anybody building or building additional parking behind the alley, as the Town gives back the property, are going to be required to build a drop-off place within the new garage. They will not have the ability to leave their trucks in the alley. The trucks will have to be on their own property. The design does not show that or a pull over spot for delivery; the plans do not provide a solution to the delivery trucks issue.

Matt Amster, Bercow Radell Fernandez Larking & Tapanes, 200 S. Biscayne Blvd., Miami, Florida representing the Applicant, suggested using 23 ft of their own drive isle behind tandem parking spaces for temporary loading. He stated that he doesn't expect a lot of deliveries or trash collection due to the property's office space and retail bays. He suggested using the 23 ft space south before the first tandem parking space as a drop off loading zone or trash pickup.

Mayor Fuller expressed concern that the drop off area was not more pronounced on the architectural design. Mr. Amster pointed out that the information is located on page A-

1.0 and confirmed the space is within their property line.

Town Planner Michael Miller came forward and explained that the Town approved the site plan for a project that has been under review for a couple of years. The project includes a large, paved area on the north side of the building, which will eventually become a throughway. Eventually, when driving down the corridor behind the buildings, people will be driving on private property. The road Mr. Amster described is south of the Town's alley. The property has 19 spaces, 18 tandem, and one ADA space. Mr. Amster is proposing they could stop on their property to avoid obstructing the through traffic on the alley.

Council Member D'Amico asked where food delivery will be made in the future after the alley is reclaimed. Mr. Miller highlighted the different approaches where people may come after hours to make deliveries. Council Member D'Amico stated that a shared delivery point could benefit everyone, even if it's a small spot with few businesses. She requested a study be done on this matter as well.

Council Member Bruder explained that the alley currently operates with trucks stopping and delivering items. When shifting, they will have their own area for delivery. Council Member D'Amico disagreed; she didn't want each building to do this so as not to disrupt the flow of traffic. Council Member Bruder stated the individuals will need to create their own space for cars and trucks to deliver, and no deliveries will be allowed in the front or on Kane Concourse. She suggested that an Ordinance be created prohibiting deliveries in the front of the business or on Kane Concourse.

Mayor Fuller voiced concern about delivery trucks possibly pulling out and obstructing Block 11. He asked to see a plan that would provide more detail on how they intend to manage delivery trucks without causing traffic jams or compromising the Town's long-term plans for Block 11.

Council Member Bruder expressed her preference to not have their drop-offs remain on the Town's land because the Town requires every parking space available. She expressed worry that the Town would lose 20 parking spaces and believed that one spot would be too costly to lose. There is enough space for the property owners to have separate areas for deliveries because the Town is moving to Block 11.

Mr. Miller explained that the building's footprint will remain unchanged, but the second floor will feature a cover over the tandem parking with columns, and the 23-foot driveway would be on their property.

Council Member Bruder suggested the Town mandate trucks to deliver to their property and not block Block 11. If the second floor isn't high enough for trucks, they can't deliver on their own property.

Council Member Yaffe believed the proposal would not impact traffic in the alley, provided that delivery trucks park on the business's property and there is sufficient space to do so without blocking the alley. However, Council Member Bruder disagreed, noting that there is no guarantee the alley won't be used for deliveries. She requested that deliveries be required to take place on the business's property.

Council Member Salver asked the Applicant, Mr. Sklar, to provide some comments since he will be directly affected by the Council's decision.

Ari Sklar, Sklar Architecture, 2310 Hollywood Blvd, Ft. Lauderdale, Florida came forward and explained that the project has been going on because Block 11 doesn't have an alley, which will hopefully be restored eventually. The goal of the building's design is to have lots of parking spaces near the structure without having too many columns. Cantilever over columns is intended for tandem parking with parking on both sides facing the building and the alley, and an entry point from the alley. Upcoming projects include enhancing the client's property and designing truck parking. One possible solution is finding parking spots and striping them with "delivery only" signage.

Mayor Fuller disagreed because initially they proposed a tandem setup, but they now plan to have a side-pull setup. Mr. Sklar disagreed by stating the trucks will be able to drive into the property. Mayor Fuller stated that the only way they are fitting the trucks right now is by having the tandem parking. And as Mr. Sklar stated, they would potentially remove that and the parking in the future will be the same. Mr. Sklar responded that the spaces remain unchanged, with a 23ft gap between them, despite the cars being on one side or the other.

Council Member D'Amico requested additional plans that show more drawings. Mr. Sklar responded that the Applicant is seeking a quick building permit for a successful business in the Town. He would appreciate knowing what the Council wants them to show if necessary. Council Member Bruder requested information regarding delivery truck locations and traffic patterns on the property. She would prefer to see a traffic flow and was concerned about the necessity for trucks to back up and out. She opposed the plan and believed the properties ought to be put to better use for the Town.

Mr. Amster emphasized the Town's authority in determining access rights and suggested collaboration to ensure adequate access to a property after relocating an alley. He stressed the importance of working together to establish the entrance location for parking and delivery purposes, expressing a desire to prevent complications that might necessitate revisiting the issue.

Town Attorney Geller stated the importance of maintaining clarity regarding the rules surrounding the reclaimed alley. He wanted to ensure that everyone understands that while access to the alley is allowed, certain actions, such as parking or obstructing it, are strictly prohibited. He highlighted the importance of keeping the alley open for its intended purpose, which is likely for ease of passage and utility access. He added that any vehicle, be it a delivery truck or otherwise, that blocks access to the alley will be considered parked illegally and subject to penalties. These penalties may include being ticketed or even towing away vehicles, underscoring the seriousness of the matter. He stressed that any inconvenience caused by delivery trucks taking up parking space is a problem for the property owner to solve, not the Town.

Mayor Fuller stated the problem is that they want fewer parking spaces on their property, and this could work, but the Council needs to see on the plans where UPS and FedEx delivery trucks will park so they don't obstruct Block 11.

Mr. Sklar asked which trucks he was referring to.

Mayor Fuller stated that he was referring to certain delivery trucks like UPS and FedEx. He wanted to make sure that Block 11 is unobstructed; the ingress and egress to their property have to be better defined.

Mr. Sklar commented on determining the ingress and egress of trucks into the property.

Council Member D'Amico expressed concern on the cantilevers. Mr. Sklar explained that they collaborated with a skilled structural engineer to ensure columns are located within the first parking, not in the tandem ones, as they anticipate future alley restoration. The goal is to provide flexibility to offer alternative parking options in the future, without obstructing the structure.

Mayor Fuller disagreed.

Mr. Amster replied that the 23ft drive lane may be the location for drop-offs or temporary parking, as there is no requirement to provide a drop-off service.

Mr. Sklar stated that he is willing to draw whatever the Council wants but needs clear direction. He wanted to know if the Town had a workshop about Block 11. He believed that the alley was not encumbered.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and stated that the Town has fiduciary obligation to the people of the town. She complained about the lack of parking and developers using the Town's parking spaces. She stated that the Town has destroyed the Business District.

PUBLIC COMMENT CLOSED

Mr. Amster requested a deferral, and the item was deferred without objection.

Discussion and Possible action regarding attendance to the Miami-Dade County League of Cities 70th Annual Gala.

The Council briefly discussed attendance for the event.

ACTION: Vice Mayor Salver made a motion to contribute the bronze sponsorship. Council Member Yaffe seconded the motion, and it passed unanimously.

14. **Discussion and Possible** action regarding attendance to this year's Law Enforcement Awards Gala. Staff is seeking a directive on the purchase of 20 tickets. The cost is \$175 per person. The total amount in the adopted budget is \$3,500.

The Mayor proposed the purchase of 20 tickets. More tickers can be purchased if additional officers and Council Members want to attend.

It was the consensus of the Council to purchase 20 tickets.

DISCUSSION ITEMS: There were no discussion items.

ADJOURNMENT:

There being no further business the meeting adjourned at 9:05 p.m.

Passed and adopted this 11th day of February 2026.

ISAAC SALVER, MAYOR

ATTEST

**EVELYN HERBELLO, MMC
TOWN CLERK**



Town of Bay Harbor Islands

Local Planning Agency Meeting MINUTES

January 14, 2026

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 6:05 p.m.

Pledge of Allegiance

The pledge of allegiance was presented by Eleanor Goro, a student from Ruth K. Broad K-8 Center.

Roll Call of Members

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

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

Also Present: Town Manager Lindsley Noel and Town Attorney Ahmand Johnson.

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 require 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:

Fran Neuhut spoke regarding the process of conducting meetings and spoke regarding the Florida statutes and how it relates to the Comprehensive Plan.

Ordinances on First Reading:

1. An ordinance for first reading to include the Property Rights Element and Update the Infrastructure Element to include sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge as a new subsection in the Comprehensive Plan. Sponsored by Town Manager Lindsley Noel

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S COMPREHENSIVE PLAN TO CREATE A PROPERTY RIGHTS ELEMENT AND UPDATE THE INFRASTRUCTURE ELEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; 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.

Town Planner Belle presented an update to the Town's Comprehensive Plan to add a required Property Rights Element and to update the existing Infrastructure Element. The Property Rights Element is required by Florida Statute pursuant to House Bill 59 (2021), which mandates that all local governments adopt a property rights element when amending their comprehensive plans after July 1, 2021. This element is the only new element being added to the Comprehensive Plan. It outlines key property owner rights to be considered in local decision-making, including the rights to propose, possess, and control property (including easements and leases); to use, develop, and improve property within legal limits; to privacy and exclusion of others; and to dispose of property through sale or gift. The Infrastructure Element update is not a new requirement. Currently, infrastructure is addressed through multiple elements, including sanitary sewer, solid waste, drainage, potable water, and natural groundwater. The proposed amendment consolidates these existing components into a single Infrastructure Element with appropriate subsections. This change amends Section 23-56 of the Town Code, which governs the Comprehensive Plan. She stated that the Comprehensive Plan currently consists of 11 elements. This presentation focused

only on the Property Rights Element and the Infrastructure Element, with no changes proposed to the remaining elements.

Board Member D'Amico wanted clarification if this item is to allow the Town to move forward with the requirements of the comprehensive plan.

Town Planner Belle stated yes.

A motion was made by Board Member Rappaport to approve the ordinance on first reading, seconded by Board Member Yaffe. The motion carried with 7-0 vote.

2. Local Planning Agency Review and Approval of the Evaluation and Appraisal Report (EAR) Matrix and Authorization to Transmit to State and Regional Agencies for Compliance Review. Sponsored by Town Manager Lindsley Noel.

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, LOCAL PLANNING AGENCY; RECOMMENDING THE CREATION OF A PRIVATE RIGHTS ELEMENT TO THE TOWN'S COMPREHENSIVE PLAN; RECOMMENDING AMENDING SECTION 23-56 OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES TO RECOGNIZE A PROPERTY RIGHTS ELEMENT AND TO MAKE OTHER CHANGES REQUIRED BY STATE LAW; RECOMMENDING THE TRANSMISSION OF THE PRIVATE RIGHTS ELEMENT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND OTHER REQUIRED REVIEW AGENCIES; 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.

Town Planner Belle noted that this project is largely the same effort presented approximately two months ago and is part of the Town's required seven-year Comprehensive Plan update, as well as updates required by changes in Florida State Statutes. Work on this effort began in early 2024, with staff reviewing each element of the Comprehensive Plan to determine necessary amendments to ensure statutory compliance and to clarify the overall purpose of the plan. Pursuant to Florida Statute 163.1319, the Comprehensive Plan update establishes a new planning horizon year of 2050 and addresses monitoring challenges identified in the statute. The Comprehensive Plan serves as the Town's long-range planning document and vision and currently consists of 11 elements. She explained that a review matrix was developed to evaluate each element against current state statute requirements. The matrix identifies required updates, major issues, population projections, and necessary revisions to goals, objectives, and

policies. Future updates will primarily focus on core elements such as the Future Land Use Map, Transportation, and Housing, with particular attention to new development activity and related planning considerations. The overall process includes identifying statutory changes, reviewing the current Comprehensive Plan, and developing recommended updates. The outlined steps include review by the Local Planning Agency (LPA), followed by review and action by the Town Council, and subsequent transmission to the Florida Department of Economic Opportunity (DEO).

Town Planner Belle outlined the next steps as follows:

1. Completion of the Comprehensive Plan review (completed).
2. Current review by the Local Planning Agency.
3. Town Council consideration and adoption of a resolution.
4. Transmission of the plan amendments to the State within 14 days of approval.

She stated that upon state review and confirmation that all statutory requirements have been addressed, staff will proceed with updating the Comprehensive Plan. The updated plan will then return to the Local Planning Agency and subsequently to the Town Council for final review and adoption.

A motion was made by Board Member Yaffe to approve the resolution, seconded by Vice Chair Bruder. The motion carried with 7-0 vote.

Chair Salver commented that the Comprehensive Plan update represents a significant long-range planning effort, noting concerns about the impact of recent state legislation on local planning authority. He stated that state-imposed legislation has created uncertainty over the effectiveness of local comprehensive planning and questioned whether many of the proposed Comprehensive Plan updates could ultimately be superseded or preempted by future state statutes. He asked whether it is correct to assume that much of the work being done on the Comprehensive Plan could be overridden by state law.

Town Planner Belle stated that yes, with the live local. She stated that she attended a workshop in November and referenced discussions regarding maximum building height. She noted that if a local government elects to opt in, development would be required to remain within the Town's established maximum height limit of 75 feet, and such projects would be subject to the same review process as other developments within the Town.

Chair Salver referenced recent state legislation, noting that, as he understood it, the Senate had made limited modifications affecting local governments. He stated that he had not reviewed the bill in detail and was uncertain of the specific provisions.

Adjournment:

There being no further business to discuss before the Local Planning Agency, a motion was made by Chair Salver seconded by Vice Chair Bruder to adjourn the meeting at 6:23 p.m.

Accepted this _____ day of _____, 2026.

Isaac Salver
Mayor

ATTEST

Evelyn Herbello, MMC
Town Clerk



Town of Bay Harbor Islands

**Regular Town Council Meeting
MINUTES**

January 14, 2026

**7:00 PM or immediately following the Local Planning Agency Meeting scheduled
for 6:00 p.m.**

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

Opening

Call to Order

Mayor Salver called the meeting to order at 6:35 p.m.

Pledge of Allegiance

Not done at this time.

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.

Also Present: Town Manager Lindsley Noel and Town Attorney Ahmand Johnson.

Special Presentations:

Requests for Withdrawals, Deferments and Future Agenda Items:

Vice Mayor Bruder requested item 10 (Consideration and Approval of a Resolution for the Eleventh Extension of the Lease Agreement between Sunshine Gasoline Distributors, Inc. and the Town of Bay Harbor Islands to April 30, 2026, for operation of a motor fuel service station and convenience store at 1501 Broad Causeway, Bay Harbor Islands, Florida) to be pulled from consent.

Council Member Fuller requested item 8 (Consideration and Approval of a resolution approving the renewal and implementation of a Mutual Aid Agreement and Joint Declaration between the Town of Bay Harbor Islands Police Department and the Town of Surfside Police Department for shared law enforcement services) to be pulled from consent.

Council Member D'Amico requested item 8 (Consideration and Approval of a resolution approving the renewal and implementation of a Mutual Aid Agreement and Joint Declaration between the Town of Bay Harbor Islands Police Department and the Town of Surfside Police Department for shared law enforcement services) and 10 (Consideration and Approval of a Resolution for the Eleventh Extension of the Lease Agreement between Sunshine Gasoline Distributors, Inc. and the Town of Bay Harbor Islands to April 30, 2026 for operation of a motor fuel service station and convenience store at 1501 Broad Causeway, Bay Harbor Islands, Florida) to be pulled from consent.

Council Member Rappaport requested item 8 (Consideration and Approval of a resolution approving the renewal and implementation of a Mutual Aid Agreement and Joint Declaration between the Town of Bay Harbor Islands Police Department and the Town of Surfside Police Department for shared law enforcement services) to be pulled from consent.

Mayor Salver requested item 3 (Consideration and approval of a resolution renewing an agreement between the Town of Bay Harbor Islands and David Caserta Government Relations, Inc. for consulting services related to government relations efforts at the State level) and 7 (Discuss and consider a Change Order in favor of Kimley Horn and Associates (KHA) and provide Construction and Inspection (CEI) services in the amount of \$44,580.00, associated with the replacement of Ejector Station A with submersible pumps) to be pulled from consent.

Vice Mayor Bruder asked for the next council meeting to bring forward a mechanism allowing the Town, Police Department, or other departments to access emergency funds to assist residents in crisis situations. It was suggested that a designated fund or expedited process be established, allowing access to up to \$5,000 to help families in need during emergencies. The discussion noted that assistance from organizations such as the Red Cross is often unavailable unless a large number of individuals are impacted, leaving a gap in support for smaller-scale emergencies affecting individual families.

Town Manager's Report:

Town Manager Noel shared several updates and highlighted upcoming events. A Seniors Bingo Night will be held on January 15 at 6:00 p.m. at the Community Center. The Town will host its Arts Festival on January 18 and 19 along Kane Concourse, and the Town's annual 5K Run is scheduled for February 22. He also reported that the Town recently held its Strategic Plan and Capital Improvement Retreat, during which staff presented

current and proposed projects and reviewed the Town's five strategic goals. He announced several new hires and welcomed the newest members of the Town team, noting they will be formally introduced at the next Council meeting. New personnel include Police Officers Braxton McClams and Richard Jones; Public Service Aide Gabriel Monteagudo; Town Electrician William Hernandez; and Crossing Guards Selena De Lima, Ruben Ramirez, and Luis Espinosa. Finally, he recognized the Police Department for its professionalism and coordination during the recent visit of dignitaries, including the Prime Minister of Israel, and thanked the Chief and staff for their efforts in working with the U.S. Secret Service and local and state law enforcement agencies.

Council Reports:

Council Member D'Amico raised questions regarding public notification of the election date change to April 14, including whether residents will be formally notified of the new election date and the deadline for submitting absentee ballot requests. She stated that concern was expressed that voters who are accustomed to the traditional election schedule may be unaware of the change and could be impacted due to travel plans. She stated the importance of clearly notifying residents of the revised election date and related absentee ballot deadlines was emphasized to ensure voters have adequate notice and opportunity to participate.

Town Clerk Herbello responded to Council Member D'Amico and advised her that the change in the election date was approved by the Council due to a religious holiday, as permitted under the Town Code. The revised election date of April 14 has already been properly advertised and posted on the Town's website. It was further explained that the Town now advertises through Miami-Dade County rather than the Miami Herald, resulting in significant cost savings. The advertisement is accessible via a link on the Town's website, where residents can view the official notice and related election information.

Council Member D'Amico requested for advertisement of elections along with deadline dates for registering to vote and vote by mail along with the election date to be put on the newsletter and place a banner with the information on our website after the art festival. She also requested to contact the League of Women Voters to hold a meet the candidate and get date and time.

Council Member Yaffe suggested that, once the Arts Festival concludes, the Town update the website's main banner to prominently display information regarding the upcoming Town election, including the election date and relevant deadlines. The goal is to ensure election information is front and center on the website and easily visible to residents.

Council Member Rappaport asked when the Town would be starting to advertise for the election in the Town's newsletter.

Town Manager Noel stated that the Town typically updates the website to include candidate photographs and biographies in March, consistent with past practice, and

confirmed that this is when election-related website content is usually prominently displayed.

Council Member Rappaport suggested also placing it in the February newsletter.

Council Member Yaffe provided his report. He extended holiday greetings to those present and expressed appreciation for the recent Town retreat, noting it was helpful and provided valuable information from department heads and staff. He expressed support for continuing the retreat in the future. He stated that he is looking forward to upcoming Arts Festival, with hopes for good weather, and for attending the Hurricanes game following the event.

Council Member Fuller encouraged residents to invite friends and family to attend the Arts Festival and expressed anticipation for a successful and celebratory weekend. Additionally, he reported attending the Florida League of Cities Conference and the National League of Cities Conference since the last meeting and thanked staff for their efforts and coordination.

Council Member Rappaport welcomed everyone back for the Town's winter session and commended Town staff for the successful events held over the past several months, including Snow Day, the Dog Parade, and the Menorah celebration. He expressed hope that everyone had a pleasant holiday season. Additionally, recognition was given to the Police Department for recent promotions and retirements, appreciation was expressed for the Department's continued efforts, and new officers were welcomed.

Council Member Diallo wished everyone a Happy New Year and shared that they attended the swearing-in ceremony for Brian Calvo, the newly elected Mayor of Hialeah, noting it was inspiring to see someone so young assume office. The Council Member thanked Town staff for organizing recent events, including the retreat, and expressed appreciation for staff participation in the "Careers in Municipal Government" panel at Reeds Abroad, highlighting the event's positive reception and strong engagement on Instagram. The Council Member also welcomed the Town's new officers and the addition of the Police Department's dog, Ginger.

Vice Mayor Bruder extended New Year greetings and recognized the Police Department and Building Official for assisting two families recently displaced from their homes, noting that staff personally funded hotel accommodations for the night. She emphasized the families' urgent needs, including a family of six and a single mom, and requested Council direction for the Town Manager to provide emergency assistance of up to \$5,000 to help with temporary housing, clothing, deposits, or other immediate needs. Additionally, she shared a community update, noting the opening of a new bank in Town praising its staff for being accommodating and engaged with the community, and encouraged residents to visit and support the business.

Mayor Salver thanked Town staff for organizing the recent retreat, highlighting the attention to detail in the setup, signage, and artwork. They noted that the retreat provided important updates on capital projects, including the sewer system and bridge improvements, and praised the lively and constructive discussion that took place among Council members and staff. He also recognized the Police Department for their role in safety, security, and traffic management during a recent event attended by the Israeli delegation, including Prime Minister Netanyahu and Cabinet members, expressing appreciation for the professionalism and coordination demonstrated by the Department.

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:

Frances Neuhut expressed concern regarding challenges in the Town's business district, noting the high number of vacancies and nonconforming uses that negatively impact the area. She highlighted issues with signage regulations, describing inconsistencies in enforcement that have caused difficulties for businesses, including differing requirements for restaurants and retail establishments. She emphasized that current signage standards make it difficult for businesses to be visible and competitive. She raised concerns about improper or unattractive storefronts, including covered windows, curtains, or unused spaces, which contribute to a neglected appearance in the district.

Dave Sanchez discussed recent community meetings for development projects, including one for 9400 West Bay Harbor Drive, which they attended via Zoom. He expressed concern that some meetings resemble real estate marketing rather than genuine community engagement. He suggested that meetings be hosted within the Town, such as at the Community Center, and proposed using focused discussion points (e.g., parking, landscaping, building colors) to facilitate meaningful dialogue with residents. He requested an update on grant funding for the bridge, noting that an announcement was expected earlier in the week, but no information has been received. He raised concerns about a neighboring building with longstanding roof leaks and maintenance issues, questioning whether the Town has regulations or measures in place to protect the community from potential structural hazards, water damage, or safety risks. He inquired

about a special meeting scheduled at 5:45 p.m. regarding a state bill filed by State Representative Basabe concerning the Town's involvement with the Coconut Grove Playhouse. The meeting was canceled due to lack of quorum, and he requested clarification on the purpose of the meeting and the level of communication with the Town.

Kathleen Kennedy expressed frustration with unsolicited outreach from developers or realtors attempting to sell apartments, noting that residents have their own arrangements. She inquired about the removal schedule for the menorah display. She expressed enthusiasm for the event and thanked staff for their work engaging with local clients along Kane Concourse. She raised concerns about the cleanliness of the streets, noting that some areas are untidy and affecting the perception of the Town for visitors and potential clients. Requested attention to street cleaning and general upkeep. She commented on recent changes to building exterior colors and emphasized the desire for variation rather than uniform colors, referencing past standards. She stated the need for additional community facilities, such as a gym and pool, and acknowledged support for programs that allow seniors to participate in activities outside the Town. She concluded by acknowledging the overall dedication of Town staff and leadership, emphasizing the importance of teamwork while encouraging ongoing improvements in community upkeep and amenities.

Council Member Yaffe addressed the comments made by the public speakers and stated that some previously cited properties have addressed interior code violations and painted boarded-up windows white. They questioned why boards remain in place, observing that while the painting improves the appearance, the boards were not installed correctly. The Council Member acknowledged that the current condition is less of an eyesore than before but indicated that proper correction is still needed.

Minutes:

1. Approval of Minutes for the following meeting dates: November 12, 2025 Special Town Council Meeting Minutes and November 12, 2025 Regular Town Council Meeting Minutes.

A motion was made by Vice Mayor Bruder to approve the minutes for the following meeting date November 12, 2025 Special Town Council Meeting Minutes, seconded by Council Member D'Amico. The motion carried with a 7-0 vote

2. Approval of Minutes for the following meeting date: November 12, 2025 Regular Town Council Meeting Minutes

A motion was made by Council Member Rappaport to approve the minutes for the following meeting date November 12, 2025 Regular Town Council Meeting Minutes as amended, seconded by Vice Mayor Bruder. The motion carried with a 7-0 vote.

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 pulled items 3 (Consideration and approval of a resolution renewing an agreement between the Town of Bay Harbor Islands and David Caserta Government Relations, Inc. for consulting services related to government relations efforts at the State level), 7 (Discuss and consider a Change Order in favor of Kimley Horn and Associates (KHA) and provide Construction and Inspection (CEI) services in the amount of \$44,580.00, associated with the replacement of Ejector Station A with submersible pumps), item 8 (Consideration and Approval of a resolution approving the renewal and implementation of a Mutual Aid Agreement and Joint Declaration between the Town of Bay Harbor Islands Police Department and the Town of Surfside Police Department for shared law enforcement services) and 10 (Consideration and Approval of a Resolution for the Eleventh Extension of the Lease Agreement between Sunshine Gasoline Distributors, Inc. and the Town of Bay Harbor Islands to April 30, 2026 for operation of a motor fuel service station and convenience store at 1501 Broad Causeway, Bay Harbor Islands, Florida) seconded by Vice Mayor Bruder. The motion carried with a 7-0 vote.

3. Consideration and approval of a resolution renewing an agreement between the Town of Bay Harbor Islands and David Caserta Government Relations, Inc. for consulting services related to government relations efforts at the State level. Sponsored by Council Member Joshua Fuller and Council Member Robert Yaffe.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; PROVIDING FOR THE APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH DAVID CASERTA GOVERNMENT RELATIONS, INC. FOR STATE LOBBYING SERVICES FOR A TERM OF BEGINNING NOVEMBER 1, 2025 AND ENDING OCTOBER 31, 2028; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Pulled from consent by Mayor Salver.

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 clarified that his comments were not related to the renewal of Dave Caserta's contract or any intent to terminate it. He raised concerns about the termination clause in the contract, noting that it requires payment for the remainder of the year if termination occurs after the legislative session begins. He expressed that this provision appears one-sided and suggested revising the language to limit termination compensation to a maximum of three months, regardless of timing, rather than payment through the entire year.

Council Member Fuller provided explaining that the contract structure reflects a unique situation in which the majority of services are performed during the legislative session, while payment is distributed over a longer period. It was noted that revising the termination clause as suggested could result in a scenario where services are fully rendered during session, but compensation for those services would not be paid if the contract were terminated afterward. While acknowledging that termination provisions are important in contracts generally, it was emphasized that this arrangement differs from typical agreements because the core work occurs within a defined and concentrated timeframe. He stated that, given the concern about the termination and payment structure, an alternative approach would be to revise the contract so that compensation is paid in full at the start of the legislative session, when the services are primarily performed, rather than spreading payments over the course of the year.

A motion was made by Council Member Yaffe to approve the resolution as written, seconded by Vice Mayor Bruder. The motion carried with a 7-0 vote.

4. Consideration and Approval of a resolution to authorize the Town Manager to enter into a Master Lease Purchase Agreement with NCL Government Capital for the financing of the street sweeper previously approved by the Town Council - Town Manager.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING A MASTER LEASE PURCHASE AGREEMENT WITH LEASE SERVICING CENTER, INC. DBA NCL GOVERNMENT CAPITAL, FOR THE LEASE/PURCHASE FINANCING OF A KARCHER MC250 STREET SWEEPER FROM TAMPA CRANE & BODY IN THE AMOUNT OF \$256,346.00 WITH 5 ANNUAL PAYMENTS OF \$57,934.86; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE.

Approved on consent.

5. Discussion and possible action to enter to authorize the Town Manager to utilize the NASPO ValuePoint cooperative purchasing contract to procure OpenGov's ERP suite. This will allow the Town to transition from its current Tyler Incode 10 system to a modern, cloud-based platform that integrates financial management, budgeting, and utility billing – Town Manager.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF A CONTRACT FOR CLOUD SOLUTIONS BETWEEN CARAHSOFT TECHNOLOGY CORPORATION AND THE TOWN OF BAY HARBOR ISLANDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

6. Consideration and Approval of a resolution updating the signers on the Town's accounts with Bank of America - Town Manager.

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

Approved on consent.

7. Discuss and consider a Change Order in favor of Kimley Horn and Associates (KHA) and provide Construction and Inspection (CEI) services in the amount of \$44,580.00, associated with the replacement of Ejector Station A with submersible pumps - Town Manager.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING AMENDMENT NUMBER 2 TO THE PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED \$44,580.00 FOR CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES CONCERNING THE 100TH STREET EJECTOR STATION REPLACEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE.

Pulled by Mayor Salver.

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 expressed concern that the RFQ may have been drafted without including construction engineering and inspection (CEI) services, noting that CEI appears to have been added after the fact despite being a critical component. He questioned how the RFQ resulted in five listed tasks while omitting CEI, and whether this omission required later correction. Additionally, he requested clarification regarding discrepancies in the cost figures referenced in the backup materials, questioning how the amount of \$44,005.80 was determined compared to a previously referenced estimate of approximately \$95,000. He asked staff to confirm whether CEI services were included in the original RFQ and to explain the cost calculation.

Town Manager Noel explained that CEI services had been proposed during the original RFQ process; however, the proposal was not accepted at that time. When the firm was later awarded the design portion of the project, construction was assigned to a different contractor. It was further noted that, consistent with best practices, the firm that prepared the design is often permitted to provide construction engineering and inspection (CEI) services for the project.

Town Engineer Daniel explained that when the RFQ was originally issued, certain post-design and startup services were not included, and as a result, the construction engineering and inspection (CEI) component was omitted. This occurred under a prior administration. When the construction contract was awarded on March 25, Kimley-Horn was not part of the Town's CCNA consultant pool, and therefore no recommendation was brought forward at that time to award CEI services. He further noted that it is considered best practice for the engineer who designed the project to also perform CEI services, as that engineer has the greatest familiarity with the design and construction requirements. This reasoning explains why CEI services were not previously included and why the recommendation is now being presented.

Town Manager Noel stated to the Mayor reported that, after speaking with the Finance Director, the Procurement Officer has been directed to ensure that construction engineering and inspection (CEI) services are included in future RFQs and procurement processes.

Mayor Salver noted a discrepancy between the CEI cost figures referenced in the project agreement, citing an amount of \$95,007.65 on page two, compared to a proposed amount of \$44,580. The Council Member questioned how the lower figure was derived from the higher estimate and requested clarification on the difference between the two amounts.

Finance Director Bryan acknowledged that an incorrect document may have been referenced and asked whether the item was included in the budget, indicating a budget amendment might be required.

Town Manager Noel clarified that no separate budget amendment is needed, as the item is already included in the budget amendment previously presented to the Council.

Vice Mayor Bruder asked whether, when an RFQ is prepared, is it reviewed with the requesting department to ensure all necessary components are included.

Town Manager Noel confirmed that the RFQ is developed collaboratively with the department.

Vice Mayor Bruder asked whether the finalized RFQ is returned to the department for review once it is written.

Town Manager Noel stated that yes, the issuing department does review it again.

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

8. Consideration and Approval of a resolution approving the renewal and implementation of a Mutual Aid Agreement and Joint Declaration between the Town of Bay Harbor Islands Police Department and the Town of Surfside Police Department for shared law enforcement services. Enclosed are the agreements and proposed resolution - Town Manager.

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

Pulled from consent by Council Member Fuller, Council Member D'Amico, and Council Member Rappaport.

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

Town Clerk Herbello read the title of the resolution into the record.

Council Member Fuller raised concerns regarding traffic coordination with the Town of Surfside, noting ongoing issues with congestion, traffic signal timing, and drivers blocking intersections, which impact streets in Bay Harbor Islands. He emphasized that despite repeated past efforts to collaborate with Surfside, including meetings with officials, traffic problems persist. He suggested using the current discussion regarding this agreement as an opportunity to reengage Surfside and address these issues before approving any agreements. He stated they would not support moving forward with any action until Surfside demonstrates improved cooperation on traffic management.

Town Manager Noel reported frequent communication with Surfside officials, including the Police Chief, regarding traffic issues, noting that discussions occur nearly weekly. The key problem areas include the Indian Creek Bridge and the entrance to the mall, where congestion frequently occurs. While Surfside is generally willing to assist when requested, challenges arise because their personnel are often unavailable at the time of the incident. He noted that using a drone to monitor traffic choke points is expected to help identify and address issues more efficiently in real time.

Council Member Yaffe expressed concern that Surfside should consistently have officers available for traffic control at known congestion points, particularly at the mall entrance and Indian Creek Bridge. He noted that traffic patterns are predictable, occurring at roughly the same times each day, and argued that both Surfside and Bal Harbour Islands should actively deploy personnel to manage traffic flow, rather than allowing unnecessary delays at intersections.

Town Manager Noel emphasized the importance of the mutual aid agreement with Surfside, noting that it covers assistance during natural disasters, terroristic attacks, and school-related threats. He cautioned that delaying or refusing to participate in the mutual aid agreement could reduce available resources and limit the Town's ability to both receive and provide emergency assistance. He recommended maintaining the agreement as a mechanism to ensure continued collaboration and mutual support between the two municipalities.

Council Member Fuller understands the spirit behind it but want conversations to continue with Surfside.

Council Member D'Amico believes this is not the mechanism to use to force Surfside to assist with the traffic issues.

Chief Alvarez agreed with the comments made by the Town Manager.

Vice Mayor Bruder expressed agreement with the mutual aid agreement with Surfside for critical emergencies, referencing the Champlain Towers incident as an example of when assistance was needed. However, she raised concerns about school-hour traffic and pedestrian safety, noting that children crossing the bridge often face dangerous conditions due to the absence of police officers or crossing guards on the Surfside side. She urged staff to communicate to Surfside officials that, while the Town supports the mutual aid agreement, Surfside must provide adequate traffic control and supervision for children, given their resources and the risk to students.

Council Member Rappaport identified the intersection at Byron Avenue and 95th Street as a major traffic choke point, where multiple streets feed into a single location. He noted a recent instance where travel through the area took 40 minutes and observed that no police or traffic control personnel were present to assist. He expressed concern that, despite prior notifications to the Town Manager, there was no visible response to manage the congestion at this critical intersection.

A motion was made by Council Member Fuller to approve the resolution, seconded by Vice Mayor Bruder. The motion carried with a 7-0 vote.

9. FY2025-2026 Budget Amendment - Town Manager.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE 2025/2026 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT "A"; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2025/2026 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

Approved on consent.

10. Consideration and Approval of a Resolution for the Eleventh Extension of the Lease Agreement between Sunshine Gasoline Distributors, Inc. and the Town of Bay Harbor Islands to April 30, 2026 for operation of a motor fuel service station and convenience store at 1501 Broad Causeway, Bay Harbor Islands, Florida. Sponsored by Council Member Joshua Fuller.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF THE ELEVENTH 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.

Pulled by Vice Mayor Bruder.

Town Manager Noel read the title of the item.

Town Clerk Herbello read the title of the resolution into the record.

Mayor Salver asked for synopsis of the item and where the Town is at as it pertains to the rental rate is concerned.

Town Manager Noel stated that they have agreed to a 90-day contract extension with the option for an additional 90 days at a rate of \$11,000 per month. He noted that any longer extension or additional funding would require further negotiation, as the individual indicated a preference for a longer-term arrangement if more time or funds were requested.

Vice Mayor Bruder expressed concern with the proposed short-term, 90-day lease extensions, describing them as unrealistic and burdensome for a business owner. She emphasized the importance of the gas station to the community, noting that most residents rely on it for fuel and police officers also use the facility. She suggested negotiating a longer-term lease of three years at \$15,000 per month, with the understanding that the tenant could vacate if required for the bridge project, in order to provide stability and fairness to the business.

Mayor Salver expressed support for setting the lease at \$15,000 per month but suggested modifying the term. Instead of a three-year lease, they recommended a one-year lease with a one-year renewal option, extendable up to five years, to provide flexibility while ensuring stability for the business.

Council Member Fuller spoke regarding the proposed gas station lease, noting the tenant's willingness to pay \$15,000 per month and provide additional services to the Town. While there is interest in a longer-term lease, he explained that federal grant requirements and application terms limit the Town's ability to commit to a long-term lease, as doing so could jeopardize a \$127 million grant request. The lease, as currently structured, provides a short-term arrangement that complies with grant conditions, allowing flexibility until future decisions, such as the bridge project, are finalized. He emphasized the importance of balancing lease stability with adherence to grant regulations and noted that the federal government's announcement on grant funding is expected shortly.

Council Member D'Amico requested clarification on the source of the proposed short-term, 90-day lease extensions. She asked for specific references to the grant language provisions that would require such short intervals, emphasizing that it is unrealistic for a business to operate under repeated three-month renewals. She stressed the importance of maintaining the gas station as a critical service and requested concrete documentation supporting the short-term requirement.

Council Member Fuller explained that, during the federal grant application process, the grant writer advised that the property must remain unencumbered by any long-term lease. To comply, the Town structured short-term, consecutive leases for the gas station. The intent is to maintain flexibility until the bridge project's final layout is confirmed, at which point a longer-term lease could be established. He noted that they could not identify the specific grant agent involved in the original guidance.

Town Attorney Ahmand stated that he will personally follow up on the inquiries and will ensure a response is provided. Specifically regarding the gas station lease and potential long-term encumbrance, they committed to reviewing the Federal Highway Administration's Bridge Investment Program Grant (fiscal years 2022–2026) to determine whether a long-term lease would be permissible. He assured the Council that they would promptly report back with a definitive answer.

After a lengthy discussion the following motion was made.

A motion was made by Council Member Fuller, seconded by Vice Mayor Bruder to approve the resolution as amended approving a short-term lease extension at \$11,000 per month for three months, with a directive to revisit the lease at the February Council Meeting and requesting that the Town Attorney provide an update regarding the impact of the Bridge Investment Program Grant on the lease arrangement. The motion carried with a 7-0 vote.

11. Consideration and approval of a resolution executing an addendum to agreements with Chen Moore and Associates and V Engineering Corp for the replacement of the seawall at 9600 W. Bay Harbor Drive to ensure project expenditures are eligible for reimbursement - Town Manager.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING AN ADDENDUM TO AGREEMENTS WITH CHEN MOORE AND ASSOCIATES AND V ENGINEERING CORP. FOR THE REPLACEMENT OF THE SEAWALL AT 9600 W. BAY HARBOR

DRIVE, TO INCORPORATE PROVISIONS REQUIRED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO ENSURE ELIGIBILITY FOR REIMBURSEMENT OF PROJECT EXPENDITURES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE.

Approved on consent.

12. Discussion and possible action to enter into a piggyback agreement from the Florida Sheriffs Association, Bid Item No. 115 Hydraulic Mini Excavator Bid Award Announcement (FSA23-EQU21.0) with Alta Equipment Company and with De Lage Landen Financial Services, d/b/a De Lage Landen Public Finance LLC for a purchase of a Compact Excavator - Town Manager.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF THE PURCHASE OF A COMPACT EXCAVATOR FROM ALTA EQUIPMENT COMPANY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Approved on Consent.

13. Discussion and approval to Piggyback, a contract between Florida Drawbridges Inc., Martin County to maintain and perform repairs to the Broad Causeway movable bridge - Town Manager.

Approved on Consent.

14. Consideration and approval of a resolution to authorize the Town Manager to enter into an agreement with the State of Florida, Division of Emergency Management for the acceptance of a \$900,000 grant - Town Manager.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF A STATE-FUNDED GRANT AGREEMENT BY AND BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

Approved on consent.

Public Hearing-Quasi Judicial:

15. PUD Overlay Rezoning Application – Bijou Bay Harbor Condominium Association, Inc., 9521 East Bay Harbor Drive, Lots 3 and 4, Block 1. Sponsored by Town Manager Lindsley Noel.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA GRANTING APPROVAL OF A PLANNED UNIT DEVELOPMENT (PUD) ON CERTAIN DESCRIBED PROPERTY LOCATED AT 9521 EAST BAY HARBOR DRIVE; DETERMINING THAT THE PUD APPLICATION COMPLIES WITH THE PURPOSE AND INTENT OF THE PUD ORDINANCE; MAKING FINDINGS REGARDING THE APPROVAL OF THE PUD APPLICATION; DIRECTING THE TOWN MANAGER TO MAKE THE APPROPRIATE NOTATION ON THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR 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.

A motion was made by Council Member Yaffe for discussion purposes, seconded by Vice Mayor Bruder.

Town Clerk Herbello swore in the public that would be speaking on this item.

Mayor Salver opened the floor to public comments.

Frances Neuhut spoke against the item.

David **Tosser** spoke on the item.

Council Member D'Amico stated that both they and the Town Planner recommended enhanced lighting as the most appropriate solution to address the site constraints affecting the property. She noted that while a restaurant use would be technically permissible, the recommendation was made after confirming that the property line terminates at 95th Street. She further advised that if a commercial component were ever introduced, it should be oriented away from the residential side and closer to the existing commercial property. She indicated that this approach would provide appropriate protection given the property's current associations.

Council Member Fuller stated that the issue involves compliance with FEMA regulations, noting that certain multipurpose designations may allow different regulatory treatment than purely residential uses. He indicated that this approach had been discussed previously by the Town as a compliance strategy. He requested comment from the Town Attorney and expressed concern that a change in designation could potentially implicate the State's Live Local Act, which could

create unintended future impacts. He emphasized the desire to assist the applicant while ensuring regulatory compliance and avoiding unintended legal exposure.

Town Attorney Ahmand stated that this particular parcel at that point, and not only that parcel would similarly qualify for live local.

Council Member Yaffe stated that the Town is considering a request to rezone a single, specific parcel and emphasized that such actions cannot be addressed on an ongoing, piecemeal basis. He sought clarification as to whether, in the Town Attorney's opinion, the proposed rezoning of that parcel would cause it to qualify under the State's Live Local Act.

Town Attorney Ahmand clarified that the action under consideration would apply only to the subject parcel; however, he noted that certain standards, such as height allowances, could potentially be cited as precedent for other parcels within a defined geographic area if the parcel were determined to qualify under applicable law.

Council Member Fuller stated that certain aspects of the applicable regulations have not been fully litigated and that there is uncertainty regarding how current height limitations would be interpreted or applied. He noted the Town's understanding that the current height limit remains 75 feet but acknowledged that existing buildings exceeding that height were approved prior to the adoption of current limits. He expressed concern that future legal challenges or legislative amendments could alter height allowances, potentially creating unintended impacts for the subject property and similarly situated parcels.

Council Member Yaffe noted that legislative changes occur regularly and that future sessions could result in additional amendments. He questioned whether delaying action would meaningfully resolve the issue and emphasized that the subject property has been awaiting a solution for several years. He inquired whether any alternative solutions exist to address the matter.

Town Planner Belle stated that since FEMA will not approve them, even if the Town Decides to them a CO, they are unable to.

Vice Mayor Bruder stated that the matter could be continued until February in order to obtain a definitive answer. She emphasized the need to avoid unintended domino effects while also identifying a viable solution. She noted that once the Town establishes its position, the matter would proceed to the County for consideration of the required Future Land Use Plan amendment.

Council Member Fuller stated a desire to receive input from the Town's lobbyist regarding any information or indications from the current legislative session concerning potential expansion or application of the Live Local Act to adjacent

properties. He acknowledged that long-term legislative outcomes cannot be predicted. He discussed potential concepts to mitigate risk, including limiting the height of a proposed PUD to 75 feet, but noted concern that such limitations may be preempted by state law and therefore ineffective. He expressed concern that approval could nonetheless be used by adjacent property owners to seek redevelopment with significantly greater height. He emphasized the importance of avoiding actions that could open the door to unintended redevelopment impacts and stated a preference to proceed cautiously to avoid such outcomes.

A motion was made by Council Member Yaffe, seconded by Vice Mayor Bruder to defer this item to the February 11, 2026 Town Council Meeting. The motion carried with a 7-0 vote.

Ordinances on Second Reading:

Ordinances on First Reading:

16. Comprehensive Plan Text Amendment – Creation of a Property Rights Element and Update to Infrastructure Element. - Town Manager

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; APPROVING THE CREATION OF A PROPERTY RIGHTS ELEMENT TO THE TOWN'S COMPREHENSIVE PLAN AND DIRECTING THE TRANSMISSION OF THE PROPERTY RIGHTS ELEMENT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND OTHER REQUIRED REVIEW AGENCIES; APPROVING THE AMENDMENT TO SECTION 23-56 – COMPREHENSIVE PLAN, TO THE TOWN CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; 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.

A motion was made by Council Member Yaffe to approve the ordinance on first reading, seconded by Council Member Rappaport. The motion carried with 7-0 vote.

17. Consideration and Approval of an ordinance on First Reading amending Chapter 17 of the Sign Code, Section 17-20 to remove the max height requirement. Enclosed are the Staff Memo and 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 CODE OF ORDINANCES

RELATING TO EXTERIOR SIGNS; AMENDING ARTICLE II OF CHAPTER 17, ENTITLED SIGNS; BY AMENDING SECTION 17-20-EXTERIOR SIGNS TO THE TOWN'S CODE OF ORDINANCES PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS, REPEALER, CODIFICATION, SEVERABILITY; 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.

A motion was made by Vice Mayor Bruder to approve the ordinance on first reading, seconded by Council Member Yaffe. The motion carried with 7-0 vote.

18. Consideration and approval of an Ordinance on First reading regarding Sec. 5-5 Construction Site Operations to Require On-Site Changing Facilities, Daily Cleanup, and No-Loitering Policy. 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 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 into the record.

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

A motion was made by Council Member Rappaport to approve the ordinance on first reading, seconded by Vice Mayor Bruder. The motion carried with 7-0 vote.

Deferred Items:

Town Manager Items:

19. Approval of the Evaluation and Appraisal Report (EAR) Matrix and Authorization to Transmit to State and Regional Agencies for Compliance Review. Sponsored by Town Manager Lindsley Noel.

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; APPROVING THE 2025 EVALUATION AND APPRAISAL REPORT (EAR) MATRIX OF STATUTORY REQUIRED AMENDMENTS; APPROVING AND DIRECTING THE TRANSMISSION OF THE APPROVED EAR MATRIX TO THE

**FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND OTHER
REQUIRED REVIEW AGENCIES; AUTHORIZING AND DIRECTING THE
LOCAL PLANNING AGENCY TO PREPARE AMENDMENTS TO THE
COMPREHENSIVE PLAN IN ACCORDANCE WITH THE EAR MATRIX; 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.

A motion was made by Vice Mayor Bruder to approve the resolution, seconded by Council Member Yaffe. The motion carried with 7-0 vote.

Discussion Items:

20. Eshkol Art Exhibition of artwork by artists in the Eshkol Region to be exhibited next year at the Art Festival. Sponsored by Council Member Teri D'Amico.

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

Council Member D'Amico provided an update stating that certain items were unable to be completed due to holiday-related delays, including shipping, and that the matter would be addressed next year. She also reported having spoken with the organizers of the art festival and noted that the Town's school would not be participating this year, as a separate event is scheduled for February 6. She stated that the school has been invited to participate in future years.

Vice Mayor Bruder clarified that the lack of participation was not due to a failure of notice by the Town. She stated that the school had been invited and asked to participate but did not follow up or communicate further regarding its participation.

Council Member Fuller stated that there were multiple communications with the school principal, including discussions prior to contacting the School Board. He indicated that the school was provided with sufficient notice and multiple opportunities to respond, but no confirmation was received.

21. Discussion, review and possible action regarding Greenspoon and Marder, LLP, Town Attorneys 2025 Invoices, Agreements, Deliverables, Billable Hours with Scope of Services. Sponsored by Council Member Teri D'Amico.

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

Council Member D'Amico expressed concern regarding delays in receiving requested written information, noting that it took approximately two months to obtain a simple written response. She stated that this lack of timely information

limited their ability to make informed decisions. She further raised concerns regarding transparency and accountability, stating that the Town has not been receiving documentation detailing work performed or hours expended, despite prior approval of such reporting. She noted that no such documentation had been provided over the course of the year and emphasized the Town's fiduciary responsibility to understand what services are being performed in exchange for public funds.

Council Member Yaffe sked whether work performed under the monthly retainer is tracked through a billing or time-entry system that would allow the Town to review how time is allocated among matters and attorneys. He further inquired whether such records would be available as attorney-client materials. He also asked whether the firm is currently working on any matters outside the scope of the monthly retainer.

Town Attorney Ahmand explained that they use a time entry system to keep track of the hours worked. He spoke regarding a specific litigation case where the Town does receive more detailed invoices.

Vice Mayor Bruder expressed concern regarding follow-through and communication, stating that while the firm hears the Town's concerns, it is unclear how those matters are prioritized relative to other work. The speaker also referenced limitations on communication with another representative and raised concern about the Town's ability to effectively engage and receive responsive assistance.

Council Member Yaffe noted that written status reports from the Town's attorneys would be helpful, stating that periodic updates identifying matters being worked on and their status would provide the Council with better information.

Town Attorney Ahmand stated their willingness to provide the requested information and asked to be copied on all correspondence related to Town matters, particularly communications with staff, in order to remain informed and accountable. He indicated that they attend meetings regularly and requested that any correspondence not initially copied be forwarded to ensure awareness of ongoing matters and expenditures.

Council Member Yaffe stated that it would be reasonable for all communications sent to the Town Attorney's firm to include both designated attorneys, so that each is aware of the work requested and ongoing matters. He noted the importance of ensuring continuity and clarity regarding Town Attorney services during periods when the position is vacant.

22. Discussion, review and possible action regarding Becker & Poliakoff 2025 Invoices, Agreements, Deliverables, Billable Hours with Scope of Services. Sponsored by Council Member Teri D'Amico

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

Council Member D'Amico requested clarification regarding the services being performed under the Town's lobbyist contract, noting that the contract generally references federal, state, and local matters without providing a detailed breakdown of work performed. The speaker referenced the monthly retainer and requested an update on current lobbying activities being conducted on behalf of the Town.

Council Member Fuller clarified that the firm is serving solely as the Town's lobbyist and not as legal counsel, and that the agreement is a flat-rate contract rather than a billable-hours arrangement. He stated that, consistent with the nature of lobbying services, time entries are not generated, and that the firm provides assistance to the Town under this flat-rate structure.

23. Discussion, review and possible action regarding Rubin, Turnbull & Associates 2025 Invoices, Agreement, Deliverables, Billable Hours with Scope of Services and to request monthly written reports on bridge funding progress to the Town Manager. Sponsored by Council Member Teri D'Amico

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

Council Member D'Amico speaker noted that the Town's lobbyist contract is set to expire in February and raised the question of whether the contract would be extended. She referenced the total amount paid under the contract and requested greater transparency regarding lobbying activities, including meetings held, positions communicated to state and federal officials, and overall strategy. She stated a desire for the lobbyist to attend a future meeting to provide an update and expressed interest in working collaboratively to ensure alignment and effectiveness..

