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

TOWN OF BAY HARBOR ISLANDS
MORRIS N. BROAD COMMUNITY CENTER
1175 95TH STREET
BAY HARBOR ISLANDS, FL 33154

REGULAR COUNCIL MEETING
AGENDA

June 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 Thursday, June 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/87551483254
Meeting ID: 852 2167 2251
Passcode: 860963

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

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

the Toll-free numbers below:

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

Meeting ID: 852 2167 2251
Passcode: 860963
Participant ID: Press the # key.

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

Members of the Public can also submit their request to speak and/or comments via email to the Office of the Town Clerk at eherbello@bayharborislands-fl.gov prior to 4:00 p.m. on June 10, 2026.

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

SPECIAL PRESENTATION:

1. Police Officer Joan Smith

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

COUNCIL REPORTS:

PUBLIC COMMENT

Speakers are allowed three (3) minutes and up to no more than five (5) minutes at the discretion of the presiding officer to speak on any items on the agenda only during the Public Comment portion of the meeting. Speakers may apportion their time during Public Comment to various agenda items however they wish. Any person who wishes to speak during a public hearing may be heard for no more than two (2) minutes during each public hearing or ordinance on second reading. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than five (5) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. A request form is available from staff or on the Town's website; please fill it in and return it to the Deputy Town Clerk no later than the conclusion of "Public Comment" section of the meeting, if you would like to address the Town Council. Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.

COMMITTEE REPORTS:

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

2. May 13, 2026 Regular Town Council Meeting Minutes

3. Consideration and approval setting an expenditure for the proposed July 4th Independence Day Celebration with Bal Harbour and Surfside in an amount not to exceed $50,000.

4. Consideration and Approval FY 2025-2026 Budget Amendment.

5. Ratification of 4th Emergency work in the amount of $36,155 to repair pedestal # 3 at pier cap # 9 at Broad Causeway Intracoastal Waterway Bridge (Bridge #875101)

6. Consideration, approval and authorization of the expenditure of the funds previously approved to purchase a new Police Department Vessel.

7. Consideration, approval and authorization for the purchase of five (5) new Police Department vehicles.

PUBLIC HEARING-QUASI JUDICIAL:

8. Consideration and Approval of a Special Use Application by Jewish Educational Leadership Institute to Operate an Infant Daycare Facility for Children Ages Newborn to 18 Months at 1065 Kane Concourse Within the B-1 Zone . Sponsored by Council Member Elchonon Shagalov.

ORDINANCES ON SECOND READING:

ORDINANCES ON FIRST READING:

9. Consideration and approval of an ordinance on first reading establishing a Transportation Impact Fee and adopting the findings and the impact fee study. Town Manager.

10. Consideration and approval of an ordinance on first reading establishing a Parks Impact Fee Schedule and adopting findings and the impact fee study. Town Manager.

11. Consideration and approval of an ordinance on first reading establishing a police impact fee schedule, adding Section 26-3 ("Police Impact Fees") to the Town Code of Ordinances. Town Manager

12. Consideration and approval of an ordinance on first reading increasing the toll rates per year.- Town Manager

13. Consideration and approval of an ordinance on first reading amending Section 12-26 regarding the removal of designated parking authority and the prohibition of on-site worker vehicle congregation before 8:30 a.m. and after 6:30 p.m. Sponsored by Vice Mayor Stephanie Bruder.

14. Consideration and approval of an ordinance on first reading requiring all new private developments to enter into a Developer Parking Agreement, including provisions for handicap-accessible parking, through the addition of Chapter 23, Article II, Section 23-24.1 of the City Code. Sponsored by Vice Mayor Stephanie Bruder.

15. Consideration and approval of an ordinance on first reading amending Ordinance No. 1100 regarding micromobility to prohibit the use of said devices by individuals under the age of 13. Sponsored by Council Member Eric Rappaport.

16. Consideration and approval of an ordinance on first reading amending and adding provision to Chapter 12, Article II of the Code regarding vessel noise. Sponsored by Council Member Joshua Fuller.

DEFERRED ITEMS:

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

17. Discussion and possible action on the selection process for Town Attorney Services.

18. Discussion and possible action on the approval of a design of the passive park at 94th Street and 103rd Street at a cost of up to $425,000.00.

19. Consideration and possible action to select Brown & Brown as the Town's Health Insurance Broker of Record

DISCUSSION ITEMS:

20. Discussion and possible action for extended interior working hours for project located at 10141 E. Bay Harbor Drive in exchange for $200,000 contribution for Padel Court initiative. Sponsored by Vice Mayor Stephanie Bruder.

21. Discussion and possible action concerning the scheduling of meetings, including workshops and special council meetings. Sponsored by Council Member Robert Yaffe and Co-sponsored by Council Member Joshua Fuller.

22. Discussion and possible action regarding Kayak and Paddleboard rental and storage at new waterfront park. Sponsored by Council Member Joshua Fuller and co-sponsored by Council Member Robert Yaffe.

23. Consideration and approval of a resolution directing staff to negotiate with adjacent jurisdictional entities for purposes of enforcing noise violations that originate from vessels. Sponsored by Council Member Joshua Fuller.

24. Discussion and possible action regarding Town Council Press Policy. Sponsored by Council Member 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.

TOWN OF BAY HARBOR ISLANDS
POLICE DEPARTMENT
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager
CC:	Evelyn Herbello, Town Clerk
FROM:	Luis Alvarez, Chief of Police
DATE:	May 20, 2026
SUBJECT:	Town of Bay Harbor Islands-New Hire Introduction

RECOMMENDATION

N/A

BACKGROUND

The following new hire began with the Police Department on Monday, May 11th.

Certified Police Officer-Joan Smith

ATTACHMENTS

AGENDA ITEM REPORT
June 11, 2026

ITEM NUMBER: 2.

ITEM: May 13, 2026 Regular Town Council Meeting Minutes

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	2026-05-13 Regular Town Council Meeting Minutes

Town of Bay Harbor Islands

Regular Town Council Meeting
MINUTES
May 13, 2026

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

Opening

Call to Order

Mayor Salver called the meeting to order at 7:01 p.m.

Pledge of Allegiance

Pledge of allegiance was delivered by Danilo Ortega from Ruth K. Broad Bay K-8 Center.

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 Elchonon Shagalov and Council Member Joshua Fuller.

Also Present: Town Manager Lindsley Noel, Interim Town Attorney Tania Cruz-Gimenez.

Special Presentations:

1. Special Presentation by District 7 Miami-Dade County Commissioner Raquel Regalado – Request to present Neuroinclusion Toolkit in Bay Harbor Islands:

   County Commissioner Regalado's designee was unable to attend.

2. Ruth K. Broad Bay Harbor K-8 Center Rookie Teacher of the Year – Danila Sanz – Sponsored by Council Member Molly Diallo

   Council Member Diallo provided a biography of Danila Sanz and thanked her for her dedication. She presented her with a plaque.

   Ruth K. Broad Bay Harbor K- 8 Center Teacher of the Year – Christine Bergman – Sponsored by Council Member Molly Diallo.

Council Member Diallo provided a biography of Christine Bergman and thanked her for her dedication. She presented her with a plaque.

Mayor Salver recognized and welcomed Mayor Wolfson, who was present on behalf of the office of State Representative Fabian Basabe. He expressed appreciation for Mayor Wolfson taking the time to attend the meeting and provide a legislative update. He stated that it is valuable for the Town to maintain communication and collaboration with state representatives and their offices, particularly regarding matters that may affect residents, the community, and local government operations.

Mayor Wolfson addressed the Town Council on behalf of the office of State Representative Fabian Basabe and provided a legislative update regarding initiatives impacting Bay Harbor Islands and District 106. He discussed the Representative's legislative priorities, including affordability, public safety, infrastructure resiliency, healthcare, education, environmental protection, flood mitigation, transportation, and responsible growth management. He stated that Representative Basabe continues advocating for infrastructure accountability and resiliency measures for coastal communities, including potential revisions to portions of the Live Local framework related to growth and development. He further advised that the Legislature is continuing efforts related to tax relief and insurance reform and noted Representative Basabe's work as Vice Chair of the Human Services Subcommittee focusing on healthcare oversight, mental health, elder care, disability services, homelessness, and accountability within taxpayer-funded programs. He spoke regarding legislation supporting Florida's economy, tourism, arts, and entertainment industries, including the creation of the Florida Film Legacy specialty license plate. He also conveyed Representative Basabe's appreciation for the Town Council's partnership with his office and advised that the Representative continues advocating in Tallahassee for Bay Harbor Islands police, water infrastructure, and other community priorities.

Fatima Balderramos, Principle for Ruth K Broad Bay Harbor K-8 Center addressed the Town Council and thanked the Mayor and Council for recognizing the school's teachers. She stated that the honored teachers are both Bay Harbor Islands residents and commended them for going above and beyond in service to the students and school community. She further stated that the teachers demonstrate selflessness and dedication to the school's "Bobcat" community and expressed appreciation for their continued hard work and commitment.

3. Town Employees of the Month:
    - January 2026 – Evelyn Merizalde, Compliance Manager
    - February 2026 – Kenny Chaviano, Assistant Public Works Director
    - March 2026 – Jonathan Stephenson, Executive Assistant to the Town Manager
    - April 2026 -

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

Town Manager Noel recognized several longstanding Town employees selected as Employees of the Month and stated that the honorees exemplify professionalism, dedication, and commitment to public service within the Town of Bay Harbor Islands. He

announced that the General Employee of the Month for January was Evelyn Merizalde, Code Compliance Manager, and invited her to come forward for recognition. He stated that Ms. Merizalde has served the Town for approximately 19 years and has advanced through multiple positions within the Code Compliance Division, including Administrative Assistant to the Code Compliance Director, Code Compliance Officer, Code Compliance Supervisor, and currently Code Compliance Manager. He commended Ms. Merizalde for her professionalism, leadership, institutional knowledge, and dedication to the Town and its residents. It was noted that her responsibilities include managing the Town's Code Compliance Division and that she previously also served as a Parking Enforcement Officer. He further advised that during the 2025–2026 period, the Code Compliance Division handled approximately 2,095 violation files and recorded approximately $414,000 in fines, reflecting the scope and importance of the division's enforcement responsibilities.

Town Manager Noel recognized Kenny Chaviano, Assistant Public Works Director, as the Employee of the Month for February and noted that he was unable to attend the meeting. He expressed appreciation for Mr. Chaviano's service and contributions to the Town.

Town Manager Noel then announced that the Employee of the Month for March was Jonathan Stephenson, Executive Assistant to the Town Manager. It was noted that Mr. Stephenson joined the Town of Bay Harbor Islands in August 2025 and quickly made a positive impact within the Office of the Town Manager. He stated that Mr. Stephenson supports the daily administrative and operational activities of the Town Manager's Office and regularly assists the Town Manager, department heads, Town Council, Town employees, and residents. He further noted that Mr. Stephenson has demonstrated a proactive and innovative approach to his work by helping improve internal processes, organization, and information management systems within the Town administration. He commented that much of Mr. Stephenson's work occurs behind the scenes but directly contributes to the effectiveness and success of the Town Manager's Office and the Town as a whole. He thanked Mr. Stephenson for his hard work, dedication, and support to both the Town Manager's Office and the Town Council, and congratulated him on being recognized as Employee of the Month for March.

Town Manager Noel recognized Willian Hernandez, Electrician, as the Employee of the Month for April. He noted that Mr. Hernandez was unable to attend the meeting but expressed appreciation for his service and contributions to the Town and recognized him for being selected as Employee of the Month for April.

Requests for Withdrawals, Deferments and Future Agenda Items:

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

Town Manager's Report:

The Town Manager Noel provided his Town Manager's Report to the Town Council regarding community events, operational updates, capital projects, procurement matters, emergency preparedness, and ongoing Town initiatives. He highlighted several recent and upcoming community events, including attendance at the Farmers Market and Jazz Concert, the Seniors Mother's Day Brunch, Movie Night in the Park, upcoming Farmers Market and concert events, a senior trip to the Actors' Playhouse, and the scheduled mobile DMV services at the Community Center. He also announced a planned employee kickball game and advised that the Parks and

Recreation Department is preparing a proposed Fourth of July program recognizing the 250th anniversary of American independence, which may require future Council budget consideration.

The Town Manager Noel reported that the Town has entered the Fiscal Year 2026–2027 budget preparation process, with departments submitting budget materials and meetings being scheduled with Finance and the Town Manager's Office to review departmental requests before presentation to the Town Council during future workshops and hearings. He provided updates regarding procurement matters, including Requests for Professional Services for health insurance broker services and professional legal services for Town Attorney representation. He recommended that the Town Council discuss the Town Attorney selection process at a future Council meeting before moving forward with final selection later in the summer. He advised that the Town continues coordinating with Miami-Dade County regarding the Comprehensive Plan review process and stated that preliminary feedback from the County has been generally positive, although the review timeline has been delayed due to staffing issues. He provided an update regarding the capital project regarding the new Town Hall, including receipt of final fire inspection approval and anticipated relocation during the week of May 18, 2026, with a tentative ribbon-cutting ceremony planned for the week of June 8, 2026. He provided additional updates regarding the Gateway Park kayak dock improvements, interior park improvements, and ongoing discussions concerning the future naming of the park.

Town Manager Noel also discussed proposed beautification and sidewalk improvement efforts within the Kane Concourse business district and advised that additional quotes and design reviews are currently underway before recommendations are brought forward to the Town Council. He provided updates regarding park safety improvements at Tot Lot Park, fabrication and installation progress for new park equipment, and emergency preparedness efforts in anticipation of hurricane season, including a planned emergency management tabletop exercise and community outreach efforts related to hurricane preparedness. Lastly, he addressed a recent incident near the sandbar involving multiple injuries caused by an explosion and stated that the Town would continue proactive enforcement, public safety patrols, and legislative efforts relating to quality-of-life and public safety concerns. He acknowledged the efforts of members of the Town Council and the Town Attorney in working collaboratively with the administration on proposed legislation addressing those issues.

Council Reports:

Council Member Rappaport expressed concerns regarding another resignation from the Parks and Recreation Committee and emphasized the importance of resident participation on Town committees and attendance at Town Council meetings to help keep residents informed on Town matters. He thanked the Police Department for issuing social media communication regarding a recent incident on West Bay Harbor Drive and discussed concerns relating to staging, parking, and motorized scooter safety within the Town. He referred to a recent incident involving a child operating a motorized scooter who was nearly struck by a vehicle and stated that the Town may need to consider additional enforcement or legislation relating to scooter safety in the future. He also referenced attendance at several recent community events, including the mayoral inauguration in Surfside and a local carnival event, and briefly commented on the upcoming move into the new Town Hall facility.

Council Member Diallo recognized educators at Ruth K. Broad Bay Harbor K-8 Center during Teacher Appreciation Week and expressed appreciation to Town staff for supporting and recognizing the school's teachers. She noted that the recognition was well received and reflected

the Town's support for the educational community. She provided additional appreciation for the Town's law enforcement personnel in recognition of Law Enforcement Appreciation Day, with comments acknowledging the Police Department's increased visibility and continued efforts throughout the community. She spoke regarding her concerns about motorized scooter safety and recognized the Police Department's ongoing enforcement presence. She provided her comments regarding attendance at a recent Children's Trust luncheon and appreciation was expressed to Town staff for providing programming and services to the community. She also provided positive remarks regarding recent student testing performance, the upcoming move into the new Town Hall facility, and recognition of the Town's Employees of the Month.

Vice Mayor Bruder spoke regarding the Town's band and concert events, with a suggestion that future events be scheduled on Saturday evenings rather than Sunday nights in order to improve attendance and better accommodate families with school-aged children. She noted that several parents expressed concerns regarding Sunday evening scheduling because of school and bedtime routines. She also included appreciation to Parks and Recreation staff for organizing the recent Mother's Day luncheon for senior residents, which was described as well attended and positively received. She spoke regarding a transition involving senior programming and a revised pricing structure for classes, including discounted class packages and unlimited class options for seniors. She stated that the classes are currently full. She further referenced prior Fourth of July events coordinated jointly with neighboring municipalities, including Bal Harbour and Surfside, and suggested potential future collaboration opportunities for Independence Day programming between the Towns of Bay Harbor Islands, Bal Harbour, and Surfside for future Fourth of July programming and community events. She stated that the municipalities have worked together on similar events in the past and that increased regional cooperation could strengthen community engagement and participation.

Vice Mayor Bruder also spoke regarding hurricane preparedness efforts and the importance of providing residents with preparedness information prior to hurricane season. She suggested for the Town to distribute hurricane preparedness posters and flyers throughout residential buildings, with assistance from the Police Department, in light of forecasts and concerns regarding the upcoming hurricane season. Additional comments were directed to the Finance Department regarding the upcoming budget process. She requested for the Town Council receive updated financial information comparing current expenditures to adopted budget amounts, as well as information regarding potential rollover funds and anticipated financial impacts, including insurance-related costs. She indicated that receiving the information prior to the start of budget discussions would assist the Town Council in reviewing financial conditions and preparing for the Fiscal Year budget process.

Council Member Fuller spoke regarding the upcoming budget process and future legislative funding opportunities. He suggested that Town staff provide the Town Council with information regarding projects that may be eligible for state and federal appropriations so that legislative funding requests can be prepared in advance for consideration in Tallahassee and Washington, D.C. He noted that early coordination would assist the Town Council in identifying priorities and incorporating potential funding opportunities into the budget planning process. He recognized the success of the recent seniors' Mother's Day event and expressed appreciation to staff for organizing the program. He also addressed ongoing bridge renovation work within the area and acknowledged resident concerns regarding increased traffic congestion and lane merging issues associated with the project. He stated that the work is necessary for public safety purposes and related to the condition of the bridge infrastructure and future replacement efforts. He encouraged

residents to remain patient, plan for additional travel time, and exercise caution while the construction work continues.

Council Member Yaffe congratulated the Town's Employees of the Month and recognized the efforts of all Town employees, police officers, and staff for their service to the community. He also referenced attendance at a Law Day event held at the North Dade Justice Center. He noted that the annual event, established many years ago in coordination with members of the judiciary, recognizes the rule of law and includes a student essay contest. Discussion at the event included recognition of several judges and legal professionals in attendance, as well as remarks by a United States Magistrate Judge regarding her professional experiences and career in public service. He further noted the importance of the local courthouse and the services it provides to residents. He recognized the success of the recent seniors' Mother's Day luncheon and thanked staff involved in organizing the event. He spoke regarding an upcoming meeting of the Miami-Dade County Board of Rules and Appeals and briefly discussed the Board's role in handling appeals related to building matters and recertification processes within the County. He expressed support for future collaboration among the municipalities of Bay Harbor Islands, Bal Harbour, and Surfside regarding future Fourth of July events and noted plans to attend the upcoming installation dinner for the Miami-Dade County League of Cities in the City of Coral Gables.