Council Member Fuller responded that the Town's lobbyists are available to meet or communicate with Councilmembers as needed, noting that lobbying services do not typically involve step-by-step reporting. He stated that regular communication already occurs between the lobbyists and the Town Manager, as well as directly with the speaker, and that Council members have previously met with the lobbyists. He clarified that the lobbyists' primary and focused assignment is advocacy related to the bridge project, and that they are not actively lobbying on other matters. He reported that the lobbyists have made significant progress on the bridge issue, including meetings with the U.S. Department of Transportation, the White House, and members of Congress, citing their established relationships as instrumental to this progress. He stated that staff could coordinate a call between Council members and the lobbyists if requested, but noted that certain strategic communications occur behind the scenes and are not appropriate for public disclosure.

Council Member D'Amico stated that was fine if that is the way it works.

24. Discussion and possible action regarding the agreement with South Beach Construction (SBC). Sponsored by Council Member Teri D'Amico.

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

Council Member D'Amico questioned whether the proposed contract terms related to the bridge project were consistent with the limitations applied to the Chevron station agreement, noting concern about entering into a multi-year contract if state regulations restrict shorter-term arrangements in similar circumstances. She also reported that Indian Creek has obtained all required permits and plans to begin bridge construction in January, with completion anticipated within approximately six months. She stated that written confirmation of this timeline has been provided to the Chief. Based on this information, she questioned the continued necessity of certain arrangements related to bridge access, noting that once the Indian Creek bridge is repaired, its traffic would no longer rely on the Town's causeway. She requested clarification regarding the differences between the agreements and how they relate to the bridge and the Chevron property.

Council Member Fuller explained that the agreements differ in scope and footprint, noting that the contract related to the bridge includes a 30-day termination provision requiring vacating upon notice, whereas the Chevron station agreement does not operate in the same manner. He stated that the bridge-related agreement does not expand the originally approved footprint and remains consistent with the plans and diagrams previously submitted, which included the service station. He asked whether the discussion was a request for reconsideration of the action taken at the prior month's meeting.

Council Member D'Amico stated that concerns regarding the matter were previously raised at the meeting during which the item was approved, noting that the meeting occurred on a holiday and that additional discussion would have been appropriate. She expressed concern that follow-up information and clarification regarding implementation of the plan have not been provided, resulting in unresolved questions. She further questioned the continued necessity of the arrangement given information that the other jurisdiction's bridge is expected to be operational, and expressed concern about potential impacts to Town infrastructure, including the seawall. She stated that these issues warrant further review and communication with the affected parties.

Council Member Rappaport stated his opposition to the proposal and asserted that, in their view, the matter was procedurally flawed. He expressed concern with a provision allowing reliance on the applicant's counsel's opinion regarding compliance and stated that independent review by the Town is necessary. He requested a motion to reconsider the prior approval, stating that the item was added to the October agenda in a rushed manner and without sufficient discussion, and that other approvals should have been obtained prior to Town consideration. He raised questions regarding jurisdiction and ownership of the affected waterway, the Town's authority to grant approvals before other required governmental authorizations are secured, and the treatment of the existing retention and

drainage area. He further expressed concern regarding the visual impact of the proposal, noting recent efforts to improve the area and the importance of preserving views for Town residents.

Council Member Fuller stated that a motion for reconsideration was not procedurally available, as only a Councilmember who voted in favor may move for reconsideration and such motion must be made at the same meeting. He explained that the requirement for an opinion from the applicant's counsel was included to address state and county waterfront regulations and to shift legal responsibility to the applicant in the event of noncompliance, while the Town retains authority over the agreement.

Council Member D'Amico requested from the Town Clerk a copy of the executed agreement to be sent to her.

Town Clerk Herbello stated that she will be emailing her a copy of the executed agreement once she receives it.

25. Discussion and approval of an MOT for TLC OKC Property Owner LLC for the project One Kane Concourse, 9551 East Bay Harbor Drive, Bay Harbor Islands, FL. Sponsored by Town Manager Lindsley Noel.

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

Laurie Talbert, applicant, stated that the project contractor and project manager were unavailable due to travel. The applicant explained that discussions regarding construction logistics began with the Town Manager in April 2024, during which there was a misunderstanding regarding authority to approve temporary lane closures for traffic mitigation. The applicant stated that it was later determined that such approval required Council action, resulting in the matter being brought forward at this time. The applicant reported that underground work and the garage have been completed and that vertical construction has begun. The applicant stated that, due to site conditions, construction cannot proceed safely without temporarily blocking the affected lane during working hours to allow for concrete delivery and construction access. The applicant requested approval for temporary lane closures during work hours only, with coordination and mitigation measures to minimize inconvenience and ensure safety. The applicant stated that the goal is to complete construction efficiently and that the project remains on schedule for completion within approximately one year.

Town Manager Noel corrected the record, stating that the Town Manager did not authorize long-term use of the lane or Town property for construction staging. He stated that any temporary use of Town right-of-way or travel lanes is reviewed on a case-by-case basis through maintenance of traffic (MOT) approvals, typically for short-term or emergency purposes only, and that approval of a year-long MOT would not be granted. He further explained that similar construction projects have been required to adjust staging plans to avoid impacts on pedestrian safety and traffic flow, including relocating staging to alleyways rather than in front of buildings. He stated that any suggestion that prior authorization had been given

for extended lane use was incorrect.

Ms. Talbert clarified that guidance was provided by Town staff during earlier phases of construction and acknowledged that there had been confusion regarding staging and access. The applicant stated that during excavation and material movement, staging occurred behind the adjacent church. The applicant explained that, as the project transitions to vertical construction, concrete delivery and pumping operations are required, necessitating revised access and staging arrangements.

Council Member D'Amico expressed concern that the project design did not adequately account for construction logistics without reliance on Town right-of-way, stating that the need to use public property should have been identified earlier in the planning process. She stated that residents on the south side of the island would experience ongoing traffic and access impacts during construction and raised safety concerns based on prior observations of construction activity adjacent to public areas. She further stated concern regarding the anticipated duration of construction and the cumulative impacts on the community, emphasizing that the Town should not bear adverse consequences resulting from project design or construction planning decisions.

Discussion took place among Council and applicant discussion occurred regarding potential modifications to the request, including a proposed contribution toward park improvements. The parties discussed possible terms and conditions with the proposed park improvement contribution being \$240,000 divided in 12 monthly payments of \$20,000 a month. The modified work hours will be as follows: Monday through Fridays 7:00 a.m. to 7:00 p.m. with no Saturday work being done. Closing the road to 1 lane one-way street subject to the Police Chief's approval; required to have off-duty police officers on site and proper signage; to follow all MOT requirements and all requests will be up to the Town Manager's approvals.

26. Discussion and possible action approving a resolution of a modified improvement agreement with 1177 Bay Harbor Islands, LLC for the Town's Kayak Park located at 9600 West Bay Harbor Drive. Sponsored by Town Manager Lindsley Noel.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF A MODIFIED IMPROVEMENT AGREEMENT WITH 1177 BAY HARBOR ISLANDS, LLC FOR THE TOWN'S KAYAK PARK LOCATED AT 9600 WEST BAY HARBOR DRIVE; PROVIDING FOR INCORPORATION OF RECITALS; 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.

Graham Penn, Berkow, Radell Fernandez Larkin and Tapanes, applicant's attorney, stated that the original agreement required the developer to complete sewer improvements and upgrades to Kayak Park in exchange for the ability to

request extended construction hours for interior work. The scope of work at Kayak Park expanded significantly, including a larger kayak washing area, shelter, and sidewalk improvements. Some original pull-off areas could not be implemented due to site constraints. The developer proposed undertaking additional work valued at approximately \$471,000 beyond the original scope, in exchange for the ability to request extended construction hours for both interior and exterior work. Proposed extended hours: 6:00 AM to 9:00 PM Monday through Friday (no truck deliveries or heavy equipment before 7:00 AM), and 8:00 AM to 9:00 PM on Saturdays, excluding Town-recognized holidays. Most exterior work now focuses on sidewalks and landscaped areas along the concourse, considered less disruptive to the community. The developer indicated that the residential component along 97th Street is nearing completion, with the commercial portion to follow, and emphasized the mutual interest in completing the project promptly. The developer is seeking Council approval of the expanded work and extended construction hours for the remaining exterior elements. The developer emphasized the priority of obtaining the Temporary Certificate of Occupancy (TCO) and Certificate of Occupancy (CO) as soon as possible, noting that commercial tenants are eager to occupy the building. They acknowledged that timing for issuing TCOs is at the Town's discretion and cannot provide a specific opening date. However, they anticipate that the TCO for the northern portion of the project will likely be issued by the end of the month, with full completion of the commercial component to follow promptly. The developer stressed that there is no incentive to delay the project.

Andres Moncada with 1177 project stated the project currently requires three Temporary Certificates of Occupancy (TCOs), coordinated with the Town Manager and Building Official. A recent meeting with Miami-Dade Fire Department confirmed that utilities and inspections are largely complete. The remaining work focuses on exterior elements, including landscaping and fence removal, which must be completed to finalize the project. The developer noted that interior work can proceed independently, but exterior work must be finished in coordination with the Town. They requested the Town's assistance in facilitating the completion of exterior improvements, emphasizing that construction schedules are designed to start early and finish efficiently. The developer stressed their commitment to finishing the exterior work promptly to allow full occupancy. The developer clarified that the remaining exterior work primarily involves landscaping, irrigation, and placing mulch. They noted that the noisiest construction activities, such as tile installation, have already been completed, reducing potential disruption to the community.

Council Member Yaffe expressed concern about a 6:00 AM start time for construction, noting potential noise impacts on residents across the street. He spoke regarding the condition of the alleyway on the concourse side, noting it had deteriorated and required repair. He confirmed that work is being coordinated to restore the alleyway to acceptable condition. He stated that milling and resurfacing work is being considered for weekend scheduling instead of evenings to reduce community impact, with further coordination needed to confirm feasibility.

Mayor Salver provided his concerns as it pertained to construction timing, street

use and any lease or negotiation with the developer consider a credit to the Town for the use of these streets, estimating potential value of approximately \$240,000 over two years.

The Town Council continued discussion with Mr. Moncado and Mr. Penn regarding the hours of operation as well as the funding provided to the Town for the Kayak Park. After a lengthy discussion the below motion was made.

A motion was made by Vice Mayor Bruder, seconded by Council Member Yaffe to approve resolution as amended requiring the contractor to apply for permits within three weeks; allowing the extended work hours as follows: Monday through Friday, 7:30 a.m. to 9:00 p.m. (all exterior work); 8:00 a.m. to 9:00 p.m. (Saturdays) with no exterior work being done and construction of the kayak park to begin within thirty (30) days of permits being pulled and completed within 200 days. The motion carried with a 6-1 vote with Vice Mayor Bruder voting in opposition.

Adjournment:

There being no further business to discuss before the council, a motion was made by Vice Mayor Bruder seconded by Council Member Rappaport to adjourn the meeting at 10:15 p.m.

Accepted this _____ day of _____, 2026.

Isaac Salver
Mayor

ATTEST

Evelyn Herbello, MMC
Town Clerk

AGENDA ITEM REPORT

February 11, 2026

ITEM NUMBER: 3.

ITEM: Consideration and approval of a resolution to enter into a three year agreement with GOVWELL for permitting and case management platform.

DESCRIPTION:

Background

The Building Department currently utilizes multiple independent software platforms to support plan review, permitting, inspections, and citizen services. Bluebeam is used for digital plan review, while Citizenserve serves as the Town's existing permitting portal. These systems operate independently and require separate licensing, support, and administrative oversight.

Staff has evaluated alternative solutions and recommends transitioning to GovWell, a consolidated and fully integrated government permitting and case management platform. In addition to replacing both Bluebeam and Citizenserve, GovWell includes 24/7 AI-assisted permitting support and live chat functionality. This feature allows users to ask permitting and code-related questions at any time, using Town, County, and Florida Building Code data, with GIS-based location awareness and multilingual support to improve accessibility and customer service. The Town had been considering the future implementation of alternate, stand-alone software applications to provide this functionality to end users; however, these capabilities are already fully integrated within the single GovWell platform, improving efficiency and significantly enhancing the overall user experience.

Current Software Costs

| SYSTEM | ANNUAL FEE |
|-------------------------------|------------|
| CITIZENSERVE | \$34,200 |
| BLUEBEAM | \$5,000 |
| Total current annualized cost | \$39,200 |

Proposed Solution – GovWell

GovWell will replace both Bluebeam and Citizenserve with a single integrated platform supporting building permits and inspections, code enforcement, planning and zoning, business licensing, contractor registration, and an online citizen portal.

| SYSTEM | YEAR 1 | YEAR 2 | YEAR 3 |
|--|----------|----------|----------|
| Govewell | \$39,000 | \$39,000 | \$39,000 |
| Govewell Implementation & Data Migration | \$21,700 | | |

Three-Year Cost Comparison

Note: GovWell implementation and data migration fees are charged only in Year 1.

Fiscal Impact

While GovWell reflects a higher first-year cost due to one-time implementation and data migration services, subsequent years consolidate multiple platforms into a single annual subscription, improving operational efficiency and enhancing the end-user experience through increased functionality and accessibility.. A budget amendment will be required to cover the first-year implementation and data migration costs

RECOMMENDED ACTION:

Recommendation

Approve the transition from Bluebeam and Citizenserve to GovWell and authorize execution of the GovWell contract as presented.

FINANCIAL ANALYSIS:

Elsewhere, on tonight's agenda we have an amendment to the Building Fund budget to appropriate \$21,700 to cover implementation costs associated with the transition.

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

| | |
|----|---|
| 1. | Resolution GovWell - BHI(63462116.3) |
| 2. | GovWell Agreement |
| 3. | Bay Harbor Islands, FL - GovWell Sole Source Letter |

RESOLUTION NO. ____

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF A CONTRACT FOR DEPLOYMENT SERVICES, DATA MIGRATION SERVICES & ONGOING SUPPORT BETWEEN GOVWELL TECHNOLOGIES, INC. AND THE TOWN OF BAY HARBOR ISLANDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, GovWell Technologies, Inc. (“GovWell”) provides a software platform to support the Town’s (a) building permits and inspections, (b) code enforcement, (c) planning & zoning, (d) business licenses and (e) contractor registration activities; and

WHEREAS, GovWell has a contract to provide the support services set forth as (a), (b) and (c) above to the Town of Penfield, New York (“Penfold”), pursuant to an Order Form approved by the Penfield Town Supervisor on December 4, 2025 (the “Penfield Agreement”); and

WHEREAS, GovWell has agreed to provide the Town with such support services for the same prices and terms as GovWell is providing to Penfold pursuant to the Penfold Agreement; and

WHEREAS, GovWell,, through Carahsoft Technology Corporation (“Carahsoft”), has an agreement to provide the support services described in (d) and (e) above pursuant to State of Utah Cooperative Contract for Cloud Solutions, Contract AR2472, as modified or supplemented by the Participating Addendum between the Carahsoft and the Florida Department of Management Services (the “Participating Addendum” and, collectively with the Master Agreement, the “Florida Agreement”); and

WHEREAS, GovWell has agreed to provide the Town with such support services for the same prices and terms as Carahsoft has agreed to provide pursuant to the Florida Agreement; and

WHEREAS, in light of the foregoing, the Town Council finds that waiving competitive bidding requirements for the Agreement with GovWell in accordance with Section 2-1.2(b) of the Town Code is in the best interest of the Town; and

WHEREAS, the Town Council hereby finds the Agreement between the Town and GovWell, 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 Agreement between the Town and GovWell, 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 February, 2026.

ISAAC SALVER, MAYOR

ATTEST:

EVELYN HERBELLO, TOWN CLERK

APPROVED AS TO FORM:

**GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Morris G. (Skip) Miller, Esq.**

GovWell Order Form - Bay Harbor Islands, FL

This Order Form, dated as of the Effective Date, is entered into by and between GovWell Technologies Inc. (“GovWell”) and the customer identified below (“Customer”), and is subject to the Terms of Service (as defined below), which are incorporated by reference herein.

| | |
|---|---|
| Customer: Town of Bay Harbor Islands, FL | Effective Date: |
| Customer Contact: Alexander Garcia | Contact Email: alexg@bayharborislands-fl.gov |
| Contact Phone: 786-218-7685 | Billing Contact: |
| Billing Email: | Billing Phone: |

1. SOFTWARE MODULES AND SERVICES.

The table below outlines the GovWell software modules and services included in Customer’s purchase:

| Software Module | Description | Annual Subscription Fee | Deployment Services Fees | Data Migration Services | Data Migration Fees |
|--------------------------------|--|-------------------------|--------------------------|-------------------------|---------------------|
| Building Permits & Inspections | Manage building permits, inspections, and plan review. Includes online portal for improving access and transparency to the public. | \$14,000 | \$5,100 | Data + Files | \$2,800 |
| Code Enforcement | Online citizen complaints + code enforcement case management. | \$9,000 | \$3,300 | Data + Files | \$2,200 |
| Planning & Zoning | Online planning & zoning applications, workflow management, meetings management, and plan review. | \$8,000 | \$3,000 | Data + Files | \$1,800 |
| Business Licenses | Manage business license applications and renewals. | \$5,000 | \$1,000 | Data + Files | \$1,500 |
| Contractor Registration | Manage contractor license applications & renewals. | \$3,000 | \$500 | Data + Files | \$500 |
| TOTALS | | \$39,000 | \$12,900 | | \$8,800 |

2. SCOPE OF WORK.

By signing this Order Form, the Customer agrees to the Scope of Work (“SOW”) attached as Exhibit A. The SOW outlines the specific services GovWell will provide, as well as the responsibilities of the Customer with respect to Deployment Services, Data Migration Services, Continuous Deployment Services, and Product Support. The Customer acknowledges that GovWell’s obligations are limited to the hours and scope defined in the table below. Any services requested beyond these limits may incur additional fees, as described in the SOW.

| Item | Quantity / Scope |
|--------------------------------|---|
| Deployment Services | 52 hours |
| Data Migration Services | 41 hours |
| Staff Training | Seven (7) 60-minute sessions conducted via Zoom |
| Continuous Deployment Services | 20 hours / year |
| Product Support | Included for free. |

3. INITIAL TERM

Three (3) years, beginning on the Effective Date.

4. SUMMARY OF FEES AND TERMS

| Item | Description |
|--|---|
| Deployment & Data Migration Services Fees (one-time) | \$21,700 |
| Annual Subscription Fees | \$39,000 |
| Total Year 1 Cost | \$60,700 |
| Annual Uplift | 5% (not applicable during initial term) |
| Initial Term Invoice Schedule | Annual, invoiced on signing. Invoice schedule: <ul style="list-style-type: none"> • \$60,700, invoiced on Effective Date • \$39,000, invoiced one year after Effective Date • \$39,000, invoiced two years after Effective Date |
| Renewal Procedure | Automatic 1 year renewal term, unless 30 days notice provided prior to renewal date |

5. TERMS OF SERVICE.

The parties expressly acknowledge and agree that this Order Form, any appendices attached, and any amendments

hereto signed by the parties, is subject to and conditioned upon Customer's agreement to the Terms of Service located at <http://www.govwell.com/terms> (as amended from time to time, the "**Terms of Service**"). By signing below, Customer expressly acknowledges and agrees that it has reviewed the Terms of Service and agrees to be bound thereby. In the event of any inconsistency or conflict between the terms of this Order Form and the Terms of Service, the terms of this Order Form shall take precedence and govern solely with respect to the specific services, fees, and terms outlined herein, unless otherwise stated in the Terms of Service. All other provisions of the Terms of Service shall remain in full force and effect. Customer further acknowledges and agrees that by signing below, the person signing this Order Form has the authority to execute this Order Form on behalf of Customer. This Order Form may not be amended or modified, except in a writing signed by both Customer and GovWell.

AGREED AND ACCEPTED on behalf of the parties by their duly authorized representatives as of the Order Form Effective Date.

CUSTOMER:

By (Signature):

Name (Printed):

Title:

Date signed:

GOVWELL TECHNOLOGIES INC.:

By (Signature):

Name (Printed):

Title:

Date signed:

Exhibit A: Scope of Work

Deployment Services, Data Migration Services, & Ongoing Support

This Scope of Work (“SOW”) outlines the services to be provided by GovWell in connection with the implementation of its software platform for the Customer, as well as the ongoing support and maintenance services that follow. It also defines the responsibilities of both the Customer and GovWell to ensure a smooth and effective onboarding experience and continued successful use of the platform. This SOW is incorporated into and governed by the terms of the applicable Order Form.

1. Deployment Services

GovWell and the Customer will collaborate to deploy the GovWell software platform for the Customer’s use. A dedicated GovWell Deployment Strategist will be assigned to the Customer to coordinate the deployment process and manage the activities necessary to ensure successful go-live of the platform (the “Deployment Services”).

1.1 Scope

The following outlines the services and responsibilities included within the scope of this engagement. These items define the core activities that GovWell and the Customer will undertake to successfully deploy the GovWell platform.

- **Regular meetings with GovWell Deployment Strategist.** Mutual consultations between Customer and the GovWell Deployment Strategist will be conducted via Zoom to define and document Customer’s goals, timelines, and workflows; demonstrate deployment progress; and gather and incorporate Customer feedback throughout the deployment process.
- **System configuration.** GovWell will configure the software to reasonably align with the Customer’s expressed needs, including setup of the online portal, relevant modules, workflows, forms, document templates, fee structures, inspection settings, user roles and permissions, and other applicable system components. While every effort will be made to reflect the Customer’s requirements, configurations will be based on a commercially reasonable interpretation of those needs within the capabilities of the platform.
- **Staff training.** GovWell to conduct virtual training sessions for Customer staff via Zoom. Training sessions are limited to the quantity and duration specified in the Order Form. GovWell will also provide a library of digital training materials and guides, including video demonstrations of key functionality.
- **Integration with Geographic Information System (GIS).** GovWell will reach out to the Customer’s designated GIS contact to initiate integration efforts. The Customer is responsible for providing accurate contact information, facilitating introductions, and ensuring their GIS team provides all necessary data in a timely manner. GovWell’s ability to integrate is directly dependent on the completeness and responsiveness of the information shared by the Customer’s GIS team. Timely access and communication are essential to ensure a smooth integration.
- **Configuration of online payment processing through GovWell.** The Customer is responsible for completing all onboarding forms required by GovWell’s integrated payment processor, Finix. GovWell does not support the use of alternative payment processors.

1.2 Timeline

GovWell is committed to bringing the Customer live as quickly as possible and will make commercially reasonable efforts to do so. While the deployment timeline will be discussed and generally targeted during the deployment kickoff meeting, the inherently variable nature of deployment processes means that no specific timeline is guaranteed. GovWell is not responsible for delays resulting from incomplete or inaccurate inputs, delayed responses, or changes in the availability of key Customer personnel, including due to vacations, leave, or other time off.

1.3 Customer Responsibilities

Customer acknowledges that active, timely participation from Customer is necessary to achieve a smooth and effective deployment. Customer responsibilities include, but are not limited to:

- Assign a primary point of contact for each software module to coordinate deployment activities.
- Participate in scheduled virtual meetings with the GovWell Deployment Strategist.
- Submit all requested information and materials in the required formats and within specified timeframes.
- Review and test configurations, provide feedback and approvals to GovWell promptly.
- Complete all onboarding forms required by GovWell's integrated payment processor, Finix (GovWell does not support alternative payment processors).
- Facilitate an introduction to a point of contact responsible for GIS.

1.4 Exclusions & Terms

- Deployment Services do not include custom application development or third-party integrations (other than the ones specified in Section 1.1 (Scope)).
 - Additional Deployment Services beyond the initial scope may be subject to additional fees specified in section 4 of this SOW.
-

2. Data Migration Services

GovWell and the Customer will collaborate to migrate the Customer's data into the GovWell software platform for the modules specified in the Order Form. A dedicated GovWell Data Expert will be assigned to coordinate the data migration process and manage the activities necessary to prepare the Customer's data for use within the platform (the "Data Migration Services").

2.1 Scope

The following outlines the services and responsibilities included within the scope of this engagement. These items define the core activities that GovWell and the Customer will undertake to successfully migrate data into GovWell.

- Review and consultation with a GovWell Data Expert to determine project goals, which legacy data is relevant for migration, and appropriate mappings from into GovWell database model.
- Preparation of a written data migration plan for Customer approval.

- One-time import of structured tabular data into GovWell.

2.2 Customer Responsibilities

Customer acknowledges that active, timely participation from Customer is required to achieve a smooth and effective data migration. Customer responsibilities include, but are not limited to:

- **Primary point of contact.** Assign a primary point of contact to coordinate data migration activities in collaboration with GovWell representatives.
- **Data extraction and transfer.** Customer will extract or export source data from legacy systems and transfer to GovWell in structured file formats (e.g., CSV, Excel). GovWell requires two main exports: one export for analysis and planning, and a final export immediately prior to migration. If files are included in the Order Form, Customer will extract and transfer files and attachments to GovWell via SSH File Transfer Protocol or Secure File Transfer Protocol (SFTP). If Customer cannot export source data independently, Customer will be solely responsible for coordinating with their current software vendor to obtain the necessary data.
- **Meeting participation.** Participate in scheduled virtual meetings with a GovWell Data Expert to consult on project goals, answer questions, and facilitate the mapping of source data to the GovWell data model.
- **Migration Plan Approval.** The Customer is responsible for carefully reviewing the written data migration plan and must digitally approve it prior to execution. By approving the plan, the Customer acknowledges that the accuracy, completeness, and alignment of the migration with their expectations are their sole responsibility. GovWell is not liable for any errors, omissions, or outcomes resulting from decisions made or information provided by the Customer. In the event of adverse consequences arising from the approved plan, GovWell will make commercially reasonable efforts to remediate the issue; however, additional costs may apply.
- **Complete migration tasks.** GovWell will make reasonable efforts to place migrated records in the appropriate steps within workflows and minimize the work required by Customer. However, limitations in the source data—such as missing or incompatible information—may prevent certain records from being automatically mapped into the current workflows. In these cases, Customers may be responsible for manually moving records to the correct workflow steps, validating data accuracy, and relocating attachments as needed.

2.3 Exclusions & Terms

In connection with GovWell's standard data migration services, the following are not in scope:

- Verification of source data accuracy, completeness, or quality.
- Data cleaning or validation of source data (e.g., spelling corrections, field splitting, schema mismatch resolution).
- Digitization of physical documents.
- Transforming scanned or handwritten documents into structured data.
- Imports of data that lack sufficient detail to generate a complete and usable entity in GovWell, such as a permit without a permit number or an inspection without a date of completion.

- Training sessions for Customer residents or the public.
- Additional Deployment Services beyond the scope may be subject to additional fees specified in section 4 of this SOW.

2.4 Timelines

GovWell is committed to making the data migration process as smooth and efficient as possible and will make commercially reasonable efforts to support Customer throughout. While timelines will be established and generally targeted during the deployment kickoff meeting, the complexity and variability of data migration means that no specific timeline or outcome can be guaranteed. GovWell is not responsible for delays or limitations resulting from incomplete, inconsistent, or improperly formatted source data, lack of access to required systems, or delays in Customer responses or availability—including due to vacations, leave, or other time off taken by key Customer personnel. This also includes situations where third-party vendors fail to provide data in a timely manner or where the Customer provides critical data, such as large files or datasets, at the last minute (e.g., under 5 days before the scheduled migration). Such circumstances can impact the migration timeline and overall project success, and any resulting delays or additional costs will not be the responsibility of GovWell.

To maintain the integrity and accuracy of the data migration, all configuration changes must be completed prior to the migration process. Because many configuration changes commonly occur after go-live as the platform is fine-tuned to meet the Customer's needs (e.g. modifying the process for a Solar Panel permit or adding required inspections for an Electrical permit), GovWell schedules data migration to take place only after the platform has gone live with the finalized configuration. Performing data migration before finalizing these changes risks data inconsistencies and errors, which can lead to significant additional work and may result in additional fees. This approach helps ensure a clean, reliable migration and a stable platform for ongoing use.

There will be a minimum of five (5) business days between GovWell's receipt of final data and the point at which that data will be accessible and usable within the GovWell system.

Longer timeframes may result from:

- Incomplete or incorrect file formatting.
- Customer-requested changes to migration plan or platform configuration.
- Transfer issues or SFTP protocol delays.

2.5 Limitations

Customer acknowledges that GovWell is not responsible for the quality, completeness, or accuracy of the source data provided for migration. The quality of the source data can directly impact the quality of the data as it appears and functions within the GovWell platform. Data migrations are inherently imperfect, and not all data or structures from legacy systems can be mapped precisely to the new environment. While GovWell will make commercially reasonable efforts to ensure a successful and functional migration, some migrated records may not process as expected. This may include data appearing differently than in the original system, missing or partially mapped fields, or workflows and automations not functioning as intended.

2.6 Post-Migration Support and Customer Responsibilities

Customer is responsible for carefully reviewing the migration plan to ensure it aligns with their expectations and digitally signing prior to execution. Any data not listed in the migration plan will not be migrated by GovWell. Following the completion of the data migration, GovWell is committed to supporting Customer in addressing issues that may arise, including assisting with reasonable data adjustments if certain records did not migrate as intended.

GovWell will make good faith efforts to resolve issues resulting from errors or discrepancies within the scope of the approved plan. Any post-migration adjustments must be scheduled in advance and are subject to GovWell's availability. Significant or time-intensive requests may incur additional charges, as outlined in section 4 of the SOW.

2.7 Service Hours

Data migration service hours are limited to the number of hours specified in the applicable Order Form. These hours cover all activities related to the data migration process, including planning, execution, validation, issue resolution, and consultations. Any services requested beyond the allotted hours may be subject to additional fees, as outlined in section 4 of this SOW.

2.8 Data Security

- If data that Customer intends to migrate contains Sensitive Personally Identifiable Information (SPII), Customer must notify GovWell in advance of sharing the data. SPII includes, but is not limited to, Social Security Numbers, Federal Tax Identification Numbers, Employer Identification Numbers, and other sensitive personal or organizational identifiers,
- All SPII must be transferred via GovWell's secure SFTP channel.
- GovWell is not responsible for data exposure resulting from insecure transmission methods (e.g., email).

3. Continuous Deployment & Product Support Services

GovWell will collaborate with the Customer to provide ongoing support and ensure the GovWell software platform continues to meet Customer's needs following deployment. A new GovWell Deployment Strategist will be assigned after go-live to coordinate support activities and manage the services necessary to ensure the continued successful use and optimization of the platform. In addition to this service, GovWell also offers regular product support channels to address general inquiries, technical issues, and troubleshooting needs.

3.1 Overview

Following the initial deployment, GovWell will provide ongoing support to help the Customer maintain effective use of the platform. This includes two types of services: (1) Continuous Deployment Services: for configuration changes, training, and strategic guidance, and (2) Product Support: for general inquiries, technical support and issue resolution. GovWell may adjust the nature and frequency of these support activities over time based on the Customer's usage of the platform and evolving needs.

3.2 Scope

Requests involving configuration changes, consultations, or training sessions may count against the Customer's allotted Continuous Deployment Services hours as outlined in the Order Form. Technical support inquiries—such as those related to login issues, bug reports, or basic troubleshooting—are not counted against service hours and are addressed through GovWell's regular support channels.

All major service requests submitted through any channel—regardless of whether routed through Deployment Strategists or general support—will be assessed for inclusion in Deployment Services hours. Any services requested beyond the allotted hours may be subject to additional fees, as outlined in Section 4 of this SOW. GovWell will notify Customer in advance of reaching their service hour limit.

The following activities are included in Continuous Deployment Services:

- Configuration changes: Any updates to settings, record types, workflows, fields, templates, etc.
- Consultations: Strategic guidance, best practices, and process mapping.
- Training sessions: Live or recorded training for new staff, refresher sessions, or training on specific modules or features.
- Other service-related tasks: Any request that requires a GovWell team member to perform work beyond a basic fix or answer—for example, correcting misentered data, adjusting a process flow, or preparing a custom report.

The following are not included in Continuous Deployment Services, and are covered by Product Support:

- Bug reports and resolution.
- Login/access issues.
- Basic troubleshooting and how-to questions (e.g., "How do I export a report?").

4. Out-of-Scope Services & Hourly Rates

GovWell is committed to delivering successful Deployment, Data Migration, Continuous Deployment, and Product Support services within the scope and hours outlined in the Order Form. GovWell understands that needs may evolve and additional work may sometimes be necessary to ensure a smooth experience. If the required effort exceeds the included hours or scope, GovWell will communicate with the Customer before proceeding. Any work beyond the agreed scope will only move forward with mutual consent and may be billed at GovWell's standard rates as a last resort.

- Deployment Services: \$150 per hour
- Data Migration Services: \$200 per hour
- Continuous Deployment Services: \$150 per hour



GovWell Technologies Inc.
25 W 36th St.
Floor 10
New York, NY 10018
www.govwell.com

Alexander Garcia
Building Official
City of Bay Harbor Islands, FL
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

RE: GovWell Technologies Inc., Sole Source Documentation

Dear Mr. Garcia,

Please accept this letter as confirmation that GovWell Technologies Inc. is the sole provider of the GovWell software platform and the only vendor capable of meeting the City of Bay Harbor Islands' operational and functional requirements for a unified solution supporting the following functions:

- Building Permits
- Planning & Zoning
- Code Enforcement
- Business Licenses
- Contractor Registration

While other software vendors exist in the broader market for permitting and regulatory management, the City has determined that no other provider offers a product that is reasonably comparable in scope, integration, configuration flexibility, and support model for the City's specific needs.

GovWell is uniquely designed to serve small to mid-sized municipalities and provides a single, fully integrated platform that consolidates all of the above functions without the need for third-party systems, add-on modules, or custom development.

The GovWell software platform includes the following capabilities:

- **Building Permits module** with native, fully built-in electronic plan review, configurable workflows aligned to local ordinances, AI-powered pre-check functionality to reduce incomplete submissions, and end-to-end online permitting from application through issuance.
- **Planning & Zoning module** with integrated electronic plan review, configurable review routing and approvals, meeting coordination support, automated applicant



GovWell Technologies Inc.
25 W 36th St.
Floor 10
New York, NY 10018
www.govwell.com

notifications, and public-facing tracking to improve transparency and reduce staff inquiries.

- **Code Enforcement module** with integrated case management tied to property, permit, and licensing records; scheduling and linkage of cases to hearings and meetings; mobile-friendly inspections; and automated reporting to support enforcement actions and hearings.
- **Business Licenses module** with online applications and renewals, configurable license types and fee structures, automated expiration tracking and notifications, document management, and integrated payment processing.
- **Contractor Registration module** with automated registration and renewal workflows, insurance and license tracking with expiration enforcement, and real-time verification during permit submission to ensure compliance.

The City further determined that alternative vendors offering portions of these services typically rely on separate systems, third-party plan review tools, manual processes, or limited configurability, which would result in additional cost, increased administrative burden, and reduced operational efficiency. As such, those solutions are not considered functionally equivalent or practical substitutes for GovWell.

Additionally, GovWell Technologies Inc. is the sole developer, owner, and authorized provider of the GovWell software platform and is the only entity capable of supporting, maintaining, updating, or modifying the software. GovWell also provides hands-on implementation and ongoing support through a dedicated Deployment Strategist, which is included as part of the service offering and is not available from competing providers in a comparable manner.

Based on this evaluation, GovWell Technologies Inc. represents a sole source provider for the City of Bay Harbor Islands' permitting, planning, code enforcement, and licensing software needs.

Please contact me if you have any questions at 920-360-4496.

Sincerely,

Troy LeCaire
Chief Executive Officer
GovWell Technologies Inc.
Email: troy@govwell.com
Phone: 920-360-4496



GovWell Technologies Inc.
25 W 36th St.
Floor 10
New York, NY 10018
www.govwell.com



**TOWN OF BAY HARBOR ISLANDS
FINANCE DEPARTMENT
MEMORANDUM**

| | |
|-----------------|--|
| TO: | Mayor and Town Council Members |
| THRU: | Lindsley Noel, Town Manager |
| CC: | Skip Miller, Town Attorney Evelyn Hebello, Town Clerk |
| FROM: | Tony Bryan, Finance Director |
| DATE: | February 11, 2026 |
| SUBJECT: | Proposal for Stormwater Impact Fee Analysis |

RECOMMENDATION

Authorize the Town Manager to direct KCI to perform Stormwater Impact Fee Analysis as outlined in the attached Task Order.

BACKGROUND / ANALYSIS

Impact fees are one-time charges imposed by local governments on new developments to cover the costs of infrastructure improvements such as stormwater, roads, parks and public safety facilities. Per statute, the impact fees must be calculated based on the most recent and localized data available and must be supported by studies to ensure the fees are proportional to the impact of the new development. Essentially, they help ensure that the costs associated with growth are shared by developers rather than solely by existing taxpayers.

Local governments are required to maintain separate accounting for the impact fee collections and expenditures; and impact fees can only be used for funding new

infrastructure necessitated by new development – rather than the maintenance or repair of existing facilities.

Currently the Town does not levy a Stormwater Impact Fee.

The Town has an agreement with Keith & Schnars (Assigned to KCI Technologies, Inc.) (KCI) for Engineering Consultant Continuing Services attached as **Exhibit 1**. Town staff are proposing to have KCI perform Stormwater Impact Fee Analysis as outlined in **Exhibit 2** under the terms of the Town's existing agreement with them.

The impact fee analysis is estimated to take 9 weeks to complete at total cost of **\$56,880**.

FINANCIAL ANALYSIS

The cost of this impact fee analysis is included in the FY2026 budget.

GL Line-Item Number: 406.5380.400031.000 Professional Services

Total Amount Budgeted: \$57,000.

Total Amount Requested: \$56,880.

ATTACHMENTS

1. Executed Agreement between the Town and KCI.
2. Proposed Scope of Work for Impact Fee Analysis

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RESOLUTION NO. ____

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING KCI TECHNOLOGIES, INC. TO PERFORM STORMWATER IMPACT FEE ANALYSIS IN ACCORDANCE WITH THE TOWN'S AGREEMENT WITH KCI TECHNOLOGIES, INC.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town previously entered into an agreement dated October 23, 2017 (the "Agreement") with KEITH & SCHNARS (ASSIGNED TO KCI TECHNOLOGIES, INC.) ("KCI"), pursuant to Section 287.055, Florida Statutes, the Town solicited proposals from qualified engineers and selected KCI to provide continuing professional services to the Town; and

WHEREAS, pursuant to the Agreement, the Town desires to engage KCI to perform Stormwater Impact Fee Analysis as outlined in the Task Order attached hereto as Exhibit A (the "Task Order"); and

WHEREAS the compensation to be paid to KCI for such Task Order will not exceed \$58,880, based upon the hourly rates to be paid to KCI as provided in the Agreement; and

WHEREAS, the Town Council hereby finds that engaging KCI to perform the work described in the Task Order, 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

30 set forth herein.

31 **Section 2.** The Town hereby engages KCI to perform the work described in the
32 Task Order, in substantially the form attached hereto as Exhibit A, and said work is hereby
33 authorized and approved.

34 **Section 3.** If any provision, section, phrase, or word of this Resolution is
35 declared invalid or unenforceable by a court of competent jurisdiction, the remaining
36 provisions, sections, phrases or words of this Resolution shall remain in full force and
37 effect.

38 **Section 4.** The Town Manager is hereby authorized to do all things necessary
39 to carry out the aims of the Resolution.

40 **Section 5.** This Resolution shall become effective immediately upon its
41 adoption.

42 PASSED and ADOPTED this 11 day of February 2026.

43
44 Motion By: _____

45 Second By: _____

46

47 **FINAL VOTE ON ADOPTION:**

48

49 Mayor Isaac Salver _____

50 Vice Mayor Stephanie Bruder _____

51 Council Member Teri D’Amico _____

52 Council Member Molly Diallo _____

53 Council Member Joshua Fuller _____

54 Council Member Eric Rappaport _____

55 Council Member Robert Yaffe _____

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TOWN OF BAY HARBOR ISLANDS, FLORIDA

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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 Council

Jordan W. Leonard
Mayor

Stephanie Bruder
Vice Mayor

Joshua D. Fuller
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Elizabeth Tricoche
Council Member

Robert Yaffe
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

October 25, 2017

Attn: Joe Gomez
Keith & Schnars, P.A.
5835 Blue Lagoon Drive, Suite 303
Miami, Florida 33126

RE: Professional Engineering Services Agreement

Dear Mr. Gomez:

Enclosed please an original executed agreement between your firm and the Town of Bay Harbor Islands.

Thank you for your assistance in getting this finalized.

Sincerely,

Marlene M. Siegel, CMC
Town Clerk

idi

cc: Randy Daniel, Town Engineer

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER

CONTINUING SERVICES

AGREEMENT

Between

TOWN OF BAY HARBOR ISLANDS

And

KEITH & SCHNARS

For

PROFESSIONAL ENGINEERING SERVICES

CONTINUING SERVICES

A G R E E M E N T

Between

TOWN OF BAY HARBOR ISLANDS

And

KEITH & SCHNARS

For

PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made between the TOWN OF BAY HARBOR ISLANDS, FLORIDA, a Florida municipal corporation, (hereinafter referred to as "TOWN"),

AND

KEITH & SCHNARS a Florida corporation, authorized to do business in the State of Florida, (hereinafter referred to as "CONSULTANT"), whose principal place of business is 4533 Ponce de Leon Blvd. Coral Gables, Florida 33146.

WHEREAS, the TOWN has advertised for professional services; and

WHEREAS, pursuant to Section 287.055, Florida Statutes, the TOWN solicited proposals from qualified engineers and selected the CONSULTANT to provide said continuing professional services for various Projects (hereinafter referred to as "Specific Projects"); and

WHEREAS, the CONSULTANT is willing and able to perform such professional services for the TOWN within the basic terms and conditions set forth in this agreement (hereinafter referred to as "Continuing Services Agreement or Agreement"); and

WHEREAS, the purpose of this Continuing Services Agreement is not to authorize a Specific Project, but to set forth certain terms and conditions which shall be incorporated into subsequent supplemental agreements for Specific Projects or services when required;

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and CONSULTANT agree as follows:

SECTION 1. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

1.1 Lump Sum: a method of payment to the CONSULTANT for a fixed sum amount which constitutes total compensation to the CONSULTANT for the performance by the CONSULTANT of the Project. Said fixed sum includes but is not limited to, compensation for all fees, expenses and out-of-pocket costs of the CONSULTANT.

1.2 Reimbursable Direct Expenses or Reimbursables: the direct nonsalary expenses directly attributable to the Project. Reimbursable expenses include long-distance communications, application and permit fees paid for securing approval of authorities having jurisdiction over the Specific Project; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings, and other documents; postage; travel expenses; and subconsultant's fees.

1.3 Specific Project Agreement or Project Agreement: an agreement to provide services for a particular Project.

1.4 Subconsultant Fee: the direct and actual cost of the Subconsultant with no markup, as reflected by actual invoices of the subconsultant.

1.5 Travel Expenses: actual mileage, meals and lodging expenses incurred directly for the Specific Project for travel outside of Dade County. No overnight travel or out-of-town travel outside of Dade County shall be reimbursed unless the CONSULTANT has secured advance written authorization for such travel from the Town Manager. Reimbursement for such authorized travel expenses shall be at the rates provided for in Chapter 112, Florida Statutes, as may be amended from time to time, which rates shall by reference be made a part of this Agreement as though set forth in full.

SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

2.1 In accordance with the Consultants' Competitive Negotiation Act, the CONSULTANT may provide professional services to the TOWN for Specific Projects as authorized from time to time by the TOWN. The TOWN reserves the right to select one or more firms to do the Projects.

2.2 When the need for services for a Specific Project occurs, the TOWN may at its sole discretion, enter into negotiations with the CONSULTANT for that Specific Project under the terms and conditions of this Agreement. The TOWN shall initiate said negotiations by providing the CONSULTANT with a "Scope of Services Request," requesting from the CONSULTANT a proposal to provide professional services for the Specific Project. The CONSULTANT shall prepare a proposal which includes a lump sum fee or an hourly not to exceed and a manpower-task breakdown. The TOWN and CONSULTANT shall negotiate the terms of the Specific Project in accordance with the provisions of Subsection 2.3.

2.3 The TOWN and CONSULTANT shall utilize as the agreement for each Specific Project a Standard Project Agreement ("Project Agreement"), a copy of which is attached to and incorporated into this Agreement as Exhibit "A." Each supplemental agreement for a Specific Project will, by mutual agreement, set forth, among other things, the following:

1. The Scope of Services;
2. The deliverables;
3. The time and schedule of performance and term;
4. The amount of compensation;

5. The personnel assigned to the Specific Project; and
6. Any modifications to the Project Agreement, if mutually agreed upon by the parties.

2.4 The professional services to be rendered by the CONSULTANT shall commence subsequent to the execution of each Project Agreement. The Town Manager is authorized to negotiate and execute Project Agreements for Projects in which the CONSULTANT's services do not exceed \$10,000. The CONSULTANT's services shall be performed, completed and submitted to the TOWN as specified in the Project Agreement.

2.5 The Contract Documents for each Specific Project shall incorporate this Continuing Services Agreement. Unless otherwise agreed to in writing, in the event that any of the terms or conditions of this Agreement conflict with the Project Agreement, the provisions of the Project Agreement shall apply.

2.6 In the event the TOWN and the CONSULTANT are unable to reach a satisfactory supplemental agreement for a Specific Project as provided for in Sections 2.2 and 2.3, or the TOWN determines that the best interests of the TOWN would be served by procuring services for a specific Project from another engineer, then the TOWN shall, at its sole discretion, terminate negotiations with the CONSULTANT for the particular Project.

SECTION 3. TERM/TERMINATION

3.1 TERM OF AGREEMENT - This Continuing Services Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect, unless and until terminated pursuant to Section 3.2 or 3.3, or other applicable sections of this Agreement. Each Project Agreement shall specify the period of service agreed to by the TOWN and CONSULTANT for services to be rendered under said Project Agreement.

3.2 TERMINATION For Convenience - This Continuing Services Agreement may be terminated by the TOWN for convenience upon five (5) calendar days written notice to the CONSULTANT. In the event of such termination, any services performed by the CONSULTANT under this Continuing Services Agreement shall, at the option of the TOWN, become the TOWN'S property, and the CONSULTANT shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the TOWN up through the date of termination. Under no circumstances shall TOWN make payment of profit for services which have not been performed.

3.3 TERMINATION - For Cause - This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the CONSULTANT abandons this Agreement or causes it to be terminated by the TOWN, the CONSULTANT shall indemnify the TOWN against loss pertaining to this termination. In the event that the CONSULTANT is terminated by the TOWN for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.2 and the provisions of Section 3.2 shall apply.

3.4 EFFECT ON PROJECT AGREEMENT - Nothing in this section shall be construed to create a right by either party to terminate any ongoing Project Agreement(s). Termination of a Project Agreement shall be exclusively through the termination provisions of the specific Project Agreement.

SECTION 4. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

4.1 Changes Permitted. Changes in the Scope of Services of a Project Agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the TOWN by Change Order without invalidating the Project Agreement.

4.2 Change Order Defined. Change Order shall mean a written order to the CONSULTANT executed by the TOWN, issued after execution of a Project Agreement, authorizing and directing a change in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and/or the Contract Time may be changed only by Change Order.

4.3 Effect of Executed Change Order. The execution of a Change Order by the TOWN and the CONSULTANT shall constitute conclusive evidence of the CONSULTANT's agreement to the ordered changes in the Scope of Services, the Contract Price and/or the Contract Time. The CONSULTANT, by executing the Change Order, waives and forever releases any claim against the TOWN for additional time or compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order.

4.4 Authority to Execute Changes or Requests for Additional Services. The Town Manager is authorized to negotiate and execute Change Orders, in an amount not to exceed \$10,000 per change. Changes, which exceed \$10,000, shall be approved by the TOWN Council.

SECTION 5. SURVIVAL OF PROVISIONS

Any terms or conditions of either this Agreement or any subsequent Project Agreement that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

SECTION 6. TOWN'S RESPONSIBILITIES

6.1 Assist CONSULTANT by placing at its disposal all available information as may be requested in writing by the CONSULTANT and allow reasonable access to all pertinent information relating to the services to be performed by CONSULTANT.

6.2 Furnish to CONSULTANT, at the CONSULTANT'S request, all existing studies, reports and other available data pertinent to the services to be provided by CONSULTANT.

6.3 Arrange for access to and make all provisions for CONSULTANT to enter upon public property as required for CONSULTANT to perform services.

SECTION 7. CODE OF ETHICS

7.1 The code of ethics of the Board of Professional Engineers shall be incorporated in this Agreement by this reference.

SECTION 8. POLICY OF NON-DISCRIMINATION

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.

SECTION 9. OWNERSHIP OF DOCUMENTS/DELIVERABLES

9.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the TOWN or furnished by CONSULTANT pursuant to this or any Project Agreement shall become the property of the TOWN, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to TOWN within ten (10) calendar days after receipt of written notice requesting delivery of said documents. The CONSULTANT shall have the right to keep one record set of the documents upon completion of the Project, however, in no event shall the CONSULTANT use, or permit to be used, any of the documents without the TOWN'S prior written authorization. Any reuse of such documents by the CONSULTANT without the written verification or adaptation by the TOWN for the specific purpose intended will be at the CONSULTANT'S sole risk.

9.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, or other data, entered into by the CONSULTANT for a Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the TOWN.

9.3 All final plans and documents prepared by the CONSULTANT shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida.

SECTION 10. RECORDS/AUDITS

10.1 CONSULTANT shall maintain and require subconsultants to maintain complete and correct records, books, documents, papers and accounts pertaining to work performed in connection with this Agreement. Such records, books, documents, papers and accounts shall and be available at all reasonable times for examination and audit by TOWN or any authorized TOWN representative with reasonable notice and shall be kept for a period of three (3) years after the completion of each project to be performed pursuant to this Agreement. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the TOWN of any fees or expenses based upon such entries.

10.2 Refusal of the CONSULTANT to comply with the provisions of Section 10.1 shall be grounds for immediate termination for cause by the TOWN of this Agreement or any Project Agreement.

SECTION 11. NO CONTINGENT FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the

CONSULTANT violates this provision, TOWN shall have the right to terminate this Agreement or any Project Agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 12. INDEPENDENT CONTRACTOR

The CONSULTANT is an independent contractor under this Agreement. Personal services provided by the CONSULTANT shall be by employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the CONSULTANT.

SECTION 13. ASSIGNMENT; AMENDMENTS

13.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of TOWN.

13.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 14. INDEMNIFICATION/HOLD HARMLESS

14.1 CONSULTANT shall indemnify and hold harmless the TOWN, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement and any Project Agreement."

14.2 The CONSULTANT acknowledges that specific consideration has been paid or will be paid under this and each Project Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 15, Insurance.

SECTION 15. INSURANCE

The CONSULTANT shall secure and maintain throughout the duration of this and any Project Agreement, insurance of such type and in such amounts as may be necessary to protect its interests and the interests of the TOWN against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the TOWN, its officials, employees and volunteers. Any insurance maintained by the TOWN shall be in excess of the CONSULTANT's insurance and shall not contribute to the CONSULTANT's insurance. The insurance coverages shall include a minimum of:

15.1 Workers' Compensation and Employer's Liability Insurance: Coverage to apply for all employees for Statutory Limits as required by applicable State and Federal laws. The policy(ies) must

include Employer's Liability with minimum limits of \$100,000 each accident.

15.2 Comprehensive Automobile and Vehicle Liability Insurance. This insurance shall be written in comprehensive form and shall protect the CONSULTANT and the TOWN against claims for injuries to members of the public and/or damages to property of others arising from the CONSULTANT's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office.

15.3 Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the CONSULTANT and the TOWN against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONSULTANT or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

(a) Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: 1) Premises and/or Operations, 2) Independent contractors and Products and/or completed Operations, 3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(b) The TOWN is to be specifically included as an Additional Insured for the liability of the TOWN resulting from operations performed by or on behalf of CONSULTANT in performance of this or any Project Agreement. CONSULTANT's insurance, including that applicable to the TOWN as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the TOWN shall be in excess of and shall not contribute to CONSULTANT's insurance. CONSULTANT's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

15.4 Professional Liability. The CONSULTANT shall furnish professional liability insurance coverage in an amount not less than \$1,000,000 with a deductible of \$50,000, per claim. The CONSULTANT shall be responsible for maintaining this professional liability insurance for a minimum of five (5) years from the date of execution of each Project Agreement. Upon request of the TOWN, the CONSULTANT shall make available for inspection copies of any claims filed or made against the policy during the policy term. The Consultant shall additionally notify the TOWN, in writing, within thirty (30) calendar days of any claims filed or made against this policy in excess of \$250,000 during the policy term.

15.5 Certificate of Insurance. Prior to the execution of this Agreement and/or any Project Agreement, the CONSULTANT shall provide to the TOWN and to the TOWN'S Office of Risk Management, Certificates of Insurance evidencing the required insurance coverages. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this and any Project Agreement and shall state that such insurance is as required by this and any Project Agreement. The TOWN reserves the right to inspect a certified copy of such policies upon written request by the TOWN. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the TOWN before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

15.6 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The CONSULTANT shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

SECTION 16. REPRESENTATIVE OF TOWN AND CONSULTANT

16.1 TOWN Representative. It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager or his designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

16.2 CONSULTANT Representative. CONSULTANT shall inform the TOWN Representative, in writing, of the representative of CONSULTANT to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

SECTION 17. COSTS AND ATTORNEY'S FEES

If either the TOWN or CONSULTANT is required to enforce the terms of this Agreement or any Project Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED

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

SECTION 19. CONSULTANT'S RESPONSIBILITIES

19.1 The CONSULTANT shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this Agreement which as a matter of law are applicable to or which affect the procedures of the CONSULTANT.

19.2 The obligation of the CONSULTANT to comply with governmental requirements is provided for the purpose of assuring proper safeguards for the protection of person and property.

19.3 The CONSULTANT shall exercise the same degree of care, skill and diligence in the performance of the services as is ordinarily provided by a professional engineer under similar circumstances. If at any time during the term of any Project Agreement or the construction of the Project for which the CONSULTANT has provided professional engineering services under a prior Project Agreement, it is determined that the CONSULTANT's documents are incorrect, or fail to conform to the Scope of Services, upon written notification from the TOWN, the CONSULTANT shall immediately proceed to correct the work, re-perform services which fail to satisfy the foregoing standard of care as determined by the TOWN, and shall pay all costs and expenses associated with correcting said incorrect

work, including any additional testing, inspections, and construction and reimbursement to the TOWN for any other services and expenses made necessary thereby, save and except any costs and expenses which the TOWN would have otherwise paid absent the CONSULTANT's error or omission. The TOWN'S rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, the Project Agreement, by law, equity or otherwise.

19.4 The CONSULTANT's obligations under Section 19.3 shall survive termination of this or any Project Agreement.

19.5 Any and all drawings, plans, specifications, or other construction or contract documents prepared by the CONSULTANT shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations.

SECTION 20. SUBCONSULTANTS

20.1 In the event the CONSULTANT requires the services of any subconsultants/subcontractors or other professional associates in connection with services covered by this Agreement or any Project Agreement, the CONSULTANT must secure the prior written approval of the TOWN.

20.2 Any subcontract with a subcontractor or subconsultant shall afford to the CONSULTANT rights against the subcontractor or subconsultant which correspond to those rights afforded to the TOWN against the CONSULTANT herein, including but not limited to those rights of termination as set forth herein.

20.3 No reimbursement shall be made to the CONSULTANT for any subconsultants that have not been previously approved by the TOWN for use by the CONSULTANT.

SECTION 21. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

Marck J. Moshier, P.E.
KEITH & SCHNARS ENGINEERS
Executive Vice President
5835 Blue Lagoon Drive, Suite 303
Miami, FL 33126
Tel: 305-477-7667 Fax: 305-477-4474

Ronald Wasson
Town of Bay Harbor Islands
Town Hall
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

With Copy to:

SECTION 22. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. Each Project Agreement's contract price and any additions shall be adjusted to exclude any significant sums by which the TOWN determines the Project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Project Agreement.

SECTION 23. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to the Agreement. Venue of any action to enforce this Agreement shall be in Dade County, Florida.

SECTION 24. GOVERNING LAW

This Agreement shall be construed in accordance with the governed by the laws of the State of Florida.

SECTION 25. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 26. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 27. SEVERABILITY

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

the fullest extent permitted by law.

SECTION 28. COUNTERPARTS

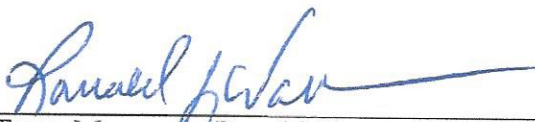
This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

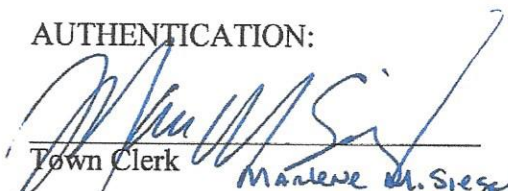
TOWN

BAY HARBOR ISLANDS, FLORIDA


By: 
Town Manager / Ronald Wasson

The 23 day of October, 2017.

AUTHENTICATION:

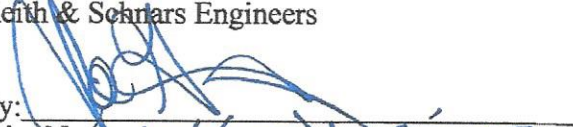

Town Clerk
(SEAL) Seal *Marlene M. Siegel*

APPROVED AS TO FORM


Asst Town Attorney *Frank C. Simone, Esq.*

CONSULTANT

Keith & Schnars Engineers

By: 
Print Name: JOSE (JOE) L. GOMEZ
Title: SR. VICE PRES. OF ENG'G

The 17th day of OCTOBER 2017.

AUTHENTICATE:


Secretary

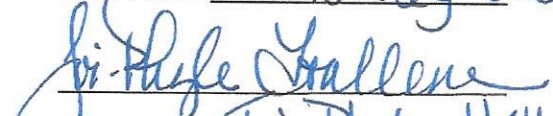
MARK J MOSHIER
Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:



Print Name: Kimberley Jackson



Print Name: Joi-Phyle Hallem

**WORK AUTHORIZATION PURSUANT TO THE
CONTINUING SERVICES AGREEMENT BETWEEN
THE TOWN OF BAY HARBOR ISLANDS
AND
KEITH & SCHNARS
(ASSIGNED TO KCI TECHNOLOGIES, INC.)
OCTOBER 23, 2017**

**TOWN OF BAY HARBOR ISLANDS
STORMWATER DEVELOPMENT IMPACT FEE ANALYSIS**

The purpose of this Agreement is to outline the scope of services to be provided by KCI Technologies, Inc., (CONSULTANT) and accepted by the Town of Bay Harbor Islands (TOWN), and to establish the contractual conditions between the CONSULTANT and the TOWN with respect to the proposed services under the above referenced existing agreement between the Town of Bay Harbor Islands (TOWN) and KCI Technologies, Inc. (CONSULTANT), executed on 10/23/17. The services include providing professional engineering services to assist the TOWN in the Stormwater Development Impact Fee Analysis and Development.

INTRODUCTION

The TOWN desires to have CONSULTANT provide professional services to assist the TOWN by providing a Stormwater Development Impact Fee Analysis and updating the TOWN's current Stormwater Development Impact Fee structure. The CONSULTANT prepared the Town of Bay Harbor Islands "Town-wide Stormwater Master Plan" in April, 2022. The TOWN has requested that the CONSULTANT, as part of this agreement's scope of services, prepare opinion of costs for the Stormwater Capital Improvement Projects based on 2025 costs, as a basis for developing the updated impact fee structure.

SCOPE OF SERVICES

The scope of work, fees and schedule herein, as requested by the TOWN are to be based, in part, on information contained in the "Town-wide Stormwater Master Plan" Volumes I, II and III.

Task 1: Data Collection/ Review Documents/Modeling

CONSULTANT will perform data collection services by researching existing permits, as-builts, modeling results, GIS, planning and zoning docs, reports, master plans and any other pertinent documents available and/or provided by the TOWN.

Lump Sum Fee for this task shall be\$3,550.00

Task 2: Review the April, 2022 “Town-wide Stormwater Master Plan” and Coordination with Town and Stakeholders

- 2.1 CONSULTANT shall review, in depth, the 2022 Master Plan and the findings and recommendations for implementing stormwater Capital Improvement Projects and opinions of costs for relevance with the Town’s current goals and objectives. **A summary report** will be provided to the Town and stakeholders. Coordination with the Town and the CONSULTANTS team will be performed and any necessary adjustments will be made that will impact the projected costs of stormwater improvements implementation. Adjustments will be made to develop the baseline for proceeding with updating costs to 2025 dollars for input into the approved impact fee methodology.
- 2.2 CONSULTANT shall coordinate with their team as identified in Task 3 and develop a summary of **updated opinions of cost** to implement the 2026 CIP program.

Lump sum fee for the above task\$20,360.00

Task 3: Impact Fee Methodology Consultation Services

- 3.1 Review compliance with the Florida Impact Fee Act (F.S. 163.31801), including legal requirements and recent updates. **An assessment report of legal process to follow** in developing compliant impact fees will be provided.
- 3.2 Identify underlying assumptions in the current impact fee methodology, including data sources, transparency, and proportionality of fee allocation.
- 3.3 Analyze the completeness, accuracy, and recency of current capital improvement plans and stormwater infrastructure projects.
- 3.4 Assess historical changes to the fee model, verifying all updates for statutory compliance and Town-specific mandates.
- 3.5 Evaluate adopted methodologies for transparent data documentation, including the basis for cost estimates and allocation formulas.
- 3.6 Assess how planned and future capital projects have been incorporated into projected fee schedules.
- 3.7 Validate population, land use, and development data used in developing current fees for accuracy and current relevance.
- 3.8 Review restrictions or limitations imposed on fee usage, ensuring they align with statutory requirements and Town objectives.
- 3.9 Examine all planned and ongoing regulatory changes affecting stormwater management, cost recovery, and fee structure.
- 3.10 Seek input from stakeholders, municipal officials, and the public to ensure the methodology addresses community priorities and fairness.
- 3.11 Analyze the Town's current and future development pipeline to determine adequacy of current impact fee structure.
- 3.12 Identify new or emerging stormwater challenges requiring updated cost components.
- 3.13 Review prior analyses and consultant reports for consistency, objectivity, and compliance with best practices.
- 3.14 Summarize findings and provide a **prioritized action list for updating the methodology** and supporting transparent, equitable fee schedules for Town review.

Lump sum fee for the above task\$15,700.00

Task 4: Related Coordination Meetings

4.1 CONSULTANT shall attend team meetings required to review the work tasks associated with the above related Tasks. CONSULTANT shall also attend requested meetings with the TOWN’s designated Project Manager.

CONSULTANT team shall attend up to nine (9) virtual Teams/Zoom meetings, i.e., one (1) per week for the 9-week project duration.

Lump Fee for this task shall be.....\$5,850.00

Task 5: Summary of Findings

CONSULTANT shall report findings, throughout the process, of the following as noted in the above task assignments.

1. Summary report of findings and recommendations from the 2022 Master Plan...Task 2.1
2. Updated opinions of cost...Task 2.2
3. Assessment report of legal process to follow...Task 3.1
4. Prioritized action list for updating methodology for TOWN’S review ..Task 3.14

Lump Fee for this task shall be.....\$4,250.00

Task 6: Impact Fee Schedule Structure

CONSULTANT shall prepare a draft report of impact fee schedule structure for TOWN’S staff to review and comment. CONSULTANT will implement pertinent/applicable comments into a Final Report for formal presentation to the TOWN.

Lump Fee for this task shall be.....\$3,270.00

Estimated Direct Expenses.....\$1,000.00

TOTAL LUMP SUM FEE.....\$56,880.00

SCHEDULE

Once a PO has been issued, the CONSULTANT shall commence work on the project. CONSULTANT anticipates commencing work within three (3) days from the receipt of the fully executed Purchase Order and completing the above prescribed work, i.e., Task descriptions 1 thru 6 of the Scope of Work above, within 9 weeks from the receipt of the Official Notice To Proceed.

COMPENSATION

CONSULTANT shall invoice the TOWN for services rendered under this Agreement on a lump sum basis and in accordance with the terms and conditions of the Agreement for Professional Services between the Town of Bay Harbor Islands and KCI Technologies, Inc. dated 10/23/17. Fee breakdown by tasks has been provided only for rough estimate/review of effort of the CONSULTANT utilized in developing the lump sum

amounts. Invoicing will be submitted each month based on percent complete for each of the tasks noted in this agreement.

| Stormwater Development Impact Fee Analysis And Update Impact Fee Structure - Fee Breakdown | | | | | |
|---|--|-------|-------|-----------|-----------------|
| | | | | | |
| Task 1 | Data Collection / Review Docs, Modeling | | | | |
| | Rate | Hrs/W | Weeks | Total Hrs | Amount |
| KCI Technologies -Prime | | | | | |
| Project Manager | \$210 | 8 | 1 | 8 | \$1,680 |
| Engineer, E.I. | \$140 | 12 | 1 | 12 | \$1,680 |
| Clerical | \$95 | 2 | 1 | 2 | \$190 |
| | | | | | \$3,550 |
| | | | | | |
| Task 2 | Review 2022 SWM Master Plan and Coord. | | | | |
| | Rate | Hrs/W | Weeks | Total Hrs | Amount |
| KCI Technologies -Prime | | | | | |
| Project Manager | \$210 | 20 | 2 | 40 | \$8,400 |
| Engineer, E.I. | \$140 | 40 | 2 | 80 | \$11,200 |
| Clerical | \$95 | 4 | 2 | 8 | \$760 |
| | | | | | \$20,360 |
| | | | | | |
| Task 3 | Impact Fee and Methodology Consultation | | | | |
| | Rate | Hrs/W | Weeks | Total Hrs | Amount |
| KCI Technologies -Prime | | | | | |
| Project Manager | \$210 | 1 | 4 | 4 | \$840 |
| Engineer, E.I. | \$140 | 3 | 4 | 12 | \$1,680 |
| Clerical | \$95 | 1 | 4 | 4 | \$380 |
| | | | | | \$2,900 |
| | | | | | |
| | Rate | Hrs/W | Weeks | Total Hrs | Amount |
| GMS -Specialty Sub-Consultant | | | | | |
| Methodology Consultant | \$175 | 6 | 4 | 24 | \$4,200 |
| Accountant | \$125 | 16 | 4 | 64 | \$8,000 |
| Clerical | \$75 | 2 | 4 | 8 | \$600 |
| | | | | | \$12,800 |
| | | | | | \$15,700 |

| | | | | | |
|--------------------------------------|--------------------------------------|---------|-------|-----------|-----------------|
| | | | | | |
| Task 4 | Related Coordination Meetings | | | | |
| | Rate | Hrs/Mtg | Mtgs | Total Hrs | Amount |
| KCI Technologies -Prime | | | | | |
| Project Manager | \$210 | 1 | 9 | 9 | \$1,890 |
| Engineer, E.I. | \$140 | 1 | 9 | 9 | \$1,260 |
| Clerical | \$95 | 0 | 9 | 0 | \$0 |
| | | | | | \$3,150 |
| GMS -Specialty Sub-Consultant | | | | | |
| Methodology Consultant | \$175 | 1 | 9 | 9 | \$1,575 |
| Accountant | \$125 | 1 | 9 | 9 | \$1,125 |
| Clerical | \$75 | 0 | 9 | 0 | \$0 |
| | | | | | \$2,700 |
| | | | | | \$5,850 |
| | | | | | |
| Task 5 | Summary of Findings | | | | |
| | Rate | Hrs/W | Weeks | Total Hrs | Amount |
| KCI Technologies -Prime | | | | | |
| Project Manager | \$210 | 6 | 1 | 6 | \$1,260 |
| Engineer, E.I. | \$140 | 20 | 1 | 20 | \$2,800 |
| Clerical | \$95 | 2 | 1 | 2 | \$190 |
| | | | | | \$4,250 |
| | | | | | |
| Task 6 | Impact Fee Schedule Structure | | | | |
| | Rate | Hrs/W | Weeks | Total Hrs | Amount |
| KCI Technologies -Prime | | | | | |
| Project Manager | \$210 | 4 | 1 | 4 | \$840 |
| Engineer, E.I. | \$140 | 16 | 1 | 16 | \$2,240 |
| Clerical | \$95 | 2 | 1 | 2 | \$190 |
| | | | | | \$3,270 |
| | | | | | |
| Estimated Direct Expenses | | | | | \$1,000 |
| | | | | | |
| TOTAL LUMP SUM FEE | | | | | \$56,880 |
| | | | | | |
| Timeline | | | | | 9 Weeks |

ASSUMPTIONS, EXCLUSIONS AND CAVEATS

1. If assistance other than that described in the above Scope of Services is necessary, a contract amendment/supplemental agreement for the additional services will be provided.
2. TOWN to respond to any document review/inquiries within 2-5 business days to maintain the anticipated 9 week project timeline.
3. Subsequent to completion of tasks identified in this agreement, if the TOWN would like to pursue alternative funding mechanisms the CONSULTANT team can provide such additional services upon request by the TOWN.

THE TOWN'S ASSISTANCE

The TOWN shall assist the CONSULTANT with the following items in order to expedite the completion of the project in an effective manner.

- A. Provide detailed plans of the existing stormwater facilities, record drawings and other pertinent documents, if available.
- B. Current Stormwater Impact Fee structure
- C. Provide any stormwater permits
- D. Provide copies of any previous pertinent reports
- E. Provide any master plans or city-wide modeling results, GIS of stormwater systems, proposed zoning impacting the existing and proposed stormwater infrastructure

In Witness of the foregoing, the parties have set their hands and seals this ____ day of _____ 202_..

CONSULTANT

KCI Technologies, Inc.
a Delaware Corporation

By: _____
Brian Wilkes
Practice Leader-Civil / Land Development

TOWN OF BAY HARBOR ISLANDS

a Municipal Corporation of
the State of Florida

By: _____
Responsible Entity



ITEM 5

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

| | |
|-----------------|--|
| TO: | Mayor and Town Council Members |
| THRU: | Lindsley Noel, Town Manager Evelyn Herbello, Town Clerk |
| CC: | Morris (Skip) Miller, Esq., Consultant Town Attorney |
| FROM: | Lorrainia Belle Town Planner |
| DATE: | February 11, 2026 |
| SUBJECT: | Town of Bay Harbor Islands – Proposed Update to the Town’s Building, Planning, and Zoning Fee Schedules. |

RECOMMENDATION

Town Council discretion to approve the attached ordinance amending Chapter ___ of the Town Code to update the fee schedules for Building, Planning, and Zoning permits and applications to reflect current market rates and ensure full cost recovery for Town services.

BACKGROUND

The Town’s current fee schedules for Building, Planning, and Zoning services have not been comprehensively updated in several years. A comparative analysis with six surrounding municipalities (North Miami, Bal Harbour, Surfside, Sunny Isles Beach, Miami Beach, and North Miami Beach) confirms that Bay Harbor Islands’ fees are significantly below regional averages. This undervaluation results in a substantial subsidy of private development by Town taxpayers and limits the Town’s ability to recover the full cost of staff time, technical review, and administrative processing required for these services.

In response, staff has conducted a detailed fee analysis to establish a modern, competitive, and justifiable fee structure. The proposed updates are based on two primary documents:

1. **A Planning & Zoning Fee Comparison Chart**, which benchmarks major application types against peer municipalities and recommends adjusted fees.

2. **A Building & Operational Fee Schedule**, which establishes clear, best-practice fees for a wide range of building permits, inspections, and administrative services that are currently underpriced or not explicitly defined.

ANALYSIS

The analysis reveals that Bay Harbor Islands' current fees are consistently among the lowest in the region, creating an imbalance between service cost and revenue. The proposed increases are not arbitrary but are strategically aligned with the average fees of comparable municipalities and are justified by the following principles:

1. **Cost Recovery:** The new fees are designed to cover the full expense of plan review, inspection, professional consultation, and administrative overhead.
2. **Market Alignment:** The proposed Planning & Zoning fees bring the Town in line with the regional market. For example, the fee for a Major Site Plan Review is recommended to increase from \$350 to \$15,500+, aligning with the peer average of \$3,600+ and the high-value review such an application requires.
3. **Completeness and Clarity:** The new Building Fee Schedule introduces fees for dozens of specific services (e.g., Reinspections, After-Hours Inspections, Administrative Modifications, TCO issuance) that are standard in other jurisdictions but not currently codified in BHI, ensuring transparency and consistent application.
4. **Incentivizing Compliance:** Penalty fees for work without permits have been increased (e.g., triple permit fee + \$2,500 penalty) to strongly deter non-compliance and ensure public safety.

The attached ordinance integrates these two fee schedules into the Town Code, providing a clear, enforceable, and equitable framework for assessing fees related to development and construction.

CONCLUSION

Updating the fee schedules is a necessary step toward fiscal responsibility and equitable cost allocation. The proposed fees ensure that the users of Planning, Zoning, and Building services not the general taxpayer pay the cost of those services. This update will provide the Town with the resources needed to maintain high-quality review, efficient service, and effective code enforcement.

FINANCIAL ANALYSIS

GL Line Item Number: Various (Revenue accounts for Building, Planning, and Zoning)

Total Amount Budgeted: Subject to annual budget process.

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

1. Resolution
2. Supporting Documentation: Comprehensive Fee Comparison Chart & Recommended Building Fee Schedule.

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ADOPTING UPDATED FEE SCHEDULES FOR BUILDING, PLANNING, AND ZONING SERVICES AND APPLICATIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR THE REPEAL OF CONFLICTING FEE SCHEDULES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands is committed to providing efficient, high-quality review and inspection services for development, construction, and land use applications; and

WHEREAS, the cost of providing these services, including professional staff time, technical review, administrative processing, and enforcement, should be borne by the users of these services to ensure fiscal responsibility and equitable cost allocation; and

WHEREAS, the Town’s current fee schedules for Building, Planning, and Zoning services have not been comprehensively updated in several years and no longer reflect the full cost of service delivery; and

WHEREAS, a detailed comparative analysis with the municipalities of North Miami, Bal Harbour, Surfside, Sunny Isles Beach, Miami Beach, and North Miami Beach has demonstrated that the Town’s fees are significantly below regional market rates; and

WHEREAS, the Town’s Planning and Building Departments have prepared a Comprehensive Fee Comparison Chart and a Recommended Building Fee Schedule

26 based on best practices and peer municipality benchmarks to establish a modern,
27 competitive, and justifiable fee structure; and

28 **WHEREAS**, the Town Council finds that updating these fee schedules is
29 necessary to ensure full cost recovery, maintain appropriate service levels, promote
30 transparency, and align the Town’s practices with those of comparable jurisdictions in
31 South Florida;

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

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

36 **Section 2. Adoption of Updated Fee Schedules.** The attached **Exhibit**
37 **A** (Comprehensive Planning & Zoning Fee Schedule) and **Exhibit B** (Building &
38 Operational Fee Schedule), which are incorporated by reference as if fully set forth herein,
39 are hereby adopted as the official fee schedules for the Town of Bay Harbor Islands.

40 **Section 3. Repeal of Conflicting Provisions.** All prior resolutions, ordinances, or
41 sections of the Town Code establishing fees for services listed in Exhibits A and B are
42 hereby repealed to the extent they are in conflict with this Resolution.

43 **Section 4. Effective Date.** The fees established in this Resolution shall become
44 effective for all applications submitted on or after **February 11, 2026**.

45 **Section 5. Severability.** If any section, subsection, sentence, clause, phrase, or
46 portion of this Resolution is held invalid or unconstitutional by any court of competent
47 jurisdiction, such portion shall be deemed a separate provision and such invalidity shall
48 not affect the validity of the remaining portions of this Resolution.

49 **Section 6. Conflict.** The Town Manager is hereby authorized to do all things
50 necessary to carry out the aims of this Resolution.

51

PASSED AND ADOPTED THIS 11TH DAY OF FEBRUARY, 2026.

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Motion By: _____
Second By: _____

FINAL 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.

| Fee Item | Recommended BHI Fee Schedule (Best Practice) | Reference / Basis for Recommended Fee |
|---|---|--|
| Addition/Alteration to Existing Structure | Minimum \$250.00 or 3% of construction value | Based on Miami Beach, Aventura, and Fort Lauderdale using 2.5–3% valuation with higher minimums for cost recovery. |
| Roll-off Waste Container | \$150.00 per container | Aligned with Sunny Isles Beach and Miami Beach right-of-way container permit fees. |
| Demolition – Single Family | \$1,500.00 | Miami Beach and Bal Harbour demolition permit minimums for SF structures. |
| Demolition – Multi-Family/Commercial | \$5,000.00 | Miami Beach and Aventura commercial demolition base fees. |
| Sign Permit – Minimum Sign Fee | \$150.00 | Surfside and Miami Beach minimum sign permit fees. |
| 40-Year Recertification Review | \$500.00 initial review | Miami-Dade benchmarked fee; similar to Surfside and Bal Harbour recertification review charges. |
| Structural (hourly review) | \$150.00 per hour | Miami Beach, Sunny Isles, and Fort Lauderdale hourly professional review rates. |
| Plan Review Revisions (per page) – Residential | \$50.00 per page | Miami Beach and Sunny Isles per-sheet resubmittal charges. |
| Plan Review Revisions (per page) – Commercial | \$75.00 per page | Miami Beach commercial resubmittal review pricing. |
| Plumbing/Gas – Minimum per permit | \$250.00 minimum or 5% of sub-trade value | Miami Beach and Aventura sub-trade minimums with percentage of valuation. |
| Reinspection Fee – 2nd Reinspection | \$150.00 | Miami Beach and Surfside standard reinspection fees. |
| Reinspection Fee – 3rd Reinspection | \$300.00 | Escalated enforcement fees used by Miami Beach and Bal Harbour. |
| Special Inspections/Meetings/Conferences | \$75.00 per half-hour or fraction | Miami Beach hourly/half-hour meeting and inspection rates. |
| Certificate of Use & Occupancy | \$750.00 | Sunny Isles Beach and Miami Beach CO/TCO processing fees. |
| Scanning – Sheets 11x17 or smaller | \$5.00 per sheet | Miami Beach digital scanning/document handling fees. |
| Scanning – Sheets larger than 11x17 | \$8.00 per sheet | Miami Beach large-format document processing fees. |
| Digitized 'Job Copy' – Sheets 11x17 or smaller | \$5.00 per sheet | Miami Beach electronic record reproduction costs. |
| Digitized 'Job Copy' – Sheets larger than 11x17 | \$8.00 per sheet | Miami Beach large-format electronic reproduction fees. |
| CD Burning / USB | \$25.00 | Sunny Isles and Bal Harbour digital media processing fees. |
| Permit Extension Request – 180 days | \$300.00 or 50% of original permit fee (whichever is greater) | Bal Harbour and Miami Beach permit extension fee benchmarks. |
| Sewer Allocation Letters | \$75.00 | Surfside and Miami-Dade utility allocation administrative fees. |
| Construction Trailer | \$500.00 | Miami Beach and Sunny Isles temporary construction structure permits. |
| Construction Trailer Renewal | \$500.00 per six months | Miami Beach recurring temporary structure renewal fees. |
| Use of Right-of-Way – Permit/Bond | \$300.00 or 1% of job cost (cap \$50,000) | Miami Beach ROW use permits with percentage-based valuation caps. |
| New Construction Zoning Inspection | Single-Family \$1,000 / Multi-Family & Commercial \$5,000 | Bal Harbour and Sunny Isles zoning inspection flat fees. |
| Zoning Plan Review | \$150.00 per hour | Miami Beach and Fort Lauderdale hourly zoning review charges. |
| Work Without Permits – After-the-Fact Permit | Triple permit fee + \$2,500.00 penalty | Miami Beach and Surfside penalty multipliers for unpermitted work. |
| Administrative Modification / Minor Revision (NEW) | \$250.00 per request | Miami Beach and Aventura administrative modification review fees. |
| Change of Contractor / Owner (NEW) | \$200.00 | Miami Beach change-of-contractor administrative fee. |
| Expired Permit Reinstatement (NEW) | \$400.00 | Sunny Isles and Miami Beach expired permit reinstatement fees. |
| Stop Work Order Reinspection (NEW) | \$500.00 | Miami Beach enforcement reinspection and compliance fees. |
| Temporary Certificate of Occupancy (TCO) (NEW) | \$500.00 per issuance | Sunny Isles Beach and Miami Beach TCO issuance fees. |
| Partial CO / Phased CO (NEW) | \$750.00 per request | Miami Beach phased occupancy processing fees. |
| Unsafe Structure Inspection (NEW) | \$300.00 per inspection | Miami Beach and Fort Lauderdale unsafe structure inspection charges. |
| Unsafe Structure Reinspection (NEW) | \$500.00 per reinspection | Escalated enforcement reinspection fees used by Miami Beach. |
| Special Magistrate / Code Compliance Inspection (NEW) | \$400.00 | Miami Beach code compliance inspection recovery fees. |
| After-Hours / Weekend Inspection (NEW) | \$300.00 per inspection | Sunny Isles and Miami Beach premium inspection service fees. |
| Processing Fee (Non-Refundable) | \$100.00 minimum or \$10 per \$1,000 job cost | Derived from Miami Beach and Surfside up-front processing fees; adjusted for staff intake cost. |
| Technology Fee | 10% of permit fee | Matches existing BHI methodology and Miami Beach technology surcharge. |
| Notice of Commencement Processing | \$25.00 | Consistent with Surfside and Bal Harbour administrative processing fees. |
| Occupancy Without Certificate of Occupancy | \$500.00 per day plus double CO fee | Escalated enforcement fee consistent with Miami Beach and Sunny Isles penalties. |
| Change of Contractor | \$200.00 | Miami Beach and Bal Harbour contractor change administrative fees. |
| Lost Plan Replacement | \$10.00 per page | Miami Beach large-format document replacement costs. |
| Permit Card Replacement | \$10.00 | Standard administrative replacement fee across South Florida municipalities. |
| Stop Work Order Reinspection | \$500.00 | Miami Beach stop-work enforcement reinspection recovery fee. |
| Portable Storage Unit Permit | \$75.00 (14 days) | Sunny Isles and Surfside temporary storage permit fees. |
| Dumpster Placement in Right-of-Way | \$150.00 | Miami Beach and Sunny Isles ROW dumpster placement permits. |
| Credit Card Processing Fee | \$2.50 per transaction | Typical third-party merchant processing cost recovery. |
| Returned Check Fee | \$50.00 | Finance department standard returned check fee benchmark. |
| DRC Processing fee | \$3000 plus closet | Current fee |
| Site Plan Review (Major) Commercial/ Multi-family/ Mixed Used | \$15,000 | the average fee from Sunny Isles Beach, Bal Harbour and Surfside |
| Site Plan Review (Minor) Commercial/ Multi-family/ Mixed Used | \$7,500 | the average fee from Sunny Isles Beach, Bal Harbour and Surfside |
| Variance (Residential SF) | \$8,000 plus \$500 additional | the average fee from Sunny Isles Beach, Bal Harbour and Surfside |
| Variance (Commercial) | 15000 plus \$ 1,000 additional | the average fee from Sunny Isles Beach, Bal Harbour and Surfside |
| Special Use Approval in the B-1 Zone | \$25,000 | the average fee from Sunny Isles Beach, Bal Harbour and Surfside |
| Special Exception/approval | \$10,000 | the average fee from Sunny Isles Beach, Bal Harbour and Surfside |
| Rezoning | \$10,000 | the average fee from Sunny Isles Beach, Bal Harbour and Surfside |
| PUD | \$20,000 | the average fee from Sunny Isles Beach, Bal Harbour and Surfside |
| Comprehensive Plan Amendment | \$15,000 | Planning & Zoning Department Fee Schedule |
| Zoning Verification Letter | \$1,000 | Surfside fee |
| Zoning Map Amendment | \$7,500 | the average fee from Sunny Isles Beach, Bal Harbour and Surfside |

RESOLUTION NO. ~~2235~~
 BUILDING DEPARTMENT-PERMIT FEE SCHEDULE
 AMENDED AS OF FEBRUARY 11, 202~~2~~6

| <p>Master building permit fees will be based on the estimated cost of construction including all systems. For the purpose of determining the cost of construction and / or building estimated costs, a verified contract figure including all systems may be used to determine the construction value or the estimated construction cost computed per the latest edition of R.S. Means Square Foot Costs, as published by R.S. Means Co., Inc., whichever is greater. The estimated construction value will then be used to determine the master permit fee.</p> | <p>Separate sub-trade values, Electrical, Plumbing, Mechanical) shall be based on a verifiable contract amount or the estimated construction cost of work as calculated by the latest issue of R.S. Means Square Foot Costs, as published by R.S. Means Co, Inc. whichever is greater.</p> |
|--|--|
| DESCRIPTION | FEE |
| <p>PROCESSING FEE</p> <p>UP FRONT PROCESSING FEES -(NON-REFUNDABLE)</p> <p>UP-FRONT FEE IS REQUIRED AT THE TIME OF PERMIT APPLICATION, THIS FEE IS REQUIRED FOR RESIDENTIAL AND COMMERCIAL PERMITS.</p> | <p>\$25100.00 MIN. \$5,001 OR MORE \$510/\$1,000 - JOB COST</p> <p>SINGLE FAMILY - \$250.00 MULTI FAMILY / COMMERCIAL - \$1,000.00 30% OF PERMIT FEE</p> |
| <p>BUILDING PERMITS</p> <p>NEW CONSTRUCTION</p> <p>ADDITION AND OR ALTERATION TO EXISTING STRUCTURE</p> | <p>\$150.00 MINIMUM OR 3% OF JOB COST **COPY OF CONTRACT REQUIRED</p> <p>\$150.00 MINIMUM OR 2% OF JOB COST **COPY OF CONTRACT REQUIRED</p> |
| <p>ROLL-OFF WASTE CONTAINER</p> | <p>\$6150.00/CONTAINER</p> |
| <p>DEMOLITION OF BUILDINGS</p> <p>SINGLE FAMILY</p> <p>MULTI FAMILY / COMMERCIAL</p> | <p>\$1500.00 \$4,500.00 <u>5,000</u></p> |
| <p>PRIMARY SIGN</p> <p>WINDOW / DOOR SIGN</p> <p>TOW AWAY / NO TRESPASSING / CONTRACTOR SIGN 2X3</p> <p>REAL ESTATE SIGN</p> <p>PRE-CONSTRUCTION SIGN 25 SQ. FT – SECTION 17-5 (B)</p> | <p>\$150.00</p> <p>\$35.00</p> <p>\$25.00 RESIDENTIAL / \$50.00 COMMERCIAL</p> <p>\$1,500.00 + RENEWAL FEE - \$250 PER SIX MONTHS</p> |
| <p>REVIEW OF 40- YEAR RE-CERTIFICATION</p> <p>STRUCTURAL PLAN REVIEW</p> <p>CIVL PLAN REVIEW</p> | <p>\$250.00 <u>500.00</u> initial review plus \$250.00 <u>per revision</u></p> <p>\$400<u>150</u>.00 PER HOUR</p> <p>\$105.00 PER HOUR</p> |

| | |
|---|---|
| CERTIFICATES OF USE AND OCCUPANCY. PERMANENT USE AND OCCUPANCY CERTIFICATES SHALL REMAIN VALID FOR AN UNLIMITED TIME, UNLESS REVOKED FOR CAUSE OR ABANDONED AND PROVIDING THERE IS NO CHANGE OF USE, OWNERSHIP, OR NAME, OR THAT THERE IS NO ENLARGEMENT. | \$107 50.00 |
| <u>NOTICE OF COMMENCEMENT RECORDING</u> | <u>\$25.00</u> |
| NOTICE OF COMMENCEMENT FORM FEE | \$5.00 |
| <u>TEMPORARY CERTIFICATE OF OCCUPANCY (TCO)</u> | <u>\$500.00 PER ISSUANCE</u> |
| <u>PARTIAL CO/ PHASED CO</u> | <u>\$750.00 PER REQUEST</u> |
| <u>ZONING TCO PER-INSPECTION</u> | <u>\$200.00 PER HOUR</u> |
| OCCUPANCY WITHOUT C.O... PER DAY | \$250 500.00/DAY PLUS DOUBLE C.O. FEE |
| DUMPSTER BOND (REFUNDABLE) – MAY BE USED TO REMOVE DUMPSTER DURING STORM WARNINGS. | \$250.00 POSTING OF CONSTRUCTION BONDS – FOR DAMAGE TO SIDEWALKS, PARKWAYS, PARKWAY TREES AND SHRUBS, STREET PAVEMENT OR OTHER MUNICIPAL OR PRIVATE PROPERTY. |
| MARKING OF BFE (MECHANICAL EQUIPMENT) | \$25.00 |
| ALL INSPECTIONS MUST BE REQUESTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA BUILDING CODE. FINAL INSPECTIONS ARE TO BE CALLED IN WITHIN 30 DAYS OF COMPLETION OF THE WORK ANY DAMAGE TO TOWN PROPERTY MUST BE CORRECTED TO THE SATISFACTION OF THE TOWN. FAILURE TO COMPLY WITH THESE AND/OR AND OTHER REQUIREMENTS MAY RESULT IN FORFEITURE OF THE BOND. TO BE DETERMINED BY THE BUILDING OFFICIAL OR TOWN MANAGER. INITIAL BOND WILL NOT EXCEED \$5,000.00 | FAILURE TO COMPLY WITH THESE AND/OR AND OTHER REQUIREMENTS MAY RESULT IN FORFEITURE OF THE BOND. TO BE DETERMINED BY THE BUILDING OFFICIAL OR TOWN MANAGER. INITIAL BOND WILL NOT EXCEED \$5,000.00 <u>CONSTRUCTION VALUE</u> 1.00 1000.00 50.00 1001.00 5000.00 200.00 5001.00 10000.00 300.00 10001.00 20000.00 400.00 20001.00 50000.00 500.00 50001.00 100000.00 700.00 100001.00 TO 99999999.00 1000.00 |
| TECHNOLOGY FEE | 10% OF PERMIT FEE |
| SCANNING FEE SHEETS 11" x 17" OR SMALLER | \$25 .00 PER SHEET \$38 .00 PER SHEET |
| SHEETS LARGER THAN 11" X 17" | |
| DIGITIZED "JOB COPY" (PERMIT SET) SHEETS 11" X 17" OR SMALLER | \$25 .00 PER SHEET |
| SHEETS LARGER THAN 11" X 17" CD BURNING <u>OR USB OR Z FILE</u> | \$38 .00 PER SHEET \$625 .00 |
| 180 DAY EXTENSION REQUEST | \$75.00 300.00 OR 50% OF THE ORGINIAL |

| | <u>PERMIT FEE (WHICHEVER IS GREATER)</u> |
|---|---|
| SEWER ALLOCATION LETTERS | \$ <u>275</u> .00 |
| CONSTRUCTION TRAILER | \$ <u>2500</u> .00 RENEWAL FEE - \$ <u>2500</u> PER SIX MONTHS |
| USE OF RIGHT OF WAY – PERMIT BOND SECTION 18-1 | \$150.00 1 ½% OF JOB COST – NOT TO EXCEED \$20,000 |
| ZONING INSPECTIONS – NEW CONSTRUCTION | SINGLE FAMILY - \$ 500.00 <u>1,000</u> MULTI FAMILY / COMMERCIAL - \$ 3,000.00 <u>5,000</u> |
| ZONING PLAN REVIEW | \$ <u>1520</u> .00 PER HOUR |
| WORK WITHOUT PERMITS - AFTER THE FACT PERMIT | DOUBLE TRIPLE PERMIT FEE + \$ 1002,500.00 PENALTY FINE |
| PLANNING & ZONING INQUIRIES TO TOWN PLANNER | \$ <u>1250</u> PER HOUR |
| PLAN REVIEW AND INSPECTIONS PERFORMED BY PRIVATE PROVIDER | 20% Credit |
| PLAN REVIEW PERFORMED BY THE TOWN AND INSPECTIONS BY PRIVATE PROVIDER | 10% Credit |
| BTR / VACATION RENTAL / CHANGE OF USE INSPECTION | \$35.00 |
| BOARDING UP WINDOWS – SECTION 24-15(K) | \$1,000.00 |
| PORTABLE STORAGE UNIT – PSU 14 DAYS – SECTION 23-20(E) | \$35.00 |
| DUMPSTER PLACEMENT – PUBLIC RIGHT OF WAY | \$ <u>7150</u> .00 |
| DADE COUNTY SURCHARGE | .60¢ PER \$1,000 JOB COST |
| DBPR F.S. 468.631 | 1.5% OR \$2.00 MINIMUM |
| DBPR F.S. 553.721 | 1% OR \$2.00 MINIMUM |
| CREDIT CARD PROCESSING FEE | \$ <u>1.00</u> <u>2.5 %</u> PER TRANSACTION |
| RETURNED CHECK FEE | \$ <u>2530</u> .00 |
| WATER IMPACT FEES | \$250.00 RESIDENTIAL \$650.00 PER UNIT |
| SEWER IMPACT FEES | \$475.00 PER UNIT |
| PARK / RECREATION IMPACT FEES | \$1,715.64 PER UNIT |
| NEW WATER METER INSTALLATION | |
| 1 INCH WATER METER | \$243.58 |
| 1 ½ INCH WATER METER | \$381.69 |
| 2 INCH WATER METER | \$1,784.88 |
| 3 INCH WATER METER | \$2,224.64 |

| | |
|--|--|
| 4 INCH WATER METER | \$3,375.00 |
| DRC / DRB APPLICATION FEES – RESOLUTION #1140 | |
| PRE-DRC MEETING | \$3500.00 |
| DRC PRCOESSING FEE NEW SUBMITTAL | \$3,000.00 <u>PLUS COST</u> |
| <u>SITE PLAN REVIEW MAJOR</u> | <u>\$15,000</u> |
| <u>SITE PLAN REVIEW MINOR</u> | <u>\$7,500</u> |
| DRC RESUBMITTAL | \$3503,000.00 |
| <u>DRB APPLICATIN FEE MAJOR (NEW)</u> | -\$5,000 |
| <u>DRB APPLICATION FEE MINOR/ REVISION/ *ADDITION</u> | <u>\$2,500</u> |
| <u>*MUST BE LESS THAN 25% FOR A MINOR REVIEW</u> | |
| <u>DRB SPEACIAL/ WAVIER APPROVAL</u> | |
| <u>MULTI-FAMILY</u> | <u>\$10,000 PLUS \$1,000 PER REQUEST</u> |
| <u>SINGLE- FAMILY</u> | <u>\$5,000 PLUS \$500 PER REQUEST</u> |
| <u>MAXIMUM BUILDING LENGTH/ BREEZEWAY APPROVAL</u> | |
| <u>WATERFRONT LOTS</u> | <u>\$10,000 PLUS \$55/ 1,000 SQ. FT.</u> |
| <u>NONWATERFRONT LOTS</u> | <u>\$ PLUS \$35/ 1,000 SQ. FT</u> |
| <u>DRB APPEAL (REQUIRE TOWN COUNCIL REVIEW)</u> | <u>\$3,000</u> |
| <u>DRB SITE PLAN APPROVAL EXTENSION</u> | <u>\$3,000</u> |
| <u>DRB RESUBMITTAL FEE</u> | <u>\$1,000 3RD REVIEW AND AFTER</u> |
| <u>SIGN OFF APPROVAL</u> | <u>\$500.00</u> |
| <u>DRB APPLICATION FEE / RESUBMITTAL FEE</u> | <u>\$350.00</u> |
| <u>CONSULANT RECOVERY FEE</u> | <u>\$25,000 DESPOSIT</u> |
| REZONING APPLICATION FEE | \$310,000.00 (\$500.00 NON REFUNDALE) |
| <u>PLANNED UNIT DEVELOPMENT (PUD)</u> | <u>\$20,000.00</u> |
| <u>ZONING MAP AMENDMENT</u> | <u>\$7,500.00</u> |
| PARKING TRUST <u>APPLICATION/ PROCESSING FEE 23-29.1</u> | <u>\$5,000 PLUS \$20,000.00 PER SPACE</u> <u>(THE COST IS SET BY RESOLUTION)</u> |
| TDR APPLICATION FEE | |
| PRIVATE TRANSACTION | \$45,000.00 PER APPLICATION |
| TOWN TRANSACTION <u>PER APPLICATION</u> | \$5002,500.00 <u>PLUS PER DWELLING</u> <u>UNIT APPLICATION (THE COST IS SET BY</u> <u>RESOLUTION)</u> |
| SPECIAL MASTER – ADMINISTRATIVE FEE | \$2500.00 |
| VARIANCE APPLICATION FEES | |
| ADMINISTRATIVE VARIANCE | \$400 2,500.00 FILING FEE <u>\$500 PER</u> <u>REQUEST</u> |
| VARIANCE APPLICATION - SINGLE FAMILY | \$58,000.00 FILING FEE - \$25 500.00 PER REQUEST |
| VARIANCE APPLICATION – MULTI-FAMILY / COMMERCIAL | \$715,000.00 FILING FEE- \$42,000 PER REQUEST |
| <u>SPECIAL USE APPROVAL IN THE B-1 ZONE (PROCESSING FEE)</u> | <u>\$25,000.00 PER REQUEST</u> |

| | |
|--|---|
| <u>SPECIAL APPROVAL</u> | <u>\$10,000.00 PER REQUEST</u> |
| <u>VALET PARKING</u> | <u>\$10,000</u> |
| <u>MECHANICAL & ROBOTIC PARKING SYSTEM</u> | <u>\$10,000 PLUS \$100 PER SPACE</u> |
| <u>DEVELOPMENT AGREEMENT PROCESS FEE</u> | <u>\$10,000</u> |
| <u>PLAT REVIEW / REPLATTED</u> | <u>\$10,000</u> |
| <u>VACANT OF THE RIGHT OF WAY</u> | <u>\$10,000 PLUS RECOVERY COST</u> |
| <u>DEDICATION OF THE 11 FOOT STRIP APPLICATION FEE</u> | <u>\$5,000 PER LOT</u> |
| <u>UNITY OF TITLE</u> | <u>\$5,000 (2 LOT) PLUS \$100 EACH ADDITIONAL LOT</u> |
| <u>TELECOMMUNICATION APPLICATION – CHAPTER 5 ¼</u> | <u>\$800.00 APPLICATION FEE</u> |

All fees, charges, and dollar amounts for permits, applications, reviews, inspections, and any other services or processes related to building, zoning, land use, and construction activities, wherever such fees are currently set forth, described, or referenced in the Town Code of Bay Harbor Islands, are hereby repealed, superseded, and replaced in their entirety by the comprehensive fee schedule attached hereto as Exhibit A and incorporated herein by this reference.

The fee amounts established by this Resolution, as set forth in Exhibit A, shall be the sole and official fees effective as of [Effective Date]. For purposes of administration, any code section requiring a fee for a service covered by this Resolution shall be construed to require the fee set forth in the current official Fee Schedule maintained by the [Town Clerk, Department of Building & Zoning]. In the event of any conflict or discrepancy, the fees specified in this Resolution and its incorporated Exhibit A shall govern.

AGENDA ITEM REPORT
February 11, 2026

ITEM NUMBER: 6.

ITEM: Consideration and Approval FY 2025-2026 Budget Amendment.

DESCRIPTION:

We are proposing to amend the FY2025-26 budget as follows:

General Fund

- Appropriate \$240,000 from the General Fund balance and transfer it to the Capital Projects Fund for improvements to the Tot Lot Park.
- ~~Reduce the Law Enforcement budget by \$113,141 AND Increase the Office of the Town Manager budget by \$113,141 to fund the cost of a new Communications Director position~~

General Capital Projects Fund

- Increase the Parks and Recreation Department budget by \$240,000 to make improvements to the To Lot Park (funded by a transfer from the General Fund).

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

| | |
|----|-----------------------------------|
| 1. | FY26 Budget Resolution |
| 2. | FY26 Budget Reolution _Ex A (2)-2 |
| 3. | Authorized Positions |

1 RESOLUTION NO _____
2

3 A RESOLUTION OF THE TOWN COMMISSION OF THE
4 TOWN OF BAY HARBOR ISLANDS, FLORIDA,
5 AMENDING THE 2025/2026 FISCAL YEAR BUDGET IN
6 ACCORDANCE WITH THE ATTACHED EXHIBIT
7 "A"; AUTHORIZING APPROPRIATIONS AND
8 EXPENDITURES IN ACCORDANCE WITH THE
9 2025/2026 FISCAL YEAR BUDGET AS AMENDED;
10 PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.
11

12 WHEREAS, the Town Manager has made recommendations to the Town
13 Council, which require amendment of the 2025/2026 Fiscal Year budget; and
14

15 WHEREAS, the Town Council, in accordance with the requirements of Section
16 166.241, Florida Statutes, wishes to amend the 2025/2026 Fiscal Year Budget for the
17 transfer of said funds consistent with the recommendations of the Town Manager.
18

19 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
20 TOWN OF BAY HARBOR ISLANDS, FLORIDA, THAT:
21

22 Section 1: Recitals. The foregoing "Whereas" clauses are hereby ratified and
23 confirmed as being true and correct and incorporated herein by this reference. All
24 exhibits attached hereto are hereby incorporated herein.
25

26 Section 2: Budget Amended. The Town Council of the Town of Bay
27 Harbor Islands, Florida, hereby amends the 2025/2026 Fiscal Year Town Budget as set
28 forth in Exhibit "A."
29

30 Section 3. Appropriations and Expenditures. The appropriations and
31 expenditures set forth in Exhibit "A" are hereby approved.
32

33 Section 4. Implementation. The Town Administration is directed to effectuate
34 the appropriations and expenditures reflected in Exhibit "A" by necessary transfers.
35

36 **Section 5. Conflicts.** All prior resolutions or parts thereof in conflict herewith
37 are repealed to the extent of such conflict.

38
39 **Section 6. Effective Date.** This Resolution shall become effective immediately
40 upon passage and adoption.

41
42 PASSED and ADOPTED this ___ day of February, 2026.

43
44
45 Motion By: _____
46 Second By: _____

47
48 **FINAL VOTE ON ADOPTION:**

49
50 Mayor Isaac Salver _____
51 Vice Mayor Stephanie Bruder _____
52 Council Member Teri D’Amico _____
53 Council Member Molly Diallo _____
54 Council Member Joshua Fuller _____
55 Council Member Eric Rappaport _____
56 Council Member Robert Yaffe _____

57
58
59 TOWN OF BAY HARBOR ISLANDS, FLORIDA

60
61
62 By: _____
63 Isaac Salver, Mayor

64
65 Attest:
66
67
68 _____
69 Evelyn Herbello, MMC
70 Town Clerk

71
72 Approved as to form and legal sufficiency:
73
74 _____
75 Greenspoon Marder LLP
76 Town Attorneys
77 BY: Morris G. (Skip) Miller, Esq.