Council Member Shagalov spoke regarding the recent seniors' Mother's Day brunch, which was described as well-organized and well attended, with attendees enjoying the event and social atmosphere. He expressed appreciation to Town staff for coordinating the program. He also thanked the Town Manager and staff for promptly addressing a safety concern previously raised regarding equipment at Tot Lot Park. He noted that corrective action was taken immediately after concerns were raised involving a toddler being able to place their head through an opening in the playground fence equipment. He indicated that parents expressed appreciation for the Town's quick response to the matter. He spoke regarding participation in orientation activities for newly elected officials, including a tour of the new Town Hall facility and registration for an upcoming orientation program hosted by the Florida League of Cities for newly elected municipal councilmembers. He expressed interest in learning more about municipal governance and networking with elected officials from other South Florida municipalities.

Mayor Salver spoke regarding attendance at several recent Town and regional events, including the Town concert event, the seniors' Mother's Day brunch, and the Children's Trust banquet. He noted that the Children's Trust event recognized numerous youth programs and organizations and described the event as uplifting and well attended. He also discussed attendance at a conference in Savannah hosted by the Combat Antisemitism Movement in recognition of Jewish American Heritage Month. He stated that approximately 50 mayors from multiple states attended the event to participate in workshops and discussions relating to antisemitism, racism, prejudice, and public education efforts. He described the conference as educational and emphasized that the event was privately funded and did not result in costs to the Town. He spoke regarding his attendance at a meeting of the Children's Trust Finance and Operations Committee. He stated that at that meeting discussion included budgetary and millage rate matters, with comments regarding the importance of ensuring available funds are utilized for programs and services benefiting children and families within the community. He further reported on a recent meeting of the coastal mayors following the municipal election in Surfside. He stated that significant discussion focused on regional traffic concerns and sandbar-related issues and noted that neighboring municipalities expressed a willingness to collaborate with one another, Miami-Dade County, and the Florida Department of Transportation on traffic mitigation efforts affecting the area. He spoke regarding a recent meeting of the Town's Pension Board had been held and

discussion included ongoing efforts relating to the administration of the pension system, legal representation, and ensuring continued support and benefits for Town employees participating in the pension trust.

Council Member Rappaport wanted to also add that there were concerns raised by residents attempting to obtain library cards through the Miami-Dade Public Library System online registration system. He stated that residents using the Town's zip code experienced difficulties obtaining library cards online because certain municipalities, including Surfside, Bal Harbour, and Miami Shores, are not listed as participants within the online registration process. He stated that the matter had been brought to the attention of the Town Manager for further review and possible coordination with the library system in an effort to improve access for Town residents.

Town Manager Noel advised the Town Council that Florida Senate Bill 382 is scheduled to take effect on July 1, 2027, and will require licensing for certain classifications of electric bicycles. He stated that the legislation may assist in addressing some of the safety concerns related to e-bikes and scooters discussed by the Town Council. He further advised that, if desired, the Town Council could consider adopting local regulations or ordinances addressing similar safety measures prior to the state legislation taking effect.

Mayor Salver commented regarding ongoing concerns involving e-bike riders traveling on and near the bridge construction area. He referenced the available bridge tender camera footage allegedly showing individuals operating e-bikes within the maintenance of traffic barricade area during active traffic conditions. He further stated that the individuals appeared to be riding in an unauthorized area between traffic lanes and referenced prior concerns involving individuals allegedly performing unsafe maneuvers, including wheelies, while traveling into Town. He suggested that the available footage may assist in identifying the individuals involved for possible enforcement purposes.

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:

Ken Eskin expressed concerns regarding landscaping debris being blown into the roadway along Kane Concourse rather than properly collected and requested additional attention to cleanliness and storm drain protection. He also raised safety concerns regarding scooters and e-bikes operating at high speeds along the bridge walkway area without helmets and requested increased police enforcement due to the potential risk to

pedestrians and motorists. He also spoke regarding low public attendance at Town meetings, with the resident suggesting the Town expand communication efforts through social media and additional outreach methods to better inform residents of upcoming meetings and Town activities.

Fran Neuhut expressed concerns regarding the Town's relationship with Church By The Sea, use of parking facilities, Town finances, and overall community planning. She also raised concerns regarding youth programming, park accessibility, prior interlocal agreements, and the Town's comprehensive plan, and questioned certain administrative and recordkeeping matters.

Menachen Kranz addressed the Town Council and commended another resident for their continued involvement and participation in Town matters. He also expressed appreciation for the recently installed traffic control gates near the bridge area, stating that the improvements have significantly reduced illegal vehicle turns occurring off the bridge and into the neighborhood. He stated that, for the first time in approximately five years, vehicles and construction workers were no longer regularly making dangerous illegal turns in the area, which had previously created safety concerns for motorists, pedestrians, children, and scooter riders. He thanked the Town Council, Town Manager, and staff involved in implementing the improvements and suggested that additional aesthetic enhancements, such as landscaping or planters, could further improve the area surrounding the gate installation.

Dave Sanchez expressed concerns regarding low civic engagement and the inability of several Town committees to consistently achieve quorum. He also raised concerns regarding communication and accessibility of Town agendas and meetings, including issues with agenda notifications, website usability, and mobile access. He suggested for the Town to improve outreach through social media, improved technology, and more accessible communication methods in order to increase resident awareness and participation in Town meetings and activities.

Jacob Fishman addressed the Town Council regarding concerns about civic engagement and resident participation in local government. He discussed the importance of maintaining local control over municipal matters and suggested that the Town consider holding informal or community-focused public meetings in parks or other public locations to encourage greater resident participation and awareness of Town operations and governance. He also reiterated concerns regarding unsafe e-bike and scooter activity near the bridge construction area, stating that multiple riders were observed traveling through restricted traffic control areas between barricades and cones. He also inquired about the status of a proposed update to the Town's logo and branding efforts.

Committee Reports:

No Committee Reports.

Consent Agenda:

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

4. April 10, 2024 Organizational Town Council Meeting Minutes
   April 10, 2024 Regular Town Council Meeting Minutes
   January 14, 2026 Regular Town Council Meeting Minutes
   March 12, 2026 Regular Town Council Meeting Minutes
   April 13, 2026 Special Town Council Meeting Minutes
   April 22, 2026 Organizational Town Council Meeting Minutes
   April 22, 2026 Regular Town Council Meeting Minutes

Approved on consent.

5. Authorization to Transfer Residual Funds and Close the Sewer Debt Service Bank Account.

   A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE TRANSFER OF RESIDUAL FUNDS FROM THE SEWER DEBT SERVICE BANK ACCOUNT TO THE SEWER FUND; AUTHORIZING THE CLOSURE OF THE SEWER DEBT SERVICE BANK ACCOUNT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

6. Authorization to Close the Service Station Deposit Bank Account.

   A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE CLOSURE OF THE SERVICE STATION DEPOSIT BANK ACCOUNT; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

7. Consideration and Approval FY 2025-2026 Budget Amendment.

   A RESOLUTION OF THE TOWN COUNCIL 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.

8. Approval of a proposal from BCC Engineering LLC in the amount of $553,399 to complete design, permitting, bid support, and Construction Engineering Inspection (CEI) Services for Rehabilitation of the West Relief (Bridge #875105).

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BCC ENGINEERING, LLC IN THE AMOUNT OF $553,399 FOR DESIGN, PERMITTING, BID SUPPORT, AND CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES RELATED TO THE REHABILITATION OF THE WEST RELIEF BRIDGE (BRIDGE NO. 875105); APPROVING A BUDGET AMENDMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT AND TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

9. Recognizing May as Jewish American Heritage Month (JAHM). Sponsored by Mayor Isaac Salver.

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RECOGNIZING THE MONTH OF MAY 2026 AS JEWISH AMERICAN HERITAGE MONTH; HONORING THE CONTRIBUTIONS OF JEWISH AMERICANS TO THE HISTORY, CULTURE, AND CIVIC LIFE OF THE UNITED STATES AND THE TOWN OF BAY HARBOR ISLANDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

10. Consideration and Approval of the 2026-2027 Budget Preparation Calendar.

Approved on consent.

Public Hearing-Quasi Judicial:

11. PUD Overlay Rezoning Application – Bijou Bay Harbor Condominium Association, Inc., 9521 East Bay Harbor Drive, Lots 3 and 4, Block 1 - Town Manager.

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.

Mayor Salver opened the floor to public comment;

The following individual from the public spoke:

Fran Neuhut expressed concerns regarding redevelopment projects, zoning, and planning decisions affecting gateway properties and mixed-use development within the Town. She referenced prior efforts relating to planned unit development overlays and stated concerns regarding increased density, underground parking structures, sidewalk reductions, and impacts associated with Live Local-related projects. She further expressed concerns regarding infrastructure, traffic, pedestrian safety near the bridge area, and the condition of nearby seawall structures. She made comments comparing gateway and public space planning in neighboring municipalities, including Surfside and Bal Harbour, and concerns were raised regarding preserving the character and planning vision of the Town.

Mayor Salver closed the floor to public comment.

Mayor Salver stated that this is a matter involving insurance coverage and stated that approximately 41 individuals were seeking the ability to obtain insurance. He expressed confidence in the proposal or action being presented.

There was no other discussion by Council.

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

Ordinance on Second Reading:

12. Consideration and approval of an ordinance on second reading to strengthen enforcement against businesses operating in violation of Town Code. Sponsored by Council Member Yaffe

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES TO CREATE ADDITIONAL ENFORCEMENT AUTHORITY RELATED TO BUSINESS TAX RECEIPTS AND AUTHORIZED USES; PROVIDING FOR REVOCATION AND SUSPENSION OF BUSINESS TAX RECEIPTS FOR USES INCONSISTENT WITH APPROVED OR REPRESENTED USE; AUTHORIZING THE ISSUANCE OF STOP WORK ORDERS AND THE WITHHOLDING OR REVOCATION OF CERTIFICATES OF OCCUPANCY AND TEMPORARY CERTIFICATES OF OCCUPANCY; PROHIBITING MATERIAL MISREPRESENTATIONS IN CONNECTION WITH LAND USE APPROVALS AND BUSINESS TAX RECEIPTS; PROVIDING FOR PROCEDURES, APPEALS, AND PENALTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; 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.

Mayor Salver opened the floor to public comment.

The following individual from the public spoke:

Fran Neuhut addressed the Town Council regarding concerns involving Church By The Sea, business tax receipts, and permitted uses within the Town's business district. She expressed concerns regarding the approval of nonconforming or mixed-use activities within commercial areas and alleged that certain uses were inconsistent with prior agreements and zoning expectations for the district. She raised concerns regarding the number of vacant storefronts and medical office uses within the business district, stating that the Town should prioritize preserving and promoting active commercial uses within the area. She further expressed dissatisfaction with prior zoning and land use decisions and their perceived impact on the character and appearance of the Town's business district.

Mayor Salver closed the floor to public comment.

There was no discussion by Council.

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

13. An ordinance on second reading amending the Town's Code of Ordinances by creating Article III of Chapter 2, to be designated as Sections 2-30 through 2-34 and to establish general waiver provisions for the land development code. Sponsored by Council Member Joshua Fuller and Vice Mayor Stephanie Bruder.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY CREATING ARTICLE III OF CHAPTER 2, TO BE DESIGNATED AS SECTIONS 2-30 THROUGH 2-36, TO ESTABLISH GENERAL WAIVER PROVISIONS FOR THE LAND DEVELOPMENT CODE; AUTHORIZING THE TOWN MANAGER TO GRANT A MINOR NUMERICAL WAIVER OF NO MORE THAN FIVE (5) PERCENTAGE POINTS OF THE REQUIREMENT SET FORTH IN SECTION 23-11 OF THE LAND DEVELOPMENT CODE FOR SINGLE-FAMILY, MULTI-FAMILY, AND COMMERCIAL PROPERTIES; PROVIDING FOR ADDITIONAL CONDITIONS FOR MULTI-FAMILY AND COMMERCIAL APPLICATIONS INCLUDING BUILDING OFFICIAL SIGN-OFF AND THIRD-PARTY CERTIFICATION; PROVIDING THAT DISAPPROVAL REQUIRES A VARIANCE PURSUANT TO SECTION 2-16; ESTABLISHING A NON-REFUNDABLE APPLICATION FEE; PROVIDING FOR EXCLUSIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER;

PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

Council Member Fuller introduced the item and spoke regarding an amendment to an ordinance relating to waiver requests and development applications. He explained that the ordinance was originally intended to apply to single-family, multifamily, and commercial properties; however, due to comments from the Building Official and the item being on second reading, the proposed amendment would remove the multifamily and commercial provisions and limit the ordinance to single-family properties only, with the intention of bringing back multifamily and commercial provisions at a future meeting following additional review. He stated that this amendment also clarified that waiver requests could not be submitted for projects previously denied by the Town Council.

Building Official Garcia addressed the Town Council regarding the proposed ordinance and explained that the original purpose of including the Building Official in the approval process was to ensure life safety and compliance with applicable construction requirements. However, it was clarified that, under applicable statutory authority, the Building Official is not authorized to approve matters relating to municipal zoning, which instead fall under the authority of the Town Manager and zoning department. He stated that the proposed revisions were intended to remove the Building Official from approval responsibilities relating to zoning or municipal review matters while maintaining oversight responsibilities relating to building and life safety compliance.

Vice Mayor Bruder stated that the Florida Building Code supersedes our code regardless.

Building Official Garcia stated yes, it does and it cannot be changed by anyone. He stated that life safety is done through inspections and during the Temporary Certificate of Occupancy (TCO) and Certificate of Occupancy (CO) process.

Vice Mayor Bruder asked the Town Attorney regarding whether removing language from the ordinance on second reading, without adding new substantive provisions, would constitute a material change requiring additional readings or otherwise affect the second reading process for the ordinance.

Interim Town Attorney Cruz-Gimenez responded that the issue was whether the proposed revision constituted a substantial amendment to the ordinance. She explained that, generally, removing language rather than adding or expanding provisions would not typically be considered a substantial change requiring the ordinance to return to first reading. She further stated that the appropriate analysis was whether the ordinance, after removal of the multifamily provisions, would materially differ from the version previously approved on first reading. She explained that the proposed amendment merely removed the multifamily component rather than expanding the ordinance, and that if multifamily provisions were being newly added instead, the ordinance would likely need to return for first reading. She stated that removing the referenced language was acceptable because the Building Official's role was limited to certifying that any requested waiver would not violate the Florida Building Code or create unsafe conditions. She stated that the

discussion focused on clarifying the scope of the Building Official's review authority within the ordinance language.

Council Member Fuller spoke regarding the proposed ordinance language involving the role of the Town Planner and Building Official in the waiver review process. He spoke regarding whether adding language requiring comments or review from the Town Planner would create additional procedural or legal issues within the ordinance. He also stated that the ordinance language and review structure had become overly complicated and difficult to follow. He stated the amendments into the record of removing multi-family and commercial properties from the ordinance title and whereas clauses.

Building Official Garcia commented regarding the proposed ordinance amendment and the role of the Town Planner in providing recommendations for discretionary waiver approvals by the Town Manager. He explained that adding language relating to multifamily properties would require additional insertions into the ordinance while on second reading. He stated that to avoid procedural complications and keep the ordinance streamlined, he recommended that the multifamily provisions be removed at this time and that the ordinance proceed applying only to single-family properties.

Mayor Salver expressed opposition to the ordinance in its broader form but support for limiting the ordinance to single-family properties only. He raised concerns regarding granting discretionary authority to administrative staff on matters traditionally governed through the Town's zoning code and legislative review process. He emphasized that any provisions affecting multifamily properties should remain subject to Town Council review because of the broader impacts on residents, traffic, infrastructure, water, sewer, and overall community planning. He further stated that while alternative procedures for multifamily developments could potentially be considered in the future, he supported proceeding only with the single-family provisions at this time.

A motion was made by Council Member Fuller to approve the amendments to only including single family residence and removing multi-family and commercial properties from the ordinance title and body, seconded by Council Member Rappaport. The motion carried with a 6-1 vote with Vice Mayor Bruder voting in opposition to the amendment.

Council Member Fuller spoke regarding the proposed ordinance amendment, with comments made supporting implementation of the ordinance on a limited basis for single-family properties only as a trial approach. He stated that any future consideration of multifamily or commercial provisions should return through a separate amendment and first reading process.

Mayor Salver opened the floor to public comments.

The following individuals from the public spoke.

Fran Neuhut expressed concerns regarding the proposed ordinance and residential development within the Town. She stated that the ordinance appeared to combine multiple zoning concepts and raised concerns regarding the size of new residential homes and the level of regulatory oversight being applied. She further suggested that residential projects

should continue to undergo review through the Development Review Committee and expressed concerns regarding the impact of setback waivers and dimensional deviations on neighboring properties.

Town Planner Belle stated that the ordinance would allow requests for up to a five-percent deviation and that, for example, a required ten-foot side setback for a single-family property could only be reduced by less than one foot under the proposed provision.

Council Member Fuller spoke regarding the intent of the proposed waiver provision for single-family properties. He explained that the purpose of the ordinance was to address minor construction deviations or measurement discrepancies discovered during construction, such as small errors of one or two inches, where there was no intentional encroachment or violation. He stated that the provision was intended to avoid requiring unnecessary demolition or reconstruction for minor unintentional deviations and was not intended to allow substantial encroachments onto neighboring properties.

Alex Rindner spoke in support of the proposed ordinance as it relates to single-family homes. He stated that the ordinance appeared to provide a common-sense solution for addressing minor construction variations or measurement discrepancies that may occur during construction of single-family residences. He further stated that the ordinance would help address minor issues without creating unnecessary hardship and expressed support for the ordinance in its limited application to single-family properties.

Mayor Salver closed the floor to public comments.

A motion was made by Council Member Fuller to approve the ordinance on second reading as amended, seconded by Council Member Rappaport. The motion carried with a 7-0 vote.

Ordinance on First Reading:

Deferred Items:

Town Manager Items:

Discussion Items:

14. Discussion and possible action regarding Committee attendance, quorum requirements, and potential disbandment and reconstitution of committee following consecutive meeting cancellations due to lack of quorum. Sponsored by Council Member Robert Yaffe.