FY 2025/2026 Budget Amendment

Exhibit A to Resolution _____

REVENUES

| Fund | Department - Account Number | Current | Proposed | Variance | Explanation |
|--------------------------------|-----------------------------|---------|-------------------|----------|--|
| 001 - General | 9990-382010 | 720,300 | 960,300 | 240,000 | Appropriation from fund balance |
| 301 - General Capital Projects | 9990-381000 | 300,000 | 540,000 | 240,000 | Transfer In from General Fund to advance improvements to the Tot Lot |
| Total Revenues | | | \$ 480,000 | | |

EXPENDITURES

| Fund | Department | Current | Proposed | Variance | Explanation |
|--------------------------------|--|----------------------|----------------------|----------------------|---|
| 001 - General | 5120 - Office of Town Manager | 559,900 | 673,041 | 113,141 | To fund a new Communications Director position (\$80,000 wages, \$33,141 for benefits). Note, we have included a full listing of authorized positions including the proposed addition of the Communication Services Director for your reference. |
| 001 - General | 5210 - Law Enforcement | 7,630,533 | 7,517,392 | (113,141) | Reduction of law enforcement budget to fund Communications Director position within the Office of the Town Manager |
| 001 - General | 9990 - Non-Departmental | 339,694 | 579,694 | 240,000 | Transfer from General Fund to General Capital Projects to advance the funding for the Tot Lot. General Fund is to be reimbursed with the proceeds of the MOT agreement with TLC OKC (\$20,000 per month for 12 months) - discussed at the January 14 meeting. |
| 301 - General Capital Projects | 5720 - Parks and Recreation | 30,130 | 270,130 | 240,000 | To design, purchase, and implement improvements to the Tot Lot Park. Includes demolition of existing equipment, installation of new equipment, and other site improvements as authorized by the Town Council |
| Total Expenditures | | | \$ 480,000 | | |

Bay Harbor Islands Schedule of Authorized / Filled Positions
As of January 29/2026

| Department Code | Department | Description | Authorized | Filled | Vacant |
|-----------------|---------------------------------|--|------------|----------|----------|
| 5110 | Town Council 5110 | Mayor | 1 | 1 | |
| | | Vice Mayor | 1 | 1 | |
| | | Council Member | 5 | 5 | |
| | | 5110 Total | 7 | 7 | |
| 5120 | Office of the Town Manager 5120 | Town Manager | 1 | 1 | |
| | | Executive Assistant to Town Manager | 1 | 1 | |
| | | Capital Improvements Director | 1 | 1 | |
| | | Town Planner | 1 | 1 | |
| | | 5120 Total | 4 | 4 | |
| 5125 | Town Clerk 5125 | Town Clerk | 1 | 1 | |
| | | Deputy Town Clerk | 1 | 1 | |
| | | 5125 Total | 2 | 2 | |
| 5130 | Finance & Administration 5130 | Finance Director | 1 | 1 | |
| | | Assistant Finance Director | 1 | 1 | |
| | | Financial Services & Procurement Manager | 1 | 1 | |
| | | Senior Accountant | 1 | | 1 |
| | | Administrative Services Specialist | 1 | 1 | |
| | | Finance Analyst | 2 | 2 | |
| | | Administrative Services Supervisor | 1 | 1 | |
| | | 5130 Total | 8 | 7 | 1 |
| 5135 | Information Technology 5135 | IT Manager | 1 | 1 | |
| | | IT Specialist | 1 | 1 | |
| | | 5135 Total | 2 | 2 | |
| 5137 | Human Resources 5137 | Human Resources Director | 1 | 1 | |
| | | Human Resources Generalist | 1 | 1 | |
| | | 5137 Total | 2 | 2 | |
| 5190 | Public Buildings 5190 | Facilities Technician | 2 | 2 | |
| | | Custodian | 1 | 1 | |
| | | 5190 Total | 3 | 3 | |

Comments

Recent upgrade from Admin Services Specialist

Bay Harbor Islands Schedule of Authorized / Filled Positions
As of January 29/2026

| Department Code | Department | Description | Authorized | Filled | Vacant | Comments | |
|--|--------------------------|--|-----------------------|--|-----------|---|--|
| 5210 | Law Enforcement 5210 | Chief of Police | 1 | 1 | | | |
| | | Deputy Chief of Police | 1 | 1 | | | |
| | | Captain | 1 | 1 | | | |
| | | Police Commander | 1 | 1 | | | |
| | | Police Sergeant | 3 | 2 | 1 | | |
| | | Police Detective | 3 | 3 | | | |
| | | Police Corporal | 5 | 4 | 1 | | |
| | | Police Officer | 16 | 12 | 4 | | |
| | | School Resource Officer (P/T) | 1 | 1 | | | |
| | | Reserve Officer (P/T) | 2 | 2 | | | |
| | | Public Service Aide | 3 | 3 | | | |
| | | Police Dispatcher Supervisor | 1 | 1 | | | |
| | | Police Dispatcher | 4 | 2 | 2 | | |
| | | Police Dispatcher (P/T) | 3 | 1 | 2 | | |
| | | Accreditation Manager | 1 | 1 | | | |
| | | Senior Police Administrator | 1 | 1 | | | |
| | | Administrative Coordinator Police | 1 | | 1 | Reflects proposed reclassification from Support Services Admin II | |
| | | Support Services Administrator I | 1 | 1 | | | |
| | | Executive Assistant to Police Chief | 1 | 1 | | | |
| Police Property and Records Specialist (P/T) | 1 | 1 | | | | | |
| Communications Director | 1 | | 1 | Reflects proposed addition to roster of authorized positions | | | |
| 5210 Total | | | 52 | 40 | 12 | | |
| 5240 | Building 5240 | Building Official | 1 | 1 | | | |
| | | Building Department Manager | 1 | 1 | | | |
| | | Building Permit Clerk | 1 | 1 | | | |
| | | Scanning Specialist | 1 | 1 | | | |
| | | Chief Building Inspector (P/T) | 1 | 1 | | | |
| | | Electrical Inspector/Plan Examiner | 1 | 1 | | | |
| | | Plumbing Inspector/Plan Examiner | 2 | 2 | | | |
| | | Building/Roofing Inspector (P/T) | 1 | 1 | | | |
| | | Structural Plan Examiner (P/T) | 2 | 2 | | | |
| | | Mechanical Inspector/Plan Examiner (P/T) | 1 | 1 | | | |
| | | Plans Examiner PT | 1 | 1 | | | |
| | | Building PermitCoordinator PT | 1 | 1 | | | |
| | | 5240 Total | | | 14 | 14 | |
| | | 5245 | Code Enforcement 5245 | Code Compliance Supervisor | 1 | 1 | |
| Compliance Manager | 1 | | | 1 | | | |
| Code Compliance Officer | 1 | | | | 1 | | |
| 5245 Total | | | 3 | 2 | 1 | | |
| 5290 | Other Public Safety 5290 | Crossing Guard (P/T) | 12 | 10 | 2 | | |
| 5290 Total | | | 12 | 10 | 2 | | |
| 5330 | Water 5330 | Water Systems Coordinator | 1 | 1 | | | |
| | | Water Specialist | 1 | 1 | | | |
| 5330 Total | | | 2 | 2 | | | |
| 5350 | Sewer 5350 | Water & Sewer Foreman | 1 | 1 | | | |
| 5350 Total | | | 1 | 1 | | | |

Bay Harbor Islands Schedule of Authorized / Filled Positions
As of January 29/2026

| Department Code | Department | Description | Authorized | Filled | Vacant |
|-----------------|---------------------------|--|------------|--------|--------|
| 5410 | Streets & Parkways 5410 | Town Engineer | 1 | 1 | |
| | | Public Works Director | 1 | 1 | |
| | | Assistant Public Works Director | 1 | 1 | |
| | | Electrician | 1 | 1 | |
| | | Administrative AP/Utilities Coordinator | 1 | 1 | |
| | | Maintenance Worker II | 1 | 1 | |
| 5410 Total | | | 6 | 6 | |
| 5415 | Causeway Operations 5415 | Operations Manager | 1 | 1 | |
| | | Maintenance Worker II | 3 | 3 | |
| | | Bridge Tender | 4 | 4 | |
| 5415 Total | | | 8 | 8 | |
| 5450 | Parking 5450 | Parking Enforcement Supervisor | 1 | 1 | |
| | | Parking Enforcement Officer | 1 | 1 | |
| 5450 Total | | | 2 | 2 | |
| 5720 | Parks and Recreation 5720 | Parks and Recreation Director | 1 | 1 | |
| | | Events Supervisor | 1 | 1 | |
| | | Recreation Coordinator | 1 | 1 | |
| | | Park Attendant | 2 | 2 | |
| | | Park Aide | 1 | | 1 |
| | | Custodian | 1 | 1 | |
| 5720 Total | | | 7 | 6 | 1 |
| 5725 | Children's Trust | Educational Programs Director | 1 | 1 | |
| | | Educational Programs Deputy Program Director | 1 | 1 | |
| | | Youth Program Aide | 3 | 1 | 2 |
| | | Youth Program Aide (After School and Summer) | 8 | 6 | 2 |
| 5725 Total | | | 13 | 9 | 4 |
| Grand Total | | | 148 | 127 | 21 |

Comments

Reflects proposed reclassification from Asst Parks and Rec Director

Reflects proposed reclassification from Park Ranger

Note: Filled positions includes some personnel actions that are anticipated and in progress but not fully implemented as of 1/29/2026.



ITEM 7

**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: | Luis Alvarez Chief of Police |
| DATE: | February 11, 2026 |
| SUBJECT: | Town of Bay Harbor Islands – Consideration for approval to purchase mobile barriers (Meridian Rapid Defense Group) to prevent vehicle intrusion during public events |

RECOMMENDATION

Approve the purchase of mobile vehicle barriers to improve event security and protect the public by preventing vehicles from entering pedestrian areas during Town events.

BACKGROUND

The Bay Harbor Islands Police Department continues to review and strengthen safety measures for public events held throughout the Town. One identified concern is the potential for both accidental and intentional vehicle intrusion into areas where pedestrians are present. Mobile vehicle barriers would be placed at key locations around event sites, including road closures and access points, to prevent vehicles from entering crowded areas. These barriers provide a more secure alternative to cones or temporary barricades and can be deployed as needed for different events.

FISCAL ANALYSIS

GL Line-Item Number: 001.5210.400064.000 Machinery & Equipment

Total Amount Budgeted: \$72,000.

Encumbered Amount: \$0

Balance Remaining: \$72,000

Total Amount Requested: \$59,030.18

ATTACHMENTS

1. Meridian Rapid Defense Group Quote
2. GSA Cooperative Purchasing Agreement Memorandum to State and Local Purchasing Agents



ATTENTION PURCHASING DEPARTMENTS AND AGENTS FOR STATE AND LOCAL GOVERNMENTS AND OTHER PUBLIC ORGANIZATIONS

THE EASIEST, FASTEST, VERY EFFICIENT AND ECONOMICAL WAY TO PURCHASE MERIDIAN PRODUCTS, SYSTEMS AND TECHNOLOGY

THE U.S. GENERAL SERVICES ADMINISTRATION ("GSA") COOPERATIVE PURCHASING PROGRAM

Specifically for state and local governments and public organizations including universities, colleges, schools, and non-profits.

State and local governments as well as other public organizations have the autonomy to purchase through their own contract vehicles, but these processes are often long and drawn-out. Rather than working through an intense and tedious bidding process many of these organizations have begun turning to cooperative purchasing by State, Local and Education ("SLED") government. Cooperative purchasing is defined simply as two or more government or public agencies purchasing from the same contract to obtain better pricing and efficiency in procurement.

COOPERATIVE PURCHASING IS A BETTER WAY TO:

- MAKE CERTAIN THAT ALL YOUR SECURITY AND LAW ENFORCEMENT NEEDS ARE MET QUICKLY;
- YOUR COMMUNITIES AND PEOPLE RECEIVE THE PROTECTION THEY URGENTLY NEED AND DESERVE;
- YOUR PURCHASES ARE AT THE GUARANTEED BEST PRICES;
- YOUR CONTRACT TERMS AND CONDITIONS ARE COMPLIANT AND UP TO DATE; and
- YOUR GRANT PROVIDERS ARE ASSURED THAT YOU HAVE COMPLIED WITH ALL BEST AND APPROVED PRACTICES FOR AWARDS OF CONTRACTS.

MERIDIAN PROVIDES THIS BETTER WAY—THE GSA COOPERATIVE PURCHASING PROGRAM: MERIDIAN is an approved GSA vendor and contractor with a Multiple Award Schedule (MAS) contract (Contract Number 47QSWA19D001F) under the Security and Protection Large Category and Special Item Number ("SIN") 334290 (for Security & Detection Systems.) This means that GSA has examined, vetted, and approved MERIDIAN's products, services, solutions, and technology that provide law enforcement and security to Federal customers at the most favorable prices pursuant to a fully pre-negotiated contract that includes features such as warranty, highest levels of commercial terms and conditions, and delivery dates with tracking information. Your providers of grant funding are assured that you have met the exacting standards followed throughout the contracting process by the agencies and departments of the federal government.



MERIDIAN AND THE GSA COOPERATIVE PURCHASING PROGRAM:

Just like so many federal purchasers, many non-federal purchasers know that they want and must have the U.S. and internationally patented absolutely best in the industry mobile vehicle barrier systems and technology only available from MERIDIAN. MERIDIAN is the direct source and does not use distributors. By using the GSA Cooperative Purchasing Program, the non-federal purchaser simplifies and expedites the entire purchasing experience by using GSA while also establishing a direct customer/vendor relationship with MERIDIAN. The purchasers receive complimentary access to the GSA eTools innovative procurement portals such as GSA Advantage, eLibrary and eBuy. These services provide online shopping and ordering systems with exhaustive information, data, specifications and photos/images of all products and services while also creating a direct vendor-customer relationship.

USING THE GSA COOPERATIVE PURCHASING PROGRAM: The Program is easy, quick and user friendly with full access to GSA customer assistance. A purchase through the Program means the purchaser automatically benefits:

- the updated terms and conditions (with a few exceptions) of the fully vetted and negotiated contract and GSA Schedule flow down to the purchaser and the order. It is the best of all worlds because purchasers may also customize the GSA contract by adding additional terms or enhancements as long as they do not conflict with the GSA Schedule;
- the GSA contract provides stability because the initial term is for five years with three five-year options to extend, which in essence is a twenty-year contract, assuring the purchaser of long-term access to MERIDIAN with ease of meeting all future requirements;
- GSA provides simple and straightforward guidance on all aspects of the process at:
- <https://www.gsa.gov/technology/technology-purchasing-programs/mas-information-technology/buy-from-mas-information-technology/state-and-local-government-ordering>; and
- <https://www.gsa.gov/buying-selling/purchasing-programs/gsa-multiple-award-schedule/schedule-buyers/state-and-local-governments/cooperative-purchasing> ; and
- several YouTube video guides.

REMINDER: THE SAFETY ACT: MERIDIAN products, solutions and technology are also Certified by the U.S. Department of Homeland Security as Qualified Anti-Terrorism Technology (“QATT”) under The SAFETY Act. With this Certification all users of MERIDIAN are indemnified by the federal government from claims or damages arising out of any act of terrorism. For the purchasing departments and agents of state and local and other public organizations this means substantial reductions or elimination of possible liabilities relating to their purchasing orders.

The MERIDIAN team stands ready to provide further information and step-by-step guidance on utilizing the GSA Cooperative Purchasing Program to facilitate and expedite your MERIDIAN orders.

177 E. Colorado Boulevard, Suite 200
Pasadena, California 91105
www.meridian-barrier.com

GENERAL SERVICES ADMINISTRATION
Federal Acquisition Service

Authorized Federal Supply Schedule Catalog/Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!™, a menu-driven database system. The INTERNET address for GSA Advantage!™ is: <http://www.GSAAdvantage.gov>.

Multiple Award Schedule
Code J: Security & Protection
J05. Security Systems Subcategory

SIN 334290L Physical Access Control Systems (PACS) – Legacy SIN
SIN OLM Order Level Materials (OLM)



Meridian Rapid Defense Group, LLC.
177 E Colorado Blvd FL 2
Pasadena, CA 91105-1986

Phone: 626-204-6402
Fax: 626-628-2134

<http://www.betterbarriers.com>

Contract Number: 47QSWA19D001F
Period Covered by Contract: November 19, 2023 through November 18, 2028
Business Size: Small Business

Contract Administrator: James Miller
Phone: (626) 204-6402
Email: jmiller@betterbarriers.com

Pricelist current through Modification #PA-0029, effective February 26, 2025



ABOUT MERIDIAN RAPID DEFENSE GROUP

Meridian Rapid Defense Group LLC (“MERIDIAN”) is a privately held limited liability company (LLC) in operation for nearly two decades. Meridian engineers and manufactures mobile barrier solutions that keep people, communities, and places safer from hostile and errant vehicle intrusions. Our company provides unique security solutions for perimeters that are modular by design with technology and equipment tested and certified to the highest standards. All of MERIDIAN’s technology and equipment is mobile with the ability to be transported from one location to another and deployed by one person using our patented Hauler, requiring no heavy equipment or machinery. This level of mobility brings great flexibility when securing a perimeter, allowing for rapid layout changes to meet dynamic security concerns.

The Archer 1200 Barrier is the center point barrier of the MERIDIAN anti-terrorism vehicle mitigation and prevention solution to vehicle ramming attacks and all other vehicle intrusion situations. The Archer 1200 Barriers may be configured in various numbers and patterns and may be connected with Arrestor Cables to strengthen the stopping power. The configuration of the barriers and the distance, if any, between the barriers is a matter of total flexibility. One person can quickly and efficiently move a barrier to allow for authorized vehicle egress and ingress or connect the barriers to one of two gate options for even faster access. The Archer 1200 Barrier is the only portable mobile maneuverable barrier solution to hold certifications in both the U.S. and European crash standards pursuant to the U.S. Department of Defense, ASTM F2656, IWA 14, MASH, TL1, TL2, TL3, and PAS 68 crash test standards for deployment of unanchored barriers on hard surfaces. The Archer 1200 Barrier and the related technology, equipment, and training system were awarded the extraordinary U.S. Department of Homeland Security’s SAFETY ACT Certification as Qualified Anti-Terrorism Technology (“QATT”).

The exemplary features of the MERIDIAN QATT include:

- ✓ Rapid deployment of mobile barriers with unmatched stopping capabilities for all vehicles.
- ✓ Exceptional tested and certified stopping power with steel teeth grip to stop forward motion of vehicles.
- ✓ Fabricated of high strength steel and ballistic rated for armor piercing NATO rounds up to 50 caliber ball rounds.
- ✓ Delivers flexible positioning by one person, with no team necessary, requiring no heavy equipment, cranes, or forklifts.
- ✓ Modular design so that one or more barriers can be placed and then easily moved into different configurations in response to changing needs and conditions while denying terrorists the advantage of pre-attack tactical planning.
- ✓ The Archer 1200 Barrier is reusable with an unconditional lifetime guarantee. The barriers can be reused immediately after any impact.
- ✓ The barriers are non-lethal to the driver and minimize shrapnel spray. The barriers thus preserve the opportunity for authorities to capture any instigator and protect evidence, as well as protect a driver in an accidental scenario.
- ✓ The configuration of the barriers enables ease of authorized pedestrian traffic and appropriate vehicle access. Indeed, the barriers are extremely pedestrian user friendly and can be configured to readily accommodate access by disabled pedestrians.
- ✓ The optional addition of an Archer Rapid Gate or Archer Beam Gate with their ability to quickly open and close provides swift access for emergency vehicles without having to move a single barrier.
- ✓ The MERIDIAN Archer technology avoids the problems and inflexibility of fixed concrete bollards, and the inefficient, dangerous, and vulnerable use of police, fire, and other valuable vehicles as blockades.
- ✓ The MERIDIAN solution does not require electricity to operate, or heavy equipment or hydraulics, or the cumbersome, awkward, inefficient, and environmentally unfriendly use of massive amounts of water.



CUSTOMER INFORMATION

1a. Table of Awarded Special Item Number(s):

| SIN | DESCRIPTION |
|---------|---|
| 334290L | Physical Access Control Systems (PACS) – Legacy SIN |
| OLM | Order Level Materials (OLM) |

1b. Lowest Priced Model Number and Price for Each SIN: Part Number AGP001 - \$37.63

1c. Hourly Rates: Not applicable.

2. Maximum Order: \$250,000

3. Minimum Order: \$0

4. Geographic Coverage (Delivery Area): Domestic and overseas delivery.

5. Point(s) of Production (city, county, and state or foreign country): USA.

6. Discounts from List Prices or Statement of Net Price: GSA Net Prices are shown on the attached GSA Price List. Negotiated discount has been deducted and the IFF has been included.

7. Quantity/Volume Discounts: None.

8. Prompt Payment Terms: Net 30 Days

9. Foreign Items: None.

10a. Time of Delivery: 30 days after receipt of order.

10b. Expedited Delivery: Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

10c. Overnight and 2-Day Delivery: Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

10d. Urgent Requirements: Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

11. F.O.B Point(s): Origin, Freight Prepaid and Add

12a. Ordering Address: 177 E Colorado Blvd FL 2 Pasadena, CA 91105-1986

12b. Ordering Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3

13. Payment Address: 177 E Colorado Blvd FL 2 Pasadena, CA 91105-1986

14. Warranty Provision: Lifetime warranty.

15. Export Packing Charges: Not applicable.



16. **Terms and conditions of rental, maintenance, and repair:** Lifetime warranty for maintenance and repair.
17. **Terms and conditions of installation:** None.
- 18a. **Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices:** Lifetime warranty for maintenance and repair.
- 18b. **Terms and conditions for any other services:** Not Applicable.
19. **List of Service and Distribution Points:** Not Applicable.
20. **List of Participating Dealers:** Not Applicable.
21. **Preventive Maintenance:** Not Applicable.
- 22a. **Environmental attributes, e.g., recycled content, energy efficiency, and/or reduced pollutants:** Not Applicable.
- 22b. **Section 508 Compliance:** As Applicable.
23. **Unique Entity Identifier (UEI) Number:** CLWHGG9NJ187
24. **System for Award Management (SAM):** Meridian Rapid Defense Group is registered in SAM.



OFFERED GSA PRODUCTS AND PRICING

The rates shown below include the Industrial Funding Fee (IFF) of 0.75%.

| MFR PART NO | PRODUCT NAME | PRODUCT DESCRIPTION | UOI | GSA PRICE | COO |
|-------------|-----------------------|--|-----|------------|-----|
| AB1200 | Archer 1200 Barrier | An unanchored “drop-and-stop” vehicle barrier for rapid deployment on roadways and hard surfaces. Meridian’s ultimate rapidly deployable Archer 1200 Barrier™ can augment fixed-in-place HVM (Hostile Vehicle Mitigation) barriers or be utilized as a primary security system for entry points, roadways and perimeters. Manufactured of high strength, ballistic rated steel, the Archer 1200 Barrier™ is easily installed by one person without the need for cranes, heavy equipment, electricity or hydraulics. Simply off-load and place the barriers— no anchors or assembly are required. The Archer 1200 Barrier™ is an ideal application for: • areas of mass gatherings • campuses • stadiums and sports arenas • police and fire departments • military bases and installations • industrial plants • transportation centers • financial facilities and offices. | EA | \$6,513.75 | USA |
| AFTB001 | Archer Field Tow Bar | The Archer Tow Bar is an adjustable, levering attachment with dual-grip handles that allows one person to move and deploy the barriers. An easy, two point connection interface provides almost instant tow bar hook up or removal. Each tow bar comes equipped with a heavy duty stay pin. | EA | \$574.18 | USA |
| AACN4F022 | 4' Arrestor Cable 2.0 | The reflective MERIDIAN Arrestor Cables use technology from aircraft carriers to absorb the kinetic energy of a moving vehicle and pull the barriers into play for vehicle mitigation without loss of life. They are attached to barriers in 4-foot segments and can be up to three-ply across strung between two barriers. The reflective cables were designed specifically keeping safety in mind without compromising the mechanical properties of a sling rope. The arrestor cable is manufactured using only the highest grade extra improved plowd steel and vinyl coated in neon yellow that aids in visibility as well as abrasion protection and flexibility. The vinyl coating not only protects the users’ hands and makes the wire easier to handle, but it also seals in any lubrication on the wire rope, increasing it useful life. Each wire rope cable is attached to the barriers by two G-100 Swivel self-locking hooks. The self-locking hooks each have a working load limit of 5,700 pounds and are able to swivel during load, a feature which allows the barriers to roll upon impact, ensuring the safety of the work area. | EA | \$574.18 | USA |



| MFR PART NO | PRODUCT NAME | PRODUCT DESCRIPTION | UOI | GSA PRICE | COO |
|-------------|--------------------------|---|-----|-------------|-----|
| AMHA003-2 | Archer Manual Hauler 2.0 | The newest and most advanced MERIDIAN® Hauler has all the hallmarks of MERIDIAN's products' maintenance free and one [1] person ease of use. The Hauler is a rugged barrier dolly that can traverse a variety of surfaces from asphalt to gravel to unimproved dirt roads. The Hauler features a 3,000 lb. rated jack and is manufactured using high strength and corrosion resistant aluminum T6 6061. Using aluminum has allowed us to decrease the weight of the Hauler by 35% while still providing a lifetime warranty on any component of the hauler. The new Hauler was upgraded with an aluminum core solid thread wheel that will guarantee the hauler will last as long as the life of the barrier. The new hauler brakes are also now adjustable so as the tires slowly wear over time one can simply readjust the brakes, so they are making contact with the tires. The new upgraded leverage action is simple in that it only requires the placement of the extension rod into the barrier receiver and locking the pin in place. Once the leverage Hauler is secured, then a simple swing-action moves the barrier into position. Safety is the key so when lifting the barrier, the leverage action is fast up and slow down with the all-purpose brake being deployed. | EA | \$1,925.18 | USA |
| ABG001-2 | Archer Beam Gate 2.0 | The Archer Beam Gate 2.0 is the easiest active protection and check point gate to deliver, set up, and install. Its patented design can be a standalone product or when used with Archer 1200 Barriers can be extended for greater lineage coverage or with expansive configurations. The Archer Beam Gate is ideal for events, check points, construction sites, and command center egresses. The Beam Gate can be expanded from 14 to 20 feet using adjustable netting. The adjustable netting is coated in a vibrant safety yellow to not only protect the cable itself but also improve the visibility of the net for any oncoming traffic. The deployment and operation of the Beam Gate requires no electricity or hydraulics and is easily deployable in 15 minutes. It is easily transportable to multiple locations, affords maximum flexibility to meet the unique requirements of the facility and space, and can be maintained easily and inexpensively by one person. The Archer Beam Gate system pivots a full ninety degrees vertically to allow ease of access for large vehicles. The Archer Beam Gate system can also be locked in the vertical position and in the horizontal position in case there is a need for the beam to stay upright or locked down for extended periods of time. Incorporated into the Archer Beam Gate are the Technical Specifications of: one Archer 750 Barrier, one Archer 750 Ingot Barrier, one Archer 750 Receiver Barrier, one Archer 750 Pivot Barrier, a Archer Ingot Cart and Counterweights, a marketing frame, an Archer Hauler 2.0, two beams, and one netting. | EA | \$48,245.18 | USA |



| MFR PART NO | PRODUCT NAME | PRODUCT DESCRIPTION | UOI | GSA PRICE | COO |
|-------------|----------------------------------|---|-----|------------|-----|
| ACP001ADA | Channel ADA Cable Protector | Channel ADA Cable Protectors is an ADA compliant cable protector that protects cables and hoses up to .75" of their outside diameter. Dog bone connectors can extend to any desired length. It has a reinforced hinged lid for easy cable replacement and is available with ADA compliant ramps. It also has a patented 5 bar tread surface for added traction and a modular interlocking design. | EA | \$574.18 | USA |
| ATUPLK001 | Archer Touch-Up Paint | MERIDIAN'S Archer Touch-Up Paint is matched the paint of the Archer 1200 Barrier ordered, and can be used to make periodic touch-ups when needed. Includes exactly 6 cans of spray paint. | EA | \$188.17 | USA |
| ACPR001 | Custom Paint and Rust Prevention | Meridian offers 8 different colors for our Archer 1200 barriers, but we can do any RAL custom color. With custom color we also include a rust preventative in specific sections of the Archer 1200 Barrier that cannot be powder coated, so they remain bare carbon steel. Carbon steel will naturally rust with just the humidity in the air and even more so when it rains, so we offer a rust preventative coating that will prevent the barriers from rusting for 2000+ hours. | EA | \$72.37 | USA |
| AMB1200WSP | Wayfinding Package | Each Wayfinding Package contains a set of 8 collapsible Wayfinding Frames and 32 preprinted signs. When in the raised position, the frames work to communicate with passing people and vehicles. The preprinted signs come inside a wayfinding box that store and protect the signs while they are not in use. When Archer Barriers are to be moved, the frame is to be lowered so it rests on the back kick plate for easy storage. Keeping the frame on the barriers will help with the speed of deployment during setup. The frames can be colored to match the barriers so that they complete the correct safety look and feel for the community. | EA | \$5,785.18 | USA |
| AGP001 | Graphics Package | MERIDIAN'S Graphics Package includes the customer's choice of a customized logo. Please note: If Graphics Package is not chosen the Archer 1200 Barrier will come with a reflective MERIDIAN branded logo. All MERIDIAN branded logos are MUTCD compliant. GSA amount is priced for 1 logo only. | EA | \$56.94 | USA |



| MFR PART NO | PRODUCT NAME | PRODUCT DESCRIPTION | UOI | GSA PRICE | COO |
|-------------|-----------------------|--|-----|-------------|-----|
| RGATE | Archer Rapid Gate | <p>The Archer Rapid Gate is the fastest active protection and check point gate to deliver, set up, and install. Its patented design can be a standalone product or when used with Archer 1200 Barriers can be extended for greater lineage coverage or with expansive configurations. The Archer Rapid Gate is ideal for events, check points, construction sites, and command center egresses. The Rapid Gate can be expanded from 10 to 14 feet using adjustable netting. The adjustable netting is coated in a vibrant safety yellow to not only protect the cable itself but also improve the visibility of the net for any oncoming traffic. The deployment and operation of the Rapid Gate requires no electricity or hydraulics and is easily deployable in 10 minutes. It is easily transportable to multiple locations, affords maximum flexibility to meet the unique requirements of the facility and space, and can be maintained easily and inexpensively by one person. The Archer Rapid Gate system also pivots horizontally 180 degrees to allow ease of access in both directions of traffic. The Archer Rapid Gate system can also be locked in the open position and in the closed position in case there is a need for the beam to stay closed or locked down for extended periods of time. Incorporated into the Archer Rapid Gate are the Technical Specifications of: four Archer 1200 Barriers, four marketing frames, directional traffic signs, five beams, one net, one Rapid Gate cart, and one Archer Manual Hauler 2.0 for easily maneuverability.</p> | EA | \$38,595.18 | USA |
| RGATEKIT | Archer Rapid Gate Kit | <p>The Archer Rapid Gate Kit provides the flexibility to install the Rapid Gate System on any existing Archer 1200 Barriers. The kit was design to easily bolt onto the Archer 1200 Barriers, making each barrier multifunctional. The entire kit can be stored on the Rapid Gate carts and rolled away using the Archer Hauler. The Archer Rapid Gate can be expanded from 10 to 14 feet using adjustable netting. The adjustable netting is coated in a vibrant safety yellow to not only protect the cable itself but also improve the visibility of the net for any oncoming traffic. The deployment and operation of the Rapid Gate requires no electricity or hydraulics and is easily deployable in 10 minutes. It is easily transportable to multiple locations, affords maximum flexibility to meet the unique requirements of the facility and space, and can be maintained easily and inexpensively by one person. The Archer Rapid Gate also pivots horizontally 180 degrees to allow ease of access in both directions of traffic. The Archer Rapid Gate can also be locked in the open position and in the closed position in case there is a need for the beam to stay closed or locked down for extended periods of time. Incorporated into the Archer Rapid Gate Kit are the Technical Specifications of: four marketing frames, directional traffic signs, five beams, one net, and a Rapid Gate cart. The additional purchase of an Archer Manual Hauler 2.0 is recommended for easy maneuverability.</p> | EA | \$12,540.18 | USA |



| MFR PART NO | PRODUCT NAME | PRODUCT DESCRIPTION | UOI | GSA PRICE | COO |
|-------------|--------------------------|---|-----|--------------|-----|
| TRLKIT1000 | Archer Trailer Kit 1000 | The new MERIDIAN Archer Trailer Kit 1000 has been equipped with everything needed for certified deployments of up to 8 barriers. The newest upgraded Drop Deck trailer carries all necessary equipment including the Archer Manual Hauler, Field Tow Bar and Arrestor Cables. The Kit includes 8 Archer 1200 Barriers; 2 Archer Field Tow Bars; 1 Archer Manual Hauler 2.0; seven (7) 4-foot cables; 1 Rapid Gate Kit, 7 ADA Cable Protectors, 1 Archer Manual Hauler Mount, 2 ADA Cable Protector holders, 1 Wayfinding Package, and 2 Beam Gate Beam Holders. | EA | \$115,795.18 | USA |
| AGUARD | Archer Guard | The Archer Guard is a crash cushion system that can be rapidly deployed by one person on roadways and in tight positions to protect workers in construction zones, in overhead work, maintenance work, flaggers and manholes. Due to the mobility of the Archer Guard the system can be moved easily on rolling construction operations as no heavy equipment of forklifts or drivers are required once deployed in the field. The Archer Guard consists of 3 Archer 1200 Barriers, six (6) 4-foot Arrestor Cables, 2 Archer Field Tow Bars, 1 Archer Manual Hauler 2.0, 3 Wayfinding Frames, and reflective directional inserts. | EA | \$28,945.18 | USA |
| TRL7616NW | Archer Guard Trailer | The Archer Guard Trailer from MERIDIAN ensures Archer 1200 Mobile Barriers can be deployed in under ten minutes. To transport and deploy the equipment, the Archer Guard Trailer lowers to the ground, allowing the Archer 1200 Barriers to roll off at street level and eliminating the need for forklifts or heavy equipment. Once the trailer is lowered to the ground, take the Archer Hauler off its convenient trailer mount, and off-load the barriers one at a time. This trailer allows for single-person deployment, making this the perfect trailer for mobile barrier deployment in work safety zones. The arrestor cables can easily be stored inside the storage compartment in the front of the trailer. | EA | \$24,120.18 | USA |
| AGUARDKIT | Archer Guard Trailer Kit | The Archer Guard Trailer Kit is the ideal solution to protect workers in construction zones, overhead work, maintenance work, or manholes. The Archer Guard Trailer Kit consists of two Archer Guards systems and the Archer Guard Trailer, ensuring the equipment needed to block off traffic in both directions is on the trailer. Easily move from one side of the road to the next with the Archer Guard Trailer. | EA | \$82,020.18 | USA |
| BCRADLE | Beam Gate Beam Cradles | The Beam Gate Beam Cradles make moving the Beam Gate from one location to another smoother, safer, and more efficient. The Beam Cradles are installed on the Meridian Trailer fenders and allow the user to easily secure the Archer Beam Gate 2.0 beams on the trailer. | EA | \$477.68 | USA |



| MFR PART NO | PRODUCT NAME | PRODUCT DESCRIPTION | UOI | GSA PRICE | COO |
|-------------|---------------------------------|---|-----|-------------|-----|
| HMOUNT | Archer Hauler Mount | The Archer Hauler Mount provides the user a location to store the hauler when it is not in use. The Hauler Mount is installed on the Meridian trailer, ensuring that everything needed for a deployment is on the trailer. | EA | \$381.18 | USA |
| T1000 | Archer T-1000 Drop Deck Trailer | MERIDIAN manufactures and provides specially designed trailers that carry everything needed for a 4, 6, and 8 Archer Barrier certified deployment. The newest and most advanced trailer is the T-1000 Drop Deck trailer. This trailer is 75 inches wide and readily carries 8 barriers without any tie downs to hold the barriers in place. Instead, the simplicity of e-track shoring bars keeps the barriers locked in when the barriers are being transported. The advantages and advances of this dual axle and four wheel trailer are: 1) it can be operated for one person deployments with a 24 inch swing tailgate; 2) the trailer is both Hydraulic and Air based with solar charging capabilities; 3) upon release of the safety catch the trailer can be lowered and raised with the pressing of the remote control; and 4) the trailer has a heavy duty diamond deck which allows for superior durability. All metal components are powder coated for the toughest of environments with two 10-inch storage compartments. | EA | \$34,247.85 | USA |
| AMB1200WS | Wayfinding Frame | The Archer Directional Signage frames are collapsible frames which when in the raised position work to communicate with passing people and vehicles. Keeping the wayfinding frame on the barriers will help with the speed of deployment during setup. The frames can also be colored to match the barriers so that they complete the correct safety look and feel for the community. | EA | \$627.25 | USA |

RESOLUTION NO. ____

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING OF THE PURCHASE OF MOBILE BARRIERS FROM MERIDIAN RAPID DEFENSE GROUP, LLC; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town desires to purchase eight (8) Archer mobile barriers and related equipment from Meridian Rapid Defense Group, LLC (“Meridian”) for use by the Town police department (the “Equipment”); and

WHEREAS, by virtue of being a governmental entity, the Town is eligible to purchase the Equipment through cooperative purchasing at prices negotiated by the U.S. General Services Administration (“GSA”); and

WHEREAS, the price quoted by Meridian to the Town for the Equipment, as set forth in Exhibit “A” hereto, is no greater than the pricing offered to the GSA by Meridian; and

WHEREAS, the Town Council hereby finds the purchase of the Equipment, as set forth in 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 purchase of the Equipment from Meridian in accordance with the Quote 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 11th day of February, 2026.

ISAAC SALVER, MAYOR

ATTEST:

EVELYN HERBELLO, TOWN CLERK

APPROVED AS TO FORM:

GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Morris G. (Skip) Miller, Esq.

EXHIBIT "A"

QUOTE FROM MERIDIAN



GSA Contract #47QSWA19D001F

Meridian Rapid Defense Group Sales LLC
177 E. Colorado Blvd
Suite 200
Pasadena CA 91105
United States

Quote

#QUO-S-12568

01/26/2026

Bill To
Bay Harbor Islands
1030 95 Street
Miami Beach FL 33154
United States

Ship To
Bay Harbor Islands
1030 95 Street
Miami Beach FL 33154
United States

Table with 4 columns: Date, Expires, Shipping Method, Sales Rep. Values: 01/26/2026, 04/26/2026, Freight Out, Brenton . Lee

Table with 6 columns: Item, Price Level, Quantity, Rate, Amount. Rows for AB1200 and AMHA003-2.

Summary table with 2 columns: Category, Amount. Rows for Subtotal, Shipping Cost, Tax (0%), and Total.

Notes:

Payment Terms: Due to high demand, Meridian is requesting a 50% deposit to ensure timely delivery of your product.

Wire Transfer Instructions: Meridian Rapid Defense Group Sales LLC
Account Number: 568605235
Bank Name: Chase Bank, N.A.
Wire Routing : 021000021
ACH Routing : 322271627

Check Remittance: 530 New Los Angeles Ave #115-345
Moorpark, CA 93021





ITEM 8

**TOWN OF BAY HARBOR ISLANDS
INFORMATION TECHNOLOGY DEPARTMENT**

| | |
|-----------------|--|
| TO: | Mayor and Town Council Members |
| THRU: | Lindsley Noel, Town Manager |
| CC: | Morris (Skip) Miller, Esq., Consultant Town Attorney Evelyn Herbello, Town Clerk |
| FROM: | Gregory Panos Information Technology Director |
| DATE: | February 11 th 2026 |
| SUBJECT: | Town of Bay Harbor Islands – Discussion to approve a five-year agreement with Transcore for maintenance of the BHI Sunpass equipment |

RECOMMENDATION

Town Staff recommend that Town Council approve the 5-year Transcore maintenance agreement for 2026-2031, which provides the BHI Sunpass site with 24/7 monitoring, maintenance and service.

BACKGROUND

Transcore is a sole source provider for the proprietary Sunpass tolling equipment at BHI.

FINANCIAL ANALYSIS

GL Line Item Number: 401-5415-400031000

Proposed Five-Year Agreement
2026-2027 Year 1 -- \$80,956.02
2027-2028 Year 2 -- \$82,979.92
2028-2029 Year 3 -- \$85,054.42
2029-2030 Year 4 -- \$87,180.78
2030-2031 Year 5 -- \$89,360.30

Total Amount: \$425,531.44

ATTACHMENTS

Sole Source Letter Transcore Jan 2026

BHI Maintenance Contract 2014 –Executed

BHI Amendment to Maintenance Agreement

BHI Amendment to Toll System Maintenance Agreement Feb2026-Jan2031

Bay Harbor Islands - 5 year renewal option.

| Payment Schedule | | | | |
|-------------------------------|----------------------|-----------|--------------|---------------|
| Year 1 | Feb 2026 to Apr 2026 | Feb-01-26 | \$ 20,239.00 | |
| | May 2026 to Jul 2026 | May-01-26 | \$ 20,239.00 | |
| | Aug 2026 to Oct 2026 | Aug-01-26 | \$ 20,239.00 | |
| | Nov 2026 to Jan 2027 | Nov-01-26 | \$ 20,239.02 | \$ 80,956.02 |
| Year 2 | Feb 2027 to Apr 2027 | Feb-01-27 | \$ 20,744.98 | |
| | May 2027 to Jul 2027 | May-01-27 | \$ 20,744.98 | |
| | Aug 2027 to Oct 2027 | Aug-01-27 | \$ 20,744.98 | |
| | Nov 2027 to Jan 2028 | Nov-01-27 | \$ 20,744.98 | \$ 82,979.92 |
| Year 3 | Feb 2028 to Apr 2028 | Feb-01-28 | \$ 21,263.60 | |
| | May 2028 to Jul 2028 | May-01-28 | \$ 21,263.60 | |
| | Aug 2028 to Oct 2028 | Aug-01-28 | \$ 21,263.60 | |
| | Nov 2028 to Jan 2029 | Nov-01-28 | \$ 21,263.62 | \$ 85,054.42 |
| Year 4 | Feb 2029 to Apr 2029 | Feb-01-29 | \$ 21,795.19 | |
| | May 2029 to Jul 2029 | May-01-29 | \$ 21,795.19 | |
| | Aug 2029 to Oct 2029 | Aug-01-29 | \$ 21,795.19 | |
| | Nov 2029 to Jan 2030 | Nov-01-29 | \$ 21,795.21 | \$ 87,180.78 |
| Year 5 | Feb 2030 to Apr 2030 | Feb-01-30 | \$ 22,340.07 | |
| | May 2030 to Jul 2030 | May-01-30 | \$ 22,340.07 | |
| | Aug 2030 to Oct 2030 | Aug-01-30 | \$ 22,340.07 | |
| | Nov 2030 to Jan 2031 | Nov-01-30 | \$ 22,340.09 | \$ 89,360.30 |
| Note: Yearly Escalation: 2.5% | | | | \$ 425,531.44 |

PROPOSED 5 year renewal

| Yearly Maintenance Fees | | | | Feb,Mar,Apr | May,Jun,Jul | Aug,Sep,Oct | Nov,Dec,Jan | Total |
|-------------------------|--------|--------------|------------------------------|---------------|--------------|--------------|--------------|---------------|
| 2026 | Year 1 | \$ 80,956.02 | Jan 28, 2026 to Jan 27, 2027 | \$ 20,239.00 | \$ 20,239.00 | \$ 20,239.00 | \$ 20,239.02 | \$ 80,956.02 |
| 2027 | Year 2 | \$ 82,979.92 | Jan 28, 2027 to Jan 27, 2028 | \$ 20,744.98 | \$ 20,744.98 | \$ 20,744.98 | \$ 20,744.98 | \$ 82,979.92 |
| 2028 | Year 3 | \$ 85,054.42 | Jan 28, 2028 to Jan 27, 2029 | \$ 21,263.60 | \$ 21,263.60 | \$ 21,263.60 | \$ 21,263.62 | \$ 85,054.42 |
| 2029 | Year 4 | \$ 87,180.78 | Jan 28, 2029 to Jan 27, 2030 | \$ 21,795.19 | \$ 21,795.19 | \$ 21,795.19 | \$ 21,795.21 | \$ 87,180.78 |
| 2030 | Year 5 | \$ 89,360.30 | Jan 28, 2030 to Jan 27, 2031 | \$ 22,340.07 | \$ 22,340.07 | \$ 22,340.07 | \$ 22,340.09 | \$ 89,360.30 |
| | | | | \$ 425,531.44 | | | | \$ 425,531.44 |

Note: Yearly Escalation: 2.5%

Labor Hourly Rates (3% yearly escalation)

- 99.67 Year 1
- 102.66 Year 2
- 105.74 Year 3
- 108.91 Year 4
- 112.18 Year 5

First 5 year renewal option

| Payment Schedule | | | | |
|-------------------------------|----------------------|-----------|--------------|---------------|
| Year 1 | Feb 2021 to Apr 2021 | Feb-01-21 | \$ 17,888.33 | |
| | May 2021 to Jul 2021 | May-01-21 | \$ 17,888.33 | |
| | Aug 2021 to Oct 2021 | Aug-01-21 | \$ 17,888.33 | |
| | Nov 2021 to Jan 2022 | Nov-01-21 | \$ 17,888.34 | \$ 71,553.33 |
| Year 2 | Feb 2022 to Apr 2022 | Feb-01-22 | \$ 18,335.54 | |
| | May 2022 to Jul 2022 | May-01-22 | \$ 18,335.54 | |
| | Aug 2022 to Oct 2022 | Aug-01-22 | \$ 18,335.54 | |
| | Nov 2022 to Jan 2023 | Nov-01-22 | \$ 18,335.54 | \$ 73,342.16 |
| Year 3 | Feb 2023 to Apr 2023 | Feb-01-23 | \$ 18,793.93 | |
| | May 2023 to Jul 2023 | May-01-23 | \$ 18,793.93 | |
| | Aug 2023 to Oct 2023 | Aug-01-23 | \$ 18,793.93 | |
| | Nov 2023 to Jan 2024 | Nov-01-23 | \$ 18,793.93 | \$ 75,175.72 |
| Year 4 | Feb 2024 to Apr 2024 | Feb-01-24 | \$ 19,263.78 | |
| | May 2024 to Jul 2024 | May-01-24 | \$ 19,263.78 | |
| | Aug 2024 to Oct 2024 | Aug-01-24 | \$ 19,263.78 | |
| | Nov 2024 to Jan 2025 | Nov-01-24 | \$ 19,263.77 | \$ 77,055.11 |
| Year 5 | Feb 2025 to Apr 2025 | Feb-01-25 | \$ 19,745.37 | |
| | May 2025 to Jul 2025 | May-01-25 | \$ 19,745.37 | |
| | Aug 2025 to Oct 2025 | Aug-01-25 | \$ 19,745.37 | |
| | Nov 2025 to Jan 2026 | Nov-01-25 | \$ 19,745.38 | \$ 78,981.49 |
| Note: Yearly Escalation: 2.5% | | | | \$ 376,107.81 |

TOLL SYSTEM MAINTENANCE AGREEMENT

This Toll System Maintenance Agreement (this "Agreement") is entered into on October 30th 2014 (the "Effective Date") by and between the Town of Bay Harbor, FL, (the "Authority"), and TransCore, LP, a Delaware Limited Partnership (the "Contractor").

RECITALS

WHEREAS, the Town of Bay Harbor, FL issued a Request for Qualifications (the "RFQ") on February 29, 2012, which contained requirements for the design, procurement, installation, and service for a turnkey All-Electronic Toll ("AET") collection system, including equipment, software, testing and training on Florida's SR 922 a.k.a. the Broad Causeway (collectively, the "AET Collection System"); and

WHEREAS, the Contractor reviewed the available designs and documentation on the Broad Causeway and submitted its proposal on May 16, 2012, in response to the RFQ to provide for the design, procurement, implementation, system testing and a one (1) year warranty of a toll collection system, and a back office solution, meeting the specifics required by the Authority. This proposal included an optional maintenance solution for the AET Collection System; and

WHEREAS, the Parties entered into that certain Toll System Implementation Agreement, on May 16, 2013 (the "Implementation Agreement"), to provide for the design, procurement, implementation, system testing and a one (1) year warranty of a toll collection system, and a back office solution meeting the specifics required by the Authority. The Implementation Agreement did not include the maintenance of the Toll System within the scope of work; and

WHEREAS, the maintenance of the AET Collection System poses some unique challenges from traditional toll system maintenance, since the tolling zone is void of buildings and the system is isolated from local staff. Therefore, other means of providing information related to the health of the system are necessary to ensure the systems operate as designed;

WHEREAS, after considering several avenues of action, the Authority has determined it is in the Authority's best interests to engage a professional service provider for the maintenance of the AET Collection System and the Contractor desires to provide said maintenance services to the AET Collection System, as stated in its proposal of May 16, 2012; and

WHEREAS, the Parties have read and understood the terms and provisions set forth in this Agreement and have been afforded a reasonable opportunity to review this Agreement with their respective legal counsel; and

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, obligations and benefits herein contained, the Authority and Contractor agree as follows:

I. SERVICES

Section 1.01. Scope of Work.

(a) Contractor shall perform the scope of work described in Exhibit A (the "Services").

(b) Contractor agrees to furnish efficient business administration and superintendence and to use its best reasonable efforts to furnish at all times an adequate supply of workmen, materials and equipment and to perform the Services in the most expeditious and economical manner. Contractor agrees to exercise reasonable diligence in performing the Services, using the degree of care and skill that a prudent person in the same or similar profession would use.

(c) Contractor has been retained by the Authority for the sole purpose and to the extent set forth in this Agreement. It is understood and agreed that all work so done by Contractor shall meet with Authority approval, but that the detailed manner and method of performing the Services shall be under the control of Contractor. Contractor's relationship to the Authority during the term of this Agreement is that of an independent contractor.

Section 1.02. Additional Services.

(a) During the term of this Agreement, Contractor or Authority may recommend certain additions or changes to the Services. In such case, the additions or changes shall be submitted to the Authority for approval in the form of an amendment to this Agreement. Approval of Additional Services shall be evidenced by a written proposal or service order, which shall include the service to be performed, the location and the fees.

(b) The Contractor may, at any time by written notice to the Authority's Manager, request a change order to the Services. Upon receipt of such notice from the Contractor, the Authority will consider an equitable adjustment in the price, Delivery Schedule or both. If Contractor and the Authority agree in writing as to the price to be paid to Contractor for the work changes, this Agreement shall be deemed amended in accordance therewith.

Section 1.03. Approval of Minor Changes.

(a) Notwithstanding Section 1.02.(a) above, the Authority may, at any time by written notice and without notice to sureties or assignees, make minor changes within the Services, including in any one or more of the following: (i) drawings, designs, or specifications; (ii) method of shipping or packing; (iii) place of inspection, acceptance, or point of delivery; (iv) Delivery Schedule, (v) or other changes as may be agreed to by both parties in writing.

(b) Should any such change increase or decrease the cost and/or the time required for performance of this Agreement, the Contractor must notify the Authority within five (5) days of receiving notice of the change from the Authority. Upon receipt of such notice from the Contractor, the Authority will negotiate an equitable adjustment in the price, Delivery Schedule or both.

(c) Any claim for cost associated with a change in the Services shall be negotiated between Contractor and the Authority. Adjustments to price shall be computed by agreement of a fixed price. The Authority may request that Contractor submit a written proposal indicating the price at which Contractor would be willing to perform certain changes in the work as described by the Authority. Upon receipt of such a request, Contractor shall prepare and submit such proposal promptly, but no later than thirty (30) business days. If Contractor and the Authority agree in writing as to the price to be paid to Contractor for the work changes, this Agreement shall be deemed amended in accordance therewith.

II. COMPENSATION

Section 2.01. Agreement. The Contractor shall perform the Scope of Work in Exhibit A pursuant to the terms and conditions of this Agreement and within the "Maintenance Fees" shown in Exhibit B.

Section 2.02. Compensation for Scope of Work. The total value for the Scope of Work under this Agreement is \$318,262.34. (the "Maximum Compensation"). The amount paid under this agreement may not exceed the Maximum Compensation without an approved written supplement, change order, or amendment to this Agreement executed by the Parties.

For spare part replenishment, Contractor will procure and provide additional materials and equipment for spare part replenishment. Such materials and equipment will be provided at an approved cost at the time of purchase, given that such purchases shall not exceed a 15% markup beyond Contractor's actual cost.

Section 2.03. Invoicing. Contractor shall submit quarterly detailed invoices in a form approved by the Authority's Manager to:

Mr. Ronald J. Wasson

Town Manager, Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Invoices will be submitted at the beginning of each quarter and will be in the amount of one-fourth of the annual compensation set in Exhibit B, plus any costs associated with spare parts replenishment. The Authority's Manager will review and recommend payment within ten (10) days of receipt of completed application. Payment shall be made within thirty (30) days of the approval of Contractor's invoice by the Authority.

III. WARRANTIES, INDEMNITY, LIMITS OF LIABILITY AND INSURANCE,

Section 3.01. Warranty Claims on Toll Equipment/Software. Contractor is obligated to pursue on behalf of the Authority all warranty claims against any vendors of the AET Collection System pursuant to this Agreement or the Implementation Agreement. In addition to other common law and statutory warranties, whether implied or express, Contractor's warranty applies to materials, parts, labor and workmanship for one year from the date of completion of the Services. Contractor shall transfer all manufacturers' warranties to the Authority.

Section 3.02. Disclaimer of Implied Warranties. The express warranties contained in Section 1.01(b) and elsewhere in this Agreement, if any, are the sole and exclusive warranties provided by the Contractor. The Contractor specifically disclaims any other warranties, express or implied, including but not limited to warranties of merchantability, as well as any warranties alleged to have arisen from custom, usage, or past dealings between the parties.

Section 3.03. Indemnification.

AS PART OF THE CONSIDERATION FOR THIS AGREEMENT, THE CONTRACTOR, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES TO INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS, FROM LOSS, DAMAGE, INJURY, COST, EXPENSE, CLAIM, JUDGMENT, OR LIABILITY, INCURRED IN CONNECTION THEREWITH, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, BROUGHT BY ANY OF CONTRACTOR'S EMPLOYEES OR REPRESENTATIVES, OR BY ANY OTHER THIRD PARTY, BASED UPON, IN CONNECTION WITH, RESULTING FROM OR ARISING OUT OF CONTRACTOR'S WILLFUL, INTENTIONAL, RECKLESS, OR NEGLIGENT (WHETHER ACTIVE, PASSIVE, OR GROSS) ACTS OR OMISSIONS RELATED TO OR ARISING FROM THIS AGREEMENT, THE AET COLLECTION SYSTEM, AND THE IMPLEMENTATION AGREEMENT. THIS INDEMNITY AND HOLD HARMLESS PROVISION WILL APPLY WHETHER SUCH ACTS OR OMISSIONS ARE CONDUCTED BY THE

CONTRACTOR OR ANY SUBCONTRACTOR OR AGENT OF THE CONTRACTOR.

Section 3.04. Limitation of Liability. The Contractor's total liability to the Authority for any and all liabilities arising out of or related to this contract, from any cause or causes, and regardless of the legal theory, including breach of contract, penalties, loss of revenue, loss of transaction data, warranty, negligence, strict liability, statutory liability, or any indemnification obligation, shall be limited to the total value for the Scope of Work under this Agreement.

Section 3.05. Insurance. Before commencing any work hereunder, Contractor shall furnish certificates of its commercial general liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence and copies of endorsements to the Authority evidencing insurance coverage and naming the Authority as an additional insured. Copies of each policy shall be furnished to the Authority upon the Authority's request. Contractor shall not violate or knowingly permit to be violated any condition of the insurance policies required by this Agreement. Contractor shall advise Authority of any change or cancellation to its required insurance.

IV. TERM AND TERMINATION; DEFAULT

Section 4.01. Term. It is understood and agreed that the period of performance under this Agreement shall begin with the Effective Date until June 30, 2019. This Agreement can be extended for an additional five (5) year Term, if agreed by the Parties upon a prior written notice within ninety (90) days before the end of the Term.

Section 4.02. Termination Without Cause. Either party may terminate this Agreement without cause upon ninety (90) days written notice to the other party.

Contractor shall not be entitled to any payment or further payment other than for Services furnished prior to such termination, and reasonable costs associated with the cancellation of the Agreement and the transition to the Authority's new service provider in a total amount not to exceed ten thousand dollars (\$10,000.00).

Section 4.02. Termination for Cause. If either party is in default of this Agreement, the non-defaulting party will give written notice of such default, specifically describing the nature of the default. The alleged defaulting party shall have thirty (30) days to cure such default. If the default is not cured within said thirty (30) days and the curing period is not further extended by mutual agreement, then the Agreement would be deemed terminated at the end of the thirty (30) day curing period.

If the Agreement is terminated due to the Authority's default, Contractor shall be entitled to any and all payments due for Services furnished prior to such termination, and reasonable costs associated with the cancellation of the Agreement,

and any and all costs incurred by Contractor for the transition to the Authority's new service provider, if applicable, in a total amount not to exceed ten thousand dollars (\$10,000.00). All payments due shall be made by the Authority within thirty (30) days of the date of termination of the Agreement.

If the Agreement is terminated due to the Contractor's default, Contractor shall only be entitled to any payment due for Services furnished prior to such termination.

V. GENERAL CONDITIONS

Section 5.01. Agreement Controls. To the extent that there is any inconsistency between the provisions of this Agreement and any attachments or exhibits hereto, the terms of this Agreement shall control.

Section 5.02. Regulatory Requirements. All work will be done in strict compliance with all applicable city, county, state and federal rules, regulations and laws and any codes which may apply to the Services being provided. Contractor will obtain all its permits and licenses required to perform the Services and will be responsible for securing inspections and approvals of its work from any authority having jurisdiction over Contractor's Services.

Section 5.03. Safety and Health Standards. Contractor shall observe and comply with all applicable federal, state and local health and safety laws and regulations.

Section 5.04. Inspection. The Authority and its duly authorized representatives shall have the right to inspect all Services being performed hereunder at any time. Contractor agrees to maintain adequate books, payrolls and records satisfactory to the Authority in connection with any and all Services performed hereunder and to maintain such books, payrolls and records for at least four years. The Authority and its duly authorized representatives shall have the right to audit such books, payrolls and records at any reasonable time or times.

Section 5.05. Assignability. Contractor shall not assign its rights or obligations or any sum that may accrue to it hereunder without the written consent of the Authority, which shall not be unreasonable withheld.

Section 5.06. Modifications. This Agreement shall be subject to amendment, change or modification only with the prior mutual written consent of the Authority and Contractor.

Section 5.07. Force Majeure. In the event either party to this Agreement is rendered unable, wholly or in part, by force majeure including an act of God; strikes; lockouts, or other industrial disturbances; acts of the public enemy; orders of any kind of government of the United States or the State of Florida or any civil or military

authority (other than a party to this Agreement); insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; droughts; arrests; civil disturbances; explosions; or other inability similar to those enumerated including those by third parties that neither the Contractor or the Authority has control over; to carry out its obligations under this Agreement, it is agreed that party shall give written notice of such act to the other party as soon as possible after the occurrence of the cause relied on and shall, thereafter, be relieved of its obligations, so far as they are affected by such act, during the continuance of any inability so caused, but for no longer.

Section 5.08. Agreement Subject to Applicable Law. This Agreement and the obligations of the parties hereunder are subject to all rules, regulations and laws which may be applicable by the United States, the State of Florida or any other regulatory agency having jurisdiction.

Section 5.09. Governing Law. This Agreement is governed in accordance with the laws of the State of Florida and Miami-Dade County shall be the exclusive venue for disputes arising out of this Agreement. Any controversy, claim or dispute arising out of, or related to this Agreement or any breach thereof may be settled amicably by the parties through good faith negotiations to reach a mutually agreeable resolution of such dispute within a reasonable period of time. If the good faith negotiations do not result in an acceptable settlement of the controversy, claim or dispute, then the matter may be resolved in a court of competent jurisdiction in the State of Florida

Section 5.10. Waiver. No waiver or waivers of any breach or default by a party hereto of any term, covenant or condition or liability hereunder of performance by the other party of any duty or obligation hereunder will be deemed a waiver thereof in the future, nor will any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

Section 5.11. Intended Beneficiaries. This Agreement is for the sole and exclusive benefit of the Authority and Contractor and will not be construed to confer any benefit upon any other party. Further, it is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party Beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage or other cause of action pursuant to the terms or provisions of this Agreement.

Section 5.12. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of

such provision or part of this Agreement to other persons or circumstances will not be affected hereby.

Section 5.13. Survival. Sections 3.01, 3.02, 3.03, and 3.04 shall survive the termination of this Agreement.

Section 5.14. Agreement Documents. This Agreement includes Exhibits A and B, the Proposal of May 16, 2012, and all amendments thereto, all of which are incorporated herein by reference and are made a part hereof (together such documents, are referred to herein as the "Agreement Documents"). Any changes and/or additions made to the Agreement Documents as a result of negotiations with the Authority shall be included as part of this Agreement and attached hereto as an Exhibit. In the event of a conflict within the Agreement Documents, the order of prevailing precedence shall be as follows:

1. The Agreement, as amended;
2. Exhibits to the Agreement, Change Orders and amendments and all exhibits and attachments thereto;
3. Contractor proposal dated July 12, 2012;

Notwithstanding the order of precedence set forth above, in the event of a conflict within documents of the same priority (for instance, between Exhibits A and B), the Authority's Manager shall have the right, in its sole discretion, to determine which provision applies. If Contractor disagrees with the Authority's Manager's determination, the Contractor will provide the Authority's Manager with written notice of its protest, proceed with the steps necessary to comply with that determination under protest, and preserve any rights to seek additional compensation.

Section 5.15. Notice Provisions. Notices under this Agreement and the Agreement Documents shall be in writing and (a) delivered personally, (b) sent by certified mail, return receipt requested, or (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, to those individuals designated by Contractor and the Authority from time to time in writing:

To Authority: Mr. Ronald J. Wasson
 Town Manager, Town of Bay Harbor Islands
 9665 Bay Harbor Terrace
 Bay Harbor Islands, FL 33154

In addition, copies of all notices to proceed and suspension, termination and default notices forwarded by either Party shall be delivered to the following Persons:

To TransCore: Mr. Scott Hooton

EXHIBIT A

Scope of Work

TransCore will perform maintenance of the AET Collection System in accordance with the following:

▶ **Warranty Coverage Costs** - TransCore will coordinate the repair and/or replacement of all hardware provided as part of the AET Collection System. Costs associated with equipment repair other than TransCore-provided hardware will be on an RMA basis per each manufacturer's warranties.

▶ **Baseline Monitoring**- TransCore will perform a baseline of maintenance monitoring that includes:

- 24/7 helpdesk support (phone and email)
- 24/7 MOMS system monitoring
- One round of monitoring per shift (3 shifts per day).


▶ For any issues that require the Dispatch of onsite technicians to resolve any issue that becomes known through monitoring, the following shall occur shall:

- TransCore shall coordinate for the dispatch of onsite Bay Harbor Islands technicians and provide them with support as required to perform onsite repairs
- In the event that Bay Harbor Islands' technicians are unable to resolve such issues, TransCore shall dispatch its own technicians to perform onsite repairs. If used, these repairs shall be considered as additional work to be invoiced as follows:
 - Labor rate: \$78.16/hour
 - Materials and misc: cost plus 15%

Associate Vice President, TransCore, LP
3901 Commerce Parkway
Miramar, FL 33025

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date set forth on the first page hereof.

TOWN OF BAY HARBOR ISLANDS

By: 
Ronald J. Wasson, Town Manager

TRANSCORE LP

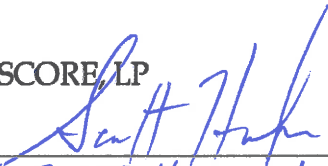
By: 
Name: SCOTT HOOTON
Title: AVP, PROGRAM MANAGER

EXHIBIT B

Maintenance Fees

| | |
|----------|--------------|
| Year 1 : | \$ 59,350.00 |
| Year 2 : | \$ 61,427.25 |
| Year 3 : | \$ 63,577.20 |
| Year 4 : | \$ 65,802.40 |
| Year 5 : | \$ 68,105.49 |

If optional 5-year maintenance period is exercised, the maintenance fee will be negotiated.

RESOLUTION NO. ____

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF AMENDMENT NO. 2 TO TOLL SYSTEM MAINTENANCE AGREEMENT WITH TRANSCORE, LP; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands (the “Town”) previously entered into a Toll System Maintenance Agreement on October 30, 2014 (the “Initial Agreement”) with TransCore, LP (“TransCore”) to provide for the maintenance of the Town’s All-Electronic Toll collection system; and

WHEREAS, the Town and TransCore entered into an Amendment to Toll System Maintenance Agreement, extending the Initial Agreement through January 28, 2026; and

WHEREAS, the Town and TransCore desire to extend the Initial Agreement for an additional five (5) years, desire to enter into Amendment No. 2 to Toll System Maintenance Agreement (“Amendment No. 2”) to do so; and

WHEREAS, the Town’s Information Technology Manager has submitted a written request to the Town Manager for an exemption from the Town’s competitive bidding requirements on the basis that TransCore is the sole source of supply for the maintenance of the Town’s All-Electronic Toll collection system; outlining the conditions and circumstances involved; and

WHEREAS, in light of the foregoing, the Town Council desires to waive competitive bidding requirements for the maintenance of the Town’s All-Electronic Toll collection system in accordance with Section 2-1.2(a)(8) of the Town Code and finds that said waiver is in the best interest of the Town; and

WHEREAS, the Town Council hereby finds that Amendment No. 2 between the Town and TransCore 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. Amendment No. 2 between the Town and TransCore 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 11th day of February, 2026.

ISAAC SALVER, MAYOR

ATTEST:

EVELYN HERBELLO, TOWN CLERK

APPROVED AS TO FORM:

**GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Morris G. (Skip) Miller, Esq.**

AMENDMENT NO. 2 TO TOLL SYSTEM MAINTENANCE AGREEMENT

This Amendment to Toll System Maintenance Agreement (the "Amendment") is made and entered effective as of January 28, 2026 (the "Effective Date") by and between the Town of Bay Harbor Islands, FL (the "Authority"), and TransCore, LP, a Delaware Limited Partnership (the "Contractor"), and amends the certain Toll System Maintenance Agreement dated October 30, 2014 between the Authority and the Contractor (the "Agreement"). Authority and Contractor are hereinafter individually referred to as a "Party" and collectively referred to as the "Parties".

WHEREAS, the Parties entered into the Amendment to Toll System Maintenance Agreement, dated January 28, 2021, which extended the Agreement for five (5) years;

WHEREAS, the Parties desire to further amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the terms and conditions hereof, and for other good and valid consideration, the receipt of which is acknowledged, the Parties agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated herein.
2. **TERM.** The Term set forth in Section 4.01 shall be extended. The Term shall commence on the Effective Date and end five (5) years thereafter ("Term").
3. **OUTSTANDING COMPENSATION.** N/A.
4. **COMPENSATION.** Section II of the Agreement shall be deleted in its entirety and be replaced with the following language:

Section 2.01. Agreement. The Contractor shall perform the Scope of Work in Exhibit "A" pursuant to the terms and conditions of this Agreement and within the "Maintenance Fees" shown in Exhibit "B."

Section 2.02. Compensation for Scope of Work. The hourly labor rate payable for the Contractor's technicians shall be increased by 3% annually during the Term, pursuant to the schedule set forth herein as Exhibit "A." In addition, Compensation payable to Contractor shall increase by 2.5% annually for Maintenance Fees during the Term, pursuant to the schedule set forth herein as Exhibit "B." The Compensation paid pursuant to this Amendment may not be increased without an approved written supplement, change order, or amendment to this Amendment, executed by the Parties.

For spare parts replenishment, Contractor shall procure and provide additional materials and equipment for spare parts replenishment. Such materials and equipment shall be provided at an approved cost at the time of purchase, provided that such purchases shall not exceed a 15% markup beyond Contractor's actual cost.

Section 2.03. Invoicing. Contractor shall provide quarterly detailed invoices to Authority in a form approved by the Authority's Manager.

Invoices shall be submitted at the beginning of each quarter and shall be in the amount of one-fourth of the annual compensation set forth in Exhibit "B," plus any costs associated with spare parts replenishment. Payment shall be due within thirty (30) days of the Authority's receipt of the Contractor's invoice, unless disputed by the Authority.

5. **NOTICE PROVISIONS.** Pursuant to Section 5.15 of the Agreement, the Notice Provisions shall be amended to provide for notices and invoices to be sent as follows:

To Authority: Lindsley Noel
Town Manager
Town of Bay Harbor Islands
1030 95th Street, Trailer 5
Bay Harbor Islands, FL 33154
Email to: lnoel@bayharborislands-fl.gov

To TransCore: Mr. Edgardo Torres, P.E., PMP
Associate Vice President
TransCore, LP
2416 Lake Orange Road, Suite 100
Orlando, FL 32837
Email to: edgardo.torres@transcore.com

6. **FULL FORCE AND EFFECT; CONFLICT.** The Agreement shall continue to be in full force and effect. To the extent that there is any conflict between the Agreement and this Amendment, this Amendment shall control.

IN WITNESS HEREOF, the Parties hereto have executed this Amendment in multiple copies, each of equal dignity, as of the date set forth on the first page hereof.

TOWN OF BAY HARBOR ISLANDS

By: _____

Lindsley Noel, Town Manager

TRANSCORE, LP

Signature: _____

Print Name: _____

Title: _____

EXHIBIT "A"

Scope of Work

TransCore will perform maintenance of the AET Collection System in accordance with the following:

▶ Warranty Coverage Costs -TransCore will coordinate the repair and/or replacement of all hardware provided as part of the AET Collection System. Costs associated with equipment repair other than TransCore-provided hardware will be on an RMA basis per each manufacturer's warranties.

▶ Baseline Monitoring- TransCore will perform a baseline of maintenance monitoring that includes:

- ® 24/7 helpdesk support (phone and email)
- 24/7 MOMS system monitoring
- One round of monitoring per shift (3 shifts per day).

▶ For any issues that require the Dispatch of onsite technicians to resolve any issue that becomes known through monitoring, the following shall occur shall:

- e TransCore shall coordinate for the dispatch of onsite Bay Harbor Islands technicians and provide them with support as required to perform onsite repairs.
- 0 In the event that Bay Harbor Islands' technicians are unable to resolve such issues, TransCore shall dispatch its own technicians to perform onsite repairs. If used, these repairs shall be considered as additional work to be invoiced as follows, during the Amended Term:

| | | |
|---------------|---------------|--------|
| ○ Labor Rate: | \$99.67/hour | Year 1 |
| | \$102.66/hour | Year 2 |
| | \$105.74/hour | Year 3 |
| | \$108.91/hour | Year 4 |
| | \$112.18/hour | Year 5 |

- Materials and Miscellaneous: cost plus 15%

EXHIBIT "B"

Annual Maintenance Fees

| | |
|--------------|--------|
| \$ 80,956.02 | Year 1 |
| \$ 82,979.92 | Year 2 |
| \$ 85,054.42 | Year 3 |
| \$ 87,180.78 | Year 4 |
| \$ 89,360.30 | Year 5 |

If optional 5-year maintenance period is exercised, the maintenance fee will be negotiated.



**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: | February 11, 2026 |
| SUBJECT: | Town of Bay Harbor Islands Comprehensive Plan Text Amendment – Creation of a Property Rights Element and Update to Infrastructure Element. |

RECOMMENDATION

Town Council discretion is requested to approve the Ordinance amending the Town's Comprehensive Plan to:

1. Create a new Property Rights Element, including updated Goals, Objectives, and Policies consistent with House Bill 59 (2021) and Section 163.3177(6)(i), Florida Statutes.
2. Update the Infrastructure Element to include sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge as a new subsection.

Staff recommend that the Town Council conduct a public hearing and adopt the proposed ordinance on first reading.

BACKGROUND

Private property rights protections have been included in Florida law for many years through statutes and local Future Land Use Elements (FLUEs). The 2021 Florida Legislative Session

adopted House Bill 59, which requires all local governments to establish a standalone Property Rights Element within their Comprehensive Plans (effective July 1, 2021).

Any Comprehensive Plan amendment submitted after that date—or the next scheduled Evaluation and Appraisal Report (EAR)—must include a Property Rights Element. The statute establishes a mandatory minimum list of property rights to be considered in land use and regulatory decision-making. The Department of Economic Opportunity (DEO) has provided a model set of Goals, Objectives, and Policies (GOPs), which local governments may adopt or expand upon.

The Town has historically recognized private property rights, particularly regarding residential density protections in its FLUE to address prior planning inconsistencies (see FLUE-34). The proposed amendment builds on this foundation while ensuring compliance with state law. In addition, the ordinance updates the Infrastructure Element to consolidate provisions for sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge into a single subsection for clarity and consistency.

INVENTORY AND ANALYSIS

- A. Property Rights Element – Goals, Objectives, and Policies
 - a. **Goal 11:** The Town shall protect private property rights and recognize the existence of legitimate and often competing public and private interests in land use regulations and other government actions.
 - i. Objective 11.1: The Town shall protect and preserve private property rights.
 - 1. Policy 11.1.1: The owner of real property shall have private property rights protected and preserved as follows, in accordance with Florida Statutes:
 - 2. a) The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
 - 3. b) The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of another person, subject to state law and local ordinances.
 - 4. c) The right of the property owner to privacy and to exclude others from the property to protect the owner’s possessions and property.
 - 5. d) The right of a property owner to dispose of his or her property through sale or gift.

The Town also recognizes protections under the Bert J. Harris, Jr. Private Property Rights Protection Act (Ch. 70, F.S.), including but not limited to:

- 70.001 – Private Property Right Protection
- 70.002 – Property Owner Bill of Rights
- 70.02 – Balancing of Interests
- 70.45 – Government Exactions
- 70.51 – Land Use and Environmental Dispute Resolution
- 70.80 – Construction of ss. 70.001 and 70.51

Goal: Provide for the protection of private property rights in local decision-making in accordance with ss. 163.3161(10) and 187.3, F.S.

Objective PR-1: Consider judicially acknowledged and constitutionally protected private property rights in all land use development and regulatory decision-making.

Policy PR-1.1: Consider the private property rights listed in ss. 163.3177(6)(i) in all land use development and regulatory decision-making.

B. Infrastructure Element Update

- a. The ordinance updates the Infrastructure Element to consolidate the following into a new subsection:
 - i. Sanitary sewer
 - ii. Solid waste
 - iii. Drainage
 - iv. Potable water
 - v. Natural groundwater aquifer recharge
- b. This update aligns the Comprehensive Plan with current operational practices and clarifies the Town's commitments in infrastructure management.

EXECUTE

The amendment will:

1. Add Property Rights Element to the Town's Comprehensive Plan, incorporating the Goals, Objectives, and Policies described above.
2. Update the Infrastructure Element by creating a new subsection addressing sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge.
3. Upon Town Council adoption, transmit the amendment to the Department of Economic Opportunity (DEO) and other required state agencies for review.

CONCLUSION

The proposed ordinance ensures the Town is fully compliant with state law while reinforcing its commitment to protecting private property rights. The Infrastructure Element update improves clarity and organization for municipal services planning.

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 OF BAY HARBOR ISLANDS, FLORIDA; APPROVING THE CREATION OF A PROPERTY RIGHTS ELEMENT TO THE TOWN'S COMPREHENSIVE PLAN AND DIRECTING THE TRANSMISSION OF THE PROPERTY RIGHTS ELEMENT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND OTHER REQUIRED REVIEW AGENCIES; APPROVING THE AMENDMENT TO SECTION 23-56 – COMPREHENSIVE PLAN, TO THE TOWN CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to and in accordance with Florida Statutes Section 163.3174 and Section 23-41 of the Town of Bay Harbor Islands Code of Ordinances, the Bay Harbor Islands Town Council is designated and established as the local planning agency (“LPA”) for the Town; and

WHEREAS, pursuant thereto the LPA is responsible for preparing a comprehensive plan or elements or portions thereof for the Town, and for recommending said comprehensive plan or elements or portions thereof to the Town Council; and

WHEREAS, at a meeting held on January 14, 2026, **the** LPA was presented with, and reviewed, (a) the addition of a “Property Rights Element” to the comprehensive plan as set forth below, and (b) conforming changes to Section 23-56 – Comprehensive Plan, of the Town of Bay Harbor Islands Code of Ordinances and other changes required by state law; and

WHEREAS, the LPA recommended approval of the Property Rights Element and the amendments to Section 23-56 of the Town Code of Ordinances by the Town Council; and

WHEREAS, the Town Council hereby finds approval of the Property Rights Element, set forth below, and the amendments to Section 23-56 of the Town Code of Ordinances, attached hereto as Exhibit A, to be in the best interest of the Town and its citizens; and

WHEREAS, the Town Council has determined that the public has been given the

opportunity to adequately participate in the planning process as required by Chapter 163 of the Florida Statutes during the preparation and desires that the Property Rights Element be transmitted to the Florida Department of Economic Opportunity (“DEO”).;

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

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

Section 2. The Town Council hereby approves and adopts the proposed amendment to the Town’s comprehensive plan by creating Section 11, entitled “Private Rights;” as follows:

Goal 11: The Town shall protect private property rights and recognize the existence of legitimate and often competing public and private interests in land use regulations and other government actions.

Objective 11.1: The Town shall protect and preserve private property rights.

Policy 11.1.1 – Property Rights: The owner of real property shall have private property rights protected and preserved as follows, in accordance with Florida Statutes:

- a) The right of a property owner to **physically possess and control** his or her interests in the property, including easements, leases, or mineral rights.
- b) The right of a property owner to **use, maintain, develop, and improve** his or her property for personal use or for the use of another person, subject to state law and local ordinances.
- c) The right of the property owner to **privacy** and to **exclude others** from the property to protect the owner’s possessions and property.
- d) The right of a property owner to **dispose** of his or her property through sale or gift.

Goal: Provide for the protection of private property rights in local decision-making in accordance with ss. 163.3161(10) and 187.3, F.S.

Objective PR-1: Consider judicially acknowledged and constitutionally protected private property rights in all land use development and regulatory decision-making.

Policy PR-1.1: Consider the private property rights listed in ss. 163.3177(6)(i) in all land use development and regulatory decision-making.

Supporting Statutory References:

- **House Bill 59 (2021)** – requiring a Property Rights Element
- **Bert J. Harris, Jr. Private Property Rights Protection Act (Ch. 70, F.S.)** – including protections for property owner rights, balancing interests, government exactions, and dispute resolution.

Section 3. The Town Council hereby approves the amendment of Section 23-56 – Comprehensive Plan, of the Town of Bay Harbor Islands Code of Ordinances, as set forth in Exhibit “A” hereto,

Section 4: The Town Clerk is further directed to transmit a certified copy of this Ordinance to the Florida Department of Economic Opportunity “DEO” pursuant to Chapter 163, Florida Statutes, as well as any other interested governmental entity.

Section 5: 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 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: The effective date of these plan amendments shall be the date a final order is issued by the Florida Department of Economic Opportunity (DEO) finding the amendments in compliance in accordance with Section 163.3184, Florida Statutes.

Section 9: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this 14th day of January, 2026.

PASSED on Second Reading TBA

Isaac Salver, Mayor

ATTEST:

Evelyn Herbello, Town Clerk

APPROVED AS TO FORM:

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

Sec. 23-56. Comprehensive plan.

- (a) *Adoption and exclusion of portions.* The Bay Harbor Islands Comprehensive Plan is hereby approved and adopted in accordance with the provisions of F.S. Ch. 163, Pt. II and Chapter 9J-5, Florida Administrative Code. The Bay Harbor Islands Comprehensive Plan shall consist of this ordinance [Ordinance No. 476] and the following portions of the document entitled "Town of Bay Harbor Islands Final Comprehensive Master Plan," which is attached hereto and incorporated herein:
- (1) Chapter 1, the future land use element;
 - (2) Chapter 7, the capital improvements element;
 - (3) Comprehensive plan monitoring and implementation program;
 - (4) The goals, policies and objectives of the following chapters:
 - a. Traffic circulation element;
 - b. Housing element;
 - c. ~~Sanitary sewer, solid waste, drainage, potable water and natural ground water aquifer recharge~~ Infrastructure element;
 - d. Coastal management element;
 - e. Conservation element;
 - f. Recreation and open space element;
 - g. Intergovernmental coordination element;
 - h. Property Rights element.
 - (5) Citizen's participation procedures;
 - (6) Evaluation and appraisal report.

The remaining portions of the document entitled "Town of Bay Harbor Islands Final Comprehensive Plan," are not adopted as part of the Bay Harbor Islands Comprehensive Plan but are considered as supporting documents pursuant to state law.

- (b) *Transmission of copies to state; availability to interested parties.* The town manager is directed to transmit to the Florida Department of Community Affairs, within five working days of the date of adoption, five copies of the approved comprehensive plan and to provide copies of said plan to other interested parties as provided by law.



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

| | |
|-----------------|--|
| TO: | Mayor and Town Council Members |
| THRU: | Lindsley Noel, Town Manager |
| CC: | Morris (Skip) Miller, Esq., Town Attorney Evelyn Herbello, Town Clerk |
| FROM: | Lorrainia Belle Town Planner |
| DATE: | February 11, 2026 |
| SUBJECT: | Town of Bay Harbor Islands – Amending Chapter 17, "Signs," to Establish New Standards for Primary Sign Height, Placement, and Alignment. |

RECOMMENDATION

Town Council discretion to approve the proposed amendments to Chapter 17, "Signs," of the Town Code of Ordinances to establish new, clear design standards for the height, placement, and alignment of primary business signs on building facades. These standards will create a more orderly, integrated, and aesthetically pleasing streetscape while providing consistent and predictable rules for businesses.

BACKGROUND

The Town's Sign Code, originally adopted in 1970, requires periodic review to balance commercial visibility with community character and design goals. The existing code contains a generic 14-foot maximum height for primary signs but lacks specific, design-oriented guidance on how signs should relate to a building's architecture. Furthermore, it does not require visual coordination between adjacent businesses in a multi-tenant building, which can lead to a cluttered and inconsistent streetscape appearance. These amendments address these gaps by introducing precise placement and alignment rules.

ANALYSIS

The proposed ordinance introduces key amendments to Chapter 17, specifically within Section 17-20(a)(4) "Maximum height of sign above grade" and Section 17-20(f). The changes replace the previous 14-foot standard with precise, design-integrated rules:

1. **First-Floor Limitation:** Confines primary business signage to the building façade of the business's first-floor occupancy, clearly defining where identification is appropriate.
2. **Architectural Placement:** Requires signs to be placed a minimum of 6 inches below key architectural features. This ensures signs are integrated into the building's design and do not disrupt architectural lines.
3. **Mandatory Alignment:** Requires all primary signs for multiple tenants within the same building or property frontage to share a common alignment (top, bottom, or horizontal center line). The alignment for a building frontage is established by the first approved sign permit, creating a uniform and orderly visual appearance for multi-tenant properties.
4. **Code Consistency:** A corresponding update to Section 17-20(f) removes the outdated, conflicting reference to a 14-foot height limit and directs compliance to the new, more detailed standards in subsection (a)(4).

These amendments provide a comprehensive framework that gives businesses and property owners clear parameters for effective identification while significantly elevating the design coherence and professional appearance of the Town's commercial corridors.

EXECUTE

Upon adoption, the revised Chapter 17 will be incorporated into the Town Code. The Planning and Zoning Department will update all related application materials and informational handouts. Code enforcement will focus on education and compliance assistance. The new alignment standard will be applied prospectively, governing all new sign permits submitted for a building frontage after the effective date.

CONCLUSION

The proposed amendments to Chapter 17 introduce vital new design standards for primary signage. By tying sign placement to architecture and requiring alignment for multi-tenant buildings, these rules are a proactive step toward achieving a more attractive, organized, and high-quality built environment. This supports business visibility while enhancing overall community character. Staff recommends approval.

FINANCIAL ANALYSIS

GL Line Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

1st Draft Ordinance

ORDINANCE NO. ___

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES RELATING TO EXTERIOR SIGNS; AMENDING ARTICLE II OF CHAPTER 17, ENTITLED SIGNS; BY AMENDING SECTION 17-20-EXTERIOR SIGNS TO THE TOWN'S CODE OF ORDINANCES PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS, REPEALER, CODIFICATION, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands originally adopted a Sign Code in 1970; and

WHEREAS, the Town Council periodically studies various land development trends and issues, and considers strategies and design guidelines to encourage the proper re-development of lands within the Town, and amends its Codes accordingly; and

WHEREAS, updates to Chapter 17 (Signs) are necessary to balance business visibility with community character; and

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

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

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

Section 2: That the Town of Bay Harbor Islands Code of Ordinances is hereby amended to modify Chapter 17 entitled "Signs" by amending Section 17-20 entitled "Exterior Signs", as more fully set forth in the attached Exhibit "A", and by reference made a part hereof.

Section 3: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 4: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this 14th day of January 2026.

PASSED on Second Reading this ___ day of _____ 2026.

ISAAC SALVER, MAYOR

ATTEST:

EVELYN HERBELLO, CMC 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 17 SIGNS

Sec. 17-20. Exterior signs.

(a) Signs in the B-1 zone shall bear no more than the name of the building, the trade name of the establishment, and the nature of the business, without designation of any particular product or service by trade name. Signs shall be of a size which is artistically and aesthetically proportionate to the size of the building and to the part of the building on which the sign is located. Each business located on the ground/street level must provide at least one business sign (wall/window/door/etc.). If a common ground/street level building area is occupied by more than one business, only one of the uses shall be entitled to a sign. Primary signs in the business district (B-1) shall comply with the following requirements:

- (1) *Maximum sign area.* No primary sign shall have an area measured from end to end and top to bottom of all lettering and including spaces between exceeding one and one-half square feet for each linear foot of street frontage occupied by the licensed establishment, with a maximum overall size of 30 square feet.
- (2) *Maximum height of sign.* No primary sign shall have lettering exceeding 18 inches in height and lettering less than 12 inches in height per line of signage.
- (3) *Maximum length of sign.* No primary sign shall have a length exceeding 60 percent of the linear street frontage occupied by the licensed establishment.
- (4) *Maximum height and placement of sign above grade.* ~~The top of all primary signs shall not exceed 14 feet above grade unless otherwise approved by the design review board based on architectural and aesthetic characteristics of a particular location.~~ Primary signs for a business or tenant shall be located on the building façade corresponding to that business's first-floor occupancy. The top of any primary sign shall be placed a minimum of six (6) inches below the top of the allowed sign area as defined by the architectural features of the building façade. All primary signage for multiple tenant spaces or bays within the same building or property frontage shall be aligned. Signs shall share a common top line, bottom line, or horizontal centerline, as established by the first approved sign permit for the building frontage, unless an alternative alignment is required to conform with the height and placement rules of this subsection. Building identification signs may be permitted above 14 feet above grade for buildings three or more stories in height subject to the provisions in section 17-20(t).

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

from the provisions of this section. Professionally designed window displays are exempt from this section.

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

provided for in section 17-20(a)(8), shall only have a minimum depth or return of one-half inch and shall be installed or mounted in such a manner that the face of the letter is a minimum of one-half inch from the wall or mounting surface. Notwithstanding the foregoing, primary signs located less than seven feet above the sidewalk grade, affixed to a wall or other building surface, shall have a minimum depth or return of one-quarter inch. All such signage is subject to planning and zoning department approval as to aesthetics, including methods of mounting and illumination, if any. If illumination requires the use of "raceways" (boxes behind the letters to hold wiring), such shall be of the same color as the building or background behind the raceway.

- (f) Only one sign of each type, i.e., primary identification, window, door, shall be permitted for each retail store and business establishment, and each building shall be permitted one primary identification sign which bears the name of such building, except as provided in sections 17-21 and 17-22. The top of all signs shall not be higher than 14 feet above the sidewalk grade with the exception of building identification signs as allowed in section 17-20(t). These provisions shall be controlling over the provisions of paragraph (a) in the case of any conflict.
- (g) Theater signs shall not be limited by subsection (a) above, but shall be incorporated in the basic architecture of the building and approved as a whole with the building plans. However, sign installations on theaters shall be subject to application, approval and permit requirements according to section 17-3.
- (h) Building tenant directory signs are required for all multi-story buildings in the B-1 District in accordance with section 17-3. All building tenant directory signs must be installed adjacent to an elevator, if placed inside a lobby, or near the lobby front door and rear door, if provided, on an exterior wall surface if placed outside of a lobby.
- (i) Signs in atria or semi-enclosed areas are treated for all purposes and subject to regulation in the same manner as if said areas were facing the street on an exterior wall. All provisions of this section relating to exterior signs in the B-1 zone are applicable to atria or semi-enclosed areas. Notwithstanding the foregoing provisions, illuminated or non-illuminated light boxes may be installed in the pedestrian walkways connecting the walkways paralleling Kane Concourse with the rear parking areas and/or the alley separating blocks 11, 12, 20 and 21, provided a permit is applied for and approved in accordance with section 17-3. Any such light boxes shall be positioned perpendicular to Kane Concourse unless the pedestrian walkway is angled in such a manner so that the light box is not visible from any adjoining roadway. The maximum size of any single light box shall be three feet in width by five feet in height. All such light boxes shall be maintained in proper working condition and appearance with all lighting operational, no broken glass and all framing maintained. All display items within light boxes shall be limited to those products or services owned or sold by the tenant upon which the light box is attached to the exterior of portion of the building occupied by the tenant.
- (j) Primary identification signage and window signs may include logos. The town has discretion to approve logos and has the final authority to limit or grant

approvals of logos based on aesthetics, proportions, and overall considerations of the surrounding neighborhood.

- (k) No awning or canopy shall be erected bearing any sign, including, but not limited to, letters and logos. However, the awning or canopy may bear the trade name of the establishment with which it is connected if the establishment does not have a primary sign on the same side of the building on which the awning or canopy is located. All provisions of the town's ordinances regulating signs must be complied with.
- (l) A one-time, professionally made temporary canvas or plastic sign may be displayed for a new business to state, "grand opening" on their premises for no more than 30 days upon the receipt of a permit and the payment of a \$100.00 fee. Also, a one-time, professionally made "coming soon" sign shall be permitted upon the application for a permit and payment of a \$100.00 fee. Such sign shall not exceed two feet vertical by six feet horizontal and may contain the words "Coming Soon," the name of the establishment and the nature of the business. The permit for this sign shall be issued for a period not to exceed six months. No permits shall be issued to businesses that have not filed an application for a business tax receipt with the town clerk.
- (m) For an existing business to promote a special occasion or sales event, a professionally made temporary canvas or plastic banner sign may be displayed to announce the event. The location of the sign must be on the site where the business is located, and may be placed in a window, door or across the building facade. If placed outdoors, any such sign shall be securely fastened to the building. Such sign shall not exceed two (2) feet vertically by six (6) feet horizontal. Such signs shall not be placed on the premises more than four times per calendar year and shall not be placed for more than ten days at any one time. A time period of at least 14 days must separate any placement of such signs. Prior to installing any such sign on their premises, a permit must be obtained from the town and the posting of a bond to ensure its removal at the end of the permit period.
- (n) No permits may be issued for box signs and/or signs utilizing flat plastic letters affixed to a flat surface subsequent to the effective date of this section. Such signs existing as of the effective date of this section shall be considered to be nonconforming and should be replaced with signage in conformance with this section at the earliest practicable date. All such nonconforming signage as described in this subsection shall have been removed or replaced within five years of the effective date (August 12, 1997).
- (o) Business located on the second floor of a building or higher, and businesses which do not occupy space directly adjacent to the street, are not permitted any signage other than door signs and building directories. This subsection (o) shall not apply to religious institutions, as religious institutions are restricted only to the second floor of a building and higher.
- (p) Notwithstanding the above, windows, doors, directory, temporary and interior signs may be approved by the town manager or his/her designee as long as it meets the current provisions of the Town Code as set forth in this chapter.

- (q) Notwithstanding any contrary provision(s) of this section, a publicly elected local, state or federal governmental official conducting a public business will be permitted to place a sign on the ground floor in the B-1 Business district which identifies his or her elected position and identity, subject to prior approval of the design review board of the town.
- (r) "Visitor parking," "no parking," "private parking" or other designated parking signs shall be permitted on private property to identify private parking and limitations thereto in the Business district (B-1) subject to prior approval of the town as to size, placement, and aesthetics. The "no parking" signs may be freestanding, but shall not exceed four feet in height, and shall be weighted or anchored into the ground at the bottom to keep the signs from topping over. Not more than one sign shall be permitted at the driveway entrance(s) to a parking facility and not more than one sign per four parking spaces within an off-street parking facility.
- (s) For sale, for rent, or for lease signs shall be permitted in the Business district (B-1) but shall not exceed one sign on each business, shall be no greater than 1.5 square feet in size, and shall be limited to: situation (sale, rent, lease, zoning, size of property); name of owner; broker or agent; phone number/E-mail; designs or trademarks, provided such design or trademark shall be appropriate to the scale of the sign. In addition, one sign may be hung from, or attached to the approved sign for temporary use announcing one additional bit of information limited to: For rent, for lease, open, by appointment only, size, zoning, associate's or salesperson's name. A "Sold" sign may be attached to the sign for a period of 30 days subsequent to the date of the sale. All of the above signs shall not exceed 48 square inches). Signs may be double-faced. No handmade signs shall be permitted. The sign shall be placed on a stand in front of the business, but not on town right-of-way, when physically possible. If the location of the business does not permit such placement, then the sign shall be placed on the window or door so it can be seen from the street. Before any "for sale," "for rent," "for lease" or "no parking" signs are displayed, an application for a permit for such display shall be filed with the town and a fee of \$25.00 paid by the applicant to the building department who shall issue such permit if applicant has complied with all provisions of this section. If a real estate company or its agent obtains a permit for a sign and sells the property before the expiration of the permit, the sign may be transferred to another property within the town so long as the real estate company or its agent notify the building department in writing of the change in location. Such signs shall be outdoors only and in plain black lettering on white background, with no iridescent paint or coloring or other lighting, and shall be of neat professional appearance. Notwithstanding the above, a company logo or trademark may be colorized, provided the logo or trademark colors are compatible and not bright iridescent "neon" colors.
- (t) *Building identification signs.* Buildings with three or more stories in height may be allowed to have building identification signs exceeding 14 feet above the sidewalk grade subject to the approval of the design review board per subsection (a)(4) and subject to the following conditions:

- (1) The sign(s) should be placed at the uppermost portion of the building and designed to be in proportion to the architectural facade or wall of the building upon which it is attached;
 - (2) Signs, if permitted, shall be affixed solely to building facades that face an adjoining street frontage. Illuminated signage is only permitted when the land across the adjoining street is located within the B-1 Business District. However, signage facing a residential district shall not be illuminated. For the purpose of this section, the alleys between Blocks 11, 12, 20 and 21 are not considered street frontages;
 - (3) No more than two building identification signs are allowed per building and only one sign is allowed per street frontage;
 - (4) A building identification sign is primarily intended to identify a multi-story/multi-tenant building complex.-
 - (5) No building identification sign shall include off-premises tenants, sponsor or advertising of any type;
 - (6) Building identification signs, if allowed, shall be placed to not break important horizontal or vertical building lines or architectural features. This requirement will be considered met if none of the following types of lines are broken:
 - a. Cornice lines; lintel or sill lines, actual or extended; belt course lines;
 - b. Column or pilaster lines;
 - c. Columns, decorative panels, friezes, keystones, medallions, ornamental trim, ornaments, pediments, pilasters, rosettes, windows, and similar architectural detail features.
 - (7) The sign length should not exceed 60 percent of the architectural façade or wall of the buildings upon which it is attached;
 - (8) The maximum overall square footage for each individual sign shall not exceed 180 square feet;
 - (9) The maximum height of all letters, numbers or logos in a sign shall not exceed 36 (thirty-six) inches in height.
- (u) Notwithstanding the above provisions, based on the proposed sign design, sign location, building height, architectural features or other unique circumstances, the design review board may vary the above criteria. If the design review board varies from the above criteria, copies of the approved sign and written reasons for the modifications shall be forwarded to the town council within 15 days. Upon receipt of the design review board's action a member of the town council or the town manager may appeal the board's decision. If the board's decision is appealed the matter shall be placed on the next available town council meeting agenda for action.
- (v) *Sidewalk café/outdoor restaurant menu board/sandwich sign.* One menu board or sandwich sign is allowed per restaurant and shall be limited to six square feet in area. The color of the sign frame and sign background shall be

approved by the Town. White, grays, or wood colored earth tones are required for the above. There shall be no signage or logos displayed on umbrellas that can be seen from the public right-of-way, other than the name of the business establishment;

- (w) *Holiday decorations.* Holiday decorations are permitted to be installed up to two weeks before and one week after the specified holidays listed herein. All holiday decorations must be placed on the interior of the business. No holiday decorations may contain any business names or logos. No holiday decorations shall be placed on the Town's property. Holiday decorations are permitted on private property for the following holidays:
 - (1) *United States federal holidays.* New Year's Day, Birthday of Martin Luther King Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day;
 - (2) *Other holidays.* Valentine's Day, St. Patrick's Day, Mothers Day, Flag Day, Fathers Day, Halloween;
 - (3) Religious Holidays.
- (x) *Vacant property.* If any commercial property is vacant for more than 15 days, all glass surfaces visible to the public at street grade shall be kept clean, and the interior of such vacant store shall be screened from public view in one of the following ways until the property is occupied:
 - (1) All glass surfaces visible to the public at street grade shall be covered with a town-approved material having a common design motif and a consistent predetermined color (material available at the building and zoning department); or
 - (2) Decorative displays of the future tenant of the vacant store. Such screening shall consist of a town-approved material having a common design motif and a consistent predetermined color. Such screening material shall be mounted on a freestanding partition, attached to a wooden frame or affixed by other temporary means.



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

| | |
|-----------------|--|
| TO: | Mayor and Town Council Members |
| THRU: | Lindsley Noel, Town Manager Evelyn Herbello, Town Clerk |
| CC: | Morris (Skip) Miller, Esq., Consultant Town Attorney |
| FROM: | Lorrainia Belle Town Planner |
| DATE: | February 11, 2026 |
| SUBJECT: | Town of Bay Harbor Islands – Amending the Town's Code of Ordinances related to Construction Site Operations. |

RECOMMENDATION

Town Council discretion to approve the attached Ordinance amending Section 5-5 of the Town Code to enhance construction site cleanliness, security, and worker amenities.

BACKGROUND

Section 5-5 has been updated twice in the past 12 months to address ongoing construction-related concerns. In August 2025, the Council amended subsection (h) to enhance daily job site maintenance requirements. In October 2025, the Council further amended Section 5-5 to prohibit all off-site construction parking and significantly increase penalties, raising fines to \$5,000 for a first violation and \$10,000 for a second, with a Stop Work Order authorized for a third violation.

Despite these changes, recurring issues related to worker conduct after hours, inadequate daily cleanup, and lack of on-site changing facilities have continued to prompt resident complaints. The proposed amendments are intended to address these persistent quality-of-life and neighborhood nuisance issues by establishing clear, enforceable standards for on-site changing facilities, daily cleanup, and post-work site vacating.

ANALYSIS

The proposed amendments introduce three new requirements for all construction sites within Town limits:

1. **Designated Changing Facility** – A fully enclosed, on-site facility must be provided for construction workers to change clothing. Changing outside of this facility is prohibited.
2. **Daily Cleanup Requirement** – All construction sites must conduct a daily cleanup of garbage and debris within the premises, ensuring waste is properly contained by the end of each workday.
3. **No-Loitering Policy** – All personnel must vacate the construction site immediately upon completion of daily work activities. Loitering after hours is prohibited unless authorized for security or management purposes.

These amendments will be integrated into existing subsections of Section 5-5 for logical enforcement and clarity. Penalties for violations will follow the existing enforcement structure outlined in subsection (m).

CONCLUSION

The Town Council may consider approval of the attached ordinance to promote cleaner, safer, and more orderly construction sites. These amendments will provide clear standards for worker facilities, daily maintenance, and site security, supporting the Town's goal of minimizing construction-related impacts on residents and neighborhoods.

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 ___ day of January, 2026

PASSED on Second Reading this ___ day of _____, 2026.

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"

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 and changing 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.
- (1) A fully enclosed, on-site changing facility shall be provided for the exclusive use of construction workers to change clothing. Changing of clothes shall not occur outside of this designated facility. The facility shall be maintained in a clean, secure, and sanitary condition, and shall be located so as to minimize visibility from off-site. This facility shall be in addition to any temporary bathroom facilities required under this section.
- (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 shall be permitted only on the designated project site. Off-site parking or the leasing of alternative parking locations inside the Town is strictly prohibited. All construction workers not parking on site shall be transported into Town via shuttle or bus service. Effective as of October 8, 2025, all existing construction projects utilizing off-site parking shall have thirty (30) calendar days from that date to 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.
 - (7) Daily cleanup of all garbage, debris, and litter generated on the premises. All waste shall be placed in designated dumpsters or trash enclosures by the end of each workday.
- (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.

Upon completion of daily work activities, all personnel shall vacate the construction site immediately. Loitering on-site after work hours is prohibited. This provision shall not apply to authorized security personnel or individuals with written approval from the site owner or manager.

- (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. 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 October 8, 2025, 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 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
MEMORANDUM**

TO: Mayor and Members of the Town Council

FROM: Alexander Garcia, Building Official

THROUGH: Town Manager

DATE: 1/26/2026

SUBJECT: Unsafe Structures Ordinance – Emergency Displacement, Enforcement, and Cost Recovery

PURPOSE OF MEMORANDUM

The purpose of this memorandum is to provide background and context regarding the proposed ordinance relating to unsafe structures, emergency displacement assistance, enforcement authority, and cost recovery, which is presented for Council consideration.

BACKGROUND

The Town of Bay Harbor Islands enforces the Florida Building Code, which requires the Building Official to identify, evaluate, and address buildings that are unsafe or unfit for human occupancy. In certain cases, unsafe structures present immediate life-safety hazards that require prompt action, including orders to vacate, securing of the structure, and temporary protective measures.

Recent enforcement cases have highlighted limitations in the Town’s existing regulatory framework when property owners fail or refuse to comply with lawful orders, defer maintenance, or attempt to rely on stated future demolition to avoid responsibility. In some instances, unsafe conditions have resulted in occupant displacement, leaving the Town to respond to urgent life-safety and humanitarian concerns without clear cost-recovery authority.

SUMMARY OF PROPOSED ORDINANCE

The proposed ordinance is intended to strengthen and clarify the Town's authority while remaining fully consistent with existing Florida Building Code enforcement powers. Key elements include:

- Clarifying that unsafe structures resulting from owner-caused or owner-allowed conditions remain the responsibility of the property owner.
- Authorizing limited emergency displacement assistance solely to protect life safety when owners refuse to act.
- Affirming that Town actions taken to protect life safety do not waive owner responsibility or create landlord-tenant obligations.
- Authorizing interim safety measures and Town-performed abatement when owners fail to comply with lawful orders.
- Establishing clear authority for recovery of Town-incurred costs, including professional services, securing, stabilization, and enforcement.
- Clarifying that a stated intent to demolish does not stay enforcement absent an issued demolition permit.
- Providing enhanced enforcement remedies through the Special Magistrate, including fines, liens, and shortened compliance timelines for repeat violations.