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

Council Member Yaffe introduced the item and spoke regarding ongoing quorum issues affecting the Parks and Recreation Committee. He noted that the May 12, 2026, Parks and Recreation Committee meeting had been canceled due to lack of quorum and that the committee had reportedly not met since November 2025, because quorum could not be achieved. He spoke regarding the current composition of the committee, prior resignations resulting in alternate members becoming regular members, and the

requirement that only three members be present to conduct business. He stated that committee members who wish to continue serving should make reasonable efforts to attend meetings and that the Town Council has the authority to remove members who repeatedly fail to attend.

Vice Mayor Bruder spoke regarding the composition of the Parks and Recreation Committee and possible ways to improve participation and representation. She suggested that the committee membership should reflect a broader cross-section of the community, including seniors, parents, young adults, and residents representing different age groups and interests within the Town.

Mayor Salver spoke regarding resident participation and communication within the Town. He stated that ongoing committee quorum issues reflected broader communication challenges and that the Town should evaluate additional methods of outreach and public engagement beyond the printed Town newsletter. He suggested that alternative communication methods may help improve awareness of meetings, committees, and Town activities among residents.

Council Member Yaffe spoke regarding committee attendance and quorum issues. He stated that committee members are formally appointed by the Town Council, are aware of the annual meeting schedule, and receive meeting reminders from Town staff. He stated that the issue appeared to be less related to communication and more related to committee members failing to consistently attend meetings and fulfill their responsibilities once appointed.

Mayor Salver stated that he addressed this issue with the Town Manager and spoke regarding potential ways to improve committee attendance and participation. He spoke regarding possible incentives for committee members, including parking privileges like those provided to Councilmembers, to encourage attendance and participation at committee meetings.

Council Member Rappaport spoke regarding committee vacancies, civic engagement, and methods for improving resident participation on Town committees. He stated that committee vacancies should be advertised immediately when openings occur rather than waiting for multiple vacancies or annual appointments. He suggested regularly publishing vacancies in the Town newsletter and actively encouraging residents to participate in the committee process. He also emphasized that the purpose of Town committees is to promote civic engagement and provide residents with opportunities to participate in local decision-making on matters affecting the community, including parks, public projects, branding initiatives, and other Town issues. He referenced prior ordinance changes limiting committee membership to Town residents to strengthen local resident involvement.

Town Clerk Herbello advised the Town Council that committee members regularly receive calendar invitations, agenda deadlines, meeting reminders, and requests for quorum confirmation prior to scheduled meetings. She stated that despite repeated communications and follow-up emails, responses are often not received from committee members, resulting in the inability to confirm quorum and requiring cancellation of meetings.

Direction was requested for the Town Clerk to contact the current committee members regarding attendance at the next scheduled meeting and advise that failure to attend could result in removal from the committee.

Adjournment:

There being no further business to discuss before the council, a motion was made by Vice Mayor Bruder to adjourn the meeting at 8:46 p.m.

Accepted this _____ day of _____, 2026.

_____
Isaac Salver
Mayor

ATTEST

_____
Evelyn Herbello, MMC
Town Clerk

ITEM 3

TOWN OF BAY HARBOR ISLANDS
PARKS AND RECREATION DEPARTMENT
MEMORANDUM

TO:	**Mayor and Town Council Members**
THRU:	Lindsley Noel, Town Manager
CC:	Tania Cruz-Gimenez, Interim Town Attorney Evelyn Herbello, Town Clerk
FROM:	Adrian Hernandez Parks and Recreation Director
DATE:	June 11th, 2026
SUBJECT:	Town of Bay Harbor Islands – Discussion Item: Proposed Joint 4th of July Independence Day Celebration with Bal Harbour and Surfside

RECOMMENDATION

Staff recommends that the Town Council approve the Town's participation in a joint 4th of July Independence Day Celebration in collaboration with the neighboring municipalities of Bal Harbour and Surfside, and authorize a budget amendment increasing the Special Events budget by $50,000, not to exceed $50,000, to fund the Town's festivities only. The $50,000 covers music, food, giveaways, attractions, and decorations. The drone and fireworks show is being provided entirely at no cost to the Town through the collaborative arrangement with Bal Harbour and Surfside. The celebration would be held on July 4th from 7:00 PM to 9:00 PM at the beach entrance on the south side of 96th Street, with the drone and fireworks show beginning at 9:00 PM at Bal Harbour Beach by the Jetty at no cost to Bay Harbor Islands. Should the Council decide against participating, these funds will remain unspent and will automatically revert to the General Fund balance at the end of the fiscal year.

BACKGROUND

With 2026 marking the 250th anniversary of the founding of the United States, Town Staff is proposing that Bay Harbor Islands join neighboring municipalities Bal Harbour and Surfside in a collaborative 4th of July Independence Day Celebration. The Town's festivities will be held at the beach entrance on the south side of 96th Street from 7:00 PM to 9:00 PM, followed by a joint drone and fireworks show beginning at 9:00 PM at Bal Harbour Beach by the Jetty. This inter-municipal partnership allows the Town to offer residents a meaningful and memorable Independence Day experience without the cost of a standalone event.

EVENT OVERVIEW

The Town's portion of the joint 4th of July Independence Day Celebration will take place on July 4th from 7:00 PM to 9:00 PM at the beach entrance on the south side of 96th Street. At 9:00 PM, the collaborative drone and fireworks show will begin at Bal Harbour Beach by the Jetty, where residents from all three municipalities are invited to gather for the grand finale. Programming elements during the Bay Harbor Islands festivities will include Live music, food, giveaways, decorations and other attractions.

FINANCIAL ANALYSIS

Staff estimates the total cost of the proposed event at not to exceed $50,000. This figure covers all event production costs including music, food, giveaways, attractions, and decorations. Fireworks are not included in this budget, as they are being provided through the collaborative arrangement with Bal Harbour and Surfside. If the Council approves the event and the actual cost of production comes in below the $50,000 ceiling, the remaining balance will revert to the General Fund. Conversely, should the Council elect not to move forward with the event, the full $50,000 appropriation will remain unspent and will revert to the General Fund balance at the close of the fiscal year with no financial impact to the Town.

ATTACHMENTS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING PARTICIPATION IN A JOINT 4TH OF JULY INDEPENDENCE DAY CELEBRATION WITH THE MUNICIPALITIES OF BAL HARBOUR AND SURFSIDE; AUTHORIZING A BUDGET AMENDMENT IN AN AMOUNT NOT TO EXCEED $50,000; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands ("Town") seeks to provide meaningful community events for its residents; and

WHEREAS, 2026 marks the 250th anniversary of the founding of the United States; and

WHEREAS, the Town has the opportunity to collaborate with Bal Harbour and Surfside to host a joint Independence Day Celebration; and

WHEREAS, the Town's event will be held from 7:00 PM to 9:00 PM on July 4 at the beach entrance on the south side of 96th Street; and

WHEREAS, a drone and fireworks show will take place at 9:00 PM at Bal Harbour Beach at no cost to the Town; and

WHEREAS, the cost of the Town's portion of the event is estimated not to exceed $50,000; and

WHEREAS, a budget amendment is required to fund the event; and

WHEREAS, any unused funds shall revert to the General Fund at fiscal year-end.

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 incorporated herein as true and correct.

Section 2. The Town Council hereby approves participation in the joint 4th of July Independence Day Celebration with Bal Harbour and Surfside.

Section 3. The Town Council hereby approves a budget amendment increasing the Special Events Budget in an amount not to exceed **$50,000**.

Section 4. The Town Manager, or designee, is authorized to expend funds for event-related costs including music, food, giveaways, attractions, and decorations.

Section 5: Any unexpended funds shall revert to the General Fund at the end of the fiscal year.

Section 6: The Town Manager and staff are authorized to take all actions necessary to implement this Resolution.

Section 7: This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2026.

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION

Council Member Isaac Salver	_____
Council Member Stephanie Bruder	_____
Council Member Molly Diallo	_____
Council Member Joshua Fuller	_____
Council Member Eric Rappaport	_____
Council Member Elchonon Shagalov	_____
Council Member Robert Yaffe	_____

_____

Isaac Salver
Mayor

ATTEST:

_____

Evelyn Herbello, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND BENEFIT OF THE TOWN ONLY:

_____

McCarter & English
Tania Cruz-Gimenez, Esq.
Interim Town Attorney

AGENDA ITEM REPORT
June 11, 2026

ITEM NUMBER: 4.

ITEM: Consideration and Approval FY 2025-2026 Budget Amendment.

DESCRIPTION:
We propose to amend the FY2025-26 budget as follows:

General Fund

- Administrative Assistant, Parks & Recreation – We are adding a part-time Administrative Assistant position in the Parks & Recreation Department. The cost for this position in FY26 will be covered by savings from existing vacancies within the department. We will request funding in the FY27 budget to convert the position to full-time.

- Debt Service – The General Fund's debt service obligations come mainly from two borrowings: the Refunding Note (Series 2012) and the Refunding and Improvement Bonds (Series 2016). The adopted FY 2026 budget did not include sufficient funds to cover interest and other debt service costs. We propose a budget amendment of $109,000 to cover this shortfall.

- Govwell Public Works – At the March 12, 2026 meeting, the Council approved a three-year contract with Govwell to replace Bluebeam and Citizenserve. This single, integrated platform will support core operations, including building permits, inspections, code enforcement, planning and zoning, business licensing, contractor registration, and an online citizen portal.

- We are proposing an amendment to expand Govwell's scope to manage two additional areas:
    - Right-of-Way Permits: Public street cuts, utility excavations, driveway approaches, and temporary street closures.
    - Special Event Permits: Festivals, parades, block parties, and other public events.

This amendment funds the first-year operational costs ($13,000) and a one-time implementation fee ($4,000).

- Landscaping - We propose to increase the landscaping budget in the General Fund by $320,000 to fund the complete replacement of landscaping at the corners within residential areas.

- 4th of July Event – Elsewhere on tonight's agenda is an item to consider a new special event celebrating Independence Day. Staff estimates a cost of $50,000 to host the celebration, which would include music, food, rides, giveaways, attractions, and decorations (note, fireworks are not included in this proposal). Accordingly, we propose increasing the special event budget by $50,000. Should the Council decide against hosting the event, these funds will remain unspent and will automatically revert to the General Fund balance at the end of the fiscal year.

- Park Irrigation Repairs - We are proposing to increase the Parks & Recreation budget by $10,000 to repair the irrigation systems in all the Town's park areas.

General Capital Projects Fund

- Tennis Center Improvements: In March, the Town amended the budget to allocate $130,000 for renovations to Scott Winters Park and $8,500 for a windscreen featuring the Town Seal at the Tennis Center. Since the Scott Winters Park renovations will not proceed this year, we propose to reallocate $35,000 of the $130,000 to fund more extensive improvements at the Tennis Center. These improvements include court resurfacing, striping for two pickleball courts within one existing tennis court, a safety mesh / divider netting between the courts, new nets, new signage, garbage cans, a bike rack, and the previously budgeted windscreen.

- Passive Parks Renovation: Elsewhere on tonight's agenda we have an item requesting authorization to move forward with renovations to 94th Street and 103rd Street Passive Parks. The proposed renovations include landscape installation, tree trimming/pruning, sod replacement, irrigation repairs, perimeter pathway construction, and entrance gate installation. This item funds the estimated $425,000 cost.

- Padel Court — Elsewhere on tonight's agenda is a request to allow extended work hours for the project at 10141 E. Bay Harbor Drive. In exchange, the developer has offered to contribute $200,000 to the Town for the construction of padel courts. If approved, the courts would be built at the northeast corner of 97th Street and W. Bay Harbor Drive. This item budgets the associated revenue and expenditure. The project is contingent on the approval of the extended work hours and the developer's commitment to provide the funding.

- 96th Street Sidewalk – Elsewhere on tonight's agenda there's an item to install stamped concrete pavers on 96th Street and Kane Concourse. This item appropriates $500,000 to

fund the project.

Causeway Fund

- Emergency Repairs to the Broad Causeway Bridge (Pedestal #3 at Pier Cap #9) - Elsewhere on tonight's agenda, there is an item to ratify the approval of emergency repairs to the Broad Causeway Bridge totaling $36,155. This item appropriates $46,155 for emergency repairs - $36,155 for the repairs mentioned above, plus an additional $10,000 to address a budgetary shortfall for other ongoing repairs to the bridge.

RECOMMENDED ACTION:
Adopt this resolution amending the FY 2025-2026 budget.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Gerald Bryan, Finance Director

ATTACHMENTS

1.	FY26 Budget Resolution
2.	FY26 Budget Resolution _Ex A

RESOLUTION NO _____

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.

WHEREAS, the Town Manager has made recommendations to the Town Council, which require amendment of the 2025/2026 Fiscal Year budget; and

WHEREAS, the Town Council, in accordance with the requirements of Section 166.241, Florida Statutes, wishes to amend the 2025/2026 Fiscal Year Budget for the transfer of said funds consistent with the recommendations of the Town Manager.

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

Section 1: **Recitals.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference. All exhibits attached hereto are hereby incorporated herein.

Section 2: **Budget Amended.** The Town Council of the Town of Bay Harbor Islands, Florida, hereby amends the 2025/2026 Fiscal Year Town Budget as set forth in Exhibit "A."

Section 3. **Appropriations and Expenditures.** The appropriations and expenditures set forth in Exhibit "A" are hereby approved.

Section 4. **Implementation.** The Town Administration is directed to effectuate the appropriations and expenditures reflected in Exhibit "A".

Section 5. **Conflicts.** All prior resolutions or parts thereof in conflict herewith are repealed to the extent of such conflict.

Section 6. **Effective Date.** This Resolution shall become effective immediately upon passage and adoption.

PASSED and ADOPTED this __ day of June, 2026.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Mayor	_____
Vice Mayor	_____
Council Member	_____
Council Member	_____
Council Member	_____
Council Member	_____
Council Member	_____

TOWN OF BAY HARBOR ISLANDS, FLORIDA

By: _____

_____, Mayor

Attest:

_____

Evelyn Herbello, MMC

Town Clerk

Approved as to form and legal sufficiency:

_____

Town Attorneys

FY 2025/2026 Budget Amendment

Exhibit A to Resolution ____

REVENUES

Fund	Department - Account Number	Current	Proposed	Variance	Explanation
001 - General Fund	9990-382010	1,010,180		506,000	Appropriation from fund balance
301 - General Capital Fund	9990-382010	1,986,630	3,111,630	1,125,000	Appropriation from fund balance
	TBD	-	200,000	200,000	Developer contribution for padel court (contingent on Council approval of extended work hours)
401 - Causeway Fund	9990-382010	11,052,539	11,098,694	46,155	Appropriation from fund balance
	Total Revenues			**$ 1,877,155**	

EXPENDITURES

Fund	Department	Current	Proposed	Variance	Explanation
001 - General Fund	5170 - Debt Service	395,095	504,095	109,000	To cover interest and other General Fund debt service costs
	5410 - Roads & Streets	601,215	938,215	337,000	Includes $17,000 for two new Govwell modules to manage Right of Way Permits and Special Event Permits; and $320,000 for landscaping in the residential areas.
	5720 - Parks & Recreation	1,513,918	1,573,918	60,000	Includes $50,000 for the Town's contribution to the proposed July 4th Special Event; and $10,000 to repair irrigation in all the Town's parks
301 - General Capital Fund	5720 - Parks & Recreation	531,630	1,156,630	625,000	Includes $425,000 to cover cost of rennovations to 94th street and 103rd street passive parks; and $200,000 for padel courts
	5410 - Roads & Streets	50,000	550,000	500,000	To cover the estimated cost of installing stamped concrete pavers on 96th street and Kane Concourse
401 - Causeway Fund	5415 - Causeway Operations	19,408,669	19,454,824	46,155	To cover the $36,155 of emergency repairs plus $10,000 of other commitments for ongoing repairs to the bridge
	Total Expenditures			**$ 1,677,155**	

AGENDA ITEM REPORT
June 11, 2026

ITEM NUMBER: 5.

ITEM: Ratification of 4th Emergency work in the amount of $36,155 to repair pedestal # 3 at pier cap # 9 at Broad Causeway Intracoastal Waterway Bridge (Bridge #875101)

DESCRIPTION:
BACKGROUND
Although temporary support to pier caps 9,12, 20, 28, and 29 were undertaken during the week of 9 March 2026, the repairs on the Broad Causeway Waterway Bridge started on 1 April 2026.

Each pier cap consists of 8 pedestals (numbered from north to south) that transfer loads to the piers and then to the foundations. At pier cap # 9, pedestals 5, 6, 7, and 8 were originally targeted for repairs and a work platform was erected to perform the requisite work. Pedestal # 3 was later also found to be severely deteriorated and with the work platform already in place, it was advantageous to undertake this repair simultaneously with the other pedestals.

The table below summarizes the emergency repairs that have already been authorized at the time of this writing.

Summary of All Emergency Authorizations

NO	Amount	Firm	Council Approval Date	PO #	Remarks
1	$607,179.94	FDI	12 March 2026	07518	FDOT Email dated 12/19/2025 pier caps 12 & 20
2	$670,879.00	FDI	22 April 2026	07520	FDOT Email dated 12/26/2026 pier caps 9, 12, 28 & 29
3	$149,361.00	FDI	22 April 2026	07573	Header Joint & Barrier Wall
4	$253,880.00	Ardurra	22 April 2026	07567	CEI services associated with repairs
5	$36,155.00	FDI	TBD	07520 R	On June 11 agenda
TOTAL	$1,717,454.94				Includes item # 5

Prior to this request, the total amount authorized for emergency repairs was $1,681,299.40. Approval of this request will result in a new total of $1,717,454.94.

DISCUSSION

Repairing pedestal # 3 was deemed to be necessary by Hardesty and Hanover LLP, who are working as a sub-consultant to Ardurra, to provide Construction Inspection Services (CEI) associated with the repairs. A change order in the amount of $36,155 was prepared to vary purchase order # 07520, which is the PO associated with pier cap # 9 repairs as illustrated in the table above.

The full extent of repairs that require urgent attention has not been ascertained, and additional emergency expenditure will likely be required. Staff will keep the Council apprised accordingly.

RECOMMENDED ACTION:
Ratify the authorization of a 4th emergency work proposal from Florida Draw Bridges Inc. in the amount of $36,155, to repair pedestal # 3 at pier cap # 9.

FINANCIAL ANALYSIS:
GL Line-Item Number: 401.5415.400063.000

Total Amount Budgeted: $1,671,000

Encumbered Amount: $1,681,000

Balance Remaining: $0.0M

A budget amendment will be sought to cover $36,155 plus $10,000 ($46,155).