POLICY CONSIDERATIONS

The ordinance is designed to ensure that life-safety decisions are based on objective building conditions, that negligent property owners do not shift the cost of unsafe conditions to the Town or its residents, and that enforcement actions cannot be misused to improperly displace occupants without accountability.

The ordinance does not regulate landlord-tenant relationships, rent, or private lease terms, and does not create new categories of enforcement beyond those already authorized under the Florida Building Code.

FISCAL IMPACT

The ordinance may allow the Town to recover costs that are currently absorbed during unsafe structure responses. Any emergency expenditures authorized under the ordinance are intended to be temporary and recoverable from responsible property owners through existing legal mechanisms.

RECOMMENDATION

Staff recommends adoption of the Unsafe Structures Ordinance as presented. The ordinance provides clarity, strengthens enforcement consistency, protects residents, and ensures that responsibility for unsafe conditions remains with property owners, consistent with Florida law and the Town's public safety obligations.

34 WHEREAS, when Town resources are expended to address unsafe structures
35 caused or allowed by property owners, such costs should be borne by the responsible
36 owners rather than the taxpayers; and

37 WHEREAS, the Town Council held a duly advertised public hearing to consider the
38 proposed modifications to the Town’s Building and Construction Code.

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

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

43 **SECTION 2. PURPOSE AND INTENT.** The purpose of this ordinance is to protect
44 public health, safety, and welfare; prevent misuse of unsafe-structure enforcement to
45 displace occupants; ensure negligent property owners bear financial responsibility for
46 unsafe conditions; and provide clear authority for emergency action and cost recovery.

47 **SECTION 3. EMERGENCY DISPLACEMENT ASSISTANCE.** When a structure is
48 declared unsafe and ordered vacated, and the owner fails or refuses to provide temporary
49 relocation, the Town Manager or designee may expend Town funds on an emergency
50 basis solely to protect life safety. Such assistance is temporary and does not create a
51 landlord-tenant relationship.

52 **SECTION 4. OWNER-CAUSED OR OWNER-ALLOWED UNSAFE**
53 **CONDITIONS.** A determination by the Building Official that an unsafe condition resulted
54 from negligent maintenance, willful disregard, failure to correct known deficiencies, or
55 failure to comply with lawful orders shall constitute evidence of owner responsibility for all
56 resulting enforcement actions and costs.

57 **SECTION 5. PROPERTY OWNER RESPONSIBILITY NOT WAIVED.** Town
58 actions taken to protect life safety shall not relieve a property owner of obligations owed
59 to occupants or be deemed acceptance of liability by the Town.

60 **SECTION 6. INTERIM SAFETY AND HABITABILITY MEASURES.** The Building
61 Official may require temporary measures including weatherproofing, shoring, securing,
62 mold containment, or utility disconnection, regardless of an owner’s intent to repair or
63 demolish.

64 **SECTION 7. INTENT TO DEMOLISH NOT A DEFENSE.** An owner’s stated intent
65 to demolish or redevelop shall not stay enforcement or relieve responsibility unless a
66 demolition permit has been issued and safety measures implemented.

67 **SECTION 8. TOWN ABATEMENT UPON OWNER REFUSAL.** If an owner fails to
68 comply, the Town may perform or contract for necessary work. All costs incurred shall be
69 recoverable and may be recorded as a lien.

70 **SECTION 9. COST RECOVERY AND LIENS.** The Town may recover all costs
71 including emergency lodging, professional services, stabilization, administrative, and
72 enforcement expenses through any lawful means.

73 **SECTION 10. SPECIAL MAGISTRATE REMEDIES.** The Special Magistrate may
74 order fines, reimbursement, Town-performed abatement, lien recording, shortened
75 compliance deadlines, and enhanced remedies.

76 **SECTION 11. REPEAT OFFENDER PROVISIONS.** Repeat unsafe structure
77 declarations may result in enhanced enforcement and penalties.

78 **SECTION 12. ADMINISTRATION AND ENFORCEMENT.** This ordinance shall be
79 administered by the Building Official, Town Manager, and Code Enforcement staff.

80 **SECTION 13: SEVERABILITY.** If any section, paragraph, sentence or word of this
81 Ordinance or the application thereof to any person or circumstance is held invalid, that
82 the invalidity shall not affect the other sections, paragraphs, sentences, words or
83 application of this Ordinance.

84 **SECTION 14: CODIFICATION.** It is the intention of the Town Council of the Town
85 of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance
86 shall become and be made a part of the Town of Bay Harbor Islands Code of Ordinances,

87 that sections of this Ordinance may be re-numbered or re-lettered to accomplish such
88 intentions, and that the word "Ordinance" shall be changed to "Section" or other
89 appropriate word.

90 **SECTION 15: CONFLICTS.** All Ordinances, parts of Ordinances, Resolutions or
91 parts of Resolutions in conflict herewith be and the same are hereby repealed to the
92 extent of such conflict.

93 **SECTION 16: EFFECTIVE DATE.** This Ordinance shall be in full force and take
94 effect immediately upon its passage and adoption.

95 PASSED on First Reading this ____ day of _____, 2026.

96 PASSED on Second Reading this ___ day of _____, 2026.

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ATTEST:

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ISAAC SALVER
MAYOR

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
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: | February 11, 2026 |
| SUBJECT: | Town of Bay Harbor Islands – First Reading of Ordinance Establishing a New Transportation Impact Fee (Section 19-70). |

RECOMMENDATION

Town Council discretion to approve the attached Ordinance on first reading, which adopts a new Section 19-70, "Transportation Impact Fee," into the Town's Code of Ordinances.

BACKGROUND

As the Town plans for its future and manages ongoing redevelopment, ensuring our transportation infrastructure can accommodate growth is a fundamental responsibility. New development generates additional vehicular trips, placing increased demand on the Town's roadway network, including Kane Concourse, bridges, signals, sidewalks, and related public infrastructure. The current funding model for significant transportation improvements relies on the General Fund, which does not directly link the cost of growth to the developments that create the need.

To address this, the Town Council directed staff and the Town Attorney to develop a fair and legally defensible mechanism to ensure new growth pays its proportionate share of the capital costs for transportation system expansions necessitated by that growth. On October 8, 2025, the Town Council approved the hiring of a qualified consultant to conduct a comprehensive Transportation Impact Fee Study. This study will provide the necessary data and methodology to calculate equitable fees and ensure the program complies with all statutory requirements.

ANALYSIS

The attached ordinance establishes a Transportation Impact Fee program. This is a standard and widely accepted planning tool used by municipalities to fund infrastructure required by new development. Key aspects of the proposed ordinance include:

1. **Legal Basis & Intent:** The ordinance establishes clear legislative findings that link new development to increased infrastructure demand and declares the Council's intent to have such development bear a proportionate share of capital costs, separate from operational and maintenance expenses.
2. **Fair Share Principle:** The fee is designed to ensure that new development contributes its "fair share" to the cost of system improvements needed to maintain adopted Levels of Service (LOS), protecting the quality of life for existing residents and businesses.
3. **Structure of the Ordinance:** The new Section 19-70 provides the foundational framework, including:
 - o **Short Title and Applicability** (applies to new residential, commercial, and mixed-use development).
 - o **Legislative Findings, Intent, and Purpose.**
 - o **Key Definitions** (e.g., "Transportation Impact Fee," "Transportation System," "Level of Service").
 - o **Placeholder for Future Detail:** The ordinance structure anticipates that detailed schedules for **Fee Calculation, Administration, Collection Procedures, Establishment of a Trust Fund, and an Appeals Process** will be developed through a subsequent resolution or amendment based on the forthcoming consultant's study. This two-step process allows the Council to establish the legal framework first, with specific fees and administrative details to follow based on a professional needs assessment.

CONCLUSION

The establishment of a Transportation Impact Fee is a proactive and fiscally responsible step toward managing the Town's growth. It creates a dedicated, equitable funding source for necessary transportation improvements directly linked to new development. Staff believes this ordinance establishes a sound legal and policy framework for the program. Approval on first reading will initiate the public process for this important initiative.

FINANCIAL ANALYSIS

GL Line-Item Number: A new dedicated account will need to be established upon final adoption of the fee schedule.

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, ADOPTING A NEW SECTION 19-70, "TRANSPORTATION IMPACT FEE," TO THE TOWN'S CODE OF ORDINANCES; PROVIDING LEGISLATIVE FINDINGS AND INTENT; PROVIDING APPLICABILITY, PURPOSE, AND DEFINITIONS; PROVIDING FOR THE ESTABLISHMENT OF A TRANSPORTATION IMPACT FEE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands is responsible for providing, operating, and maintaining a safe and efficient public transportation system for the movement of people and goods to protect the public health, safety, and welfare of its residents and businesses; and

WHEREAS, new development within the Town generates additional vehicular and pedestrian trips, creating increased demand upon the public transportation infrastructure, including roadways, bridges, signals, signage, striping, sidewalks, and related capital facilities; and

WHEREAS, it is necessary and in the public interest to establish a mechanism to ensure that new growth and development contributes its proportionate and equitable share to the capital costs of expanding and improving the transportation system necessitated by such development; and

WHEREAS, the Town Council has determined that the adoption of a transportation impact fee ordinance is a rational and reasonable method to fund these necessary system improvements and to maintain the adopted Level of Service standards for the Town's transportation network, separate from general fund revenues used for operational and maintenance expenses; and

WHEREAS, the Town Council held duly advertised public hearings to consider the adoption of this new ordinance.

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

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

Section 2: Adoption of New Section 19-70. The Town of Bay Harbor Islands Code of Ordinances is hereby amended by adding a new Section 19-70, titled "Transportation Impact Fee," which shall read as follows:

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 11th day of February 2026.

PASSED on Second Reading 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 19 TRAFFIC

ARTICLE IV. TRANSPORTATION IMPACT FEE

Reserve Sec.19-58-68

Sec. 19-70. Transportation Impact Fee

- a) Short title. This section shall be known and may be cited as the Town of Bay Harbor Islands "Transportation Impact Fee Ordinance".
- b) This section shall apply to the development of property for residential or commercial use located within the boundaries of the town.
- c) Providing safe and efficient transportation for people and goods throughout the islands is a core municipal function of the Town. The benefits of mobility relate directly to the quality of life of our residents and the economic health of the business community. The purpose of this section is to provide a standard level of service regarding the condition of the transportation system including, but not limited to, roads, bridges, signals, signage, striping and sidewalks but also for the addition or expansion of the transportation system necessary to adequately serve the impacts and demands of new development; and to require that future growth contribute its fair share to the cost of additions and improvements to the transportation system, in amounts reasonably anticipated to offset the impacts and demands generated by such growth. This cost does not include operational and maintenance costs.

Sec. 19-71- Payment required upon building permit issuance, other

Before a building permit is issued, the applicant shall be required to pay monetary fees or to dedicate land, or a combination thereof in accordance with this section. The fees as set forth in this section shall be paid upon the issuance of a building permit. However, at the discretion of the town council, the council may order said fees to be paid at the time of platting a subdivision plan, site development, or at the time of issuance of the certificate of occupancy taking into consideration the type of development and any unique factors concerning the development.



**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: | February 11, 2026 |
| SUBJECT: | Town of Bay Harbor Islands – First Reading of Ordinance Establishing a New Police Service Impact Fee (Section 26.1). |

RECOMMENDATION

Town Council discretion to approve the attached Ordinance on first reading, which adopts a new Section 26.1, "Police Service Impact Fee," into the Town's Code of Ordinances.

BACKGROUND

Providing for the safety and security of our residents, businesses, and visitors is the Town's most fundamental responsibility. New residential and commercial development increases the demand for police services, including emergency response, routine patrols, crime prevention, and traffic enforcement. To meet this increased demand effectively, the Town must expand and upgrade its public safety capital infrastructure, such as police vehicles, communications systems, information technology, and training facilities. Currently, these significant capital costs are borne by the General Fund, which places the burden of funding growth-related needs on all taxpayers.

To ensure new growth pays its proportionate share for the capital facilities it necessitates, the Town Council directed staff to develop a fair and legally sound Police Service Impact Fee program. The proposed ordinance establishes the legal framework for such a fee, consistent with Florida Statutes Chapters 163 and 166. A companion Impact Fee Study will be required to define the specific fee calculations and capital improvements plan, providing the necessary nexus and proportionality to withstand legal scrutiny.

ANALYSIS

The attached ordinance establishes the legal and policy foundation for a Police Service Impact Fee, a common and judicially validated tool for funding infrastructure necessitated by growth. Key aspects include:

1. **Legislative Findings & Purpose:** The ordinance contains detailed legislative findings that establish the clear link between new development and the need for expanded public safety capital facilities. It formally declares the Town Council's intent to ensure new development bears a proportionate share of these capital costs, distinct from ongoing operational and maintenance expenses funded through the General Fund.
2. **Equity & Fair Share:** The program is designed on the principle that future growth should pay its own way. The fee will be calculated to ensure that new development contributes a fair and proportionate share toward the capital costs required to maintain the Town's established level of police service.
3. **Structure of the Ordinance:** The new Section 26.1 provides the essential framework, including:
 - o A **Short Title** and clear **Applicability** to new residential and commercial development.
 - o Comprehensive **Legislative Findings and Purpose**.
 - o **Future Detail via Resolution:** A critical component of the ordinance states that the specific fee amounts for each type of development unit will be established by a subsequent resolution, based on the forthcoming Impact Fee Study. This two-step process (1. Establish the legal authority via ordinance; 2. Set the fees via resolution) is a standard and prudent approach, allowing fees to be updated as needed without amending the Town Code.

CONCLUSION

The establishment of a Police Service Impact Fee is a strategic, long-term planning tool that promotes responsible fiscal management and equitable growth. By creating a dedicated funding source for public safety capital needs generated by new development, the Town can ensure its police department remains equipped and effective without placing undue financial strain on existing taxpayers. Staff has worked with the Town Attorney to draft an ordinance that creates a legally sound framework for this program. Approval on first reading will initiate the public hearing process for this important measure.

FINANCIAL ANALYSIS

GL Line-Item Number: A new, dedicated Police Service Impact Fee Trust Fund will need to be established by the Finance Department upon final adoption of the fee schedule resolution.

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

1st Ordinance

ORDINANCE NO. ---

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ESTABLISHING A POLICE SERVICE IMPACT FEE; PROVIDING FOR A SHORT TITLE; PROVIDING FOR THE IMPOSITION AND CALCULATION OF THE FEE; PROVIDING FOR COLLECTION PROCEDURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE TOWN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Bay Harbor Islands ("Town") is empowered by the Florida Constitution, the Bay Harbor Islands Town Charter, and Chapters 163 and 166, Florida Statutes, to enact ordinances for the protection, health, safety, and general welfare of its residents; and

WHEREAS, protecting public safety is a core municipal function of the Town, and the enforcement of laws and codes is a core function of the Department of Public Safety; and

WHEREAS, research consistently demonstrates that strong adherence to the rule of law is a foundational element of economically thriving and secure communities; and

WHEREAS, new residential and commercial development generates additional demand for police services, including emergency response, traffic enforcement, and crime prevention, which requires the Town to expand its public safety capital infrastructure; and

WHEREAS, such capital infrastructure includes, but is not limited to, police vehicles, communications equipment, information technology systems, training facilities, and other equipment required to effectively and safely respond to calls for service; and

WHEREAS, it is necessary and equitable that new development pay its proportionate share of the capital costs required to maintain the Town's standard level of police service, ensuring that such growth does not diminish service levels for existing residents and businesses; and

WHEREAS, the Town intends to establish a Police Service Impact Fee that is rationally and reasonably calculated to offset the capital cost impacts generated by new development, separate from operational and maintenance costs which are funded through the General Fund;

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

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

Section 2: Adoption of New Chapter 26. The Town of Bay Harbor Islands Code of Ordinances is hereby amended by adding a new Section 26.1, titled "Police Service Impact Fee".

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 11th day of February 2026.

PASSED on Second Reading 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 26

POLICE

Sec. 23-1. – Bay Harbor Islands Police Impact Fee Ordinance.

- (a) Short title. This section shall be known and may be cited as the Town of Bay Harbor Islands "Public Safety Impact Fee Ordinance".
- (b) This section shall apply to the development of property for residential or commercial use located within the boundaries of the town.
- (c) Protecting public safety is a core municipal function of the Town. The enforcement of laws and codes is a core function of the Department of Public Safety. The public benefits of this function are well established, and research consistently demonstrates that strong adherence to the rule of law is a foundational element of economically thriving and secure communities. The purpose of this section is to provide a standard level of service regarding the ability of officers to respond to calls from the public with the equipment required to effectively address the calls. This includes both the increased use of current equipment and the capital expenditure needed to add or expand facilities and resources sufficient to meet the impacts and demands created by new development. It further ensures that future growth pays its proportionate share of these costs in amounts reasonably calculated to offset the impacts generated by that growth. This cost does not include operational and maintenance costs.

Sec. 26-2- Payment required upon building permit issuance, other

Before a building permit is issued, the applicant shall be required to pay monetary fees or to dedicate land, or a combination thereof in accordance with this section. The fees as set forth in this section shall be paid upon the issuance of a building permit. However, at the discretion of the town council, the council may order said fees to be paid at the time of platting a subdivision plan, site development, or at the time of issuance of the certificate of occupancy taking into consideration the type of development and any unique factors concerning the development.



**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: | February 11, 2026 |
| SUBJECT: | Town of Bay Harbor Islands – First Reading of an Ordinance Amending the Town Code to Establish a New Park Impact Fee |

RECOMMENDATION

Town Council discretion to approve the attached Ordinance on first reading, which amends the Town Code by adding Section 15-6, titled "Bay Harbor Islands Local Park Impact Fee Ordinance."

BACKGROUND

Providing parks, open space, and recreational opportunities is essential to the health, welfare, and quality of life of our residents. New residential development increases the demand for these public facilities. To meet this increased demand and maintain the community's established standards, the Town must expand and enhance its public park system, including acquiring land, developing parks, and improving existing recreational infrastructure.

Currently, the capital costs for these park improvements are borne by the General Fund, placing the financial burden of funding growth-related needs on all taxpayers. To ensure new residential growth pays its proportionate share for the park capital facilities it necessitates, the Town Council has directed staff to prepare an amendment to the Town Code to implement a Park Impact Fee program. The proposed ordinance amends the Code to add the legal framework for such a fee, consistent with Florida Statutes Chapters 163 and 170. A companion, professionally prepared Park Impact Fee Study will define the specific fee calculations and a Capital Improvements Plan, providing the required "dual rational nexus" to withstand legal scrutiny. This initiative

complements the existing policy for parkland dedication established by Ordinance No. 784, effective November 14, 2005.

ANALYSIS

The attached ordinance **amends the Town Code to add** the legal and policy foundation for a Park Impact Fee, a standard and judicially validated tool for funding infrastructure necessitated by growth. Key aspects of this **Code amendment** include:

1. **Legislative Findings & Purpose: Section 15-6** contains detailed legislative findings that establish the clear benefits of public parks and the direct link between new residential development and the need for expanded park capital facilities. It formally declares the Town Council's intent to ensure new development bears a proportionate share of these capital costs, distinct from ongoing operational and maintenance expenses.
2. **Equity & Fair Share:** The program is designed on the principle that future growth should pay its own way. The fee will be calculated to ensure that new residential development contributes a fair and proportionate share toward the capital costs required to maintain the Town's adopted Level of Service for parks.
3. **Structure of the Amendment: Section 15-6** provides the essential framework, including:
 - o A Short Title and clear Applicability to new residential development (non-residential and commercial are exempt).
 - o Comprehensive Legislative Findings and Purpose.
 - o Key definitions, collection procedures, use of funds, credit provisions, exemptions, and appeals processes.
 - o **Future Detail via Resolution:** A critical component is that the specific fee schedule (amount per dwelling unit type) will be established by a subsequent resolution of the Town Council, based on the forthcoming Impact Fee Study. This two-step process (1. Establish the legal authority by amending the Code; 2. Set the fees via resolution) is a standard and prudent approach, allowing fees to be updated as needed without a further Code amendment.

CONCLUSION

Amending the Town Code to add a Park Impact Fee is a strategic, long-term planning tool that promotes responsible fiscal management, equitable growth, and the preservation of community character. By creating a dedicated funding source for park capital needs generated by new development, the Town can ensure its park system continues to serve residents effectively without placing undue financial strain on existing taxpayers. Staff has worked with the Town Attorney to draft an ordinance that amends the Code to create a legally sound framework for this program. Approval on first reading will initiate the public hearing process for this important Code amendment.

FINANCIAL ANALYSIS

GL Line-Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

1st Ordinance

Staff Report –Parks Impact fee

Page 2

ORDINANCE NO. ---

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ESTABLISHING A PARK IMPACT FEE; PROVIDING FOR SHORT TITLE, APPLICABILITY, AND PURPOSE; PROVIDING DEFINITIONS; ESTABLISHING A METHODOLOGY FOR FEE CALCULATION AND COLLECTION; PROVIDING FOR ADMINISTRATION, CREDITS, EXEMPTIONS, APPEALS, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands is committed to maintaining and enhancing its quality of life through a system of public parks, open space, and recreation facilities; and

WHEREAS, new residential development generates additional demand and impact upon the Town's public park system; and

WHEREAS, it is fair and equitable that new residential growth pay a proportionate share of the capital costs necessary to provide additional park facilities to serve such new growth; and

WHEREAS, the Town's Comprehensive Plan establishes level of service standards for parks and recreation; and

WHEREAS, this ordinance is adopted pursuant to the authority granted by Article VIII of the Florida Constitution and Chapters 163 and 170, Florida Statutes.

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

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

Section 2: The Town of Bay Harbor Islands Code of Ordinances is hereby amending Section 15-6, titled "Parks Impact Fee".

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 11th day of February 2026.

PASSED on Second Reading 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 15 PARK AND RECREATION

Sec. 15-6. – Bay Harbor Islands Local Park Impact Fee Ordinance.

Sec. 15-6.1. – Short title, applicability and purpose.

- (a) *Short title.* This section shall be known and may be cited as the Town of Bay Harbor Islands "Park Impact Fee Ordinance".
- (b) This section shall apply to the development of property for residential and/or commercial use located within the boundaries of the town. ~~Nonresidential development of property shall not be subject to the terms of this section. In mixed-use developments, only that portion of a development used for residential purposes shall be subject to the terms of this section.~~
- (c) The existence of public parks has substantial benefits to proximate residential development and provides benefits to people visiting commercial uses as well. These benefits include actual use by residents and visitors of such development and aesthetic, recreational, and environmental benefits to the residential area and its population associated with its uses. These benefits accrue to all properties and residents of the area. The purpose of this section is to provide not only for the minimum level of service established by the ~~town's adopted comprehensive plan, but also industry standard open space and recreation land use to developed area ratios, but also~~ for the additional public park open space and recreation facilities necessary to adequately serve the impacts and demands of new residential development; and to require that future residential growth contribute its fair share to the cost of additions and improvements to the town's public park system in amounts reasonably anticipated to offset the impacts and demands generated by such growth. This cost does not include operational and maintenance costs.

Sec. 15-6.4. - General provisions.

All residential and commercial development is deemed to create an impact and therefore an increased demand for public facilities including open space, park and recreational facilities. As such, the cost of new public facilities should be borne by new users to the extent new users require new facilities. Therefore, any application for a building permit within the town enabling the construction of a new ~~residential dwelling unit~~ development on or after the effective date of Ordinance No. 784 ~~[November 14, 2005]~~ [Effective Date] shall be subject to the imposition of park impact fees in the manner and amount set forth in this section.

Sec. 15-6.9. - New development, defined; applicability of section.

The term "new" development shall mean any new residential dwelling unit, new commercial and/or improvements to an existing dwelling unit or commercial that increase the utility of the dwelling unit (i.e. additional bedrooms) or square footage for which a building permit is required, or will be required as of the effective date of Ordinance No. 784 [~~November 14, 2005~~] [Effective Date]. In the case of existing development, no impact fee shall be required for any existing dwelling units demolished or renovated as part of a redevelopment project, only new dwelling units. To receive a credit, evidence shall be submitted clearly indicating the quantity of existing dwelling units, including but not limited to, a current survey (not more than six months old), utility bills or tax records. No credit shall be given if the property has been vacant for more than 24 months prior to the application for development approval. If an existing dwelling unit is modified to add additional bedrooms, a partial park impact fee shall be required for the additional bedroom. In this instance, the town impact fee shall be one-half the normal fee.



**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: | February 11, 2026 |
| SUBJECT: | Town of Bay Harbor Islands – Ordinance Renumbering Section 23-5 to Properly Sequence Medical Spa and Automobile Showroom Uses in the B-1 Business District. |

RECOMMENDATION

Town Council discretion to approve the attached Ordinance to renumber and reorder Section 23-5 of the Town Code to incorporate both the previously approved "Medical Spa" use and the "Automobile Showroom" use into the proper sequence of permitted uses in the B-1 Business District.

BACKGROUND

The Town Council has recently approved two new permitted uses for the B-1 Business District:

1. **Medical Spa** - Approved on October 8, 2025.
2. **Automobile Showroom** - Approved on October 8, 2025

During the October 8, 2025, public hearing for the Automobile Showroom ordinance, the attorney representing the prospective automobile dealer requested several substantive changes to the regulatory language. These requested amendments affected not only the content but also the organizational structure of the proposed section.

As a result, when codifying both new uses into Section 23-5, the current numbering and ordering of subsections requires adjustment to:

- Maintain logical sequence among all permitted uses

- Ensure both new uses are properly integrated
- Reflect the Council's approved language for both uses
- Maintain code clarity and organization

The attached ordinance provides the necessary technical corrections to renumber and reorder Section 23-5 to accomplish these objectives.

ANALYSIS

The attached ordinance makes technical, non-substantive changes to Section 23-5 to properly sequence the two newly approved uses:

1. **Integration of Both Uses:** The ordinance will incorporate both the "Medical Spa" and "Automobile Showroom" uses into the appropriate locations within the list of permitted uses in Section 23-5, maintaining alphabetical or categorical order as established by the Code.
2. **Renumbering Required:** Due to the insertion of these new uses and the specific regulatory subsections for the Automobile Showroom, existing subsections will be renumbered to maintain sequential order throughout Section 23-5.
3. **Reordering of Subsections:** The specific regulations for the Automobile Showroom use (including size limitations, test drive restrictions, storage limits, etc.) will be organized within the section in a logical manner consistent with the Code's structure for other regulated uses.
4. **No Substantive Changes:** This ordinance makes no changes to the substantive regulations approved by the Council for either use. It only addresses the numbering and ordering necessary for proper codification.

CODIFICATION IMPACT

Upon approval, the Town Clerk's office will integrate both uses into Section 23-5 as follows:

- "Medical Spa" will be added to the permitted use list with its definition
- "Automobile Showroom" will be added to the permitted use list with all Council-approved regulations
- All subsections will be renumbered sequentially
- Cross-references within the section will be updated as needed

CONCLUSION

The attached ordinance provides the necessary technical amendments to properly codify both the Medical Spa and Automobile Showroom uses into Section 23-5 of the Town Code. This action ensures the Code remains well-organized, sequentially correct, and reflects all Council-approved land use decisions.

Approval of this ordinance will complete the codification process for both recently approved uses while maintaining the integrity and clarity of the Town's zoning regulations.

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 CODIFY THE PREVIOUSLY APPROVED "MEDICAL SPA" AND "AUTOMOBILE SHOWROOM" USES; TO FORMALLY ESTABLISH A SPECIAL USE APPROVAL PROCESS FOR ALL LISTED USES; TO RENUMBER AND REORGANIZE THE SECTION FOR CLARITY; 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 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 11th day of February 2026.

PASSED on Second Reading 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 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.

- 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.
 - (2) Minimally invasive (MI): To procedures that involve small incisions or the insertion of instruments through a body cavity with minimal disruption to surrounding tissue, often utilizing video-assisted or robotic technology
 - (3) Non-invasive: A procedure or test that does not involve breaking the skin or inserting any instruments into the body. This means that the procedure or test is performed on the surface of the body or through natural openings, such as the mouth, nose, or rectum.
- 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 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 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) 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 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 not occur within the Town limits. Test driving shall be prohibited during 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.
- (8) 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.
- (9) 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 or 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.

- (10) Religious institutions provided with any such use are located on the second floor or higher floors of buildings.
- (11) 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.
- (12) 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.
- (13) Duly licensed home occupations are permitted subject to the requirements of the Town Code for those uses.
- (14) 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.
- (15) Dry cleaning pick-up and delivery provided no on-site dry cleaning occurs; tailors, clothing alterations.
- (16) 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.
- (17) 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.

~~(18)~~C. 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; other than pursuant to section ~~5b-7~~ herein, leasing, rental, 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, Interim Town Manager Evelyn Herbello, Deputy Town Manager/ Town Clerk |
| CC: | Morris (Skip) Miller, Esq., Consultant Town Attorney |
| FROM: | Lorrainia Belle Town Planner |
| DATE: | February 11, 2026 |
| SUBJECT: | Town of Bay Harbor Islands – Ordinance to Codify Previously Approved Uses and Amend Procedures for the B-1 District. |

RECOMMENDATION

Town Council discretion to approve the attached Ordinance amending Section 23-5 of the Town Code. The ordinance accomplishes the following: 1) formally codifies the Medical Spa and Automobile Showroom uses previously approved by the Town Council; 2) organizes these uses into the proper sequence within the B-1 District regulations; 3) introduces a new Special Use Approval process requiring Town Council approval for all listed uses; and 4) renumbers subsections for clarity.

BACKGROUND

On October 8, 2025, the Town Council approved the addition of Medical Spa and Automobile Showroom as permitted uses within the B-1 Business District. The attached ordinance provides the final codified language to integrate these approved uses into Section 23-5 of the Town Code.

During the process of drafting the codification, it became necessary to renumber and reorganize the section to maintain a logical order. Concurrently, a review of the district's

regulatory structure led to the inclusion of a new Special Use Approval process, which standardizes Council oversight for all uses in the B-1 District.

ANALYSIS

The attached ordinance makes the following key adjustments to Section 23-5:

1. Codification of Previously Approved Uses: The ordinance formally inserts the Medical Spa (with definitions and operational standards in Subsections A and B(6)) and Automobile Showroom (with detailed regulations in Subsection B(8)) into the B-1 District use list, reflecting the Council's prior approvals.
2. Formalization of the Special Use Approval Process: The ordinance adds a new Subsection C: "Town Council Use Approval or Special Use Approval." This subsection formally states: * Within the B-1 Business District, the establishment of any use listed in Subsection B that requires prior approval from the Town Council shall submit an application for such approval before the use is established".**
 - o Clarification: This provision codifies the Council's existing role in reviewing uses within this district. It creates a uniform, transparent process requiring an application and Council approval prior to the establishment of any use listed in Subsection B, ensuring consistent oversight and compatibility with the district's intent.
3. Renumbering and Reorganization: To incorporate the new uses and the new procedural subsection, the ordinance restructures the section as follows:
 - o Definitions are now in Subsection A.
 - o Uses subject to Council approval are listed in Subsection B, renumbered (1) through (19).
 - o The Special Use Approval process is formally set forth in Subsection C.
 - o Prohibited uses are now in Subsection D.
4. Technical and Editorial Refinements:
 - o Item (2) of Subsection B is revised, and a new item (3) clarifies that professional offices are permitted only on the second floor or higher.
 - o A numbering gap exists at item (10); this should be corrected before final adoption.
 - o Cross-references in the Prohibited Uses subsection are updated accordingly.

CONCLUSION

This ordinance completes the codification of the two previously approved uses Medical Spa and Automobile Showroom and reorganizes Section 23-5 to maintain a clear and orderly structure. It also formally establishes a standardized Town Council Use Approval process administered by the Town Council, providing clarity and consistency for applicants and ensuring continued Council oversight of all new uses in the B-1 Business District.

Approval of this ordinance will finalize the Council's prior directives while providing a clear regulatory framework for future use approvals in the district.

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 CODIFY THE PREVIOUSLY APPROVED "MEDICAL SPA" AND "AUTOMOBILE SHOWROOM" USES; TO FORMALLY ESTABLISH A SPECIAL USE APPROVAL PROCESS FOR ALL LISTED USES; TO RENUMBER AND REORGANIZE THE SECTION FOR CLARITY; 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 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 11th day of February 2026.

PASSED on Second Reading 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 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.

- 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.
 - (2) Minimally invasive (MI): To procedures that involve small incisions or the insertion of instruments through a body cavity with minimal disruption to surrounding tissue, often utilizing video-assisted or robotic technology
 - (3) Non-invasive: A procedure or test that does not involve breaking the skin or inserting any instruments into the body. This means that the procedure or test is performed on the surface of the body or through natural openings, such as the mouth, nose, or rectum.
- 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) Professional office uses: Professional offices, including but not limited to medical offices, clinics, stock and commodity brokers, and employment agencies, are permitted only when located on the second floor or higher of a building.
- (4) 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.
- (5) 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.
- (6) Medical Spa services may be permitted as an allowable use in the B-1 Business District. Permitted services and procedures 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 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.

- (7) 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.
- (8) 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 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 not occur within the Town limits. Test driving shall be prohibited during 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.
- (9) 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.

~~(10) 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.~~

- ~~(11)~~(10) Religious institutions provided with any such use are located on the second floor or higher floors of buildings.
- ~~(12)~~(11) 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.
- ~~(13)~~(12) 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.
- ~~(14)~~(13) Duly licensed home occupations are permitted subject to the requirements of the Town Code for those uses.
- ~~(15)~~(14) 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.
- ~~(16)~~(15) Dry cleaning pick-up and delivery provided no on-site dry cleaning occurs; tailors, clothing alterations.
- ~~(17)~~(16) 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.
- ~~(18)~~(17) 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.

(18) If a legally nonconforming use on the ground floor ceases active and continues operation or vacates the premises for a continuous period exceeding 180 days, the nonconforming status shall be terminated. Any subsequent use of the premises must conform to all applicable use regulations of this section. The property owner or applicant bears the burden of proving continuous activity to maintain the nonconforming status. For the purpose of this provision, "active operation" is defined as the regular, daily provision of services to clients physically present within the portion of the building where the nonconforming use is legally registered. The nonconforming use shall not be expanded, enlarged, extended, or increased in floor area or intensity. It is strictly confined to the specific portion of the building (identified by the square footage) in which it was lawfully operating at the time it became nonconforming.

C. Town Council/ Special Use Approval. Within the B-1 Business District, the establishment of any use listed in Subsection B that requires prior approval from the Town Council shall submit an application for such approval before the use is established.

(19)D. 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; other than pursuant to section 7b herein, leasing, rental, 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
PARKS AND RECREATION 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: | Adrian Hernandez Parks and Recreation Director |
| DATE: | February 11 th 2026 |
| SUBJECT: | Town of Bay Harbor Islands – Discussion to approve Tot Lot Design |

RECOMMENDATION

Town Staff recommend that Town Council approve the Tot Lot design and authorize procurement of the equipment and installation services through a sole source purchase with Playcore Wisconsin, Inc., DBA GameTime. Staff further requests authorization for funding approval not to exceed \$240,000 to cover demo, equipment, installation, and associated site improvements.

BACKGROUND

Town staff conducted a comprehensive assessment of the Tot Lot Park to identify necessary improvements aligned with current safety standards and age-appropriate play requirements. Findings indicated that several existing components were either deteriorated or intended for an older age group (5–12), making them unsuitable for a designated tot lot area. The west side playground showed significant wear in both equipment and surfacing.

Staff collaborated closely with GameTime—a nationally recognized manufacturer of commercial playground systems—to develop a cohesive, modernized design tailored to the correct age group (2–5 years old). The proposed design incorporates earth-tone aesthetic
Staff Report – Tot Lot Park Design

elements that match the existing east-side playground while introducing new, interactive play features, including an additional toddler swing, enhanced climbing components, and sensory-rich activities that promote early childhood development. These improvements will elevate the park's safety, usability, and overall experience for young families in the community.

FINANCIAL ANALYSIS

We have a budget amendment elsewhere on tonight's agenda to appropriate \$240,000 from the Town's General Fund balance and transfer it to the General Capital Fund to cover the cost of this project.

At the January 14, 2026, Town Council meeting, the Town agreed to execute a Maintenance of Traffic (MOT) agreement with TLC OKC, whereby TLC OKC will pay the Town \$20,000 per month in exchange for the right to close a lane of traffic in a designated location during specified hours. It is anticipated that the agreement will be for 12 months and generate \$240,000 of revenue for the Town (\$20,000 per month times 12 months). During the meeting it was agreed that the proceeds would be used for park improvements. When received, payments from TLC OKC will be deposited to the General Fund to reimburse the \$240,000 transfer to the General Capital Fund.

The following is pending Council approval of the above-referenced budget amendment on tonight's agenda.

GL Line-Item Number: 301.5720.400063.000

Total Amount Budgeted: \$240,000

Encumbered Amount: \$0

Balance Remaining: \$240,000

ATTACHMENTS

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**SIXTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES**

THIS SIXTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Sixteenth Amendment") is made and entered into this 22 of January 2025, by and between Playcore Wisconsin, Inc., dba GameTime an Alabama corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018, to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018, to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018, to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019, to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019, to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020, to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021, to incorporate new products, unit price adjustments, and freight rate adjustments.
- I. The parties amended the Contract on March 16, 2021, to incorporate a 4.7% material surcharge.
- J. The parties amended the Contract on May 17, 2021, to incorporate a 5.3% material surcharge.
- K. The parties amended the Contract on July 14, 2021, to incorporate a 5% material surcharge.
- L. The parties amended the Contract on December 1, 2021, to add new Products and Services and to incorporate the 2022 Master Price List and Freight Rate Schedule.

- M. The parties amended the Contract on July 1, 2022, to extend the Term of the Contract by the first of two (2) two-year renewal terms and to incorporate certain other changes.
- N. The parties amended the Contract on December 5, 2022, to add new Products and Services and to incorporate the 2023 Master Price List and Freight Rate Schedule, the 2022 Network of Distributors, and incorporate certain other changes.
- O. The parties amended the Contract to extend the Term of the Contract by the second of two (2) two-year renewal terms and to incorporate certain other changes.
- P. The amended the Contract to add new Products and Services and, incorporate the 2024 Master Price List and Freight Rate Schedule and incorporate certain other changes.
- Q. The parties now desire to amend the Contract to add new Products and Services, and incorporate the 2025 Master Price List and Freight Rate Schedule and incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Sixteenth Amendment by reference.
2. Defined terms used in this Sixteenth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The Pricing Sheets in Exhibit A of the Contract are hereby replaced in their entirety to the adjustments in the 2025 Master Price List which are attached hereto as Exhibit A.3.
4. The Freight Rate Schedules in Exhibit D of the Contract are hereby replaced in their entirety to the adjustments in the 2025 GameTime OMNIA Contract Freight Rates which are attached hereto as Exhibit D.3.
5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Sixteenth Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN INC.
DBA GAMETIME:

BY: 
(Signature)

PRINT NAME: Clint Whiteside

TITLE: Director of Sales

DATE: 12/20/2024

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: See attachment below
(Signature)

PRINT NAME: _____

TITLE: _____

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: January 21, 2025

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2017001134

Amendment #: 16

Contract Name: Playground and Outdoor Fitness Equipment, Site Accesories, Surfacing, and Related

Vendor Legal Name: Playcore Wisconsin, Inc., dba GameTime

Vendor #: 121531

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocx.com
Liz Babson
Key: f68f2b82106208b08604836a6d96b8



ADDITIONAL REMARKS SCHEDULE

| | | | |
|---------------------------|-----------|---|--|
| AGENCY MARSH USA, LLC. | | NAMED INSURED Playcore Wisconsin, Inc. dba: GameTime 150 PlayCore Drive SE Fort Payne, AL 35967 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation (Continued):

Carrier: Transportation Insurance Company
 Policy Number: WC 7039918885
 Dates: 08/01/2024 - 08/01/2025

WC 7 38895530 - AL, CO, FL, GA, ID, IL, IN, KS, KY, MA, ME, MD, MI, MN, MO, MT, NV, NY, NC, OK, PA, SC, TN, TX, UT, VA
 WC 7 38895544 - CA
 WC 7 38918871 - AZ, OR, WI
 WC 7039918885 - OH, ND, WY, WA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|--|-----------------------------------|
| As required by written contract executed by both parties prior to loss | All locations |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Playpalette: Forester

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions. 11/6/25

Bay Harbor Island ~ Tot Lot Option 2

Town of Bay Harbor Islands, FL



www.gametime.com



www.playdrp.com



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Bay Harbor Island ~ Tot Lot Option 2

Town of Bay Harbor Islands, FL



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Bay Harbor Island ~ Tot Lot Option 2

Town of Bay Harbor Islands, FL



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Bay Harbor Island ~ Tot Lot Option 2

Town of Bay Harbor Islands, FL

Map
ption for our map.

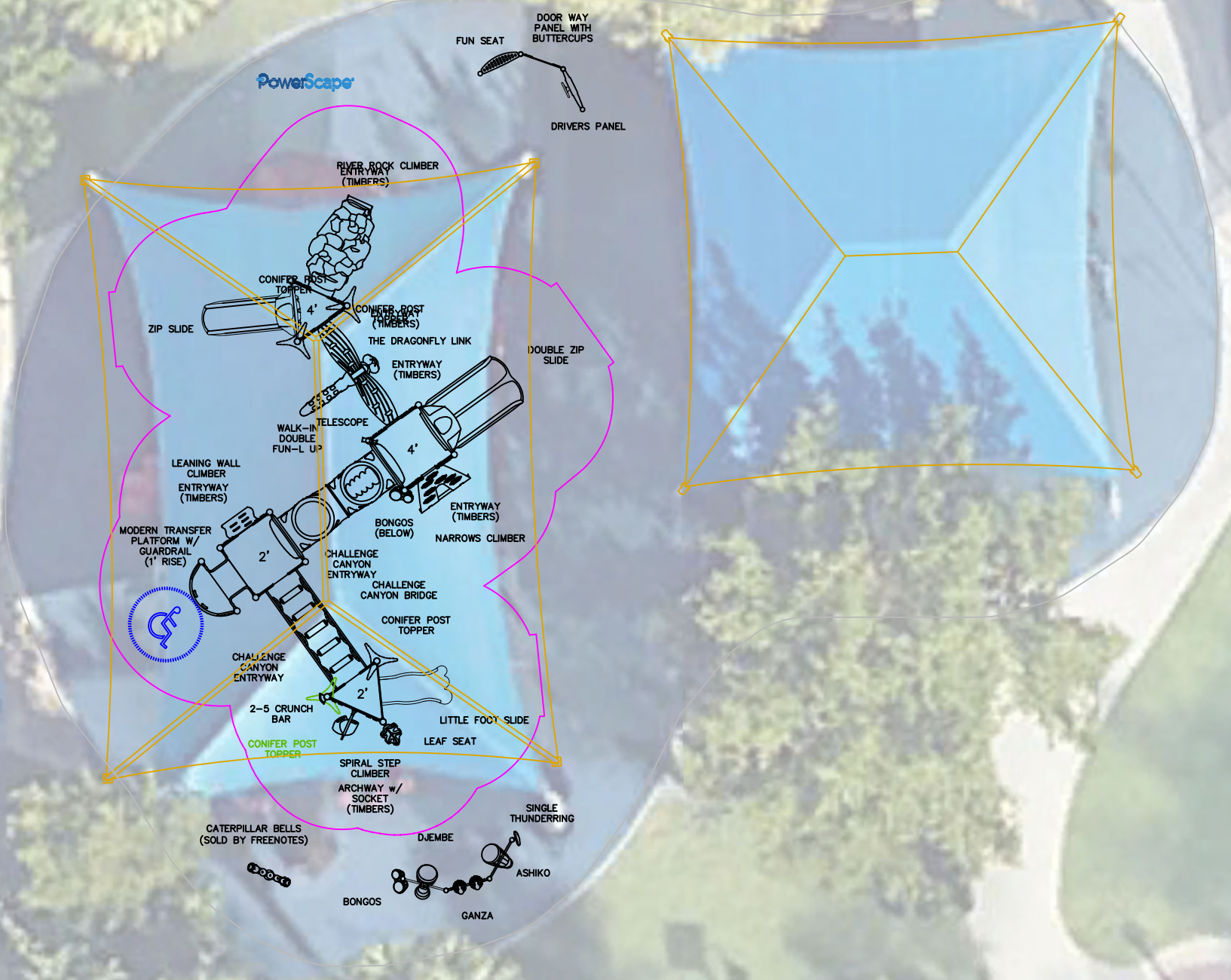
Conceptual Drawing ONLY

GameTime
A PLAYCORE Company

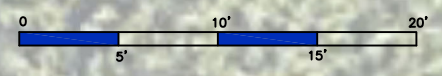
ISO 9001 ISO 14001

150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, and as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614



Existing shades to remain



| | |
|--|-------------|
| Minimum Area Required: | see drawing |
| This play equipment is recommended for children ages | 2-5 |
| DRAWING NO: | two |
| DATE: | 11/06/2025 |
| DRAWN BY: | gw |

PROJECT TITLE:
**Bay Harbor Island ~ Tot Lot Option 2
Harbor Islands, FL
Town of Bay Harbor Islands**

REPRESENTATIVE:
DRP

SHEET NO:
Bay Harbor Tot Lot opt 2

Earth

10 ft



GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
www.playdrp.com

11/06/2025
 Quote #
 108761-01-02

Bay Harbor Islands ~ Tot Lot Playground Option 2

Town of Bay Harbor Islands
 Attn: Adrian Hernandez
 1175 95th St.
 Bay Harbor Islands, FL 33154
 United States
 Phone: 305-498-4480
ahernandez@bayharborislands-fl.gov

Ship to Zip 33154

| Quantity | Part # | Description | Unit Price | Amount |
|---|---------|--|-------------|-------------|
| <i>Site access for construction equipment and staging area must be provided by owner. Existing shades to remain. Quote based on the existing PIP sub base is crushed stone.</i> | | | | |
| 1 | INSTALL | 5-Star Plus - Removal of Existing Playground Equipment- <i>Includes disposal</i> | \$5,425.00 | \$5,425.00 |
| 1 | INSTALL | 5-Star Plus - Removal of Existing Poured in Place Surfacing- <i>Includes disposal</i> <i>approx 3,625 sf</i> | \$16,230.00 | \$16,230.00 |
| 1 | RDU | GameTime - Custom PowerScape System- ages 2-5 or 5-12 | \$67,125.00 | \$67,125.00 |
| | | (2) 80000 -- 49" Sq Punched Steel Deck | | |
| | | (2) 80001 -- 49"Tri Punched Steel Deck | | |
| | | (1) 80183 -- Sail Roof Extensions | | |
| | | (4) 80198 -- Conifer Post Topper | | |
| | | (1) 81696 -- Crunch Bar (Ps 2-5) | | |
| | | (1) 81699 -- Bongos | | |
| | | (1) 81766 -- Leaf Seat | | |
| | | (1) 90249 -- 2' Leaning Wall Climber | | |
| | | (6) 90266 -- 8' Upright, Alum | | |
| | | (5) 90268 -- 10' Upright, Alum | | |
| | | (3) 90270 -- 12' Upright, Alum | | |
| | | (1) 90271 -- 13' Upright, Alum | | |
| | | (4) 90272 -- 14' Upright, Alum | | |
| | | (1) 90273 -- 15' Upright, Alum | | |
| | | (1) 90369 -- River Rock Climber | | |
| | | (1) 90504 -- 4' Single Zip Slide | | |
| | | (1) 90508 -- 4' Double Zip Slide, Std Dk | | |
| | | (1) 90530 -- 2'/2"-6" Little Foot Slide W/Enclosu | | |
| | | (1) 90608 -- Challenge Canyon Bridge | | |
| | | (1) 90613 -- Walk-In Double Fun-L Up | | |
| | | (1) 90666 -- Spiral Step Climber (2'-0" & 2'6") | | |
| | | (2) 91143 -- Challenge Canyon Entryway - Barrier | | |





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| Quantity | Part # | Description | Unit Price | Amount |
|------------------|----------|---|----------------------|--------------|
| | | (6) 91150 -- Entryway - Timbers | | |
| | | (1) 91157 -- Archway W/ Socket - Timbers | | |
| | | (1) 91270 -- Dragonfly Link | | |
| | | (1) 91711 -- Modern Transfer w/Guardrail 1' Rise | | |
| | | (1) 91739 -- Narrows Climber (3'-4'6") | | |
| 1 | CATR-IG | Freenotes Harmony Park - Caterpillar - (Chartreuse Post -With Inground Mount Kit) | \$4,669.00 | \$4,669.00 |
| 1 | RDU | GameTime - Freestanding Panel Centers | \$11,333.00 | \$11,333.00 |
| | | (1) 18679 -- Bongos | | |
| | | (1) 19085 -- Djembe | | |
| | | (1) 19086 -- Ganza | | |
| | | (1) 19084 -- Ashiko | | |
| | | (1) 18692 -- Single Thunder Ring | | |
| | | (1) 81684 -- Telescope Upright Attachment | | |
| | | (1) 18766 -- Fun Seat 36" | | |
| | | (1) 19872 -- Door Way Panel with Buttercups | | |
| | | (1) 19245 -- Drivers Panel | | |
| | | (8) 12022 -- 3 1/2" Uprt Ass'Y Alum 7' | | |
| 1 | 178749 | GameTime - Owner's Kit | \$92.08 | \$92.08 |
| 1 | Sealed | 5-Star Plus - Signed/Sealed FBC 2023 8th Edition Building Code Drawings | \$1,350.00 | \$1,350.00 |
| 1 | INSTALL | 5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, and 3-Year Labor Warranty!</i> | \$28,180.00 | \$28,180.00 |
| 1 | Permits | 5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted. Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.</i> | \$2,000.00 | \$2,000.00 |
| 1 | Crush | GT-Impax - Crushed & Compacted Stone Sub-Base Repairs- <i>Installed per specification of Unitary Surfacing requirements.</i> <i>Light Sub Base Restoration</i> | \$6,343.75 | \$6,343.75 |
| 3625 | Poured-8 | GT-Impax - Poured Rubber Surfacing - 8' fall height- <i>50% Standard Color - Aromatic Binder - 3.5" Thick with 1/2" EPDM wear course cap - 5-year warranty</i> | \$29.33 | \$106,321.25 |
| Sub Total | | | \$249,069.08 | |
| Discount | | | (\$35,829.03) | |
| Freight | | | \$5,283.82 | |
| Total | | | \$218,523.87 | |





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Bay Harbor Islands ~ Tot Lot Playground Option 2

This quote was prepared by Gina Wilson, Vice President / Senior Project Manager.
 For questions or to order please call - 800-432-0162 ext. 101 gina@gametime.com

All pricing in accordance with Omnia Partners / U.S. Communities Contract #2017001134.

All terms in the Omnia Partners / U.S. Communities Contract take precedence over terms shown below.

For more information on the Omnia Partners / U.S. Communities contract please visit [Omnia Partners Public Sector GameTime](#)

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **150 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. **The permit process can not begin until appropriate and current site plans are provided by owner.** If there are no current surveys or site plans available, the owner may be required to obtain a new survey for the permit. This is the responsibility of the owner to obtain. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; lift gate delivery; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

Unitary Surfacing Notes : The installer of the Unitary Surfacing (Poured, Bonded, Turf, Tiles) is not the same installer of the playground equipment. However, your certified equipment installer will coordinate the timing of the unitary surfacing installation, but more than likely they will not be on-site at the time. They will continue to be your contact should you have any questions. Security is needed to protect surfacing at night or after installation as the product set. Normally it is not needed or a concern, however in some areas additional security is needed to prevent vandalism. **Security is not included.** Vandalism will be the responsible of the owner.