BUDGET IMPACT:

Submitted By: Randy Daniel, Town Engineer

ATTACHMENTS

1.	MEMO TO RATIFY REPAIRS TO PED 3 PIER CAP 9
2.	PROPOSAL TO REPAIR PED # 3 PIER CAP # 9

TOWN OF BAY HARBOR ISLANDS
MEMORANDUM

TO:	Mayor and Town Council Members	
THRU:	Lindsley Noel, MAcc.	Town Manager
FROM:	Randy L. Daniel, P.E., PMP, CFM	Town Engineer/ Floodplain Administrator
CC:	Gerald Bryan Sam Zamacona, E.I.	Finance Director Capital Improvement Program Director
DATE:	June 11, 2026	
SUBJECT:	Ratification of 4th Emergency work in the amount of $36,155 to repair pedestal # 3 at pier cap # 9 at Broad Causeway Intracoastal Waterway Bridge (Bridge #875101)	

RECOMMENDATIONS

Ratify the authorization of a 4th emergency work proposal from Florida Draw Bridges Inc. in the amount of $36,155, to repair pedestal # 3 at pier cap # 9.

BACKGROUND

Although temporary support to pier caps 9,12, 20, 28, and 29 were undertaken during the week of 9 March 2026 the repairs on the Broad Causeway Waterway Bridge started on 1 April 2026.

Each pier cap consists of 8 pedestals (numbered from north to south) that transfer loads to the piers and then to the foundations. At pier cap # 9, pedestals 5, 6, 7, and 8 were originally targeted for repairs and a work platform was erected to perform the requisite work. Pedestal # 3 was later also found to be severely deteriorated and with the work platform already in place, it was advantageous to undertake this repair simultaneously with the other pedestals.

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TOTAL	$1,717,454.94				Includes item # 5

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Repairing pedestal # 3 was deemed to be necessary by Hardesty and Hanover LLP, who are working as a sub-consultant to Ardurra, to provide Construction Inspection Services (CEI) associated with the repairs. A change order in the amount of $36,155 was prepared to vary purchase order # 07520, which is the PO associated with pier cap # 9 repairs as illustrated in the table above.

The full extent of repairs that require urgent attention has not been ascertained and additional emergency expenditure will likely be required. Staff will keep the Council apprised accordingly.

FINANCIAL ANAYSIS

GL Line-Item Number: 401.5415.400063.000

Total Amount Budgeted: $1,671,000

Encumbered Amount: $1,681,000

Balance Remaining: $0.0M

A budget amendment will be sought to cover $36,155 plus $10,000 ($46,155).

ATTACHMENTS

Proposal from Florida Draw Bridges for 4th Emergency repair

PROPOSAL

FDI Services
Bridges, Roads, Facilities

DATE	PROPOSAL
05.04.26	05.04.26

Client Information
Randy L. Daniel, PE Town Engineer Town of Bay Harbor Islands 1030 95th St Bay Harbor Islands, FL 33154

Work Description
Broad Causeway Bridge Pier 9 Pedestal 3 additional work

	Pay Item, Bid, or Work Description	Unit	Quantity	Unit Price	Subtotal
	A. In house Labor (Oversight, coordination, etc.)	LS	1.00	$ 8,925.00	$8,925.00
	B. In house Equipment (trucks, trailers, etc.)	LS	1.00	$ 2,450.00	$2,450.00
	C. Forms install, jack stands install, concrete repairs, material disposal, etc.	LS	1.00	$ 12,180.00	$12,180.00
	D. Single Lane Closures (Additonal 7-10 days single lane closures estimated on both left lanes)	LS	1.00	$ 12,600.00	$12,600.00
		GRAND TOTAL			**$36,155.00**

Scope of Work to Bridge 875101 Broad Causeway Bridge	
1. Repair Pier Cap 9 pedestal 3 vertical/diagonal cracks	Structural

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RATIFYING THE AUTHORIZATION OF A 4TH EMERGENCY WORK PROPOSAL FROM FLORIDA DRAW BRIDGES INC. IN THE AMOUNT OF $36,155 FOR REPAIRS TO PEDESTAL #3 AT PIER CAP #9 OF THE BROAD CAUSEWAY WATERWAY BRIDGE; PROVIDING FOR A BUDGET AMENDMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Broad Causeway Waterway Bridge requires ongoing emergency repairs to ensure structural integrity and public safety; and

WHEREAS, repairs at pier cap #9 were initiated for multiple pedestals, and pedestal #3 was subsequently identified as severely deteriorated and in need of immediate repair; and

WHEREAS, performing the repair concurrently with ongoing work is operationally efficient and cost-effective; and

WHEREAS, the repair was recommended by the Town's consulting engineers and incorporated into a change order from Florida Draw Bridges Inc. in the amount of $36,155 under Purchase Order No. 07520; and

WHEREAS, total authorized emergency repair costs will increase to $1,717,454.94 upon approval of this work; and

WHEREAS, a budget amendment is required to fund the additional repair and associated contingency.

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 incorporated herein as true and correct.

Section 2. The Town Council hereby ratifies the authorization of a 4th emergency work proposal from Florida Draw Bridges Inc. in the amount of $36,155 for the repair of pedestal #3 at pier cap #9.

Section 3. The Town Council hereby approves a budget amendment in an amount not to exceed $46,155, which includes the repair cost and contingency, to fund the emergency work.

Section 4. The Town Manager, or designee, is authorized to take all actions necessary to implement this Resolution, including executing change orders and processing payments.

Section 5: The Town Manager and staff are authorized to take all actions necessary to carry out the intent of this Resolution.

Section 6: This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2026.

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION

Council Member Isaac Salver	_____
Council Member Stephanie Bruder	_____
Council Member Molly Diallo	_____
Council Member Joshua Fuller	_____
Council Member Eric Rappaport	_____
Council Member Elchonon Shagalov	_____
Council Member Robert Yaffe	_____

_____

Isaac Salver
Mayor

ATTEST:

_____

Evelyn Herbello, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND BENEFIT OF THE TOWN ONLY:

_____

McCarter & English
Tania Cruz-Gimenez, Esq.
Interim Town Attorney

FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT

PROJECT NO. DA-BHI-25-305

This PROJECT AGREEMENT ("AGREEMENT") made and entered into this 13th day of February, 2026 by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the Town of Bay Harbor Islands, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT** - Subject to the provisions of this AGREEMENT and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Bay Harbor Island Marine Patrol Boat. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at the DISTRICT's headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this AGREEMENT unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2027 ("PROJECT PERIOD"),** unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2028. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this AGREEMENT beyond September 30, 2027, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute ("ASSISTANCE AMOUNT") no more than fifty percent (50%) ("MATCHING PERCENTAGE") of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A, Project Cost Estimate ("PROJECT COSTS") and meeting the requirements of Section 5 below and shall not, in any event, exceed $125,000.00.

Any modifications to the PROJECT's Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this AGREEMENT, have provided the DISTRICT with suitable evidence of the availability of such funds using the DISTRICT's Form #95-01 (Exhibit C, Matching Funds Certification) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under this AGREEMENT, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B, Chapter 66B-2, F.A.C.. PROJECT COSTS must be incurred, and work performed within the PROJECT PERIOD, with the exception of pre-AGREEMENT costs, if any, consistent with Section 6 below, which are also eligible for reimbursement by the DISTRICT.

If the PROJECT SPONSOR receives additional funding for the PROJECT COSTS from another source that was not identified in the original application and that changes the AGREEMENT MATCHING PERCENTAGE, the PROJECT SPONSOR shall proportionately reimburse the DISTRICT's program funds equal to the MATCHING PERCENTAGE in this AGREEMENT. The PROJECT SPONSOR shall promptly notify the DISTRICT of any project payments it receives from a source other than the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any

obligation or expenditure made prior to the execution of this AGREEMENT unless previously delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #25-50) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of this AGREEMENT, reimbursement for a PROJECT approved as Phase I project will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further DISTRICT funding. Procedures set forth below with respect to reimbursement by the DISTRICT are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this AGREEMENT.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 25-45 (Exhibit E, (4) submission of a photograph of the PROJECT showing the sign required by Section 18, and (5) a Final

Project Report as described in Exhibit G, Assistance Project Schedule. As part of the documentation accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of payment of all contractors, material suppliers, engineers, architects, and surveyors with whom PROJECT SPONSOR has directly contracted (each a "DIRECT PROVIDER") to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** – In the event of a breach of any of the terms of this AGREEMENT by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund to the DISTRICT the full amount of the ASSISTANCE AMOUNT paid to PROJECT SPONSOR, whereupon this AGREEMENT, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR's obligations under Sections 15, 17, and 20, PROJECT SPONSOR acknowledges that breach by the PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, the DISTRICT was required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17, or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific

performance and injunctive relief, and for purposes of determining whether to grant an equitable remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this AGREEMENT and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **PROJECT SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of this AGREEMENT, to act on behalf of the PROJECT SPONSOR relative to the provisions of this AGREEMENT.

13. **STATUS REPORTS** - The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #25-40 (Exhibit F, Assistance Program Project Quarterly Status Report). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G, Assistance Project Schedule, may result in revocation of this AGREEMENT.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state, and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons, as well as all other federal, state and local laws, rules, and requirements.

15. **NON-DISCRIMINATION** - The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public of DISTRICT member counties without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** -Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** – FOR LAND-BASED DEVELOPMENT PROJECTS ONLY. The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for which the PROJECT was intended for a minimum period of thirty-five (35) years from the completion of the PROJECT, such dedication to be in the form of a deed, lease, management AGREEMENT or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the PROJECT entrance of the completed PROJECT, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this section shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other types of projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by the PROJECT SPONSOR, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated useful life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing

contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its employees, commissioners, and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation, or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this AGREEMENT nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provisions of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

Town of Bay Harbor Islands
Attention: Grants Administrator, Police/Public Safety
1030 95th Street, Unit 4
Bay Harbor Islands, FL 33154

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation, and performance of this AGREEMENT shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this AGREEMENT, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT including, but not limited to, any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This AGREEMENT, including any exhibits made a part hereof, embodies the entire AGREEMENT and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

Date: 2/13/26

Town of Bay Harbor Islands

By: Sam Zamacona E.I.

Title: _____

Date: 2/9/2026

EXHIBIT A

Waterways Assistance Program FY2025

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Marine Patrol Boat - Town of Bay Harbor Islands
Applicant:	Town of Bay Harbor Islands

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Total Estimated Cost**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Marine Patrol Boat	250,000	125,000	125,000

****TOTALS =**	250,000	125,000	125,000

Exhibit B 2025
CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM

66B-2.001 Purpose
66B-2.002 Forms
66B-2.003 Definitions
66B-2.004 Policy
66B-2.005 Funds Allocation
66B-2.006 Application Process
66B-2.0061 Emergency Applications
66B-2.007 Application Form (Repealed)
66B-2.008 Project Eligibility
66B-2.009 Project Administration
66B-2.010 Project Agreement (Repealed)
66B-2.011 Reimbursement
66B-2.012 Accountability
66B-2.013 Acknowledgement
66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015 Small-Scale Derelict Vessel Removal Projects
66B-2.016 Waterways Cleanup Events

66B-2.001 Purpose.
Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.
All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.
The basic terms utilized in this rule are defined as follows:

(1) "APPLICANT" means an eligible governmental agency submitting an application through this program.

(2) "APPLICATION" means a project proposal with the required documentation.

(3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.

(4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.

(5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.

(6) "DISTRICT" means the Florida Inland Navigation District (FIND).

(7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.

(8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of

Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

(10) "LIAISON AGENT" means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) "LOCAL GOVERNMENTS" means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) "MARITIME MANAGEMENT PLAN" means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) "MATCHING FUNDS" means those funds provided by the local sponsor to the project.

(14) "MEMBER COUNTY" means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) "NAVIGATION RELATED DISTRICTS" means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) "PRE-AGREEMENT COSTS" means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) "PROGRAM" means the Florida Inland Navigation District Waterways Assistance Program.

(18) "PROGRAM FUNDS" means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) "PROJECT" means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) "PROJECT AGREEMENT" means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) "PROJECT MAINTENANCE" means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) "PROJECT MANAGER" means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) "PROJECT PERIOD" means the approved time during which costs may be incurred and charged to the funded project.

(24) "PROJECT SPONSOR" means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) "PUBLIC BUILDING" means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) "PUBLIC MARINA" means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) "PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS" means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District's waterways to serve the infrastructure needs of the District's waterway users.

(28) "WATERWAYS" means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(29) "WATERWAY RELATED ENVIRONMENTAL EDUCATION" means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic

relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 3-25-21.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to "waterways" as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District's waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is

the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History–New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing FIND Form No. 25-15 Waterways Assistance Program Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference and available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-17820, and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to ninety (90) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7), and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C., derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C., and projects approved in counties recovering from a state of emergency. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur

within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Prior to funding any inlet management project, the Board shall make a finding that the project is a benefit to public navigation in the District. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. Prior to funding any beach renourishment project, the Board shall make a finding that the beaches to be nourished have been adversly impacted by navigation inlets, navigation structures, navigation dredging or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels.
Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects shall qualify for a maximum of fifty (50) percent funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. Except for acquisition of publicly owned spoil disposal site, all funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility in

perpetuity after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History–New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16, 3-25-21, 5-14-25.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference in Rule 66B-2.005, F.A.C. and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet and shall include a detailed cost estimate submitted on FIND Form No. 25-20, Waterways Assistance Program Project Cost Estimate, (effective date 1-1-25). hereby incorporated by reference and available at: https://flrules.org/Gateway/reference.asp?No=Ref-17821, and available from the District office. In addition, all applicants shall submit a complete and detailed FIND form No. 25-25 Waterways Assistance Program Project Timeline (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-17822, and available from the District office.

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 25-30, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-18021, and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form 25-35 Attorney's Certification of Title (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-17824, and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Prior to submitting the application to the District office, applicants shall obtain the local FIND Commissioner's initials on FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist 25-10 Waterways Assistance Program Applicant Checklist (effective date 1-1-25), hereby incorporated by reference and available at https://flrules.org/Gateway/reference.asp?No=Ref-17825, and from the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on FIND Form No. 25-10. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail or email. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information

requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163 or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using FIND Form 25-15 Waterways Assistance Program Application and Evaluation Worksheets. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application.

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14, 5-14-25.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. Applicants for Disaster Relief shall use the same forms listed in subsection 66B-2.006(2), F.A.C. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06, 3-25-21.

66B-2.007 Application Form.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, 2-3-94, 4-12-95, Formerly 16T-2.007, Repealed 7-30-02.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging,

2. Public navigation aids and markers,

3. Inlet management projects that are a benefit to public navigation in the District,

4. Public shoreline stabilization directly benefiting the District's waterway channels,

5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access,

6. Waterway signs and buoys for safety, regulation or information,

7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities,

8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities,

9. Derelict Vessel Removal,

10. Waterways related environmental education programs and facilities,

11. Public fishing and viewing piers,

12. Public waterfront parks and boardwalks and associated improvements,

13. Maritime Management Planning,

14. Waterways boating safety programs and equipment,

15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,

16. Environmental restoration, enhancement or mitigation projects; and,

17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat,

2. Restrooms for non-waterway users,

3. Roadways providing access to non-waterway users,

4. Parking areas for non-waterway users,

5. Utilities for non-waterway related facilities,

6. Lighting for non-waterway related facilities,

7. Project maintenance and maintenance equipment,

8. Picnic shelters and furniture for non-waterway related facilities,

9. Vehicles to transport vessels; and,

10. Operational items such as fuel, oil, etc.

11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,

12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,

13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:

a. Project management, administration and inspection,

b. Design, permitting, planning, engineering or surveying costs for completed construction project,

c. Restoration of sites disturbed during the construction of an approved project,

d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1., above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of $125,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 35 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the third Monday in September. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Failure to timely submit the required environmental permits and authorizations or letters stating such permits or authorizations are not required shall result in the application not being considered for funding.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.

9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16, 3-25-21, 3-9-23, 3-11-24.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report," dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first

fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14, 3-25-21.

66B-2.010 Project Agreement.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-5-96, Formerly 16T-2.010, Amended 3-21-01, Repealed 7-30-02.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended

3-31-99, 7-30-02, 3-7-11.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this

rule, and with the following additions:

(a) The District shall fund a maximum of up to $20,000 per project, not to exceed $60,000 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will be valued at the Independent Sector estimated national value of each volunteer hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, trash removal and management, sign installation, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 7-30-02, Amended 4-24-06, 3-7-11, 3-25-21, 3-11-24, 5-14-25.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to $150,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14, 3-25-21, 3-9-23, 3-11-24.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with

exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to $5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, online, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional $5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional $1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 3-7-11.

EXHIBIT C

FLORIDA INLAND NAVIGATION DISTRICT

ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor: Town of Bay Harbor Islands

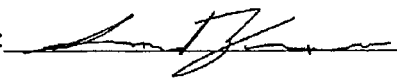
Project Title: Town of BHI - Marine Patrol Boat Project #: DA-BHI-25-305

Source of Matching Funds: Appropriation from capital projects fund

Amount of Matching Funds: $125,000

I hereby certify that the above referenced project Sponsor, as of October 01, 2025, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated 2/13/2026 .*

Project Liaison Name: Sam Zamacona

Project Liaison Signature: 

Date: 2/9/2026

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT D

FLORIDA INLAND NAVIGTION DISTRICT

PAYMENT REIMBURSEMENT REQUEST FORM

Project Number and Project Name:	
Project Sponsor (Grantee):	
Reimbursement Request # (or final):	
Grant Amount	
Previous Total Payments	
Previous Total Retainage Held by FIND	
Available Balance	$ 0.00
Funds Requested for this Payment	
10% FIND Retainage (Unless Final)	
Check Amount	$ 0.00
Grant Amount	$ 0.00
All Payments + All FIND Paid Retainage	$ 0.00
Remaining Balance	$ 0.00

Notes for clarification of this Reimbursement Request:

SCHEDULE OF EXPENDITURES (Should correspond to Project Agreement Exhibit A)

Expense Description	Vendor Name	Check No.	Invoice #	Total Cost	Applicant Cost	FIND Cost
			TOTALS	$ 0.00	$ 0.00	$ 0.00

Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison	Date

*S 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT E

FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM

Project Completion Certification

Sponsor:_____

Project Title:_____ Project #:_____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20_____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT F

FLORIDA INLAND NAVIGTION DISTRICT

ASSISTANCE PROGRAM PROJECT QUARTERLY STATUS REPORT

Submitted by:	
Email:	

Project Number:	
Project Name:	
Project Sponsor (Grantee):	

1st Quarter (October to December)	Date Submitted:		Due December 30th
Project Issues:			
2nd Quarter (January to March)	Date Submitted:		Due March 30th
Project Issues:			
3rd Quarter (April to June)	Date Submitted:		Due June 30th
Project Issues:			
4th Quarter (July to September)	Date Submitted:		Due September 30th
Project Issues:			

Percentage of total project completion:		Anticipated Project Completion Date:	

Please name the file attachment as follows:

Project #, Project Name, (1st, 2nd, 3rd, 4th) Quarter Report, Year
Example: DA-MI-25-499 Marine Park Docks 4th Quarter Report 2026

FIND Form No. 25-40, 66B-2 (Effective Date: 1-1-26)

EXHIBIT G
ASSISTANCE PROJECT SCHEDULE

OCTOBER 2025-	Project Agreement Executed, Project Initiates.	
DECEMBER 30, 2025-	First Quarterly Report Due.	Use Quarterly Status Report Form Exhibit F: https://aicw.org/grant_and_assistance_programs/waterway_assistance_programs_wap/index.php
MARCH 30, 2026-	Second Quarterly Report Due.	
JUNE 30, 2026-	Third Quarterly Report Due.	
SEPTEMBER 30, 2026-	Fourth Quarterly Report Due.	
DECEMBER 30, 2026-	Fifth Quarterly Report Due.	
MARCH 30, 2027-	Sixth Quarterly Report Due.	
JUNE 30, 2027-	Seventh Quarterly Report Due.	

NOTE: If the project <u>will not</u> be completed and all close out paperwork submitted by September 30th , a request for a 1-year extension of the completion date of the project should be submitted with the June 2027 quarterly report.

SEPTEMBER 1-30, 2027- Work on Closeout paperwork
Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 25-45 (Effective Date: 1-1-26), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.

SEPTEMBER 30, 2027 - End of Grant. All work must be completed and closeout paperwork submitted. October 2026- finish processing closeout paperwork, perform project inspection and submit final reimbursement check and coordinates check presentation with sponsor.

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*<u>**NOTE: ANY MODIFICATIONS** to the PROJECT shall require advance notice and prior written approval of the District</u>. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.*

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this agreement pursuant to Section 13 of the project agreement.**

EXHIBIT H

https://aicw.org/resources/logos.php



PHOENIX TRADING INC.

Bringing the Government and Suppliers Together
PHOENIXconnex

640 Lofstrand Lane, Rockville, MD 20850, USA * Voice: 240-396-1988
Fax: 240-235-7090 * URL: www.ptimd.com * E-Mail: sales@ptimd.com
ISO 9001:2015 Certified * GSA Contract 47QMCA18D0006

PROFORMA INVOICE

Proforma Invoice No.: 051926-PI1

Date: May 19, 2026

Customer:
Bay Harbor Islands Police Dept
1030 95th ST
Bay Harbor Islands, Florida 33154
Buyer: Tomas Rego

	Quantity	Price	Total
Fluid 29 Patrol Boat - T-Top GSA **Patrol 29** Overall Length: 28'11" Length Inside: 25'11" Beam: 9'6" Beam Internal: 5'10" Tube Diameter 22"; 7 Chambers Weight Capacity: 4,647 Lbs. Person Capacity: 20 **Hull and Deck** Heavy Duty Fiberglass Hull Aluminum Keel Guard Non-Slip Surface Molded into the Deck Gelcoat Color: Cloud Grey Stainless Steel Bow/Stern Eyes for Lifting or Towing Under-Deck Fuel Tank, 124 Gallons 5" Stainless Steel High Flow Scupper Sealed Deck **Tubes** 1670dtx Military Grade Hypalon Tubes Removable Tube Design (23'+) Inflation and Pressure Relief Valves Non-Slip Rubber Applied to Tubes Heavy-Duty EPDM Rubbing Strake Lifelines **Diving & Rescue Equipment** Engine Crash Rail/Rope Guard Stainless Steel Bow Samson Post Stainless Steel Tow Post Tube Mounted Telescopic Swim Ladder Life Cell Safety Box and Insert Spine Board	1	$199,227.20	$199,227.20

PHOENIX TRADING INC.
640 Lofstrand Lane, Rockville, MD 20850, USA * Voice: 240-396-1988
Fax: 240-235-7090 * URL: www.ptimd.com * E-Mail: sales@ptimd.com
ISO 9001:2015 Certified * GSA Contract 47QMCA18D0006

Navigation and Safety			
LED Navigation Lights (USCG 2nm)			
Two Courtesy Red Lights			
Fire Extinguisher and Insert			
Telescopic Boat Hook			
Automatic & Manual Bilge Pump			
Tube Repair Kit with Manual Inflation Pump			
Engine and Drive System			
Twin 225 hp Mercury or Honda Engines			
Racor Fuel/Water Separators			
Stainless Steel Propellers			
Digital Engine Display			
Fuel Gauge			
Law Enforcement Equipment			
nROADS® Dome Light with Siren and Amplifier			
Strobe and Takedown Lights			
Rear Arch for LE System			
Console			
Fiberglass Console and Bolster			
Hydraulic Steering			
Built-in Storage and Safety Equipment			
Two Pop-up Cleats			
Electronics			
Raymarine Electronics:			
Raymarine Axiom+ 12			
Realvision 3D Transducer - Down/Side/3D CHIRP			
Closed dome radar with Doppler			
I70s instrument display			
Ray53 Compact VHF Radio			
Electrical Accessories			
3-bank Battery Charger			
12v Outlet			
USB Outlet			
Storage			
Aft Storage Box in Bolster			
Gun Cabinet with Timer Lock (1)			
Bow Locker			
Weather Protection			
Heavy-Duty Aluminum RAPTOR-Coated T-Top			
Full Impact Glass Windshield			
Windshield Wiper			
Trailer			
Aluminum Dual-Axle Trailer			

PHOENIX TRADING INC.

Bringing the Government and Suppliers Together
PHOENIXconnex

640 Lofstrand Lane, Rockville, MD 20850, USA * Voice: 240-396-1988
Fax: 240-235-7090 * URL: www.ptimd.com * E-Mail: sales@ptimd.com
ISO 9001:2015 Certified * GSA Contract 47QMCA18D0006

Long T-Top	1	$5,820.00	$5,820.00
Mercury Engine Upgrade (225 to 250) Per Engine 225hp to 250hp	2	$4,000.00	$8,000.00
Mercury 1st Mate Wireless key system with fobs	2	$1,760.00	$3,520.00
Remote Search Light	1	$1,200.00	$1,200.00
FLIR Thermal Imaging Camera System FLIR M232 Thermal Camera 320x240 Resolution With 4x Zoom 360° Pan & Tilt Detects People Up To 1,500' Detects Vessels Up To 0.67 NM	1	$5,364.00	$5,364.00
Cooler ring w/Cooler 28QT Lifetime Cooler/Aluminum Fold-Up Ring	1	$540.00	$540.00
Pop Up Cleats, Tube Mounted (Set of 2) Cleats on the tubes	1	$1,800.00	$1,800.00
Whelen LED Light Bar -Edge Series 9x 36" Edge Light Bar with Speaker Build Time: 4 Weeks (+/-)	1	$3,864.00	$3,864.00
Shock Mitigation Seat	2	$4,999.00	$9,998.00
Foot Bar in front of Shock Seats Bolster and front console foot	2	$336.00	$672.00
Raymarine Thru-Hull Transducer Raymarine Tilted Element Transducer Stock Through-Hull Transducer, upgrades to part will incur up-grade charges	1	$2,800.00	$2,800.00
Hypalon Agency Lettering Bold POLICE, FIRE, or SHERIFF Lettering Lettering Color: BLACK Positioned: Port and Starboard (Forward) Quantity: Two (2)	1	$1,800.00	$1,800.00
"POLICE" Lettering Painted on T-Top POLICE lettering on T-top-no charge	1	$0.00	$0.00
Shrink-Wrapping Shrink Wrap charge @ $45/foot	29	$45.00	$1,305.00
Delivery Charge Delivery to your location @ $4.50/Mile	828	$5.25	$4,347.00
Discount			**-$257.20**
TOTAL			**$250,000.00**

GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule 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 are available through GSA Advantage!, a menu driven database system. The INTERNET address for GSA Advantage! is: www.GSAAdvantage.gov.

Multiple Award Schedule

FSC Group: Transportation and Logistics Services FSC Class: 2590

Contract Number: 47QMCA18D0006

Contract Period: February 19, 2018 – February 18, 2028

Phoenix Trading Inc.

Address: 640 Lofstrand Ln, Rockville, MD 20850-1313

Phone Number: 240-396-1988

Fax Number: 240-235-7090

Web site: www.ptimd.com

Contact for Contract Administration: Mukesh Sethi, msethi@ptimd.com

Contact for Sales: gsa@ptimd.com

Business size: Small, Disadvantage

Price list current as of Product Modification PS-0016 effective December 12, 2022 and Option Mod PO-0014 effective February 19, 2023

CUSTOMER INFORMATION

1a. Table of awarded Special Item Numbers (SINs):

SIN #	SIN Title
3363P	Spare Components and Equipment for Sedans, Light, Buses, Medium and Heavy Duty Trucks
336612	Marine Craft

1b. Identification of the lowest priced service for each special item number awarded in the contract.

SIN #	Model	Price
3363P	Carlisle 5X191	$1.60
336612	P26	$178,877.58

2. Maximum order for each SIN:

SIN#	MAXIMUM ORDER
All	$ 250,000

3. Minimum order: $100

4. Geographic coverage (delivery area): Contiguous United States, Alaska, Hawaii and Puerto Rico

5. Point(s) of production: See Pricelist

6. Discount from list prices or statement of net price: Prices shown are net prices

7. Quantity discounts for SIN 3363P:
   Additional 2.5% (total of 7.5%) on orders of $2,500 to $4,999 and
   Additional 5% (total of 10%) on orders greater than $5,000.

   No quantity discounts for SIN336612

8. Prompt payment terms: Net 30 days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Foreign items: See Pricelist

10a. Time of delivery: SIN 3363P: 6-8 weeks ARO
   SIN 336612: 160 days ARO

10b. Expedited delivery: contact vendor

10c. Overnight and 2-day delivery: contact vendor

10d. Urgent requirements: contact vendor

11. F.O.B. point(s):

SIN 3363P:Destination ConUS and point of exportation; Origin for OCONUS, Alaska, Hawaii and Puerto Rico

SIN 336612: FOB Origin

12a. Ordering address(es):

PHOENIX TRADING INC.
640 LOFSTRAND LANE
ROCKVILLE, MD 20850

12b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address:

PHOENIX TRADING INC.
640 LOFSTRAND LANE
ROCKVILLE, MD 20850

14. Warranty provision: Standard Commercial Warranty

15. Export packing charges: N/A

16. Terms and conditions of rental maintenance, and repair: N/A

17. Terms and conditions of installation: N/A

18a. Terms and conditions of repair parts: N/A

18b. Terms and conditions for any other services: N/A

19. List of service and distribution points: N/A

20. List of participating dealers: None

21. Preventative maintenance: N/A

22a. Special attributes such as environmental attributes: none

22b. Section 508 compliance: N/A

23. Unique Entity Identifier (UEI) number: FXVMXKJGC2K6

24. Notification regarding registration in the System for Award Management (SAM) database. Yes

MANUFACTURER NAME	MFR PART NO	VENDOR PART NO (if applicable)	PRODUCT NAME	DISCOUNT PRICE OFFERED TO GSA (including IFF)	COO
FLUID WATERCRAFT	P26	LE26P	FLUID PATROL 26 Rigid Inflatable Boat	$ 178,877.58	US
FLUID WATERCRAFT	P29	LE29P	FLUID PATROL 29 Rigid Inflatable Boat	$ 199,227.20	US
CARLISLE	1355	1355	BRONZE DISC, OD GEAR Material:...	$ 75.71	US
FLUID WATERCRAFT	P21	LE21	FLUID PATROL 21 Rigid Inflatable Boat	$ 81,240.70	US
CARLISLE	1233002	1233002	HYDRAULICS VALVE FCR40-5 TYPE III	$ 1,711.13	US
CARLISLE	1302061	1302061	HYDRAULICS SWITCH ASSY LT-LOAD	$ 223.28	US
CARLISLE	1302068	1302068	HYDRAULICS SWITCH ASSY HI-LOAD	$ 277.65	US
CARLISLE	2130115	2130115	HYDRAULICS MANIFOLD ASSY PARK CHECK	$ 5,709.39	US
CARLISLE	2402043	2402043	HYDRAULICS SWITCH ASSY DUAL	$ 617.93	US
CARLISLE	2402049	2402049	HYDRAULICS SWITCH ASSY SINGLE PRESS	$ 525.07	US
CARLISLE	2402142	2402142	HYDRAULICS SWITCH ASSY SINGLE PRESS	$ 508.32	US
CARLISLE	2402143	2402143	HYDRAULICS SWITCH ASSY SINGLE PRESS	$ 453.95	US
CARLISLE	2402155	2402155	HYDRAULICS SWITCH ASSY SINGLE PRESS	$ 597.54	US
CARLISLE	2403015	2403015	HYDRAULICS SWITCH ASSY DUAL PRESS	$ 1,094.23	US
CARLISLE	2403037	2403037	HYDRAULICS SWITCH ASSY DUAL PRESS	$ 1,229.83	US
CARLISLE	2663003	2663003	HYDRAULICS MANIFOLD ASSY DIFF SW	$ 1,520.45	US
CARLISLE	2714014	2714014	HYDRAULICS MANIFOLD ASSY DIFF SW	$ 2,653.16	US
CARLISLE	5143003	5143003	HYDRAULICS VALVE ASSY SOLENOID	$ 2,765.44	US
CARLISLE	6201109	6201109	HYDRAULICS CHECK SEAT & POPPET KIT	$ 292.66	US
CARLISLE	6201154	6201154	HYDRAULICS CHECK PORT PLUG ASSY KIT	$ 85.50	US
CARLISLE	6201192	6201192	HYDRAULICS GROUNDING STUD KIT	$ 22.40	US
CARLISLE	6201208	6201208	HYDRAULICS SLEEVE RETAINER KIT	$ 660.21	US
CARLISLE	6201441	6201441	HYDRAULICS CHECK SEAT KIT	$ 227.19	US
CARLISLE	6201506	6201506	HYDRAULICS PLUNGER DIFF 350	$ 353.58	US
CARLISLE	6201523	6201523	HYDRAULICS PEDAL FLOOR TREADLE KIT	$ 164.26	US
CARLISLE	6203012	6203012	HYDRAULICS SEAL KIT FOR BASIC	$ 187.88	US
CARLISLE	6203013	6203013	HYDRAULICS ACTUATOR REBUILD KIT	$ 455.49	US
CARLISLE	6203524	6203524	HYDRAULICS SEAL KIT (MO)	$ 317.65	US
CARLISLE	6204009	6204009	HYDRAULICS MANIFOLD SUB-ASSY DUAL	$ 3,125.06	US
CARLISLE	6204054	6204054	HYDRAULICS DUAL ASSY 1350 PSI	$ 11,570.59	US
CARLISLE	6204072	6204072	HYDRAULICS MANIFOLD SUB-ASSY DUAL	$ 4,571.47	US
CARLISLE	6204424	6204424	HYDRAULICS DUAL ASSY 1500 PSI	$ 3,791.62	US
CARLISLE	6204430	6204430	HYDRAULICS VALVE ASSY DUAL	$ 4,149.38	US
CARLISLE	6204529	6204529	HYDRAULICS DUAL CONTROLLER ASSY 1350	$ 12,227.96	US
CARLISLE	6991025	6991025	HYDRAULICS SPOOL/PLUNGER KIT .25	$ 777.90	US
CARLISLE	8901011	8901011	HYDRAULICS SEAL KIT 622, 623 (MO)	$ 152.86	US
CARLISLE	8901026	8901026	SERVICE BRAKES KIT SEAL 213 (MO)	$ 74.46	US
CARLISLE	9408011	9408011	HYDRAULICS VALVE SOLENOID	$ 1,694.01	US
CARLISLE	9408016	9408016	HYDRAULICS VALVE BODY	$ 2,248.02	US
CARLISLE	9601006	9601006	HYDRAULICS PLUG ASSY 7/16-20 BUNA-N	$ 8.49	US