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 Quote #
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Bay Harbor Islands ~ Tot Lot Playground Option 2

ORDER INFORMATION

Bill To: _____ Ship To: _____

Contact: _____ Contact: _____

Address: _____ Address: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Tel: _____ Fax: _____ Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____

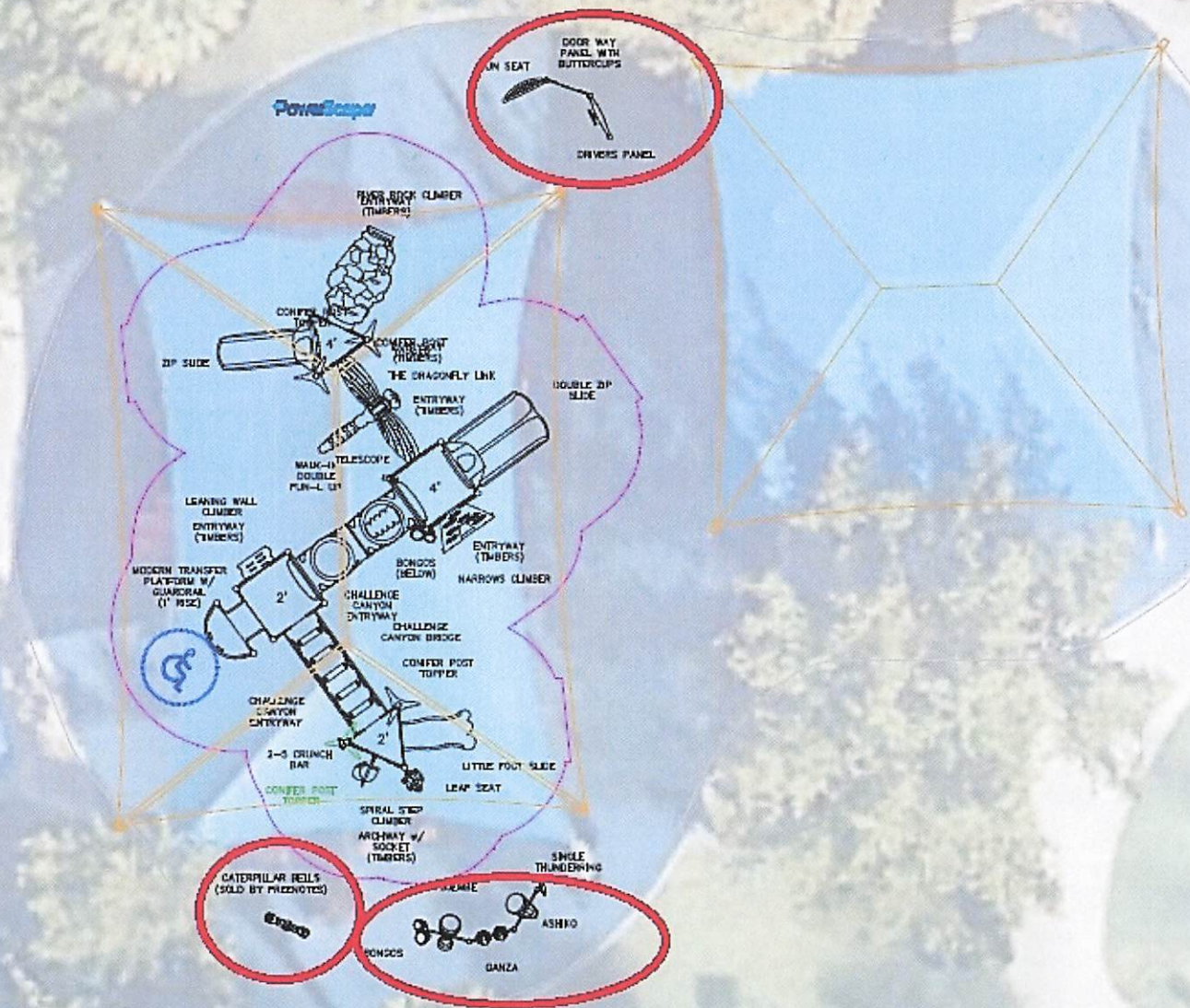
Signature: _____ Date: _____

Title: _____ Phone: _____

E-Mail: _____ Purchase Amount: **\$218,523.87**



Conceptual Drawing ONLY



Existing shades to remain

30 **WHEREAS**, the Town’s Parks and Recreation Director has submitted a written
31 request to the Town Manager for an exemption from the Town’s competitive bidding
32 requirements on the basis that GameTime is the sole source of supply for the Equipment
33 desired by the Town, outlining the conditions and circumstances involved; and

34 **WHEREAS**, in light of the foregoing, the Town Council desires to waive
35 competitive bidding requirements for the Equipment in accordance with Section 2-
36 1.2(a)(8) of the Town Code and finds that said waiver is in the best interest of the Town;
37 and

38 **WHEREAS**, the Town Council hereby finds the Contract between the Town and
39 GameTime attached hereto as Exhibit A, and made a part of this Resolution, to be in the
40 best interest of the Town and its citizens.

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

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

45 **Section 2.** The Contract between the Town and GameTime, in substantially the
46 form attached hereto as Exhibit A, is hereby authorized and approved.

47 **Section 3.** If any provision, section, phrase, or word of this Resolution is
48 declared invalid or unenforceable by a court of competent jurisdiction, the remaining
49 provisions, sections, phrases or words of this Resolution shall remain in full force and
50 effect.

51 **Section 4.** The Town Manager is hereby authorized to do all things necessary
52 to carry out the aims of the Resolution.

53 **Section 5.** This Resolution shall become effective immediately upon its
54 adoption.

55
56 PASSED and ADOPTED this ____ day of February, 2026.

57
58 Motion By: _____

59 Second By: _____

60
61 **FINAL ADOPTION VOTE:**

62
63 Mayor Isaac Salver _____
64 Vice Mayor Stephanie Bruder _____
65 Council Member Teri D’Amico _____
66 Council Member Molly Diallo _____
67 Council Member Joshua Fuller _____
68 Council Member Eric Rappaport _____
69 Council Member Robert Yaffe _____

70
71
72
73 _____
74 ISAAC SALVER
75 MAYOR

76 ATTEST:
77
78
79 _____
80 EVELYN HERBELLO, MMC
81 TOWN CLERK

82
83
84 APPROVED AS TO FORM:
85
86
87 _____
88 GREENSPOON MARDER LLP
89 TOWN ATTORNEYS
90 BY: Morris G. (Skip) Miller, Esq.



CONTRACT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT

This Contract made and entered into this _____ day of _____, 2026, by and between the Town of Bay Harbor Islands, a Florida municipal corporation (“Town”) and Playcore Wisconsin, Inc., dba GameTime, an Alabama corporation (“Company”), (“Party” or collectively “Parties”);

WHEREAS, the Town desires to purchase from Company the playground and outdoor fitness equipment described in Exhibit “A” hereto (the “Equipment”) for the prices set forth in Exhibit “A” hereto; and

WHEREAS, the Town and the Company desire the purchase to be made under the terms and conditions set forth in that certain Contract to Provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated as of July 1, 2017 between the Company and the City of Charlotte, North Carolina (the “City”), as amended by the Sixteenth Amendment and previous applicable amendments (collectively, the “Charlotte Agreement”), except as modified or supplemented hereby. Company will provide all necessary equipment, materials, and specialized personnel to perform the work in accordance with the terms and specifications established in the Contract, subject to the Town’s approval and any necessary modifications to address the Town’s specific requirements; and

WHEREAS, the Town and the Company wish to enter into this Contract to Provide Playground and Outdoor Fitness Equipment.

NOW, THEREFORE, the Town and the Company, 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 Company, are incorporated herein and attached to this Contract, and consist of the following:

- a. This Contract;
- b. Charlotte Agreement;
- c. City of Charlotte Request for Proposals (RFP #269-2017-028) and the Company’s response thereto (the “Proposal to Charlotte”);
- d. 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 Contract.

In each case including exhibits and supplements thereto.

In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Approved change orders, addenda or amendments.
- b. This Contract, and any attachments and/or any related task orders.
- c. Charlotte Agreement
- d. Proposal to Charlotte

If during the performance of the Work, Company finds a conflict, error or discrepancy in the Contract Documents, Company shall so report to the Contract Administrator designated by the Town as **Adrian Hernandez**, 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 works shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or associations, 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 Contract, 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 Company, or any of their agents or employees from those set forth in the Contract Documents

II. SCOPE

The Company shall perform the Work under the general direction of the Town as set forth in the Contract Documents and Exhibit A.

The Company shall be responsible for furnishing all labor, supervision, materials, and equipment required to complete the Work. All sections of this Contract are mutually complementary, and the overall intent is that the Company shall provide everything necessary to make a complete and operable job in every respect. The Work, as completed, shall meet all applicable codes, ordinances, rules, and regulations of every authority having jurisdiction, and failure of the company to identify non-compliant items does not relieve the Company or Subcontractors of the responsibility of meeting such requirements. All supplies shall be stored and maintained by the Company in accordance with manufacturer's recommendations, kept in a secured area away from general public access, and not exposed to adverse conditions prior to work commencement.

The Company acknowledges and agrees that the Town's Contract Administrator, Adrian Hernandez, has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract. 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 Contract, the Company represents that it has thoroughly reviewed the documents incorporated into this Contract by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. RESERVED

IV. RESERVED

V. **GENERAL CONDITIONS**

A. Applicability of Charlotte Agreement

The obligations, covenants, representations and warranties of the Company to the City or a Participating Public Agency under the Charlotte Agreement shall extend to the Town, unless the context clearly provides otherwise. The applicability of the Charlotte Agreement to this Contract shall not be affected by the expiration or termination of the Charlotte Agreement.

B. Indemnification

Company shall protect and defend at Company'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 Company or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Company. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Town Manager, any sums due Company under this Contract may be retained by Town until all of Town's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Town.

C. Intellectual Property

Company shall protect and defend at Company'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 Company'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 Contract. If the Company 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

The right to terminate this Contract shall be as set forth in the Charlotte Agreement.

E. Cancellation for Unappropriated Funds

The Town reserves the right, in its best interest as determined by the Town, to cancel this Contract for unappropriated funds or unavailability of funds by giving written notice to the Company at least thirty (30) days prior to the effective date of such cancellation. The obligation of the Town for payment to the Company is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Contract 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 Contract, during the term of this Contract and during any renewal or extension term of this Contract, the Company, at the Company's sole expense, shall provide insurance of such types and with such terms and limits as set forth in the Charlotte Agreement, or if different from the Charlotte Agreement, as set forth below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Company. The Company shall provide the Town a certificate of insurance evidencing such coverage. The Company's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Company shall not be interpreted as limiting the Company's liability and obligations under this Contract. 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 Company for assessing the extent or determining appropriate types and limits of coverage to protect the Company against any loss exposure, whether as a result of this Contract 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 Company under this Contract.

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 and employees 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 Company. The coverage shall contain no special limitation on the scope of protection afforded to the Town or the Town's officers, employees, and volunteers.

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 Company waives, and the Company shall ensure that the Company'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 Company 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 Company 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 Contract.
- b. The Company 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 Company 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 Contract term goes beyond the expiration date of the insurance policy, the Company 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 Contract 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 Contract 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 Company's Workers' Compensation insurance policy.
- h. The title of the Contract, 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 Company 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 Company's expense.

If the Company's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Company may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Company's insurance coverage shall be primary insurance as applied to the Town and the Town's officers and employees. 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 Company that excludes coverage for work contemplated in this Contract 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 Contract is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Company must provide to the Town confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Contract.

The Company shall provide notice of any and all claims, accidents, and any other occurrences associated with this Contract to the Company's insurance company or companies and the Town's Risk Management office as soon as practical.

It is the Company's responsibility to ensure that any and all of the Company'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 Company.

G. Environmental, Health and Safety

Company shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Company 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 Contract. Compliance with such requirements shall represent the minimum standard required of Company. Company 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. Company agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Company'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

Company shall perform Company's duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of Company'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.

I. RESERVED

J. Audit Right and Retention of Records

Town shall have the right to audit the books, records, and accounts of Company and the Company's subcontractors that are related to this Contract. Company shall keep, and Company shall cause the Company's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Contract. All books, records, and accounts of Company and Company'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, Company or Company's subcontractor, as applicable, shall make same available at no cost to Town in written form.

Company and Company'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 Contract 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 Contract. 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 Company and Company's subcontractors' records, Company and Company's subcontractors shall comply with all requirements thereof; however, Company and Company'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.

Company shall, by written contract, require Company's subcontractors to agree to the requirements and obligations of this Section.

The Company shall maintain during the term of the Contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Contract.

K. Public Entity Crime Act

Company represents that the execution of this Contract 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 Contract 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 Contract and recovery of all monies paid by Town pursuant to this Contract and may result in debarment from Town's competitive procurement activities.

L. Independent Contractor

Company is an independent contractor under this Contract. Services provided by Company pursuant to this Contract shall be subject to the supervision of the Company. In providing such services, neither Company nor Company'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 Company or Company's agents any authority of any kind to bind Town in any respect whatsoever.

M. Inspection and Non-Waiver

Company 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 Contract or to exercise any rights conferred by this Contract shall not be construed by Company 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. Performance; Subcontractors

Company represents that each person who will render services pursuant to this Contract 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 Company engages any subcontractor in the performance of this Contract, Company shall ensure that all of Company 's subcontractors perform in accordance with the terms and conditions of this Contract. Company shall be fully responsible for all of Company's subcontractors' performance, and liable for any of Company's subcontractors' non-performance and all of Company's subcontractors' acts and omissions. Company shall defend at Company'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 Company'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 Company 's subcontractors or by any of Company's subcontractors' officers, agents, or employees. Company's use of subcontractors in connection with this Contract shall be subject to Town's prior written approval, which approval Town may revoke at any time.

O. Conflicts

Neither Company nor any of Company's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Company's loyal and conscientious exercise of judgment and care related to Company's performance under this Contract.

Company further agrees that none of Company's officers or employees shall, during the term of this Contract, serve as an expert witness against Town in any legal or administrative proceeding in which he, she, or Company is not a party, unless compelled by court process. Further, Company 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 Company 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 Company is permitted pursuant to this Contract to utilize subcontractors to perform any services required by this Contract, Company agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Company.

P. Schedule and Delays

The Company will provide a delivery schedule to the Town for each piece of the Equipment. The Town shall be given a reasonable opportunity to review and sign off on the schedule.

Time is of the essence in this Contract. By signing off on each such schedule, the Company 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 Company 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 Contract and that each is, therefore, a material term hereof.

Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

R. Compliance With Laws

Company shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Company's duties, responsibilities, and obligations pursuant to this Contract.

S. RESERVED

T. Limitation of Liability

Nothing contained in this Contract 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 Contract 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 Contract, 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 CONTRACT.

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 Contract 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 Company, or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Contracts

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 Contract 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 Company 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 Contract.

Y. Representation of Authority

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

Z. RESERVED

AA. Scrutinized Companies

The Company 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 Contract at the Town's option if the Company 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

Company shall comply with public records laws, and Company 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 Contract if the Company does not transfer the records to the Town.
4. Upon completion of the Contract, transfer, at no cost, to the Town all public records in possession of the Company or keep and maintain public records required by the Town to perform the service. If the Company transfers all public records to the Town upon completion of the Contract, the Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Company keeps and maintains public records upon completion of the Contract, the Company 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 COMPANY SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 (2024) TO THE EXTENT APPLICABLE TO THE COMPANY. 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 TELEPHONE NUMBER: (305) 866-6241, E-MAIL ADDRESS: EBERBELLO@BAYHARBORISLANDS-FL.GOV AND MAILING ADDRESS: TOWN CLERK, 1030 95TH STREET TRAILER 2, BAY HARBOR ISLANDS, FL 33154.

CC. Non-Discrimination

The Company 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 Contract, pursuant to Section 448.095, Florida Statutes (2025), as may be amended or revised, the Company and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Company shall require each of its subcontractors, if any, to provide the Company with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Company shall maintain a copy of the subcontractor's affidavit for the duration of this Contract and in accordance with the public records requirements of this Contract.

2. The Town, the Company, 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 Company otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify Company and order the Company to immediately terminate the contract with the subcontractor, and the Company 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 Company may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Company is liable for any additional costs incurred by the Town as a result of termination of this Contract.

5. Company 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 Company 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. Delivery of Notices

All notices permitted or required under this Contract 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:

GameTime

Town:

Parks and Recreation Director
Adrian Hernandez
1175 95th Street
Bay Harbor Islands FL 33154
ahernandez@bayharborislands-fl.gov

Town Attorney
Greenspoon Marder LLP
222 Lakeview Avenue, Suite 1250
West Palm Beach, FL 33401
Attn: Morris G. (Skip) Miller, Esq.
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 sent by express delivery, when received, by a 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 Contract 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 Company execute this Contract as follows:

TOWN OF BAY HARBOR ISLANDS,

By: _____
Lindsley Noel
Town Manager

By: _____
Elizabeth Herbello
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Greenspoon Marder LLP
Town Attorney
Morris G. (Skip) Miller, Esq

PLAYCORE WISCONSIN, INC., d/b/a GAMETIME

By: _____

Name: _____

Title: _____

EXHIBIT A

AGENDA ITEM REPORT

February 11, 2026

ITEM NUMBER: 18

ITEM: Discussion and possible action approving a resolution waiving competitive bidding for solid waste collection services.

DESCRIPTION:

The Town's current solid waste and recycling collection agreement expires on March 31, 2026. This memorandum provides historical context regarding our relationship with the current provider, Coastal Waste & Recycling (Coastal), and details two negotiated rate options for the Council's consideration based on the pricing in Coastal's contract with the City of Wilton Manors dated September 12, 2023. Regardless of the option selected, staff recommends waiving competitive procurement requirements and finding that continuing with our current provider under the proposed terms is in the best interest of the Town.

Background and Contract History

The Town has benefited significantly from the current agreement, which originated through a competitive solicitation (RFP-174) in 2017. At that time, the Town awarded the contract to World Waste Recycling. In 2019, the Town Council approved the assignment of this contract to Coastal following their acquisition of World Waste.

The 2017 solicitation resulted in highly favorable pricing that positioned Bay Harbor Islands as having some of the lowest solid waste rates in Miami-Dade County. For comparison, the original 2017 bids were as follows:

World Waste (now Coastal): \$52,070.50/month

Waste Connections: \$88,193.46/month

Waste Management: \$127,919.00/month

Because of this competitive starting point, even with annual Consumer Price Index (CPI) adjustments and disposal fee increases, our current residential rate of \$20.59 per unit remains remarkably low compared to market standards.

Service Level and Market Context

Our current agreement provides a high service level that exceeds many neighboring municipalities:

Solid Waste: 3x per week collection

Recycling: 2x per week collection

Bulk Trash: 1x per week collection

Current Contract Status (FY 2024-25)

- **Residential Rate:** \$20.59 per unit/month.
- **Commercial 96g (Regular):** \$61.12.

- **Commercial 96g (Daily):** \$142.63.
- **1-Yard Container:** \$261.76.
- **2-Yard Container:** \$523.21.
- **4-Yard Container:** \$1,046.93.
- **Monthly Budget Impact:** Approximately \$76,970.60 (based on the July 2025 invoice).

Negotiated Renewal Options

We have negotiated two distinct paths forward with Coastal to ensure continued service:

Option 1: Long-Term Competitive Stability (Expires March 2029)

- **Residential Rate:** \$49.55 per unit/month.
- **Commercial 96g (Regular):** \$175.00.
- **Commercial 96g (Daily):** \$297.00, plus \$101.00 for each additional.
- **1-Yard Container:** \$606.20.
- **2-Yard Container:** \$1,212.40.
- **4-Yard Container:** \$2,424.80.
- **Monthly Budget Impact:** Approximately \$182,267.07 (based on the July 2025 invoice).

Analysis: Rates under this option remain highly competitive relative to the current market. This choice provides the Town with long-term budget predictability and secures a below-market rate for high-frequency service (3x per week) for several more years.

Option 2: Short-Term Flexibility (Expires September 2026)

- **Residential Rate:** \$64.80 per unit/month.
- **Commercial 96g (Regular):** \$175.00.
- **Commercial 96g (Daily):** \$297.00, plus \$101.00 for each additional.
- **1-Yard Container:** \$757.75.
- **2-Yard Container:** \$1,515.50.
- **4-Yard Container:** \$3,031.00.
- **Monthly Budget Impact:** Approximately \$232,782.77 (based on the July 2025 invoice).

Analysis: While this option places our rates among the highest in the county in the near term, it provides the Town with the flexibility to explore alternative long-term strategies, including possibly in-sourcing waste collection services.

RECOMMENDED ACTION:

Discussion and possible action approving a resolution waiving competitive bidding for solid waste collection services.

FINANCIAL ANALYSIS:

To be determined based on the option selected.

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

| | |
|----|--|
| 1. | Bay Harbor Isle Piggy back proposal |
| 2. | Miami Dade County Solid Waste Rates |
| 3. | World Waste- exp 3-2022 |
| 4. | 2025 BHI CPI |
| 5. | Resolution - Amendment to Agreement with Coastal Waste & Recycling(63634041.1) |
| 6. | Amendment to Agreement with Coastal - BHI(63633302.1) |



January 16, 2026

Town of Bay Harbor Islands
Attn: Mr. Noel Lindsley, Interim Town Manager
1030 95th Street
Bay Harbor Islands, FL 33154

Re: Residential Solid Waste and Recycling Collection Contract – Piggyback Proposal

Dear Mr. Lindsley,

As discussed during our video conference call on January 15, Coastal Waste & Recycling has reviewed and reworked the monthly rates previously shared with the Town, which were based on the City of Wilton Manors contract. The revised rates outlined below are structured in accordance with the following proposed contract terms and conditions.

Option I

Contract Terms and Conditions

1. Removal of franchise fees.
2. Initial contract term of three (3) years, beginning April 1, 2026, and extending through March 31, 2029. The contract may be renewed at the option of the Town for two (2) additional two-year periods.
3. Solid waste collection services for single-family and multifamily units to remain at three (3) times per week.
4. Recycling collection services to remain at two (2) times per week.
5. Bulk collection services to remain at one (1) time per week.
6. All collection services to be performed curbside.
7. Single-family and multifamily pricing reflects the removal of Household Hazardous Waste collection.

Proposed Monthly Rates

- Single-Family and Multi-Family Units: **\$49.55 per unit, per month**
- Commercial Units: **\$175.00 per unit, per month**

Restaurants and Other Properties Requiring Daily Collection (7 days per week):

- 1-cubic-yard container: **\$606.20 per month**
- 2-cubic-yard container: **\$1,212.40 per month**
- 4-cubic-yard container: **\$2,424.80 per month**
- 6-cubic-yard container: **\$3,637.20 per month**

- One (1) 96-gallon solid waste container collected seven (7) days per week: **\$297.00 per month**
- Additional 96-gallon carts: **\$101.00 per month, each**

Any restaurant or other property requesting less than daily service will be charged **\$20.00 per cubic yard**, based on container capacity.

Option II

Contract Terms and Conditions

1. Removal of franchise fees.
2. Initial contract term of six (6) months, beginning April 1, 2026, and extending through September 30, 2026. The contract may be renewed at the option of the Town for two (2) additional two-year periods.
3. Solid waste collection services for single-family and multifamily units to remain at three (3) times per week.
4. Recycling collection services to remain at two (2) times per week.
5. Bulk collection services to remain at one (1) time per week.
6. All collection services to be performed curbside.
7. Single-family and multifamily pricing reflects the removal of Household Hazardous Waste collection.

Proposed Monthly Rates

- Single-Family and Multi-Family Units: **\$64.80 per unit, per month**
- Commercial Units: **\$175.00 per unit, per month**

Restaurants and Other Properties Requiring Daily Collection (7 days per week):

- 1-cubic-yard container: **\$757.75 per month**
- 2-cubic-yard container: **\$1,515.50 per month**
- 4-cubic-yard container: **\$3,031.00 per month**
- 6-cubic-yard container: **\$4,546.50 per month**
- One (1) 96-gallon solid waste container collected seven (7) days per week: **\$297.00 per month**
- Additional 96-gallon carts: **\$101.00 per month, each**

Any restaurant or other property requesting less than daily service will be charged **\$25.00 per cubic yard**, based on container capacity.

Coastal Waste & Recycling values the opportunity to continue its partnership with the Town of Bay Harbor Islands as its solid waste and recycling service provider. We appreciate your consideration and look forward to your feedback.

Sincerely,



John Casagrande
Senior Vice President
Coastal Waste & Recycling

Summary of Current Single Family Collection and Disposal Rates for Municipalities in Miami-Dade County

| Municipality | Service Provider | Annual Rate | Garbage Freq. | Recycling Freq. | Bulk Waste Service |
|---|---|-------------|---------------|-----------------|-----------------------|
| Bay Harbor Islands - Current | Coastal Waste & Recycling | 293.64 | 3x / week | 1x / week | Weekly |
| Golden Beach | Coastal Waste & Recycling | 347.88 | 2x / week | 1x / week | On Demand (\$30+ fee) |
| Miami | City of Miami Solid Waste | 380.00 | 2x / week | 1x / week | Weekly |
| Surfside | Coastal Waste & Recycling | 400.00 | 2x / week | 1x / week | Weekly |
| Hialeah | City Public Works (Solid Waste) | 438.00 | 2x / week | | 2x / month |
| El Portal | Coastal Waste & Recycling | 446.82 | 2x / week | 1x / week | Weekly |
| West Miami | City Public Works | 450.00 | 2x / week | Every 2 weeks | Weekly |
| North Miami | Waste Pro | 459.24 | 2x / week | 1x / week | Weekly |
| Miami Springs | City Public Works | 504.00 | 2x / week | Every 2 weeks | Weekly |
| North Bay Village | Coastal Waste & Recycling | 550.08 | 2x / week | Every 2 weeks | Monthly |
| Coral Gables | City Public Works (SF); Waste Management (Comm) | 577.50 | 2x / week | 1x / week | Weekly (Veg only) |
| Bay Harbor Islands - Option 1 (Exp Mar 2029) | Coastal Waste & Recycling | 594.60 | 3x / week | 1x / week | Weekly |
| Homestead | Homestead Public Services (Sanitation) | 618.60 | 2x / week | 1x / week | Weekly |
| Bal Harbour | Coastal Waste & Recycling | 668.60 | 3x / week | 1x / week | Unlimited (Request) |
| North Miami Beach | City Public Works | 685.32 | 2x / week | 1x / week | Weekly |
| Miami Beach | Waste Connections | 701.64 | 2x / week | 1x / week | Weekly |
| Unincorporated (UMSA) | Miami-Dade County (DSWM) | 702.00 | 2x / week | Every 2 weeks | 2x / year (Scheduled) |
| Aventura | Miami-Dade County (DSWM) | 702.00 | 2x / week | Every 2 weeks | 2x / year (Scheduled) |
| Cutler Bay | Miami-Dade County (DSWM) | 702.00 | 2x / week | Every 2 weeks | 2x / year (Scheduled) |
| Doral | Miami-Dade County (DSWM) | 702.00 | 2x / week | Every 2 weeks | 2x / year (Scheduled) |
| Miami Gardens | Miami-Dade County (DSWM) | 702.00 | 2x / week | Every 2 weeks | 2x / year (Scheduled) |
| Miami Lakes | Miami-Dade County (DSWM) | 702.00 | 2x / week | Every 2 weeks | 2x / year (Scheduled) |
| Opa-locka | Miami-Dade County (DSWM) | 702.00 | 2x / week | Every 2 weeks | 2x / year (Scheduled) |
| Palmetto Bay | Miami-Dade County (DSWM) | 702.00 | 2x / week | Every 2 weeks | 2x / year (Scheduled) |
| Pinecrest | Miami-Dade County (DSWM) | 702.00 | 2x / week | Every 2 weeks | 2x / year (Scheduled) |
| Sunny Isles Beach | Miami-Dade County (DSWM) | 702.00 | 2x / week | Every 2 weeks | 2x / year (Scheduled) |
| Sweetwater | Miami-Dade County (DSWM) | 702.00 | 2x / week | Every 2 weeks | 2x / year (Scheduled) |
| Bay Harbor Islands - Option 2 (Exp Sept 2026) | Coastal Waste & Recycling | 777.60 | 3x / week | 1x / week | Weekly |
| Biscayne Park | Coastal Waste & Recycling | 790.96 | 2x / week | 1x / week | 2x / month |
| Key Biscayne | Great Waste Services | 837.00 | 2x / week | 1x / week | Monthly |
| Miami Shores | Village Public Works | 1,162.00 | 2x / week | Every 2 weeks | Weekly |
| Florida City | City Public Works | Not found | 2x / week | Every 2 weeks | 2x / month |
| Hialeah Gardens | Waste Management | Not found | 2x / week | Every 2 weeks | Weekly |
| Indian Creek | Village Public Works | Not found | Daily | Weekly | On Demand |
| Medley | Town Public Works | Not found | 2x / week | Every 2 weeks | Weekly |
| South Miami | City Public Works (Sanitation) | Not found | 2x / week | Every 2 weeks | 2x / month |
| Virginia Gardens | Village Public Works | Not found | 2x / week | Every 2 weeks | Quarterly |

Compiled by the Town of Bay Harbor Islands Finance Department

Disclaimer: This information has been prepared using the best available data at the time and reflects reasonable efforts to ensure accuracy. However, it may contain errors or omissions and is intended to be directionally accurate for planning and analytical purposes only.

**RESIDENTIAL SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION
AND DISPOSAL SERVICES AGREEMENT**

This Agreement for Solid Waste, Bulk Waste, and Recycling Collection and Disposal Services ("Agreement") is made and entered into on this 23 day of March 2017 ("Effective Date") by and between the Town of Bay Harbor Islands, Florida, a municipality existing under the law of the State of Florida ("TOWN"), and WORLD WASTE RECYCLING, INC. ("CONTRACTOR").

WHEREAS, TOWN desires to engage the services of CONTRACTOR for solid waste, bulk waste, and recycling collection and disposal services;

WHEREAS, CONTRACTOR desires to provide its services to the TOWN for solid waste, bulk waste, and recycling collection and disposal; and

WHEREAS, TOWN and CONTRACTOR have agreed upon the terms and conditions for the provision of solid waste, bulk waste, and recycling collection and disposal.

NOW THEREFORE, TOWN and CONTRACTOR agree as follows:

1. **RECITALS:** The above recitals are true, correct, and made a part of this Agreement.

2. **DEFINITIONS:** For the purpose of this Agreement, the definitions contained in this Section shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Section, the definition of such word or phrase as contained in the Code of the TOWN shall apply. When not inconsistent with the context, words used in the present tense shall include the future, words in the plural shall include the singular, and use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.
 - a. **Back Door Services** shall mean the collection and disposal of Solid Waste and Recyclables from a location near or around the back door of Single Family Homes, Multi Family Buildings, Commercial Units, and Restaurants, including any designated solid waste or recycling storage area.

 - b. **Side Yard Services** shall mean the collection and disposal of Solid Waste and Recyclables from a location near or around the side yard of Single Family Homes and Multi Family Buildings, including any designated solid waste or recycling storage area.

 - c. **Bulk Waste** shall mean those wastes that may require special handling and management including, but not limited to: White Goods, furniture, equipment, and other similar items including materials resulting from minor home


Contractor


Town

repairs. Bulk Waste shall include all types of palm fronds and any vegetative matter resulting from normal yard and landscaping maintenance that exceeds six inches (6") in diameter. Bulk Waste must be generated by the customer for whom the Bulk Waste is collected. Bulk Waste does not include items herein defined as Contractor-Generated Waste or Exempt Waste.

d. **Business Day** shall mean any day, Monday through Saturday, from 9 a.m., EST or EDT (if applicable) until 6 p.m., EST or EDT (if applicable).

e. **Collection Services** shall mean the process whereby an unlimited amount of Solid Waste, Bulk Waste, and Recyclable Materials are removed by CONTRACTOR from the Customers of Single Family Homes, Multi Family Homes, Commercial Units, and Restaurants and from TOWN Facilities and Community Events within the Service Area, and transported to the Designated Disposal or Recycling Facility and CONTRACTOR shall pay for all Disposal Charges. Collection Services shall not include Exempt Waste.

f. **Commercial Units** shall mean all retail, professional, wholesale, institutional and industrial facilities offering goods or services to the public and any other commercial enterprises, including Hotels and Motels, located in the Service Area.

g. **Community Events** shall mean events sponsored or co-sponsored by the TOWN.

h. **Construction and Demolition Debris** as defined in Chapter 403, Florida Statutes, as may be amended from time to time, shall mean discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site.

i. **Contractor-Generated Waste** shall mean Bulk Waste generated by builders, building contractors, privately employed tree trimmer and tree surgeons, landscape services, lawn or yard maintenance services, and nurseries.

j. **Customer** shall mean the owner or tenant of each Single Family Home, Multi Family Home, Commercial Unit, or Restaurant.


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k. **Designated Disposal Facility** shall mean the facility designated by the CONTRACTOR which may include the requirements of the Miami-Dade County Department of Solid Waste Management and the State of Florida. CONTRACTOR shall be responsible for all Disposal Charges owed to the Designated Disposal Facility resulting from CONTRACTOR's Collection Services.

l. **Designated Recycling Facility** shall mean the Recovered Materials Processing Facility designated by the CONTRACTOR that may include the requirements of the Miami-Dade County Department of Solid Waste Management and the State of Florida. CONTRACTOR shall be responsible for all Disposal Charges owed to the Designated Recycling Facility resulting from CONTRACTOR's Collection Services.

m.

n. **Disposal Charges** shall mean the prevailing per-ton rate charged at the Designated Disposal Facility and Recovered Materials Processing Facility for the acceptance and disposal of Solid Waste, Bulk Waste, and Recyclable Materials. CONTRACTOR is responsible for all Disposal Charges.

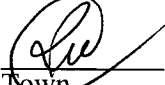
o. **Exempt Waste** shall mean Construction and Demolition Debris, Contractor-Generated Waste, Hazardous Waste, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, oil, tires, those wastes under the control of the Nuclear Regulatory Commission, and those other materials whose size, weight, or both are in excess of that allowed for Bulk Waste as defined herein.

p. **Garbage** shall mean all putrescible waste that generally includes, but is not limited to, kitchen and table food waste, animal, vegetative, food, or any organic waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.

q. **Holiday** shall mean Work Day(s) in which Collection(s) shall not occur which shall include, New Year's Day, Thanksgiving, and Christmas provided, however, that collection services shall occur on the next calendar day.

r. **Hazardous Waste** shall mean Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness, or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or


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otherwise managed.

s. **Multi Family Home** shall mean each individual residential dwelling unit located within buildings that have two (2) or more residential dwelling units, including condominium and apartment rental buildings located in the Service Area.

t. **Multi Family Building** shall mean a building in which Multi Family Homes are located in the Service Area.

u. **Ordinance** shall mean all parts of the Code of the TOWN, including those governing Solid Waste Collection, Disposal, and Recycling activities within the TOWN.

v. **Rate Structure** shall mean the rates approved by the TOWN shown in Exhibit "A."

w. **Recovered Materials Processing Facility** shall mean a facility engaged in the storage, processing, resale, or reuse of Recyclable Materials and that meets the requirements of Section 403.7046, Florida Statutes.

x. **Recyclable Materials** shall mean those materials that are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste. Recyclable Materials to be collected shall include all materials that are accepted by the Recovered Materials Processing Facility. These materials may be re-defined by the TOWN from time-to-time, at the sole discretion of the TOWN, and shall initially include, but not be limited to, commingled paper (including, office paper, brown bags, newspaper, and magazines), glass, cardboard, paperboard, plastic bottles and containers, and steel, tin and aluminum cans.

y. **Recycling** shall mean any process by which materials which would otherwise have been Residential Solid Waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

z. **Standard Recycling Containers** shall mean "milk crate" containers that are approximately 12 gallons each and are supplied by the TOWN and shall at all times be the property of the TOWN.

aa. **Large Recycling Containers** shall mean any commonly available light-gauge steel, plastic or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, and without any jagged or sharp edges, furnished with a closely fitted top or lid, and handle. A Large Recycling Container shall be of a capacity of not less than ninety six (96) gallons and have no Advertising upon


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Town

them. Large Recycling Containers shall be provided and maintained by CONTRACTOR at CONTRACTOR's sole cost and expense.

bb.

cc. **Scheduled Collection Day** shall mean any day in which Collection activities take place.

dd. **Service Area** shall mean the municipal limits of the TOWN.

ee. **Solid Waste** as defined in Chapter 403, Florida Statutes, as may be amended from time to time, shall mean Garbage, Yard Trash, and rubbish resulting from the normal activities of a Single Family Home, Multi Family Home, Commercial Service Unit, and Restaurant. Solid Waste must be generated by the Customer wherein the Solid Waste is collected and does not include items defined herein as Exempt Waste. Recyclable Materials are not Solid Waste unless included in the contents of the designated Solid Waste Container.

ff. **Solid Waste Container** shall mean any commonly available light-gauge steel, plastic or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, and without any jagged or sharp edges, furnished with a closely fitted top or lid, and handle. A Solid Waste Container shall be of a capacity of not less than ninety six (96) gallons and have no Advertising upon them. Solid Waste Containers shall be provided and maintained by CONTRACTOR at CONTRACTOR's sole cost and expense.

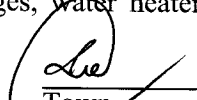
gg. **Special Material Station** shall mean those locations designated by the TOWN for the Collection of special household items including: paint containers, aerosol cans, pesticides, chemicals, batteries, lead acid batteries (including automotive), fluorescent light bulbs, automotive tires, used oil, etc. CONTRACTOR shall set up the Collection station, including providing containers for such articles, for this purpose on a schedule as requested by the TOWN. These stations shall be set up on a temporary basis, with the hours and duration to be specified by the TOWN. The frequency and number thereof shall be designated by the TOWN.

hh. **TOWN Facilities** shall mean the facilities used by the Town to administer the services for the Town and its common areas.

ii. **Unit** shall mean each Single Family Home, Multi Family Home, Commercial Unit, and Restaurant located in the Service Area and as set forth in Exhibit "A."

jj. **White Goods** shall mean discarded refrigerators, ranges, water heaters,


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freezers, and other similar domestic appliances. White Goods must be generated by the Customer and at the location wherein the White Goods are collected.

kk. **Work Day** shall mean any day, Monday through Saturday.

ll. **Yard Trash** shall mean any vegetative matter resulting from normal yard and landscaping maintenance that is not more than six inches (6") in diameter. Yard Trash must be generated by the Customer and at the location wherein the Yard Trash is collected. Yard Trash does not include items herein defined as Contractor-Generated Waste or Exempt Waste.

3. **COLLECTION SERVICES:** CONTRACTOR shall provide Collection Services within the Service Area during a Business Day that is not a Holiday as follows:

a. **Solid Waste.**

i. **Single Family Homes.** CONTRACTOR shall provide Collection Services of Solid Waste via Side Yard Services and Back Door Services from Solid Waste Containers located at Single Family Homes three (3) times a week on Tuesdays, Thursdays, and Saturdays.

ii. **Multi Family Buildings, Multi Family Homes, and Commercial Units.** CONTRACTOR shall provide Collection Services of Solid Waste via Back Door Services and Side Yard Services from Solid Waste Containers and dumpsters located at Multi Family Buildings, Multi Family Homes, and Commercial Units three (3) times a week on Mondays, Wednesdays, and Fridays.

iii. **Restaurants.** CONTRACTOR shall provide Collection Services of Solid Waste via Back Door Services from Solid Waste Containers and dumpsters located at Restaurants on each Business Day.

iv. **TOWN Facilities.** CONTRACTOR shall provide Collection Services of Solid Waste from Solid Waste Containers and dumpsters located at TOWN Facilities at no additional charge to the TOWN three (3) times per week on Mondays, Wednesdays, and Fridays.

v. **Community Events.** CONTRACTOR shall provide Solid Waste Containers or their equivalent and Collection Services of Solid Waste from Community Events upon the request of the TOWN and at no additional charge to the TOWN.

vi. **Solid Waste Containers.** Solid Waste Containers shall be returned to their original location with the lid closed. Dumpsters shall be returned to their original location. In the event that a Solid Waste Container or dumpster is damaged beyond normal wear or tear or is lost, CONTRACTOR shall be responsible to replace or repair the Solid Waste Container or dumpster at CONTRACTOR's sole cost.


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b. Recycling.

i. Single Family Homes, Multi Family Buildings, Multi Family Homes, Commercial Units, Restaurants, and TOWN Facilities. CONTRACTOR shall provide Collection Services of Recyclable Materials contained in Standard Recycling Containers via Side Yard Services and Back Door Services from Single Family Homes, Multi Family Buildings, Multi Family Homes, Commercial Units, Restaurants, and TOWN Facilities two (2) times per week.

ii. Recycling Containers. In the event that a Customer's Recycling Materials are expected to be more than that which will fit in a Standard Recycling Container, CONTRACTOR shall provide a Large Recycling Container to such a Customer. In the event that a Large Recycling Container is damaged beyond normal wear or tear or is lost, CONTRACTOR shall be responsible to replace or repair the Large Recycling Container at CONTRACTOR's sole cost. Recycling Containers shall be returned to their original location with the lid closed, if applicable. In the event that a Large Recycling Container is damaged beyond normal wear or tear or is lost, CONTRACTOR shall be responsible to replace or repair the Large Recycling Container at CONTRACTOR's sole cost.

iii. Community Events. CONTRACTOR shall provide Large Recycling Containers or their equivalent and Collection Services of Recyclable Materials from Community Events upon the request of the Town and at no additional charge to the Town.

iv. Batteries. CONTRACTOR shall provide Large Recycling Containers for household alkaline batteries including, but not limited to, the AA, AAA, 9 Volt, C, and at battery drop off sites that will be designated by TOWN and at no additional cost to the TOWN.

v. Routes and Customer Count. CONTRACTOR shall be responsible for counting the number of Recycling Customers. Contractor shall provide to the TOWN with a route map containing the Customer count within ninety (90) days from April 1, 2017, which shall serve as the initial count of Customers in the Recycling Services. To the extent that a new Customer is created as a result of new construction or the occupancy of a formerly vacant property, the TOWN shall provide the new Customer with a Standard Recycling Container and shall be included as a Recycling Customer within twenty one (21) days of notice from the TOWN to CONTRACTOR.

c. Bulk Waste

i. Single Family Homes, Multi Family Buildings, Multi Family Homes, Commercial Units, and Restaurants. CONTRACTOR shall provide Collection Services of Bulk Waste by Back Door Services for Customers located in Commercial Units, Restaurants, and Multi Family Buildings, and from the curbside of Customers located in Single Family Homes and Multi Family Homes one (1) time per week.


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ii. TOWN Facilities. CONTRACTOR shall provide the TOWN with one (1) twenty (20) yard roll off container and one (1) thirty (30) yard roll off container for use of the TOWN shall provide Collection Services of Bulk Waste from said containers one (1) time per week.

iii. Emergency Collection Services of Solid Waste and Bulk Waste. CONTRACTOR shall provide Emergency Collection Services of Solid Waste and Bulk Waste (“Emergency Services”) in response to any emergency or storm within twenty-four (24) hours of receiving a request for Emergency Services from the TOWN. CONTRACTOR shall be responsible for the preparation of all documents and forms and support information required by the United States Federal Emergency Management Agency (“FEMA”) or other applicable governmental entities. Such documents, forms, and information shall be submitted to the TOWN by the CONTRACTOR within the time limits established for such filings. CONTRACTOR shall receive additional compensation, above the normal compensation contained in this Agreement, as set forth below, provided the CONTRACTOR has first secured written authorization and approval from the TOWN through the TOWN Manager, for such Emergency Services.

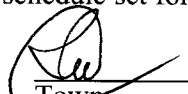
d. Hazardous Waste. In the event that CONTRACTOR identifies Hazardous Waste during its Collection Services, it shall notify the Customer of its finding, the TOWN, and any required governmental agency.

e. Special Material Stations. CONTRACTOR shall provide Special Material Stations and Collection Services at sites designated by the TOWN and at no additional charge to the TOWN.

f. Deficiencies. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or deficiencies in the Collection Services.

4. EQUIPMENT. CONTRACTOR shall provide and maintain and have available at all times the necessary amount of trucks and equipment to perform the Collection Services, including Emergency Services. CONTRACTOR shall provide new and sufficient equipment, in proper operating condition, so that regular schedules and routes of Collection Services shall be maintained. Equipment is to be maintained in reasonable and safe working condition. Vehicles used for Collection Services shall be painted uniformly in color, with the name of the CONTRACTOR and the number of the vehicle printed in letters not less than four inches (4”) high on each side of the vehicle and a record kept of the vehicle to which each number is assigned. No Advertising shall be permitted on such vehicles or any equipment or container used by CONTRACTOR in the Service Area. CONTRACTOR is required to keep vehicles and containers cleaned and painted to present a pleasing appearance. In the event that any of CONTRACTOR’s equipment shall fail, suffer a break down, or otherwise become inoperable, CONTRACTOR shall immediately notify the TOWN and shall immediately substitute such equipment in order to complete the Collection Services in accordance with the schedule set forth


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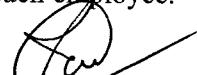
in this Agreement. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from the CONTRACTOR's vehicle for any reason, it shall be picked up immediately. Each vehicle shall have a fork and broom for this purpose. CONTRACTOR's vehicles shall not interfere unduly with vehicular or pedestrian traffic and are not to be left standing on streets unattended, except as is necessary by loading operations, and shall move with the traffic flow.

5. CONTRACTOR'S EMPLOYEES.

a. CONTRACTOR's Collection Services Employees. All employees and contractors of the CONTRACTOR shall be considered to be, at all times, the sole employees or contractors of the CONTRACTOR under its sole discretion and not an employee, contractor, or agent of the TOWN. CONTRACTOR shall only use personnel for Collection Services who are properly and duly licensed to operate the vehicles used to render the services specified in this Agreement, who are not registered sex offenders, and who have not had any felony conviction within two (2) years of employment, or who are not participating in or under any form of parole, supervised release, probation, or other form of supervision or monitoring by any court or criminal justice agency. CONTRACTOR shall assign a specifically designated crew for Collection Services, which shall remain constant, to render services to the TOWN. CONTRACTOR shall have a designated supervisor or Project Manager on-call at all hours who shall regularly confer with the TOWN regarding the Collection Services provided to the Town and CONTRACTOR's performance in accordance with this Agreement.

b. Competent Employees. The direction and supervision of Collection Services shall be by competent, qualified and sober personnel, and the CONTRACTOR shall devote sufficient personnel, time, and attention to the direction of the operation to assure performance satisfactory to the TOWN. All subcontractors, sub-consultants, superintendents, foremen, and workmen employed by the CONTRACTOR shall be careful and competent. The CONTRACTOR shall also provide uniforms that are clearly identified with the CONTRACTOR name. Employees and subcontractors of the CONTRACTOR shall have and wear proper dress attire at all times. Proper dress attire shall consist of industrial style work pants, a button front shirt or T-shirt with the CONTRACTOR's name or logo and the name of the shirt bearer, and appropriate footwear. All employees used by the CONTRACTOR during the term of the Agreement shall be of a standing or affiliation that will permit the CONTRACTOR's performance herein to be carried on harmoniously and without delay, and in no case, or in any circumstance, will such employees cause any disturbance, interference, or delay to any work or service rendered to the TOWN or by the TOWN, and in no case or in any circumstance will the employees conduct themselves negligently, disorderly, or dishonestly in the due and proper performance of the employee's duties. CONTRACTOR shall see to it that its employees serve the public in a courteous, helpful, and impartial manner. CONTRACTOR's employees shall not meddle with property that does not concern him or her. Care should be taken to prevent damage to property, including flowers, shrubs, and other plantings. After emptying Containers and roll-offs employees shall return them to the same location from which they were taken, in the proper position on the side of the dwelling or loading area and anything spilled shall be picked up immediately by such employee.


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Any damages caused by CONTRACTOR's employees shall be paid by CONTRACTOR.

c. Roster. Upon the Effective Date of this Agreement, CONTRACTOR shall provide the TOWN with the full name, date of birth, and social security number of each member of the designated crew and the supervisor. TOWN shall have the right to verify criminal history of each member of the crew and the supervisor assigned to the TOWN. CONTRACTOR shall update its roster and send the updated roster to the TOWN each time a new employee begins working within the TOWN during the term of the Agreement.

d. Compliance with Employment Law. CONTRACTOR shall comply with all applicable municipal, County, State and Federal laws relating to wages, hours and all other applicable laws relating to the employment or protection of employees, now or thereafter in effect and shall indemnify the TOWN against all claims made against the TOWN arising out of or relating to CONTRACTOR's employees and contractors.

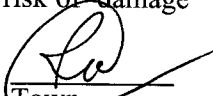
6. COMMUNITY OUTREACH/MARKETING PROGRAM. In an effort to educate residents of the TOWN and ensure the success of the Collection Services, the TOWN will publish a Customer Guide ("Guide") detailing all of the information associated with the Collection Services. At the request of the TOWN, the CONTRACTOR shall partially sponsor the publication of the Guide in an amount not to exceed \$1,000.00. In the event that the Guide is not published, CONTRACTOR shall, at CONTRACTOR'S sole cost, publish an annual newsletter, providing Customers with information concerning a wide range of topics designed to facilitate the Collection Services, as well as to produce savings in the performance of CONTRACTOR'S services.

7. INDEPENDENT CONTRACTOR. Nothing in this Agreement shall create any kind of employer-employee, agency, partnership, or joint venture relationship between the TOWN and CONTRACTOR or any of CONTRACTOR's employees, agents, and independent contractors. It is agreed that CONTRACTOR is an independent contractor, who is providing its own equipment and facilities, and is solely responsible for selecting, directing, and supervising its employees, as well as complying with all relevant laws, codes, regulations, and rule pertaining to its operation, including employment and labor practice. The parties specifically intend that CONTRACTOR shall be an independent contractor for all purposes. The TOWN shall at no time be liable for any bodily or personal injury or property damage to any individual, firm, entity, or corporation resulting from any negligence or intentional acts on the part of the CONTRACTOR, its servants, employees, agents, and representatives.

8. COMPLIANCE WITH LAW. It is understood and agreed that CONTRACTOR shall have all licenses necessary to provide all Collection Services and shall fully comply with any and all Federal, State, County, and Municipal laws, codes, rules, and regulations, of any kind, which is applicable, in any manner, to the Collection Services.

9. ASSUMPTION OF RISK. CONTRACTOR assumes any and all risk of damage


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and injury to property and persons in connection with the Collection Services It is specifically agreed and understood that in no event shall the TOWN be liable for any injury, damage, or loss (including personal injury) to any person and property which in any manner arises out of or relates to this Agreement.

10. INDEMNIFICATION. CONTRACTOR shall indemnify, defend, and hold harmless the TOWN and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the Collection Services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the CONTRACTOR or its employees, agents or subcontractors (collectively referred to as "CONTRACTOR"), regardless of whether it is, or is alleged to be, caused in whole or in part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the CONTRACTOR to comply with any of the paragraphs herein or the failure of the CONTRACTOR to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement. CONTRACTOR expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of the CONTRACTOR, or any of its subcontractors and independent contractors, as provided above.