CARLISLE	9601013	9601013	HYDRAULICS PLUG ASSY 9/16-18 BUNA-N	$ 11.41	US
CARLISLE	9604874	9604874	SERVICE BRAKES PIN ASSY RETAINER	$ 25.51	US
CARLISLE	9620798	9620798	SERVICE BRAKES PISTON ASSY	$ 644.80	US
CARLISLE	9630054	9630054	SERVICE BRAKES PISTON SUB-ASSY	$ 196.71	US
CARLISLE	9630055	9630055	SERVICE BRAKES CAP SUB-ASSY SPRING RET	$ 276.08	US
CARLISLE	9630077	9630077	SERVICE BRAKES PISTON ASSY	$ 420.06	US
CARLISLE	9630083	9630083	SERVICE BRAKES PISTON ASSY	$ 389.83	US
CARLISLE	9630146	9630146	SERVICE BRAKES TUBE ASSY	$ 202.89	US
CARLISLE	9630234	9630234	SERVICE BRAKES LINING ASSY	$ 80.74	US
CARLISLE	9630256	9630256	SERVICE BRAKES LINING ASSY	$ 57.88	US
CARLISLE	9630293	9630293	SERVICE BRAKES - COMPONENTS LINING	$ 104.07	US
CARLISLE	9630433	9630433	SERVICE BRAKES BRK ASSY PD1314 NIT	$ 1,151.78	US
CARLISLE	9630905	9630905	SERVICE BRAKES PISTON	$ 217.31	US
CARLISLE	9630945	9630945	SERVICE BRAKES BRK ASSY PD1487 NIT	$ 1,482.79	US
CARLISLE	9640028	9640028	SERVICE BRAKES BRK ASSY PD1105 NIT	$ 3,074.79	US
CARLISLE	9640032	9640032	SERVICE BRAKES SUB-ASSY PISTON	$ 270.16	US
CARLISLE	9640103	9640103	SERVICE BRAKES BRK ASSY SCL13 EPR O-R	$ 1,169.98	US
CARLISLE	9640148	9640148	SERVICE BRAKES PISTON ASSY	$ 490.42	US
CARLISLE	9640202	9640202	SERVICE BRAKES LINING ASSY	$ 127.16	US
CARLISLE	9640227	9640227	SERVICE BRAKES LINING ASSY	$ 73.11	US
CARLISLE	9640332	9640332	SERVICE BRAKES BRK ASSY PD1344 NIT	$ 2,257.43	US
CARLISLE	9640394	9640394	SERVICE BRAKES BRK ASSY PD1182 NIT MO	$ 4,048.56	US
CARLISLE	9640742	9640742	SERVICE BRAKES BRK ASSY PD1473 NIT	$ 1,917.49	US
CARLISLE	9640744	9640744	SERVICE BRAKES BRK ASSY PD1473 NIT	$ 2,197.98	US
CARLISLE	9640997	9640997	SERVICE BRAKES BRK ASSY PD1182 NIT	$ 2,481.55	US
CARLISLE	9650151	9650151	SERVICE BRAKES BRK ASSY SCL33 NIT O-R	$ 2,746.09	US
CARLISLE	9650252	9650252	SERVICE BRAKES BRK ASSY SCL2 NIT O-R	$ 1,539.58	US
CARLISLE	9650298	9650298	SERVICE BRAKES BRK ASSY SCL53 FLOCRB	$ 4,824.55	US
CARLISLE	9650318	9650318	SERVICE BRAKES BRK ASSY SCL2 EPR O-R	$ 1,554.70	US
CARLISLE	9650351	9650351	SERVICE BRAKES BRK ASSY SCL19 NIT	$ 8,312.22	US
CARLISLE	9650364	9650364	SERVICE BRAKES BRK ASSY SCL59 EPR	$ 2,576.19	US
CARLISLE	9650365	9650365	SERVICE BRAKES BRK ASSY SCL59 O-R	$ 2,609.25	US
CARLISLE	9650371	9650371	SERVICE BRAKES BRK ASSY SCL62 NIT O-R	$ 4,088.30	US
CARLISLE	9650414	9650414	SERVICE BRAKES BRK ASSY SCL2 NIT O-R	$ 1,366.21	US
CARLISLE	9650415	9650415	SERVICE BRAKES BRK ASSY SCL2 EPR O-R	$ 1,653.98	US
CARLISLE	9650419	9650419	SERVICE BRAKES BRK ASSY SCL2 NIT	$ 1,158.42	US
CARLISLE	9650421	9650421	SERVICE BRAKES BRK ASSY SCL2 EPR O-R	$ 1,585.40	US
CARLISLE	9650432	9650432	SERVICE BRAKES BRK ASSY SCL19 NIT	$ 3,551.53	US
CARLISLE	9650433	9650433	SERVICE BRAKES BRK ASSY SCL56 O-R	$ 4,780.29	US

CARLISLE	9650447	9650447	SERVICE BRAKES BRK ASSY SCL2 EPR O-R	$ 1,669.49	US
CARLISLE	9680177	9680177	SERVICE BRAKES HARDWARE KIT	$ 74.38	US
CARLISLE	9680178	9680178	SERVICE BRAKES HARDWARE KIT	$ 401.10	US
CARLISLE	9680181	9680181	SERVICE BRAKES SEAL KIT	$ 98.01	US
CARLISLE	9680195	9680195	SERVICE BRAKES SEAL KIT	$ 91.42	US
CARLISLE	9680213	9680213	SERVICE BRAKES HARDWARE KIT	$ 226.03	US
CARLISLE	9680237	9680237	SERVICE BRAKES SEAL KIT	$ 30.44	US
CARLISLE	9680273	9680273	SERVICE BRAKES SEAL KIT	$ 115.32	US
CARLISLE	9680329	9680329	SERVICE BRAKES LINING KIT	$ 959.76	US
CARLISLE	9680391	9680391	SERVICE BRAKES SEAL KIT	$ 36.91	US
CARLISLE	9680395	9680395	SERVICE BRAKES OVERHAUL KIT	$ 375.15	US
CARLISLE	9680413	9680413	SERVICE BRAKES HARDWARE KIT	$ 296.45	US
CARLISLE	9680431	9680431	SERVICE BRAKES HARDWARE KIT	$ 260.70	US
CARLISLE	9680436	9680436	SERVICE BRAKES LINING KIT	$ 357.76	US
CARLISLE	9680468	9680468	SERVICE BRAKES LINING KIT	$ 305.32	US
CARLISLE	9680489	9680489	SERVICE BRAKES CROSSOVER TUBE KIT	$ 256.90	US
CARLISLE	9680526	9680526	SERVICE BRAKES ADJ KIT	$ 324.18	US
CARLISLE	9680534	9680534	SERVICE BRAKES SEAL KIT	$ 37.74	US
CARLISLE	9680566	9680566	SERVICE BRAKES LINING KIT	$ 336.97	US
CARLISLE	9680578	9680578	SERVICE BRAKES LINING KIT	$ 123.54	US
CARLISLE	9680584	9680584	SERVICE BRAKES LINING KIT	$ 278.20	US
CARLISLE	9680619	9680619	SERVICE BRAKES SEAL KIT	$ 292.40	US
CARLISLE	9680622	9680622	SERVICE BRAKES SEAL KIT	$ 310.09	US
CARLISLE	9680627	9680627	SERVICE BRAKES HARDWARE KIT	$ 183.03	US
CARLISLE	9680637	9680637	SERVICE BRAKES LINING KIT	$ 370.08	US
CARLISLE	9680648	9680648	SERVICE BRAKES SEAL KIT	$ 45.50	US
CARLISLE	9680675	9680675	SERVICE BRAKES KIT LINING	$ 471.18	US
CARLISLE	9680676	9680676	SERVICE BRAKES LINING KIT	$ 501.09	US
CARLISLE	9680707	9680707	SERVICE BRAKES HARDWARE KIT	$ 199.94	US
CARLISLE	9680719	9680719	SERVICE BRAKES SEAL KIT	$ 566.29	US
CARLISLE	023-60008	023-60008	SERVICE BRAKES GEAR 62.37X36.00X2.00	$ 4,545.13	US
CARLISLE	107-289	107-289	HYDRAULICS ADJ ASSY SINGLE	$ 848.96	US
CARLISLE	107-310	107-310	HYDRAULICS ADJ ASSY SINGLE	$ 704.06	US
CARLISLE	107-452	107-452	HYDRAULICS ADJ ASSY SINGLE	$ 1,054.16	US
CARLISLE	107-7454	107-7454	HYDRAULICS ADJ ASSY DUAL	$ 2,956.54	US
CARLISLE	107-7456	107-7456	HYDRAULICS ADJ ASSY DUAL	$ 1,338.96	US
CARLISLE	107-7470	107-7470	HYDRAULICS ADJ ASSY DUAL	$ 2,559.51	US
CARLISLE	107-7520SP	107-7520SP	HYDRAULICS ADJUSTER ASSY DUAL	$ 1,046.20	US
CARLISLE	107-7521SP	107-7521SP	HYDRAULICS ADJUSTER ASSY DUAL	$ 1,029.03	US

CARLISLE	107-7522SP	107-7522SP	HYDRAULICS ADJUSTER ASSY DUAL	$ 1,033.11	US
CARLISLE	107-7523SP	107-7523SP	HYDRAULICS ADJUSTER ASSY DUAL	$ 1,033.11	US
CARLISLE	107-7525SP	107-7525SP	HYDRAULICS ADJUSTER ASSY DUAL	$ 1,307.62	US
CARLISLE	107-7526SP	107-7526SP	HYDRAULICS ADJUSTER ASSY DUAL	$ 1,775.29	US
CARLISLE	107-7527SP	107-7527SP	HYDRAULICS ADJUSTER ASSY DUAL	$ 966.47	US
CARLISLE	107-7528SP	107-7528SP	HYDRAULICS ADJUSTER ASSY DUAL	$ 1,247.14	US
CARLISLE	107-7529SP	107-7529SP	HYDRAULICS ADJUSTER ASSY DUAL	$ 931.00	US
CARLISLE	1101-120	1101-120	HYDRAULICS VALVE ASSY SINGLE 800 P	$ 704.65	US
CARLISLE	1101-136	1101-136	HYDRAULICS VALVE ASSY SINGLE 1500	$ 879.01	US
CARLISLE	1101-137	1101-137	HYDRAULICS VALVE ASSY SINGLE 1200	$ 879.01	US
CARLISLE	1101-140	1101-140	HYDRAULICS VALVE ASSY SINGLE 1200	$ 615.24	US
CARLISLE	1101-201	1101-201	HYDRAULICS VALVE ASSY SINGLE 1550	$ 1,060.08	US
CARLISLE	1101-204	1101-204	HYDRAULICS VALVE ASSY SINGLE 1800	$ 510.21	US
CARLISLE	1101-210	1101-210	HYDRAULICS VALVE ASSY SINGLE 1800	$ 817.67	US
CARLISLE	1101-215	1101-215	HYDRAULICS VALVE ASSY SINGLE 1200	$ 731.32	US
CARLISLE	1101-217	1101-217	HYDRAULICS VALVE ASSY SINGLE 217	$ 873.90	US
CARLISLE	1101-227	1101-227	HYDRAULICS VALVE ASSY SINGLE 1233	$ 523.52	US
CARLISLE	1101-228	1101-228	HYDRAULICS VALVE ASSY SINGLE 340	$ 584.23	US
CARLISLE	1101-232	1101-232	HYDRAULICS VALVE ASSY SINGLE 2000	$ 812.40	US
CARLISLE	1101-236	1101-236	HYDRAULICS VALVE ASSY SINGLE 1400	$ 530.57	US
CARLISLE	1101-240	1101-240	HYDRAULICS VALVE ASSY SINGLE 1800	$ 826.55	US
CARLISLE	1101-244	1101-244	HYDRAULICS VALVE ASSY SINGLE 1250	$ 805.12	US
CARLISLE	1101-252	1101-252	HYDRAULICS VALVE ASSY SINGLE 1400	$ 639.15	US
CARLISLE	1101-253	1101-253	HYDRAULICS VALVE ASSY SINGLE 800	$ 658.19	US
CARLISLE	1101-255	1101-255	HYDRAULICS VALVE ASSY SINGLE 2350	$ 1,679.61	US
CARLISLE	1101-258	1101-258	HYDRAULICS VALVE ASSY SINGLE 1110	$ 770.50	US
CARLISLE	1101-260	1101-260	HYDRAULICS VALVE ASSY SINGLE 1550	$ 751.30	US
CARLISLE	1101-263	1101-263	HYDRAULICS VALVE ASSY SINGLE 625	$ 565.79	US
CARLISLE	1101-277	1101-277	HYDRAULICS VALVE ASSY SINGLE 925	$ 807.01	US
CARLISLE	1101-284	1101-284	HYDRAULICS VALVE ASSY SINGLE 1740	$ 730.68	US
CARLISLE	1101-290	1101-290	HYDRAULICS VALVE ASSY SINGLE 2200	$ 919.96	US
CARLISLE	1101-293	1101-293	HYDRAULICS VALVE ASSY SINGLE 2200	$ 819.79	US
CARLISLE	1101-295	1101-295	HYDRAULICS VALVE ASSY SINGLE 600	$ 687.98	US
CARLISLE	1101-296	1101-296	HYDRAULICS VALVE ASSY SINGLE 800	$ 496.23	US
CARLISLE	1101-301	1101-301	HYDRAULICS VALVE ASSY SINGLE 1550	$ 614.75	US
CARLISLE	1101-312	1101-312	HYDRAULICS VALVE ASSY SINGLE 2320	$ 593.37	US
CARLISLE	1101-321	1101-321	HYDRAULICS VALVE ASSY 1550 PSI	$ 745.08	US
CARLISLE	1101-322	1101-322	HYDRAULICS VALVE ASSY 1550 PSI	$ 530.62	US
CARLISLE	1101-335	1101-335	HYDRAULICS VALVE ASSY SINGLE 450	$ 623.24	US

CARLISLE	1101-337	1101-337	HYDRAULICS VALVE ASSY SINGLE 1000	$ 697.14	US
CARLISLE	1104-105	1104-105	HYDRAULICS VALVE ASSY TANDEM	$ 1,617.58	US
CARLISLE	1104-106	1104-106	HYDRAULICS VALVE ASSY TANDEM	$ 1,654.46	US
CARLISLE	1104-111SP	1104-111SP	HYDRAULICS VALVE ASSY TANDEM KIT	$ 2,479.24	US
CARLISLE	1104-112	1104-112	HYDRAULICS VALVE ASSY TENDEM	$ 2,474.72	US
CARLISLE	1104-126SP	1104-126SP	HYDRAULICS VALVE ASSY TANDEM KIT	$ 1,915.72	US
CARLISLE	1104-128	1104-128	HYDRAULICS VALVE ASSY TANDEM	$ 2,430.96	US
CARLISLE	1104-134	1104-134	HYDRAULICS VALVE ASSY TANDEM 1800	$ 1,206.38	US
CARLISLE	1104-301	1104-301	HYDRAULICS VALVE ASSY TANDEM	$ 2,437.06	US
CARLISLE	1104-303	1104-303	HYDRAULICS VALVE ASSY TANDEM	$ 1,342.29	US
CARLISLE	1104-305	1104-305	HYDRAULICS VALVE ASSY TANDEM 1500	$ 1,245.10	US
CARLISLE	1104-306	1104-306	HYDRAULICS VALVE ASSY TANDEM 725	$ 834.12	US
CARLISLE	1104-313	1104-313	HYDRAULICS VALVE ASSY TANDEM 500	$ 1,000.86	US
CARLISLE	1104-322	1104-322	HYDRAULICS VALVE ASSY TANDEM 1000	$ 854.41	US
CARLISLE	1104-327	1104-327	HYDRAULICS VALVE ASSY TANDEM	$ 1,642.14	US
CARLISLE	1104-328	1104-328	HYDRAULICS VALVE ASSY TANDEM 1500	$ 970.07	US
CARLISLE	1104-331	1104-331	HYDRAULICS VALVE ASSY TANDEM 500	$ 833.45	US
CARLISLE	1104-333	1104-333	HYDRAULICS VALVE ASSY TANDEM	$ 1,610.01	US
CARLISLE	1104-336	1104-336	HYDRAULICS VALVE ASSY TANDEM 500	$ 1,081.90	US
CARLISLE	1104-340	1104-340	HYDRAULICS VALVE ASSY TANDEM	$ 1,783.38	US
CARLISLE	1104-342	1104-342	HYDRAULICS VALVE ASSY TANDEM 1500	$ 1,582.71	US
CARLISLE	1104-352	1104-352	HYDRAULICS VALVE ASSY TANDEM	$ 1,516.41	US
CARLISLE	1104-363	1104-363	HYDRAULICS VALVE ASSY TANDEM	$ 1,335.65	US
CARLISLE	1104-366	1104-366	HYDRAULICS VALVE ASSY TANDEM	$ 1,207.28	US
CARLISLE	1104-381	1104-381	HYDRAULICS VALVE ASSY TANDEM PILOT	$ 1,785.26	US
CARLISLE	1104-382	1104-382	HYDRAULICS VALVE ASSY TANDEM PILOT	$ 2,932.75	US
CARLISLE	1104-414	1104-414	HYDRAULICS VALVE ASSY DUAL	$ 1,664.88	US
CARLISLE	112-7007	112-7007	SERVICE BRAKES CAM	$ 57.62	US
CARLISLE	113-72	113-72	HYDRAULICS GUIDE RETAINER SPRING	$ 81.14	US
CARLISLE	116-128B	116-128B	SERVICE BRAKES PISTON ASSY KIT	$ 117.35	US
CARLISLE	116-169	116-169	HYDRAULICS PISTON ASSY	$ 655.40	US
CARLISLE	116-170	116-170	HYDRAULICS PISTON ASSY	$ 486.72	US
CARLISLE	116-177	116-177	HYDRAULICS PISTON ASSY	$ 329.47	US
CARLISLE	116-186	116-186	HYDRAULICS PISTON ASSY	$ 344.85	US
CARLISLE	116-294	116-294	HYDRAULICS PISTON ASSY	$ 314.98	US
CARLISLE	116-7302	116-7302	HYDRAULICS PISTON ASSY	$ 269.78	US
CARLISLE	1205W205	1205W205	DRUM BRAKE - COMPONENTS RETAINER-SEAL	$ 4.96	US
CARLISLE	1218W23	1218W23	DRUM BRAKE - COMPONENTS SNAP RING	$ 1.71	US
CARLISLE	1225J218	1225J218	DRUM BRAKE - COMPONENTS BUSHING	$ 22.07	MX

CARLISLE	1259Q121	1259Q121	DRUM BRAKE - COMPONENTS ANCHOR PIN	$ 69.23	US
CARLISLE	133-476	133-476	SERVICE BRAKES DISK 18.04x7.75x0.512	$ 473.37	US
CARLISLE	133-863	133-863	SERVICE BRAKES DISK 19.0x9.06x0.504	$ 424.70	US
CARLISLE	133-864	133-864	SERVICE BRAKES DISC 22.75X10.43X0.74	$ 1,336.35	US
CARLISLE	133-873	133-873	SERVICE BRAKES DISC 16.5X7.5X0.5	$ 867.60	US
CARLISLE	133-916	133-916	SERVICE BRAKES DISK 19.0x9.75x0.508	$ 464.61	US
CARLISLE	134-213	134-213	SERVICE BRAKES DISC ASSY OD 25.0 ID	$ 2,743.22	US
CARLISLE	148-525	148-525	SERVICE BRAKES BRACKET MTG H6	$ 563.36	US
CARLISLE	148-60	148-60	HYDRAULICS BRACKET MTG MASTER CYL	$ 575.43	US
CARLISLE	1729L428	1729L428	DRUM BRAKES FLAT WASHER	$ 38.35	US
CARLISLE	192-8	192-8	HYDRAULICS CONNECTOR HYDRAULIC	$ 8.68	US
CARLISLE	1H110	1H110	CLUTCH BUTTONS BUTTON, FLAT	$ 3.84	US
CARLISLE	1H118	1H118	CLUTCH BUTTONS BUTTON, FLAT	$ 3.73	US
CARLISLE	1H125	1H125	CLUTCH BUTTONS BUTTON, FLAT	$ 3.34	US
CARLISLE	1H125-HP	1H125-HP	CLUTCH BUTTONS BUTTON, HIGH PERFORMANCE	$ 4.62	US
CARLISLE	1H140	1H140	CLUTCH BUTTONS BUTTON, FLAT	$ 3.15	US
CARLISLE	1H156	1H156	CLUTCH BUTTONS BUTTON, FLAT	$ 3.11	US
CARLISLE	1H173	1H173	CLUTCH BUTTONS BUTTON, FLAT	$ 3.24	US
CARLISLE	1H187	1H187	CLUTCH BUTTONS BUTTON, FLAT	$ 3.53	US
CARLISLE	1HC125	1HC125	CLUTCH BUTTONS BUTTON, FLAT	$ 3.06	US
CARLISLE	1HC140	1HC140	CLUTCH BUTTONS BUTTON, FLAT	$ 3.11	US
CARLISLE	1HC156	1HC156	CLUTCH BUTTONS BUTTON, FLAT	$ 3.43	US
CARLISLE	1HC187	1HC187	CLUTCH BUTTONS BUTTON, FLAT	$ 3.50	US
CARLISLE	2000A1275	2000A1275	DRUM BRAKES LINING KIT	$ 894.12	US
CARLISLE	2000A1535	2000A1535	SERVICE BRAKES LINING KIT	$ 870.12	US
CARLISLE	2000B1276	2000B1276	DRUM BRAKES LINING KIT	$ 674.60	US
CARLISLE	2000C1277	2000C1277	DRUM BRAKES LINING KIT	$ 352.28	US
CARLISLE	2000C1355	2000C1355	DRUM BRAKES LINING KIT	$ 585.68	US
CARLISLE	2000C1407	2000C1407	DRUM BRAKES LINING KIT	$ 1,616.16	US
CARLISLE	2000C1537	2000C1537	SERVICE BRAKES LINING KIT	$ 461.58	US
CARLISLE	2000C1641	2000C1641	SERVICE BRAKES LINING KIT	$ 588.89	US
CARLISLE	2000D1538	2000D1538	DRUM BRAKES LINING KIT	$ 929.66	US
CARLISLE	2000D1642	2000D1642	SERVICE BRAKES LINING KIT	$ 601.32	US
CARLISLE	2000E1305	2000E1305	DRUM BRAKES LINING KIT	$ 5,820.16	GB
CARLISLE	2000E1331	2000E1331	DRUM BRAKES LINING KIT	$ 360.32	US
CARLISLE	2000E1539	2000E1539	SERVICE BRAKES LINING KIT	$ 449.06	US
CARLISLE	2000H1516	2000H1516	SERVICE BRAKES LINING KIT	$ 99.08	US
CARLISLE	2000K1337	2000K1337	DRUM BRAKES LINING KIT	$ 1,950.06	US
CARLISLE	2000L1338	2000L1338	DRUM BRAKES LINING KIT	$ 1,362.58	US

CARLISLE	2000L1468	2000L1468	SERVICE BRAKES LINING KIT	$ 312.49	US
CARLISLE	2000M1469	2000M1469	SERVICE BRAKES LINING KIT	$ 347.59	US
CARLISLE	2000N1340	2000N1340	DRUM BRAKES LINING KIT	$ 3,195.97	GB
CARLISLE	2000P1394	2000P1394	DRUM BRAKES LINING KIT	$ 392.61	US
CARLISLE	2000Q1473	2000Q1473	SERVICE BRAKES LINING KIT	$ 372.56	US
CARLISLE	2000Q1525	2000Q1525	SERVICE BRAKES LINING KIT EBL-550	$ 445.93	US
CARLISLE	2000R1370	2000R1370	DRUM BRAKES LINING KIT	$ 141.81	US
CARLISLE	2000S1397	2000S1397	DRUM BRAKES LINING KIT	$ 207.87	US
CARLISLE	2000T1268	2000T1268	DRUM BRAKES LINING KIT	$ 480.75	US
CARLISLE	2000T1346	2000T1346	DRUM BRAKES LINING KIT	$ 443.15	US
CARLISLE	2000T1528	2000T1528	SERVICE BRAKES LINING KIT	$ 502.63	US
CARLISLE	2000U1269	2000U1269	DRUM BRAKES LINING KIT	$ 485.73	US
CARLISLE	2000V1270	2000V1270	DRUM BRAKES LINING KIT	$ 837.50	US
CARLISLE	2000W1271	2000W1271	DRUM BRAKES LINING KIT	$ 299.00	US
CARLISLE	2000W1635	2000W1635	SERVICE BRAKES LINING KIT	$ 629.16	US
CARLISLE	2000Y1533	2000Y1533	SERVICE BRAKES LINING KIT	$ 260.50	US
CARLISLE	20-200	20-200	HYDRAULICS PIN TORQUE C2	$ 68.54	US
CARLISLE	20-7689	20-7689	HYDRAULICS PIN ACTUATOR PIVOT	$ 10.84	US
CARLISLE	2101-111	2101-111	HYDRAULICS VALVE ASSY SINGLE 1500	$ 1,963.78	US
CARLISLE	2101-119	2101-119	HYDRAULICS VALVE ASSY LEVER 1500	$ 2,453.14	US
CARLISLE	2101-120	2101-120	HYDRAULICS VALVE ASSY LEVER	$ 7,388.20	US
CARLISLE	2101-123	2101-123	HYDRAULICS VALVE ASSY SINGLE 1500	$ 2,171.47	US
CARLISLE	2101-129	2101-129	HYDRAULICS VALVE ASSY SINGLE 850	$ 2,123.24	US
CARLISLE	2101-132	2101-132	HYDRAULICS VALVE ASSY SINGLE 700 S	$ 1,899.86	US
CARLISLE	2101-140	2101-140	HYDRAULICS VALVE ASSY LEVER 475	$ 2,430.96	US
CARLISLE	2101-152	2101-152	HYDRAULICS VALVE ASSY SINGLE 700	$ 3,088.28	US
CARLISLE	2102-111	2102-111	HYDRAULICS VALVE ASSY DUAL	$ 3,872.76	US
CARLISLE	2102-117	2102-117	HYDRAULICS VALVE ASSY DUAL	$ 3,224.88	US
CARLISLE	2102-119	2102-119	HYDRAULICS VALVE ASSY DUAL	$ 2,917.83	US
CARLISLE	2102-122	2102-122	HYDRAULICS VALVE ASSY DUAL	$ 3,333.61	US
CARLISLE	2102-141	2102-141	HYDRAULICS VALVE ASSY DUAL	$ 3,565.48	US
CARLISLE	2102-143	2102-143	HYDRAULICS VALVE ASSY DUAL	$ 3,300.52	US
CARLISLE	2102-145	2102-145	HYDRAULICS VALVE ASSY DUAL	$ 3,515.38	US
CARLISLE	2102-149	2102-149	HYDRAULICS VALVE ASSY DUAL 1650/800	$ 4,045.15	US
CARLISLE	2102-155	2102-155	HYDRAULICS VALVE ASSY DUAL 800/800	$ 2,460.50	US
CARLISLE	2102-165	2102-165	HYDRAULICS VALVE ASSY DUAL	$ 4,198.59	US
CARLISLE	2102-167	2102-167	HYDRAULICS VALVE ASSY DUAL	$ 3,548.70	US
CARLISLE	2102-192	2102-192	HYDRAULICS VALVE ASSY DUAL	$ 3,872.76	US
CARLISLE	2102-199	2102-199	HYDRAULICS VALVE ASSY DUAL	$ 2,934.91	US

CARLISLE	2102-200	2102-200	HYDRAULICS VALVE ASSY DUAL 500/500	$ 2,340.34	US
CARLISLE	2102-201	2102-201	HYDRAULICS VALVE ASSY DUAL	$ 4,474.91	US
CARLISLE	2102-213	2102-213	HYDRAULICS VALVE ASSY DUAL	$ 3,643.19	US
CARLISLE	2102-308	2102-308	HYDRAULICS VALVE ASSY DUAL	$ 2,805.72	US
CARLISLE	2103-121	2103-121	HYDRAULICS VALVE ASSY SINGLE	$ 1,989.21	US
CARLISLE	2105-103	2105-103	VALVE ASSY DUAL VALVE ASSY DUAL	$ 3,927.41	US
CARLISLE	2105-104	2105-104	HYDRAULICS VALVE ASSY DUAL	$ 3,420.80	US
CARLISLE	2105-105	2105-105	HYDRAULICS VALVE ASSY DUAL	$ 3,562.25	US
CARLISLE	2105-106	2105-106	HYDRAULICS VALVE ASSY DUAL	$ 4,721.77	US
CARLISLE	2105-124	2105-124	HYDRAULICS VALVE ASSY DUAL	$ 4,016.72	US
CARLISLE	2105-125	2105-125	HYDRAULICS VALVE ASSY DUAL	$ 3,635.87	US
CARLISLE	2-1229-1	2-1229-1	SERVICE BRAKES BRK ASSY 20 1/4X5	$ 10,794.41	US
CARLISLE	2-1341-1	2-1341-1	SERVICE BRAKES BRK ASSY 22X5 ET	$ 5,559.10	US
CARLISLE	2-1374-1	2-1374-1	SERVICE BRAKES BRK ASSY 26X5 ET(MO)	$ 8,908.15	US
CARLISLE	221-102	221-102	HYDRAULICS ACTUATOR ASSY	$ 2,562.92	US
CARLISLE	221-104SP	221-104SP	HYDRAULICS ACTUATOR ASSY KIT	$ 3,415.44	US
CARLISLE	221-15	221-15	HYDRAULICS ACTUATOR ASSY	$ 3,530.31	US
CARLISLE	221-17	221-17	HYDRAULICS ACTUATOR ASSY	$ 4,450.01	US
CARLISLE	221-18SP	221-18SP	HYDRAULICS ACTUATOR ASSY KIT	$ 3,685.40	US
CARLISLE	221-46	221-46	HYDRAULICS ACTUATOR ASSY	$ 4,450.01	US
CARLISLE	2230E1175F	2230E1175F	SERVICE BRAKES PISTON KIT PD1425	$ 118.47	CA
CARLISLE	2230E1201F	2230E1201F	SERVICE BRAKES PISTON KIT SCL70	$ 835.19	CA
CARLISLE	2230E1227F	2230E1227F	SERVICE BRAKES PISTON KIT HDBC4225	$ 125.85	US
CARLISLE	2240L4848	2240L4848	DRUM BRAKES LINING-SERVICE	$ 31.64	US
CARLISLE	2240L4900	2240L4900	DRUM BRAKES LINING	$ 82.28	US
CARLISLE	2247W101	2247W101	DRUM BRAKE - COMPONENTS ROLLER	$ 254.08	US
CARLISLE	2258D1252	2258D1252	DRUM BRAKE - COMPONENTS SPRING-SHOE-RET	$ 74.57	US
CARLISLE	2258F370	2258F370	DRUM BRAKE - COMPONENTS SPRING	$ 65.64	US
CARLISLE	2264U1009	2264U1009	SERVICE BRAKES DUST SHIELD	$ 129.32	US
CARLISLE	2297E3541	2297E3541	DRUM BRAKES GUIDE WEDGE	$ 7.20	US
CARLISLE	2297W2779	2297W2779	DRUM BRAKES PLUNGER	$ 636.60	CA
CARLISLE	244-2516	244-2516	SERVICE BRAKES LINING ASSY G1 ES98.49	$ 434.24	JP
CARLISLE	244-549	244-549	SERVICE BRAKES LINING ASSY G2-5 ES16.86	$ 102.57	US
CARLISLE	244-7800	244-7800	SERVICE BRAKES LINING ASSY SCISSOR	$ 98.81	US
CARLISLE	244-7893	244-7893	SERVICE BRAKES LINING & ROTOR ASSY	$ 595.38	US
CARLISLE	25-7000	25-7000	HYDRAULICS COLLAR CLAMP	$ 21.18	US
CARLISLE	26-7435	26-7435	HYDRAULICS BUSHING SLEEVE NYLON	$ 10.62	US
CARLISLE	2740S5297	2740S5297	DRUM BRAKES ADJ END LINING	$ 237.81	US
CARLISLE	2740T5298	2740T5298	DRUM BRAKES ANCHOR END LINING	$ 80.69	US

CARLISLE	2758J36	2758J36	DRUM BRAKES BRK SHOE RETURN SPRING	$ 28.39	US
CARLISLE	295-100	295-100	SERVICE BRAKES PISTON HSG ASSY	$ 3,934.45	US
CARLISLE	295-21	295-21	SERVICE BRAKES PISTON HSG ASSY	$ 940.90	US
CARLISLE	295-22	295-22	SERVICE BRAKES PISTON HSG ASSY	$ 702.19	US
CARLISLE	295-37	295-37	SERVICE BRAKES PISTON HSG ASSY	$ 579.02	US
CARLISLE	295-7001SP	295-7001SP	SERVICE BRAKES PISTON HOUSING ASSY KIT	$ 673.22	US
CARLISLE	295-7004	295-7004	SERVICE BRAKES PISTON HSG ASSY F4	$ 940.95	US
CARLISLE	295-7005	295-7005	SERVICE BRAKES PISTON HSG ASSY F4	$ 826.16	US
CARLISLE	295-7006SP	295-7006SP	SERVICE BRAKES PISTON HOUSING ASSY F4...	$ 944.72	US
CARLISLE	295-7008SP	295-7008SP	SERVICE BRAKES PISTON HOUSING ASSY F4...	$ 806.28	US
CARLISLE	295-7010B	295-7010B	SERVICE BRAKES PISTON HSG ASSY	$ 392.41	US
CARLISLE	295-7011	295-7011	SERVICE BRAKES PISTON HSG ASSY	$ 826.13	US
CARLISLE	295-7012SP	295-7012SP	SERVICE BRAKES PISTON HOUSING ASSY KIT	$ 366.42	US
CARLISLE	295-7022	295-7022	SERVICE BRAKES ASSY PISTON HDBC	$ 549.66	US
CARLISLE	295-96	295-96	SERVICE BRAKES PISTON HSG ASSY	$ 2,741.27	US
CARLISLE	295-97	295-97	SERVICE BRAKES PISTON HSG ASSY	$ 3,439.48	US
CARLISLE	295-99	295-99	SERVICE BRAKES ASSY PISTON & HSG G2	$ 5,060.77	US
CARLISLE	304-197	304-197	HYDRAULICS OVERHAUL KIT MC (MO)	$ 175.35	US
CARLISLE	304-198	304-198	HYDRAULICS OVERHAUL KIT MC (MO)	$ 196.33	US
CARLISLE	304-250	304-250	SERVICE BRAKES OVERHAUL LINING KIT	$ 490.13	US
CARLISLE	304-252	304-252	SERVICE BRAKES OVERHAUL KIT G2	$ 469.04	US
CARLISLE	304-253	304-253	SERVICE BRAKES SPRING KIT G2-5	$ 978.34	US
CARLISLE	304-401	304-401	SERVICE BRAKES OVERHAUL ADJ KIT	$ 187.02	CA
CARLISLE	304-7004	304-7004	SERVICE BRAKES OVERHAUL KIT J6 ES97.9	$ 1,279.04	CA
CARLISLE	304-7009	304-7009	SERVICE BRAKES OVERHAUL KIT F4-25 (BF)	$ 541.57	US
CARLISLE	304-7013	304-7013	SERVICE BRAKES OVERHAUL KIT FF4-25 (MO)	$ 582.77	US
CARLISLE	304-7023	304-7023	PARK BRAKES OVERHAUL KIT RT CW CAM	$ 156.79	US
CARLISLE	304-7024	304-7024	PARK BRAKES OVERHAUL KIT RT BI CAM	$ 48.86	US
CARLISLE	304-7037	304-7037	SERVICE BRAKES OVERHAUL KIT M6-25	$ 1,357.14	US
CARLISLE	304-7055	304-7055	SERVICE BRAKES OVERHAUL KIT HH6 (MO-HT)	$ 653.61	US
CARLISLE	304-7059	304-7059	SERVICE BRAKES OVERHAUL KIT	$ 871.48	US
CARLISLE	304-7062	304-7062	PARK BRAKES OVERHAUL KIT RT CCW	$ 61.63	US
CARLISLE	304-7064	304-7064	PARK BRAKES KIT HARDWARE RT	$ 136.49	US
CARLISLE	304-7069	304-7069	SERVICE BRAKES OVERHAUL KIT FF-6	$ 234.81	US
CARLISLE	304-7071	304-7071	SERVICE BRAKES OVERHAUL KIT F4-20 (MO)	$ 398.11	US
CARLISLE	304-7072	304-7072	SERVICE BRAKES OVERHAUL KIT F4-25 MO	$ 552.69	US
CARLISLE	304-7077	304-7077	PARK BRAKES OVERHAUL KIT SA7000	$ 340.01	US
CARLISLE	304-7089	304-7089	PARK BRAKES OVERHAUL KIT RT CW CAM	$ 28.87	US
CARLISLE	304-7099	304-7099	PARK BRAKES HARDWARE KIT RT	$ 117.84	US