11. INSURANCE. CONTRACTOR shall maintain during the term of the agreement the following insurance coverage:

a. Comprehensive General Liability Insurance of no less than one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.


b. Automobile Liability Insurance covering all owned, leased, rented or otherwise hired vehicles in amounts not less than one million dollars (\$1,000,000.000) per occurrence combined single limit for bodily injury and property damage.

c. Umbrella Insurance of no less than one five million dollars (\$5,000,000.00) per occurrence for bodily injury and property damage.

d. Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes.

e. The TOWN shall be named as an additional named insured (and not merely a certificate holder) on the insurance policies required under subsections (a) through (c) above on a primary and non-contributory basis. The insurance policies required shall include those


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classifications as listed in Standard Liability Insurance manuals which most closely reflect performance under this agreement.

f. Each insurance policy shall state that it cannot be cancelled or modified without written notice to the TOWN at least 30 days prior to the effective date of cancellation or modification.

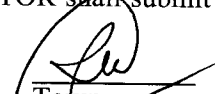
12. PROPERTY DAMAGE. CONTRACTOR shall be responsible for the repair or replacement if repair is not adequate, of any damages to public or private property caused by the CONTRACTOR or the CONTRACTOR's employees, agents, and contractors during the Collection Services.

13. COMPENSATION.

a. Collection Services. As compensation for all of services provided by the CONTRACTOR under this Agreement, including the Collection Services (but specifically **excluding** Emergency Services, as set forth below), the TOWN agrees to pay CONTRACTOR in accordance with the Rate Structure submitted by CONTRACTOR in response to the RFP and as set forth in Exhibit "A" attached hereto (The "Monthly Fee"). Any changes to the type and number of Units (and the Restaurant's associated Solid Waste Container price, per unit) shall result in a corresponding upward or downward adjustment of the Monthly Fee in accordance with Exhibit "A."

b. Adjustment to Monthly Fee. The Monthly Fee payable to CONTRACTOR under this Agreement, except for that portion of the monthly Unit price which is attributable to CONTRACTOR'S Disposal Charges for the tipping fee, shall be subject to annual price adjustments (increase or decrease), which shall be authorized by applying to the contract price, the ratio of change between the previous year and the current index of the Consumer Price Index for ALL ITEMS published by the U.S. Department of Labor, Bureau of Labor Statistics for the month ending sixty (60) days prior to the anniversary date of the Agreement. The parties hereby agree that for the purposes of calculating the exclusion from the CPI increase for tipping fees, the tipping fee is deemed to be fifty-five (55%) percent of the monthly unit price. In the event that tipping fees increase, the CONTRACTOR may request an adjustment to the Monthly Fee which shall be equal to the per ton increase in tipping fee times an assumed average monthly tonnage. The assumed average monthly tonnage for calculating any adjustment to the monthly fee due to increased tipping fees shall be tons estimated after three months of service. This assumption shall remain in force during the Initial Term of the Agreement and any Renewal Period(s). Any adjustment in the monthly fee due to increased tipping fees shall be calculated by multiplying the increase in per ton tipping fees by the assumed average monthly tonnage (tons estimated after three months of service). As an example, if tipping fees increase by \$1.50 per ton, the monthly fee would increase by **estimated monthly tons** times \$1.50 or \$DDD.CC. Any adjustment in the contract price must be supported by documentation of changes in the Consumer Price Index or tipping fees. To request an increase, the CONTRACTOR shall submit


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all records and information reasonably requested by the TOWN as would support the requested increase to the Town Manager for review and approval. The CPI adjustment for any year shall not exceed one hundred twenty five (125%) percent of the immediately prior year's CPI adjustment or five (5%) percent, whichever is less. All calculations pursuant to this paragraph shall be subject to confirmation by the TOWN'S Finance Director.

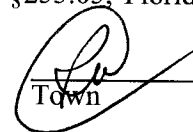
c. Emergency Services. Compensation for Emergency Services collections shall be in accordance with a fee schedule to be provided by the CONTRACTOR and agreed to by the TOWN at the time such Emergency Services are provided. CONTRACTOR shall supply detailed, itemized invoices for all Emergency Services. CONTRACTOR agrees that if the cost of Emergency Services pursuant to such fee schedule should be deemed by FEMA to exceed reasonable cost, the TOWN shall only be liable to the CONTRACTOR for the maximum amount deemed reasonable and reimbursable by FEMA. CONTRACTOR acknowledges that if the fee schedule for Emergency Services is based on volume of debris rather than actual measured tipping weight of debris, FEMA shall require independent monitors for debris volume. CONTRACTOR agrees to assist the Town in identifying, contacting, and engaging appropriate monitors, independent of the CONTRACTOR, to be compensated by the TOWN. CONTRACTOR acknowledges that if it anticipates providing Emergency Services on the basis of volume, it will contact the TOWN and begin discussions of monitoring arrangements within sixty days of the effective date of this contract.

14. PAYMENT OF COMPENSATION. Invoices shall be rendered to the TOWN every month for actual Collection Services rendered under this Agreement for the prior month period. Invoices shall be due and payable on or before the fifteenth (15th) day of the following month.

15. BREACH OF AGREEMENT. In the event that CONTRACTOR breaches this Agreement by failing to fully and completely perform Collection Services or any other services required of CONTRACTOR by this Agreement, the TOWN shall withhold payment of compensation which would otherwise have inured to the benefit of CONTRACTOR as a direct result of such breach, and should breach not be cured within ten (10) days of written notice by the TOWN to CONTRACTOR, the TOWN may, at its discretion, elect to cancel this Agreement without any further financial obligation of the TOWN from the date of termination.

16. PERFORMANCE BOND. CONTRACTOR shall furnish at its own cost, to the TOWN, an irrevocable Performance Bond, in form and content approved by the TOWN Attorney, for the faithful performance of this Agreement and all of its obligations arising hereunder in the amount of Three Hundred Thousand Dollars (\$300,000.00), which sum constitutes approximately six (6) months of Collection Services. Said bond shall be rated "A+" or better as to management and "FSC XV" or better as to the strength by A.M. Best's Insurance Guide; shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds or bonding limits shall not exceed 20% of its policy surplus (capital & surplus) as listed in Best's Insurance Guide; and, Surety shall have been in business and have a record of successful and continuous operation for at least five years; further, all bonds shall contain all provisions required by §255.05, Florida


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Statutes, guarantee the performance of the Agreement and serve as security for the payment of all persons performing labor and furnishing materials in connection with the Agreement. CONTRACTOR shall furnish to the TOWN proof of such bond within ten (10) calendar days after the Effective Date of this Agreement. Such proof shall include a statement that the policy or bond may not be canceled or altered without at least thirty (30) calendar days prior notice to the TOWN. Maintenance of said bond and the performance by the CONTRACTOR of all of the obligations under this paragraph shall not relieve the CONTRACTOR from any other liability as a result of any breach hereunder. The performance Bond may be "called" in the event of any default hereunder by the CONTRACTOR. The calling of the Bond shall in no manner restrict or preclude any additional or further remedies available to the TOWN against the CONTRACTOR for breach, default, or damages hereunder.

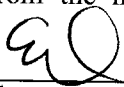
17. INCORPORATION OF THE REQUEST FOR PROPOSALS: The Request for Proposal entitled "Collection, Transportation and Disposal of Solid Waste" dated January 2017 is incorporated into this Agreement herein, by reference ("RPF").

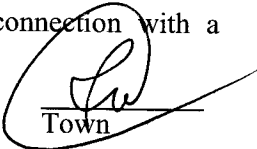
18. AMENDMENTS: This Agreement represents the entire understanding between the parties and may not be modified, altered or amended otherwise than in writing signed by all parties hereto.

19. TERM: This Agreement shall be for an initial term of five (5) years commencing on the 1st day of April, 2017, and shall continue in full force and effect through March 31, 2022 ("Initial Term"). After the Initial Term, the TOWN shall have the option, but not the obligation, to elect two (2) additional consecutive terms of two (2) years each under the same terms and conditions as set forth in this Agreement (each two (2) year period is referred to as a "Renewal Term"). The Renewal Terms shall be automatic unless the TOWN gives written notice to the CONTRACTOR of non-renewal, no less than 90 days prior to the end of the of the Initial Term or ninety (90) days prior to the end of the first Renewal Term.

20. PROBATIONARY PERIOD: Notwithstanding the Initial Term set forth above, there shall be a six (6) month probationary period beginning on the commencement of Collection Services by the CONTRACTOR (April 1, 2017) during which the TOWN shall have the right, in addition to any and all other rights provided in this Agreement, at the TOWN's sole and absolute discretion, to terminate the services of CONTRACTOR for any reason, without affording the CONTRACTOR any notice, explanation, or opportunity to cure any deficiency in the services provided by the CONTRACTOR upon providing written notice of termination.

21. ATTORNEYS' FEES AND COSTS. In the event of a dispute between the Parties that arises out of or relates to this Agreement, the prevailing party shall be entitled to recover against the non-prevailing party all reasonable legal fees and costs incurred by the prevailing party on all levels and proceedings including, but not limited to, all pre-litigation discussions and mediations, and in all trial courts and appellate courts. The prevailing party shall also be entitled to receive from the non-prevailing party all attorneys' fees and costs incurred in connection with a


Contractor


Town

determination by the court(s) as to the reasonable attorneys' fees and costs to be awarded pursuant to this paragraph.

22. LAWS OF FLORIDA: This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida.

23. ASSIGNMENT. Neither this Agreement nor any portion or interest herein, shall, under any circumstances, be sublet, assigned, transferred, or otherwise encumbered by CONTRACTOR without the express written consent of the Town. For purposes of this Agreement, any transaction that results in the CONTRACTOR being purchased by, spun off, or merged with, another corporate entity or the sale of CONTRACTOR's assets, including this Agreement, shall constitute a non-permitted assignment and subject the CONTRACTOR to the Breach, Termination or default provisions of this Agreement at the TOWN's sole and absolute discretion.

24. VENUE. The parties understand and agreed that this Agreement was executed in Miami-Dade County, Florida and that all Collection Services shall be performed in Miami-Dade County, Florida. The parties further agree that, irrespective as to whether venue may also lie in any other county or jurisdiction, including but not limited to the county or jurisdiction within which the CONTRACTOR principal place of business is located, THE EXCLUSIVE VENUE for any action arising out of or relating to the instant Agreement SHALL be Miami-Dade County, Florida. The parties understand and agree that the instant paragraph is a material inducement for the execution of this Agreement.

25. **WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT ALLOWED BY LAW, THE RESPECTIVE PARTIES HERETO DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.**

26. COUNTERPARTS. This Agreement may be executed in a number of counterparts and transmitted by facsimile or email as a .PDF attachment, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

27. NOTICE. All notice required by this Agreement shall be in writing and sent to the Party's addresses set forth below via hand delivery or by using a nationally recognized overnight carrier (FedEx, UPS, USPS, or DHL):

If to TOWN:

Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
ATTN: Town Manager


Contractor


Town

Exhibit "A"
Rate Structure

Monthly Price Schedule for Collection Services

(Per Unit. Per Month)

(Collection Services for Solid Waste (3 times per week),
Bulk Waste (1 time per week), and Recycling (2 times per week))

- | | | |
|----|---|-------------------------------|
| 1. | Multi Family Home and Single Family Home (2668 Units, as of the Effective Date) | \$17.25, per Unit per Month |
| 2. | Commercial Unit (19 Units, as of the Effective Date) | \$55.00, per Unit, per Month |
| 3. | Restaurants (and any other Units that have daily Collection Services) based upon the size of the Solid Waste Container: (11 Units, as of the Effective Date) | |
| a. | 96 Gallon Solid Waste Container | \$132.00, per Unit, per Month |
| b. | One (1) Yard Solid Waste Container | \$242.48, per Unit, per Month |
| c. | Two (2) Yard Solid Waste Container | \$484.96, per Unit, per Month |
| d. | Four (4) Yard Solid Waste Container | \$969.92, per Unit, per Month |


Contractor


Town

Exhibit "B"

The RFP


Contractor


Town



March 7, 2025

Lindsley Noel
Town Manager
Bay Harbor Islands
rstokes@bayharborislands-fl.gov
Bay Harbor Islands, FL 33154

Mr. Noel,

In accordance with Section 13, subsection b, of the Residential Solid Waste, Bulk Waste, And Recycling Collection and Disposal Services Agreement effective May 23, 2017, Coastal Waste & Recycling respectfully requests the following adjustments to the monthly fees.

An increase of thirty-six cents (\$0.36) per residential unit to the disposal rate, following the three dollars fifty cents (\$3.50) increase by Miami Dade County to the disposal and transfer fees for the FY2024-25 period, considering a monthly average of 313 tons and 3,074 units serviced, bringing the current rate of nineteen dollars ninety-seven cents (\$19.97) per unit to Twenty and fifty-nine cents (\$20.59) per unit.

With that in mind, the ratio of change between the previous year and the Consumer Price Index for January 2025 was two-point nine percent (2.9%) which, if applied to the collection portion of the prices (45%) result in the adjusted prices itemized below.

| | |
|------------------------|------------|
| Multi/Single Family | \$20.59 |
| Commercial 96g: | \$61.12 |
| Commercial 96g, daily: | \$142.63 |
| 1yd: | \$261.76 |
| 2yd: | \$523.21 |
| 4yd: | \$1,046.93 |

Please review and if you have any questions, please do not hesitate to call. Thanking you in advance.

Sincerely,


John Casagrande
Vice President

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AN AMENDMENT TO THE RESIDENTIAL SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION AND DISPOSAL SERVICES AGREEMENT WITH COASTAL WASTE & RECYCLING, INC. FOR SOLID WASTE COLLECTION SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, on March 23, 2017, the Town entered into a Residential Solid Waste, Bulk Waste, and Recycling Collection and Disposal Services Agreement Continuing Services Agreement (the “Agreement”) with Coastal Waste & Recycling, Inc. fka World Waste Recycling, Inc. (the “Contractor”) to provide solid waste collection services to the Town; and

WHEREAS, the Agreement, after the exercise by the Town of all of its options to renew, will terminate on March 31, 2026; and

WHEREAS, the Town desires to amend and extend the Agreement for an additional ____ year term, with the option to further extend, as provided in the Amendment to the Agreement, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Town Manager recommends that the Town amend and extend the Agreement, and believes that approval of the Amendment is in the best interests of the Town and its citizens; and

WHEREAS, the Town Council agrees with the Manager’s recommendation, and believes that it is in the best interest of the Town to waive its competitive bidding requirements and enter into the Amendment.

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

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

Section 2. The Amendment between the Town and the Contractor, 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 execute the Amendment on behalf of the Town and 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 February, 2026.

ISAAC SALVER, MAYOR

ATTEST:

EVELYN HERBELLO, TOWN CLERK

APPROVED AS TO FORM:

**GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Morris G. (Skip) Miller, Esq.**

**AMENDMENT TO RESIDENTIAL SOLID WASTE, BULK WASTE, AND
RECYCLING COLLECTION AND DISPOSAL SERVICES AGREEMENT**

This Amendment to Residential Solid Waste, Bulk Waste, and Recycling Collection and Disposal Services Agreement (the “AMENDMENT”) is made and entered into as of March __, 2026 (“EFFECTIVE DATE”) between the TOWN OF BAY HARBOR ISLANDS, FLORIDA, a municipality existing under the laws of the State of Florida (“TOWN”) and COASTAL WASTE & RECYCLING, INC. fka World Waste Recycling, Inc. (“CONTRACTOR”), amending the Residential Solid Waste, Bulk Waste, and Recycling Collection and Disposal Services Agreement between the Town and the Contractor dated March 23, 2017 (the “AGREEMENT”).

WITNESSETH

WHEREAS, the TOWN and the CONTRACTOR previously entered into the Agreement for the provision by CONTRACTOR of solid waste collection services to the TOWN; and

WHEREAS, the TOWN and the CONTRACTOR desire to extend the Agreement, and make certain other modifications to the Agreement, as provided herein.

NOW THEREFORE, the TOWN and the CONTRACTOR agree as follows:

SECTION 1. Amendment to Section 13a of Agreement. The compensation to the CONTRACTOR as described in Section 13a of the Agreement is amended to provide that the Monthly Fee shall be revised as shown on Exhibit “A-1” hereto.

SECTION 2. Amendment to Section 19 of Agreement. This Amendment shall extend the term of the Agreement for an additional [redacted] years commencing on the 1st day of April, 2026, and shall continue in full force and effect through March 31, [redacted] (the “Initial Extended Term”). After the Initial Extended Term, the TOWN shall have the option, but not the obligation, to elect **two (2)** additional consecutive terms of **two (2)** years each under the same terms and conditions as set forth in this Agreement as amended hereby (each **two (2)** year period is referred to as a Renewal Extended Term). The Extended Renewal Terms shall be automatic unless the TOWN gives written notice to the CONTRACTOR of non-renewal, no less than ninety (90) days prior to the end of the Initial Extended Term or ninety (90) days prior to the end of the end of the first Extended Renewal Term.

SECTION 3. Public Records. Section 28 is added to the Agreement to read as follows:

28. PUBLIC RECORDS.

CONTRACTOR shall comply with public records laws, and CONTRACTOR shall:

- (a) Keep and maintain public records required by TOWN to perform the service.
- (b) Upon request from 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.

(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 CONTRACTOR does not transfer the records to the TOWN.

(d) 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 Agreement, 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.

(e) 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 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.

SECTION 4. Human Trafficking Affidavit. Prior to this Amendment taking effect, CONTRACTOR shall provide the town with the Human Trafficking Affidavit required by Section 787.06(13), Florida Statutes.

SECTION 5. Agreement to Remain in Full Force and Effect. The Agreement shall remain in full force and effect, as amended hereby. Future references to the "Agreement" shall refer to the Agreement as amended hereby unless expressly stated to the contrary.

IN WITNESS WHEREOF, the parties have caused this Third Amendment to Contract for Bond and Disclosure Counsel Services to be executed and delivered the year and day first aforementioned.

[Remainder of page intentionally left blank]

[Signature page to Amendment to Residential Solid Waste, Bulk Waste, and Recycling Collection and Disposal Services Agreement]

TOWN OF BAY HARBOR ISLANDS,

By: _____
Lindsley Noel
Town Manager

ATTEST:

By: _____
Evelyn Herbello
Town Clerk

Approved as to form and legal sufficiency

By: _____
Greenspoon Marder LLP
Town Attorney

COASTAL WASTE AND RECYCLING, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A-1
INITIAL FEE SCHEDULE

AGENDA ITEM REPORT

February 11, 2026

ITEM NUMBER: 20.

ITEM: Discussion and possible action to enter into an agreement with KC Property or the use of property and parking in Block 11- Town Manager.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

FY 2024–2025 Total Cost \$19,586 – \$21,586 (tax + repaving + insurance) Revenue \$14,863 Net Cost to Town \$4,723 – \$6,723
FY 2025–2026 Total Cost \$11,586 – \$13,586 (tax + insurance) Revenue \$22,272 Net Cost to Town (\$10,686) - (\$8,686) (net gain)

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

| | |
|----|--|
| 1. | Lease-Kane Concourse LLC - Parking |
| 2. | Miami-Dade-Real-Estate-13-2227-001-2311-2024-Annual-bill (1) (1) |
| 3. | Resolution - KC Property (Parking Use Agreement) - BHI(61813120.2) |
| 4. | Agreement_between_KC and BHI re Parking Use Agreement (07-20-25)(61817301.2) |

This document prepared by:
Joseph S. Geller, Esq.
Greenspoon Marder, LLP
Town Attorneys
200 East Broward Blvd., Suite 1800
Fort Lauderdale, FL 33301

LEASE

THIS LEASE executed this 1st day of October 2021, between **KANE CONCOURSE ENTERPRISE, LLC, a Florida Limited Liability Company**, the owner of the following described real property, the Lessor, and the **TOWN OF BAY HARBOR ISLANDS**, Florida, the Lessee.

WITNESSETH

The Lessor for and in consideration of the rent herein reserved to be paid by the Lessee, and in consideration of the covenants herein to be kept and performed by the Lessee, do hereby lease and demise unto said Lessee the following described premises, situate, lying and being in the Town of Bay Harbor Islands, County of Dade, State of Florida:

That portion of Lots 12 and 13, in Block 11, BAY HARBOR ISLANDS according to the Plat thereof, recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida, more particularly bounded and described as follows: Beginning at a point in the northerly line of said Lot 13 at its intersection with the westerly line of Lot 14; thence running westerly along the northerly line of said Lots 12 and 13, a distance of 100 feet more or less to the easterly line of Lot 11; thence turning at a right angle and running southerly along the westerly line of lot 12 a distance of 50 feet; thence turning at a right angle and running easterly along a line parallel to the northerly line of said Lots 12 and 13 a distance of 100 feet more or less to the westerly line of Lot 14; thence turning at a right angle and running northerly along the said easterly line of Lot 14 a distance of 50 feet more or less to the point of beginning. This consists of eleven Parking spaces and adjacent vacant area for ingress and egress for the public, the Lessor, and its tenants, and invitees, including vehicular and pedestrian traffic. Notwithstanding anything to the foregoing, the demised premises shall not include improvements, or any portion of the building owned by Lessor.

TO HAVE AND TO HOLD the said premises unto said Lessee from the 1st day of October 2021 to and including the 30th day of September 30, 2026, the Lessee yielding and paying to the Lessor the following rental:

The entire rental for this period to be the rate of Thirteen Thousand and No/100 (\$13,000) Dollars per year, payable each year, on a quarterly basis, in the sum of Three Thousand Two Hundred Fifty and No (\$3,250.00) Dollars per Quarter.

The Lessee agrees to keep, conform to and abide by each and every of the following, which are hereby made conditions of this Lease:

1. The premises shall be used only for the purpose of off-street parking, sidewalks, ingress and egress roads, and incidental beautification of the off-street parking.

2. The land hereby leased is declared to be exempt from state, county and city taxes of any nature and description whatsoever for the term of this Lease. In the event any real estate taxes are found to be due, they shall be paid by Lessee, provided that Lessor shall cooperate fully in reducing the amount of any real estate taxes which may be due.

3. The Lessor hereby covenants with the Lessee that, upon the performance by the Lessee of all the conditions herein above set forth on the part of the Lessee to be performed, Lessee may quietly have, hold, occupy and use the above-described premises without interruption.

4. The Lessee hereby agrees to indemnify and save the Lessor harmless of any and all liability, loss, damage, claims, costs, expenses, taxes and judgments of any nature and description whatsoever arising out of, in connection with, or in any way related to the land lease herein.

5. In the event that any repairs, maintenance, changes or modifications are necessary to the buildings located adjacent to the leased premises, whether ordinary or required pursuant to applicable building or zoning codes, which would deny or restrict access to the leased premises, the Lessee agrees that the Lessor shall not be liable for any loss in parking meter revenue or other damages incurred by the Lessee in connection therewith. Notwithstanding the foregoing, the Lessee shall be permitted to charge parking fees to contractors and workers engaged in said repairs, maintenance, changes or modifications.

6. Lessee is responsible for maintenance of the leased premises.

7. Lessee shall keep in force for the full term of the lease a policy of comprehensive public liability insurance. A copy of the current policy shall be provided to Lessor

on an ongoing basis. In addition, the Lessee shall maintain in force an excess liability insurance policy, and the Lessor shall be responsible for 50% of the cost thereof.

8. Either part has the right to cancel this agreement, and any extension thereof, upon one year's written notice to the other party at any time during the term of this Lease. In such event, the Lease shall terminate twelve (12) months from the date of the written notice.

9. The Lessee shall have the option of extending this lease, at its sole option, for an additional period of six (6) years, subject to the one-year cancellation provision set forth above.

10. Notwithstanding any provisions to the contrary, 5 parking spaces are exclusively reserved for Lessor's exclusive use by its tenants, their invitees, customers, and users during hours 8:00 A.M. to 5:00 P.M., 7 days a week. Lessor may post signs at the Premises advising the Public of the restricted parking in accordance with this provision.

11. Proration of Rent. In the event the Lessee has prepaid any rent or has paid or owes rent subsequent to the expiration or termination of the Lease, the parties shall prorate and adjust said rent between themselves.

12. Lessor shall have the right at any time or times to transfer, sell, assign, pledge, mortgage or otherwise convey, all or any part of the Premises and Lessor's interest in this Lease. In the event of any sale of the Premises or of any transfer or assignment or other conveyance of such underlying lease and the leasehold estate thereby created, the seller and transferee shall execute an assignment and assumption agreement, in which case the Lessor shall be entirely relieved of all further obligations of the Lessor herein and that such purchaser, assignee, or transferee shall carry out all of the obligations of the Lessor under the terms and provisions of this Lease agreement and any extensions hereof, and shall agree to be bound by the terms hereof.

IN WITNESS WHEREOF, the respective parties hereto have caused these presents to be signed, sealed, and delivered on the day and year first above written.

(THIS PART INTENTIONALLY LEFT BLANK)

Witnesses:

Name:

Name:

Witnesses:

Maria Lasby

Name:

Michael Hamilton

Name:

KANE CONCOURSE ENTERPRISE, LLC, a
Florida Limited Liability Company

By: _____
Name

TOWN OF BAY HARBOR ISLANDS

[Signature]
By: _____
MAYOR

[Signature]
Attest: _____
TOWN CLERK

RESOLUTION NO. ____

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.

WHEREAS, the Town desires to use certain property owned by KC Property, LLC to provide access for the convenience of the Town as well as its employees and the general public; and

WHEREAS, the Town has agreed to compensate KC Property, LLC for such use, as set forth in the Ingress, Egress and Parking Use Agreement between the Town and KC Property, LLC; and

WHEREAS, the Town Council hereby finds the Ingress, Egress and Parking Use Agreement between the Town and KC Property, LLC, 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 Ingress, Egress and Parking Use Agreement between the Town and KC Property, LLC, 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 February 2026.

ISAAC SALVER, MAYOR

ATTEST:

**EVELYN HERBELLO, MMC
TOWN CLERK**

APPROVED AS TO FORM:

**GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Morris "Skip" Miller, Esq.**

INGRESS, EGRESS AND PARKING USE AGREEMENT

This Agreement (the "Agreement") is made and entered into this _____ day of _____, 2025, between The Town of Bay Harbor Islands, Florida (the "Town"), a political subdivision of the State of Florida, and KC Property, LLC ("KC"). The parties to this agreement are collectively referred to at times herein as the "Parties."

WHEREAS, KC owns and operates a mixed use retail and office building located on lots 16, 17 and 18 in Block 11 of Bay Harbor Islands, according to the Plat thereof, as recorded in Plat Book 46, Page 5 of the Public Records of Miami-Dade County, Florida (the "Property"); and

WHEREAS, the parking area and drive thru behind the Property is listed with the Miami-Dade County Property Appraiser's Office as Folio #13-2227-001-2311 as depicted on Exhibit "A" (the "KC Parking Area"); and

WHEREAS, the Town desires to use the KC Parking Area for the convenience of the residents of the Town as well as its employees and the general public; and

WHEREAS, the Town requires the use of the KC Parking Area so that it may obtain the benefit and revenue of the 16 parking spaces located on the North side of KC's property (as depicted on Exhibit "A") (the "16 Spaces"); and

WHEREAS, KC has sought compensation from the Town for its past and current use of the KC Parking Area; and

WHEREAS, the Town and KC have reached an agreement on the shared use of the KC Parking Area upon the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. All of the representations set forth above are true and correct.
2. The Town is permitted to use the KC Parking Area as a means of ingress and egress to the 16 Spaces by the general public, and so that the Town may obtain the benefit and revenue of the 16 Spaces.
3. The Town will perform the permanent repaving of the entire KC Parking Area within three (3) months of the Effective Date of this Agreement ensuring that it is brought up to all current standards and code requirements.
4. In exchange for KC's provision of past and present use rights in and to the KC Parking Area for the benefit of the Town, its residents and the general public, the Town shall provide the following compensation to KC:
 - a. The Town shall pay 50% of the property taxes assessed against the KC Parking Area for 2024 and all future years on a going-forward basis until such time as the new alleyway on the North side of the Property is constructed, fully completed and ready for use as a means

of ingress and egress by the Town, its residents and the general public. A graphic depiction of this area is shown on a site plan attached hereto as Exhibit "A".

- b. The Town shall share 50% of the net revenue generated from the 16 Spaces on a going forward basis, beginning on February 1, 2025. The Town will produce a report regarding the revenue generated from the 16 Spaces from February 1, 2025 through June 30, 2025 within ten (10) days of the Effective Date of this Agreement. This report shall be sent to KC via e-mail to kcproperty1019@gmail.com. Fifty percent (50%) of the net revenue generated from the 16 Spaces between February 1, 2025 and June 30, 2025 shall be paid to KC within twenty (20) days of the date of the Effective Date of this Agreement.
 - c. All future monthly reports disclosing the revenue generated from the 16 Spaces shall be delivered to KC on or before the 15th day of each month via e-mail to kcproperty1019@gmail.com. Fifty percent (50%) of the net revenue generated from the 16 Spaces on and after July 1, 2025 shall be paid by the Town to KC on a monthly basis within ten (10) days of its receipt by the Town.
 - d. The Town shall reimburse KC the sum of \$1,760 for prior temporary asphalt maintenance and pothole repairs made by KC to the KC Parking Area. This sum shall be paid within ten (10) days of the Effective Date of this Agreement.
 - e. Within ten (10) days of the Effective Date of this Agreement, the Town will procure appropriate general liability insurance coverage that includes both the Town and KC as named insureds which shall provide defense and indemnification for any personal injuries or property damages resulting from incidents occurring on the KC Parking Area. This policy shall have liability limits not less than \$1 million per occurrence and not less than \$3 million in the aggregate.
5. This Agreement may be terminated by the Town for convenience and for any reason or no reason by providing KC with one (1) year's written notice of the Town's intent to terminate this Agreement. This Agreement may be terminated by KC only at such time as it has entered into a binding agreement for the sale of the Property and provided 60 days written notice to the Town of its intent to terminate this Agreement or KC has submitted permitted drawings to the Town for the redevelopment of the Property and provided 60 days written notice to the Town of its intent to terminate this Agreement.
6. Each party acknowledges that it has read this Agreement, understands it, and has had the opportunity to consult with its attorney before executing this document.
7. The Parties accept the terms of this Agreement and have agreed to its terms solely for their own convenience.
8. Time is of the essence in the performance of the Parties' obligations under this Agreement.
9. This Agreement is a complete agreement and any preceding negotiations, representations, or statements by any of the Parties hereto or their agents are merged into this Agreement and superseded by it.

10. This Agreement may be executed in counterparts and will become effective immediately upon execution by all of the Parties hereto, subject to the exchange of signature pages.

11. For all purposes in connection with this Agreement, the "Effective Date" of this Agreement shall be the date that it is signed by all of the parties. If not signed on the same date then the date that it is signed by the last party to sign the agreement.

12. 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 in 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.

13. 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.

14. Pursuant to Section 119.0701 of the Florida Statutes, KC agrees to:

A. Keep and maintain public records in KC's possession or control in connection with KC's performance under this Agreement. KC 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, KC 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, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN. Notwithstanding, it is understood that at all times KC's workpapers shall remain the sole property of KC and are not subject to the terms of this Agreement.

D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of KC shall be delivered by KC to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by KC 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, KC shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree, and it is understood, that KC will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

E. Any compensation due to KC shall be withheld until all records are received as provided herein.

F. KC's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the TOWN.

KC SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO KC. IF KC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO KC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER: _____, E-MAIL ADDRESS: _____ AND MAILING ADDRESS: TOWN CLERK, _____, BAY HARBOR ISLANDS, FLORIDA _____.

15. Whenever any Party desires to give notice unto any other Party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the Party for whom it is intended and the remaining Party, at the places last specified, and the places for giving notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this Section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, the TOWN and KC designate the following as the respective places for giving such notice:

The TOWN:

with a copy to:

KC:

with a copy to:

16. In no event shall the TOWN be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the TOWN shall use reasonable efforts which are consistent with accepted industry practices to complete performance as soon as practicable under the circumstances.

17. To the extent permitted by the law, the Parties waive any provision of law that would render any clause of this Agreement invalid or unenforceable. In the event that a provision herein is held to be invalid or unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by the law, and the remaining provisions of this Agreement will continue in full force and effect.

18. 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, KC hereby agrees that TOWN shall not be liable to KC for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by TOWN to KC 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 by their duly authorized officials have executed this Agreement the day first above written.

THE TOWN OF BAY HARBOR ISLANDS, FLORIDA

By: _____
Town Manager

DATE: _____

ATTEST:

Interim Town Clerk

Approved as to form and legal sufficiency:

GREENSPOON MARDER LLP.

Town Attorneys

Date: _____

KC PROPERTY, LLC

By: _____
Oscar Sklar, President

Date: _____

20' - 4"

1

2

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16

AREA = 3,464 SF

16 SPACES

168' - 4"

25' - 2'

AREA = 4,419 SF

16 SPACES

ADA

1

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AREA = 3,584 SF

Sidewalk

5' - 0'

5' - 0'

.0016

19' - 10"

25' - 2'

20' - 4"

Sidewalk

BAY HARBOR DRIVE

135' - 0"

15

Existing Walkway

Lot #16

Lot #17

Lot #18

Building Footprint = 16,272 SF

1001 - 1023 KANE CONCOURSE

KANE CONCOURSE - BAY HARBOR
KC PROPERTY
1001 THRU 1023 KANE CONCOURSE BAY
HARBOR ISLANDS

REVIEW SET
COMMISSION SUBMITTAL
NOT FOR CONSTRUCTION
DRY RUN PERMIT SET
PERMIT SET
BID SET
CONSTRUCTION SET

Drawn by:
Team
Checked by:
Ari Sklar

1/8" = 1'-0"

ENLARGED 1023
KANE

202' - 0"

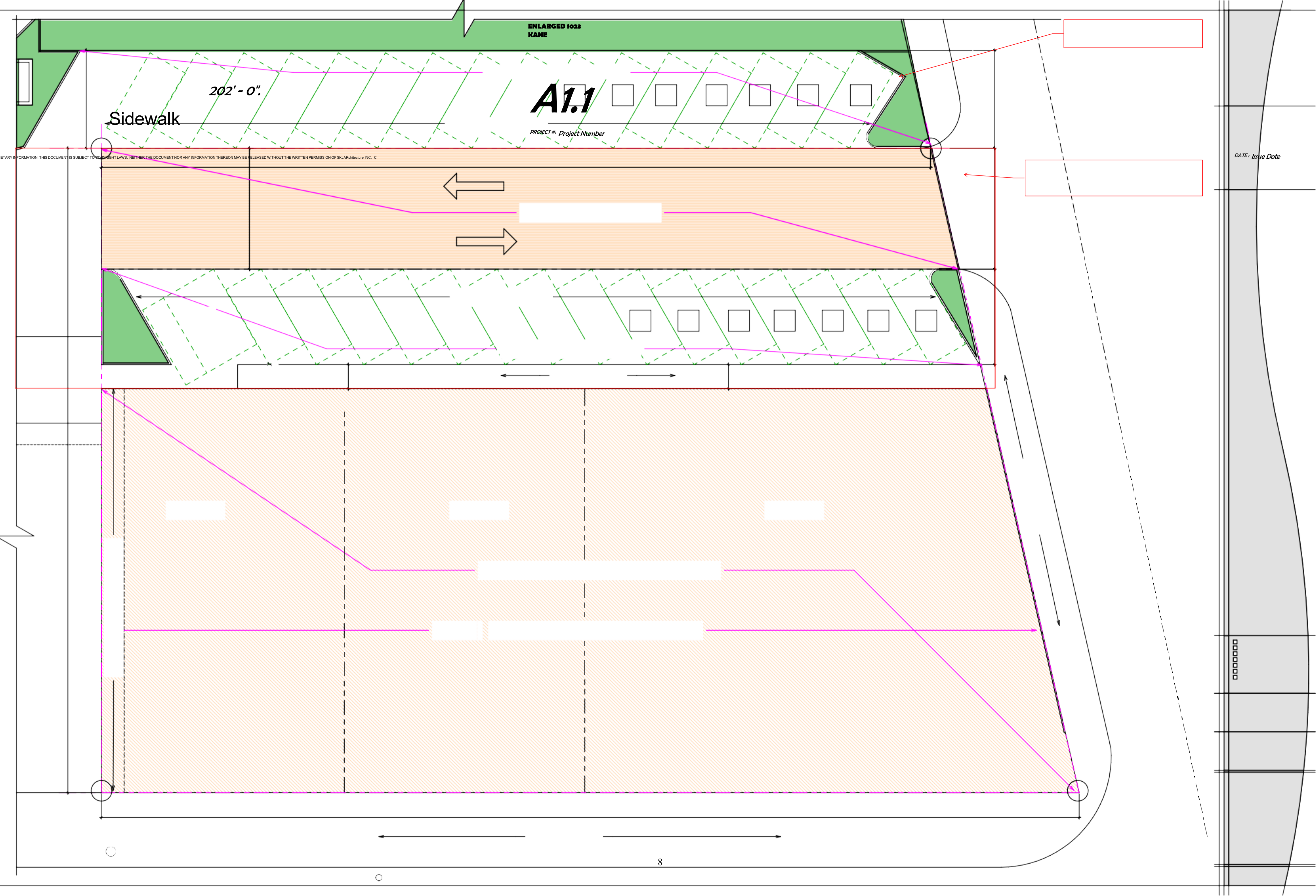
Sidewalk

A1.1

PROJECT #: Project Number

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DATE: Issue Date



AGENDA ITEM REPORT

February 11, 2026

ITEM NUMBER: 21.

ITEM: Discussion on an update from the Town Attorney on the bridge grant and how it would affect a possible long-term lease with Sunshine Gasoline Distributors for the motor fuel service station and convenience store located at 1501 Broad Causeway, Bay Harbor Islands, Florida - Council Member Joshua Fuller.

DESCRIPTION:

On January 14, 2026, the Town Council approved the Eleventh Extension of the Lease Agreement with Sunshine Gasoline Distributors, Inc. and requested to bring back the item at the February council meeting as an update on the request of an extended lease option due to the Town waiting on the update on the bridge grant.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT

February 11, 2026

ITEM NUMBER: 22.

ITEM: Discussion and Possible Action to Direct the Town Manager to Issue a Request for Proposals (RFP) for Town Attorney Services and to Return to the Town Council with recommendations - Vice Mayor Stephanie Bruder.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT

February 11, 2026

ITEM NUMBER: 23.

ITEM: Discussion and possible action to advertise for interested members to apply to be part of the Charter Review Committee- Council Member Teri D'Amico.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

| | |
|----|---------------------------|
| 1. | Part 1-BHI Charter Review |
|----|---------------------------|

- **PART I - THE CHARTER[1]**

CHARTER OF THE TOWN OF BAY HARBOR ISLANDS

Footnotes:

--- (1) ---

Editor's note— Ord. No. 937, § 5, adopted July 16, 2012, and approved at referendum on Nov. 6, 2012, amended the Charter of the Town of Bay Harbor Islands in its entirety to read as herein set out. The former Town Charter derived from Senate Bill No. 865, enacted in 1953, Chapter 28899, Laws of Florida.

- **Article I. - Incorporation, Boundaries, Form of Government and Powers.^[2]**

Footnotes:

--- (2) ---

¹ This Charter, as printed, is the result of an amendment undertaken by the 2011 Charter and Ordinance Review Committee (the "Committee"). The Committee consisted of Jordan Leonard, Robert Yaffe, Issac Salver, Joshua Fuller, Stephen Kennedy, Jay Meiselman and Dr. Barry Shipman. Town Clerk Marlene Marante served as Clerk for the Committee and Richard J. Weiss and Matthew Pearl served as Attorneys. As result of the Committee meetings, and Town Council action thereon, this new Charter was presented to the electorate on November 6, 2012. The Charter incorporates the amendments approved by the majority of electors voting at the election of November 6, 2012.

The last time the charter was revised was in November 2012 with the amendments proposed by the 2011 Charter and Ordinance Review Committee.

In 2024 the Town advertised for individuals interested in applying to become a member of the Charter Review Committee. I looked in the files the former clerk had and could not find any applications of interested individuals. Therefore I do not believe a charter review committee was ever established in 2024.

It is customary to review and revise your charter every 10 years,

AGENDA ITEM REPORT

February 11, 2026

ITEM NUMBER: 24.

ITEM: Discussion and possible action to allow the public to use the Police Gym located at the Community Center - Council Member Teri D'Amico.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

| |
|---|
| 1. BHI TAO Memo Re Senior Citizen Use of Police Gymnasium (TAO 1-8) |
|---|

MEMORANDUM

To: Lindsley Noel, Town Manager
Town of Bay Harbor Islands

From: Morris G. (Skip) Miller of Greenspoon Marder LLP

Date: Thursday, January 8, 2026

Re: Use of Police Gymnasium by General Public

The question presented is whether the Town of Bay Harbor Islands (the “Town”) could allow the general public – specifically senior citizens – to use the police gymnasium. We do not think the Town can do so for two distinct reasons. First, allowing the general public to use the police gymnasium would not be a permitted use, because the gymnasium was financed with federal forfeiture funds. Second, allowing the use of the police gymnasium by the general public would pose potential safety and security risks.

Restrictions on the Use of Proceeds of Federal Asset Forfeitures

Town staff advised that the police gymnasium was funded from the proceeds of federal asset forfeitures. Such proceeds may only be used for law enforcement purposes that enhance, but not replace, existing law enforcement budgets. Hence, forfeiture improvements are only permitted if they are directly tied to law enforcement operations. Currently, the police department uses the gymnasium for, among other purposes, conditioning and tactical training. This clearly enhances the law enforcement operations. Conversely, making the gymnasium open to the general public would not enhance law enforcement operations.

Security and Safety Concerns

The second reason why general public use of the police gymnasium should be disallowed is the potential safety and security risks presented. On occasion, police officers may bring their weapons, other department issued equipment, or official documentation into the gymnasium. All of which should be off limits to, and inaccessible by, the general public. In addition, the

gymnasium may have specialized equipment for police use which could pose a safety risk if used by civilians. Moreover, the police gymnasium being open to the general public might facilitate unauthorized civilian access to restricted areas of the police building.

Nevertheless, should it desire, the Town could construct a separate gymnasium for the use of its civilian residents, including senior citizens, with other permitted funds.

Please let us know if you need anything further.

AGENDA ITEM REPORT

February 11, 2026

ITEM NUMBER: 25.

ITEM: Consideration and approval to authorize the Town Manager to procure outside counsel for the pending litigation of 1310 Land Holdings, LLC v. the Town of Bay Harbor Islands - Vice Mayor Stephanie Bruder.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT

February 11, 2026

ITEM NUMBER: 26.

ITEM: Consideration and approval of a resolution affirming support for the preservation of the Miami-Dade Urban Development Boundary ("UDB") and urging the Miami Dade County Board of County Commissioners to uphold County Mayor Daniela Levine Cava's Veto of the proposed development outside the UDB - Joshua Fuller.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

| |
|---|
| 1. Resolution Supporting Preservation of UDB (2026)(63764278.2) |
|---|

1 RESOLUTION NO. _____
2

3 A RESOLUTION OF THE ~~TOWN COUNCIL CITY COMMISSION~~ OF THE
4 ~~TOWN CITY OF BAY HARBOR ISLANDS MIAMI BEACH,~~ FLORIDA,
5 AFFIRMING SUPPORT FOR THE PRESERVATION OF THE MIAMI-
6 DADE URBAN DEVELOPMENT BOUNDARY (“UDB”) AS IT
7 CURRENTLY EXISTS TO PROTECT DOWNSTREAM WATER
8 RESOURCES, INCLUDING THE BISCAYNE AQUIFER, REGIONAL
9 GROUNDWATER SUPPLIES, AND CONNECTED COASTAL WATERS,
10 AS WELL AS THE EVERGLADES, WETLANDS, AND AGRICULTURAL
11 LANDS; URGING THE MIAMI-DADE COUNTY BOARD OF COUNTY
12 COMMISSIONERS TO UPHOLD COUNTY MAYOR DANIELA LEVINE
13 CAVA’S VETO OF THE PROPOSED DEVELOPMENT OUTSIDE THE
14 UDB; URGING THE FLORIDA STATE LEGISLATURE TO OPPOSE ANY
15 LEGISLATION THAT WOULD WEAKEN THE UDB IN THE MIAMI-DADE
16 COUNTY CHARTER; ENCOURAGING ADVANCEMENT OF
17 ATTAINABLE AND WORKFORCE HOUSING WITHIN THE UDB TO
18 ADDRESS HOUSING AFFORDABILITY WITHOUT EXPANDING
19 DEVELOPMENT INTO ENVIRONMENTALLY SENSITIVE LANDS;
20 DESIGNATING THE PRESERVATION OF THE UDB AS A STATE
21 LEGISLATIVE PRIORITY FOR THE ~~TOWN OF BAY HARBOR~~
22 ~~ISLANDS CITY OF MIAMI BEACH;~~ AND FURTHER, DIRECTING THE
23 TOWN CITY CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO
24 THE MIAMI-DADE COUNTY MAYOR, EACH MEMBER OF THE MIAMI-
25 DADE COUNTY BOARD OF COUNTY COMMISSIONERS, THE
26 SPEAKER OF THE FLORIDA HOUSE OF REPRESENTATIVES, THE
27 PRESIDENT OF THE FLORIDA SENATE, THE MIAMI-DADE STATE
28 LEGISLATIVE DELEGATION, ALL OTHER MUNICIPALITIES WITHIN
29 MIAMI-DADE COUNTY, AND THE ~~TOWN CITY OF BAY HARBOR~~
30 ~~ISLANDS’ MIAMI BEACH’S~~ STATE LEGISLATIVE LOBBYISTS.
31 PROVIDING FOR TRANSMITTAL.
32

33 **WHEREAS**, the Urban Development Boundary (“UDB”) in Miami-Dade County
34 was established as a core growth-management tool to limit urban sprawl, protect
35 environmentally sensitive lands, preserve agricultural areas, and safeguard natural
36 systems critical to regional water supply and flood resilience; and

37
38 **WHEREAS**, lands located outside the current UDB include wetlands, agricultural
39 soils, and open spaces that play a vital role in protecting downstream water resources,
40 including the Biscayne Aquifer, regional groundwater supplies, and connected coastal
41 waters, upon which Bay Harbor Islands Miami Beach and other coastal communities

42 depend for drinking water, environmental health, and resilience to flooding and sea level
43 rise; and

44

45 **WHEREAS**, wetlands and prairies west of the UDB function as natural filtration
46 and storage systems that support groundwater recharge, reduce pollutant loads, and
47 maintain hydrologic connections between inland ecosystems, the Everglades, and
48 downstream coastal waters; and

49

50 **WHEREAS**, the UDB also serves to protect South Dade agricultural lands by
51 maintaining contiguous farming areas, preserving permeable soils, supporting food
52 production, and preventing land-speculation pressures that arise when urban
53 development expands into rural areas; and

54

55 **WHEREAS**, in January 2026, the Miami-Dade County Commission approved
56 amendments to the County's Comprehensive Development Master Plan to allow
57 development of a large heavy-equipment facility on hundreds of acres of predominantly
58 protected wetlands outside the existing UDB, raising significant concerns regarding
59 impacts to wetlands, water resources, flood control, and long-standing growth-
60 management policies; and

61

62 **WHEREAS**, on February 2, 2026, Miami-Dade County Mayor Daniella Levine
63 Cava vetoed the proposed development, citing the County's obligation to protect
64 environmentally sensitive lands, uphold the integrity of the UDB, and ensure that
65 development outside the boundary occurs only when there is a demonstrated and
66 compelling public need consistent with long-range planning principles; and

67

68 **WHEREAS**, weakening or bypassing the UDB through legislative or administrative
69 action risks accelerating sprawl into wetlands and agricultural lands, undermining
70 Everglades restoration efforts, and increasing long-term public costs associated with
71 infrastructure expansion, flood mitigation, and environmental degradation; and

72

73 **WHEREAS**, the ~~Town Council City Commission~~ of the ~~CityTown~~ of ~~Bay Harbor~~
74 ~~IslandsMiami Beach~~ recognizes that addressing housing affordability is a critical public-
75 policy goal, and acknowledges that developers have argued for expanding the UDB
76 westward to accommodate industrial and commercial projects as a means to preserve
77 sufficient land within the UDB for affordable and workforce housing; however, but that
78 such effortsthe Town CouncilCity Commission firmly believes that such housing
79 objectives are best achieved through ~~attainable and workforce housing~~ strategies within
80 the existing ~~Urban Development Boundary~~UDB, including infill development,
81 redevelopment, zoning reforms, and infrastructure-efficient growth, rather than by
82 encroaching upon pushing development westward into environmentally sensitive lands;
83 and

84
85 **WHEREAS**, protecting upstream lands and water systems is directly tied to the
86 long-term environmental, economic, and public-health interests of the Town of Bay
87 Harbor IslandsMiami Beach as a downstream coastal city.

88
89 **NOW, THEREFORE, BE IT DULY RESOLVED BY THE TOWN COUNCIL CITY**
90 **COMMISSION OF THE TOWNCITY OF BAY HARBOR ISLANDSMIAMI BEACH,**
91 **FLORIDA;**

92
93 **Section 1.** The foregoing recitals are adopted and hereby incorporated as if fully
94 set forth herein.

95 **Section 2.** That thattThe Mayor and Town Council City Commission of the City
96 of Miami Beach hereby affirms its support for the preservation of the Miami-Dade Urban
97 Development Boundary (“UDB”) as it currently exists to protect downstream water
98 resources, including the Biscayne Aquifer, regional groundwater supplies, and connected
99 coastal waters, as well as the Everglades, wetlands, and agricultural lands; urges the
100 Miami-Dade County Board of County Commissioners to uphold County Mayor Daniella
101 Levine Cava’s veto of the proposed development outside the UDB; urges the Florida
102 State Legislature to oppose any legislation that would weaken the UDB in the Miami-
103 Dade County Charter; encourages the advancement of attainable and workforce housing
104 within the UDB as the appropriate means of addressingto address housing affordability

105 without expanding development into environmentally sensitive lands; designates the
106 preservation of the UDB as a State legislative priority for the Town of Bay Harbour
107 ~~Islands~~~~City of Miami Beach~~ and ~~directs the City's state legislative lobbyists to advocate~~
108 ~~accordingly~~; and further directs the CityTown Clerk to transmit a copy of this Resolution
109 to the Miami-Dade County Mayor, each member of the Miami-Dade County Board of
110 County Commissioners, the Speaker of the Florida House of Representatives, the
111 President of the Florida Senate, the Miami-Dade State Legislative Delegation, all other
112 municipalities within Miami-Dade County, and the CityTown of Bay Harbor Islands~~Miami~~
113 ~~Beach's~~ state legislative lobbyists.

114
115 Section 3. If any provision, section, phrase, or word of this Resolution is
116 declared invalid or unenforceable by a court of competent jurisdiction, the remaining
117 provisions, sections, phrases or words of this Resolution shall remain in full force and
118 effect.

119 Section 4. The Town Manager is hereby authorized to do all things necessary
120 to carry out the aims of the Resolution.

121 Section 5. This Resolution shall become effective immediately upon its
122 adoption.

123
124
125

PASSED AND ADOPTED this ____ day of February, 2026.

127
128 Motion By: _____
129 Second By: _____

130
131 **FINAL VOTE ON ADOPTION:**

132
133 Mayor Isaac Salver Absent
134 Vice Mayor Stephanie Bruder
135 Council Member Teri D'Amico
136 Council Member Molly Diallo
137 Council Member Joshua Fuller
138 Council Member Eric Rappaport

139 Council Member Robert Yaffe

140

141 ATTEST:

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143

144

ISAAC SALVER
MAYOR

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146

147 ATTEST:

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EVELYN HERBELLO, MMC
TOWN CLERK

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APPROVED AS TO FORM:

GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Morris G. (Skip) Miller, Esq.

Steven Meiner, Mayor

Rafael Granado, City Clerk

~~(Sponsored by Commissioner David Surez and
Mayor Steven Meiner)~~