CARLISLE	304-7102	304-7102	PARK BRAKES HARDWARE KIT RT	$ 130.24	US
CARLISLE	304-7105	304-7105	PARK BRAKES BRK KIT ASSY RT	$ 145.48	US
CARLISLE	304-7118	304-7118	PARK BRAKES SEAL KIT INTENSIFIER	$ 62.24	US
CARLISLE	304-7124	304-7124	HYDRAULICS SPRING KIT 2100 DUAL	$ 149.90	US
CARLISLE	304-7127	304-7127	PARK BRAKES PARTS KIT SA7000	$ 63.52	US
CARLISLE	304-7163	304-7163	SERVICE BRAKES CROSSOVER TUBE KIT	$ 276.99	US
CARLISLE	304-7164	304-7164	SERVICE BRAKES CROSSOVER TUBE KIT	$ 192.63	US
CARLISLE	304-7165	304-7165	SERVICE BRAKES CROSSOVER TUBE KIT	$ 384.29	US
CARLISLE	304-7167	304-7167	HYDRAULICS SPRING KIT 2100 DUAL	$ 109.11	US
CARLISLE	304-7170	304-7170	PARK BRAKES SPRING KIT DISC SA7	$ 66.06	US
CARLISLE	304-7174	304-7174	SERVICE BRAKES OVERHAUL PARTS KIT SCL56	$ 1,778.05	US
CARLISLE	304-7175	304-7175	SERVICE BRAKES DUST SHIELD KIT	$ 278.44	US
CARLISLE	304-7179	304-7179	PARK BRAKES OVERHAUL KIT LP SA7000	$ 266.75	US
CARLISLE	304-7180	304-7180	PARK BRAKES OVERHAUL KIT LP SA7000	$ 477.09	US
CARLISLE	304-7187	304-7187	PARK BRAKES OVERHAUL KIT LH RT7000	$ 643.67	US
CARLISLE	304-7189	304-7189	PARK BRAKES OVERHAUL KIT RH RT7000	$ 643.67	US
CARLISLE	304-7192	304-7192	SERVICE BRAKES HDBC4225 PARK, PISTON	$ 724.49	US
CARLISLE	304-7193	304-7193	SERVICE BRAKES HDBC4225 PARK, PISTON	$ 728.83	US
CARLISLE	304-7196	304-7196	PARK BRAKES KIT PARTS SA7000	$ 131.23	US
CARLISLE	304-7204	304-7204	PARK BRAKES OVERHAUL KIT SA7 GEN 2	$ 379.28	US
CARLISLE	304-7206	304-7206	PARK BRAKES OVERHAUL KIT	$ 763.56	US
CARLISLE	304-7207	304-7207	PARK BRAKES OVERHAUL KIT SA14000	$ 331.80	US
CARLISLE	304-7208	304-7208	PARK BRAKES DISC SPRING KIT SA14000	$ 243.69	US
CARLISLE	304-7209	304-7209	PARK BRAKES CENTERING SPRING KIT	$ 11.91	US
CARLISLE	304-7218	304-7218	SERVICE BRAKES PISTON KIT CAP	$ 174.58	CA
CARLISLE	304-7219	304-7219	SERVICE BRAKES PISTON KIT	$ 316.83	US
CARLISLE	304-7241	304-7241	SERVICE BRAKES HRDWR KIT OUTER STATOR FC	$ 31.86	US
CARLISLE	304-7252	304-7252	SERVICE BRAKES SPRING KIT HDBC	$ 1,387.17	DE
CARLISLE	304-7253	304-7253	SERVICE BRAKES OVERHAUL KIT	$ 578.28	US
CARLISLE	304-7255	304-7255	SERVICE BRAKES PARK BRK SVC KIT HDBC	$ 364.34	CA
CARLISLE	304-7256	304-7256	SERVICE BRAKES PARK BRK SVC KIT HDBC...	$ 364.32	CA
CARLISLE	304-7280	304-7280	SERVICE BRAKES OVERHAUL KIT	$ 553.36	CA
CARLISLE	304-7286	304-7286	SERVICE BRAKES PISTON KIT HDBC4225	$ 692.53	US
CARLISLE	304-7287	304-7287	SERVICE BRAKES PARK BRK SVC KIT	$ 364.36	CA
CARLISLE	304-7288	304-7288	SERVICE BRAKES PARK BRK SVC KIT LOW TEMP	$ 395.07	CA
CARLISLE	304-7289	304-7289	SERVICE BRAKES PISTON KIT HDBC4225 LT	$ 706.66	US
CARLISLE	304-7290	304-7290	SERVICE BRAKES OVERHAUL KIT SCL56	$ 2,476.94	US
CARLISLE	304-7310	304-7310	PARK BRAKES SLEEVE/BOLT SUB-ASSY KIT	$ 104.18	US
CARLISLE	304-7311	304-7311	PARK BRAKES OVERHAUL KIT RT BRK	$ 202.43	US

CARLISLE	304-7312	304-7312	SERVICE BRAKES ENDPLATE KIT SCL19HC	$ 919.09	US
CARLISLE	304-7313	304-7313	SERVICE BRAKES CROSSOVER TUBE KIT	$ 217.20	US
CARLISLE	304-7315	304-7315	PARK BRAKES OVERHAUL KIT RT-7000	$ 752.74	US
CARLISLE	304-7325	304-7325	SERVICE BRAKES TORQUE PLATE KIT LH FC-L	$ 1,720.72	US
CARLISLE	304-7326	304-7326	SERVICE BRAKES TORQUE PLATE KIT RH FC-L	$ 1,695.87	US
CARLISLE	304-7331	304-7331	SERVICE BRAKES RETRACTOR ASSY KIT	$ 317.39	US
CARLISLE	304-7338	304-7338	SERVICE BRAKES OVERHAUL PARTS KIT SCL56	$ 3,592.88	US
CARLISLE	304-7339	304-7339	PARK BRAKES MOUNTING KIT	$ 236.59	US
CARLISLE	304-7340	304-7340	PARK BRAKES OVERHAUL KIT	$ 469.48	US
CARLISLE	304-7341	304-7341	PARK BRAKES SPRING KIT - URETHANE	$ 94.95	US
CARLISLE	304-7343	304-7343	PARK BRAKES PISTON KIT	$ 365.42	US
CARLISLE	304-7353	304-7353	PARK BRAKES OVERHAUL KIT RT	$ 141.87	US
CARLISLE	304-7363	304-7363	SERVICE BRAKES MOUNTING KITING SCL56HC	$ 1,111.40	US
CARLISLE	304-7364	304-7364	SERVICE BRAKES CROSSOVER TUBE KIT FF6	$ 210.06	US
CARLISLE	304-7377	304-7377	SERVICE BRAKES OVERHAUL PARTS KIT SCL56	$ 2,606.50	US
CARLISLE	304-7380	304-7380	SERVICE BRAKES OVERHAUL PARTS KIT SCL56	$ 3,392.51	US
CARLISLE	304-7381	304-7381	SERVICE BRAKES OVERHAUL PARTS KIT SCL56	$ 3,040.18	US
CARLISLE	304-7409	304-7409	HYDRAULICS KIT PARTS ADJUSTER (MO)	$ 36.35	US
CARLISLE	304-7411	304-7411	DRUM BRAKES KIT LEVER	$ 12.36	JP
CARLISLE	304-7464	304-7464	PARK BRAKES KIT OVERHAUL G2-7	$ 1,686.42	US
CARLISLE	304-7475SP	304-7475SP	SERVICE BRAKES KIT TORQUE PIN M6-29	$ 503.11	US
CARLISLE	304-7476SP	304-7476SP	SERVICE BRAKES KIT OVERHAUL HH6	$ 759.91	US
CARLISLE	304-7477SP	304-7477SP	SERVICE BRAKES KIT HARDWARE HH6	$ 275.77	US
CARLISLE	304-7478SP	304-7478SP	SERVICE BRAKES KIT TORQUE PIN HH6	$ 310.20	US
CARLISLE	304-7479SP	304-7479SP	SERVICE BRAKES KIT ENDPLATE SCL56	$ 1,070.63	US
CARLISLE	304-7480SP	304-7480SP	SERVICE BRAKES KIT OVERHAUL J6	$ 1,866.68	US
CARLISLE	304-7481SP	304-7481SP	SERVICE BRAKES KIT OVERHAUL SCL2	$ 941.64	US
CARLISLE	304-7482SP	304-7482SP	SERVICE BRAKES KIT ENDPLATE SCL2	$ 290.34	US
CARLISLE	304-7483SP	304-7483SP	PARK BRAKES KIT OVERHAUL G2-7	$ 2,181.02	US
CARLISLE	304-7484SP	304-7484SP	SERVICE BRAKES KIT TORQUE PIN M6-29	$ 503.11	US
CARLISLE	304-7485SP	304-7485SP	SERVICE BRAKES KIT OVERHAUL M6-29	$ 1,563.03	US
CARLISLE	304-7486SP	304-7486SP	SERVICE BRAKES KIT- OVERHAIL HDBC4225	$ 5,476.10	US
CARLISLE	304-7487SP	304-7487SP	SERVICE BRAKES KIT OVERHAUL SCL2	$ 935.44	US
CARLISLE	304-7488SP	304-7488SP	SERVICE BRAKES KIT OVERHAUL SCL53	$ 1,580.78	US
CARLISLE	304-7489SP	304-7489SP	SERVICE BRAKES KIT THREADED CAP HDB640	$ 327.87	US
CARLISLE	304-7490	304-7490	SERVICE BRAKES KIT OVERHAUL J6	$ 1,236.44	US
CARLISLE	304-7491SP	304-7491SP	SERVICE BRAKES KIT OVERHAUL SCL2	$ 981.58	US
CARLISLE	304-7492SP	304-7492SP	SERVICE BRAKES KIT ENDPLATE PD1425	$ 1,045.84	US
CARLISLE	304-7493SP	304-7493SP	PARK BRAKES KIT OVERHAUL G2-7	$ 2,112.45	US

CARLISLE	304-7494SP	304-7494SP	PARK BRAKES KIT HARDWARE G2-7	$ 646.02	US
CARLISLE	304-7495SP	304-7495SP	SERVICE BRAKES KIT TORQUE PIN HH6	$ 671.25	US
CARLISLE	304-7496SP	304-7496SP	SERVICE BRAKES KIT HARDWARE HH6	$ 343.39	US
CARLISLE	304-7497SP	304-7497SP	SERVICE BRAKES KIT OVERHAUL HH6	$ 851.13	US
CARLISLE	304-7498SP	304-7498SP	SERVICE BRAKES KIT OVERHAUL SCL2	$ 1,276.58	US
CARLISLE	304-7499SP	304-7499SP	PARK BRAKES KIT OVERHAUL SCL25	$ 1,554.40	US
CARLISLE	304-7500SP	304-7500SP	SERVICE BRAKES KIT OVERHUAL SCL2	$ 1,013.59	US
CARLISLE	304-7501SP	304-7501SP	SERVICE BRAKES KIT OVERHAUL HDBC4225	$ 3,361.25	US
CARLISLE	304-7502SP	304-7502SP	SERVICE BRAKES KIT OVERHAUL M6-29	$ 1,288.65	US
CARLISLE	304-7503SP	304-7503SP	SERVICE BRAKES KIT OVERHAUL M6-29	$ 2,758.55	US
CARLISLE	304-7504SP	304-7504SP	SERVICE BRAKES KIT HARDWARE M6-29	$ 345.56	US
CARLISLE	304-7505SP	304-7505SP	SERVICE BRAKES KIT TORQUE PIN AA4	$ 301.70	US
CARLISLE	304-7506SP	304-7506SP	SERVICE BRAKES KIT HARDWARE AA4	$ 251.20	US
CARLISLE	304-7507SP	304-7507SP	SERVICE BRAKES KIT OVERHAUL AA4	$ 801.38	US
CARLISLE	304-7508SP	304-7508SP	SERVICE BRAKES KIT OVERHAUL PD1425	$ 2,420.17	US
CARLISLE	304-7509SP	304-7509SP	SERVICE BRAKES KIT PISTON LT	$ 287.27	US
CARLISLE	304-7510SP	304-7510SP	SERVICE BRAKES KIT OVERHAUL LT	$ 648.54	US
CARLISLE	304-7511SP	304-7511SP	SERVICE BRAKES KIT HARDWARE M4	$ 318.84	US
CARLISLE	304-7512SP	304-7512SP	SERVICE BRAKES KIT OVERHAUL HDBC4225	$ 3,117.70	US
CARLISLE	304-7513	304-7513	SERVICE BRAKES KIT OVERHAUL SCL1927	$ 1,817.85	US
CARLISLE	304-7520	304-7520	SERVICE BRAKES KIT-OVERHAUL SCL19	$ 2,607.17	US
CARLISLE	304W203	304W203	SERVICE BRAKES OVERHAUL KIT G1	$ 398.33	JP
CARLISLE	304W7005	304W7005	SERVICE BRAKES AIR CHAMBER OVERHAUL KIT	$ 103.08	US
CARLISLE	305-131	305-131	SERVICE BRAKES SPRING KIT ET 20.25X5	$ 241.07	US
CARLISLE	305-132	305-132	SERVICE BRAKES SPRING KIT ET	$ 744.68	US
CARLISLE	305-134	305-134	SERVICE BRAKES SPRING KIT ET 22X5	$ 941.77	US
CARLISLE	305-300	305-300	SERVICE BRAKES SPRING KIT ET	$ 663.84	US
CARLISLE	305-7010	305-7010	HYDRAULICS SPRING KIT 2100 DUAL	$ 205.87	US
CARLISLE	305-7013	305-7013	SERVICE BRAKES SPRING KIT G2-6	$ 638.23	US
CARLISLE	305-7014	305-7014	SERVICE BRAKES SPRING KIT G2-7	$ 949.20	US
CARLISLE	305-7030	305-7030	HYDRAULICS SPRING KIT 2100 DUAL	$ 228.88	US
CARLISLE	305-7035	305-7035	HYDRAULICS SPRING KIT 2100 SINGLE	$ 151.35	US
CARLISLE	305-7038	305-7038	HYDRAULICS SPRING KIT 2100 SINGLE	$ 150.49	US
CARLISLE	305-7047	305-7047	HYDRAULICS SPRING KIT	$ 161.59	US
CARLISLE	305-7058	305-7058	HYDRAULICS SPRING KIT 2100 DUAL	$ 185.68	US
CARLISLE	305-7060	305-7060	PARK BRAKES SPRING KIT SA7000 LP &	$ 173.23	US
CARLISLE	305-7061	305-7061	PARK BRAKES SPRING KIT URETHANE	$ 40.37	US
CARLISLE	305-7302	305-7302	SERVICE BRAKES SPRING KIT RETRACTING ET	$ 543.42	US
CARLISLE	305-7303	305-7303	SERVICE BRAKES SPRING KIT RETRACTING ET	$ 403.26	US

CARLISLE	306-106	306-106	SERVICE BRAKES SEAL KIT C2 (MO)	$ 24.71	US
CARLISLE	306-107	306-107	HYDRAULICS SEAL KIT ADJ ASSY	$ 88.15	US
CARLISLE	306-142	306-142	SEAL KIT SEAL KIT A4 (BF)	$ 31.81	US
CARLISLE	306-143	306-143	SEAL KIT SEAL KIT A4 (MO)	$ 33.47	US
CARLISLE	306-144	306-144	SERVICE BRAKES SEAL KIT A2 (BF)	$ 36.59	US
CARLISLE	306-145	306-145	SEAL KIT SEAL KIT A2 B2 (BF)	$ 29.78	US
CARLISLE	306-149	306-149	HYDRAULICS SEAL KIT MC (MO)	$ 98.73	US
CARLISLE	306-150	306-150	HYDRAULICS SEAL KIT MC (BF)	$ 162.13	US
CARLISLE	306-152	306-152	SEAL KIT SEAL KIT G6 (MO)	$ 73.92	US
CARLISLE	306-154	306-154	SERVICE BRAKES SEAL KIT G6 (BF)	$ 914.09	US
CARLISLE	306-158	306-158	SERVICE BRAKES SEAL KIT HH6 (BF)	$ 122.81	TW
CARLISLE	306-159	306-159	SEAL KIT SEAL KIT HH6 (MO)	$ 108.09	TW
CARLISLE	306-160	306-160	SEAL KIT SEAL KIT H6 (BF)	$ 47.18	TW
CARLISLE	306-161	306-161	SERVICE BRAKES SEAL KIT H4 (BF)	$ 52.28	TW
CARLISLE	306-161E	306-161E	SERVICE BRAKES SEAL KIT H4 (BF)	$ 31.01	US
CARLISLE	306-166	306-166	SEAL KIT SEAL KIT H6HT (MO)	$ 57.84	TW
CARLISLE	306-167	306-167	SERVICE BRAKES SEAL KIT F4 (BF)	$ 83.68	US
CARLISLE	306-169	306-169	SEAL KIT SEAL KIT K4 (BF)	$ 66.48	US
CARLISLE	306-176	306-176	SEAL KIT SEAL KIT G2-5 (MO)	$ 87.02	US
CARLISLE	306-180	306-180	SERVICE BRAKES SEAL KIT HH6HT (MO)	$ 260.39	US
CARLISLE	306-197	306-197	SEAL KIT SEAL KIT F4 (MO)	$ 46.47	US
CARLISLE	306-199	306-199	HYDRAULICS SEAL KIT MC (MO)	$ 64.84	US
CARLISLE	306-200	306-200	SERVICE BRAKES SEAL KIT MC (MO)	$ 74.49	US
CARLISLE	306-201	306-201	SERVICE BRAKES SEAL KIT K4 (MO)	$ 228.81	US
CARLISLE	306-203	306-203	SERVICE BRAKES SEAL KIT J6 L6 (BF)	$ 192.46	TW
CARLISLE	306-203E	306-203E	SERVICE BRAKES SEAL KIT J6 L6 (BF)	$ 195.37	US
CARLISLE	306-2050	306-2050	SERVICE BRAKES SEAL KIT MHH6 (MO)	$ 435.11	US
CARLISLE	306-219	306-219	SERVICE BRAKES SEAL KIT G2-5 (MO)	$ 333.92	US
CARLISLE	306-221	306-221	HYDRAULICS SEAL KIT ADJ (MO)	$ 46.06	US
CARLISLE	306-224	306-224	HYDRAULICS SEAL KIT ACTUATOR MC (MO)	$ 43.99	US
CARLISLE	306-231	306-231	SEAL KIT SEAL KIT J6 L6 (MO)	$ 155.08	TW
CARLISLE	306-232	306-232	SEAL KIT SEAL KIT HH6S (BF)	$ 145.26	TW
CARLISLE	306-233	306-233	SERVICE BRAKES SEAL KIT HH6S (MO)	$ 145.26	TW
CARLISLE	306-336	306-336	SEAL KIT SEAL KIT J6S L6S (MO)	$ 325.55	US
CARLISLE	306-339	306-339	SEAL KIT SEAL KIT M6 (BF)	$ 161.31	US
CARLISLE	306-340	306-340	SERVICE BRAKES SEAL KIT M4 (BF)	$ 121.00	US
CARLISLE	306-340E	306-340E	SERVICE BRAKES SEAL KIT M4 (BF)	$ 121.25	US
CARLISLE	306-345	306-345	SERVICE BRAKES SEAL KIT A4 B2 (MO)	$ 73.70	US
CARLISLE	306-350	306-350	SEAL KIT SEAL KIT G2 (MO)	$ 220.24	US

CARLISLE	306-7000	306-7000	HYDRAULICS SEAL KIT 2100 SINGLE	$ 151.13	US
CARLISLE	306-7001	306-7001	HYDRAULICS SEAL KIT 2100 DUAL	$ 147.96	US
CARLISLE	306-7004	306-7004	HYDRAULICS BOOT KIT 2100	$ 19.43	US
CARLISLE	306-7010	306-7010	SERVICE BRAKES SEAL KIT SCL2 (BF-HT)	$ 255.51	US
CARLISLE	306-7011	306-7011	SERVICE BRAKES SEAL KIT J6 (MO)	$ 664.61	US
CARLISLE	306-7011E	306-7011E	SERVICE BRAKES SEAL KIT J6 (MO)	$ 373.34	US
CARLISLE	306-7012	306-7012	SERVICE BRAKES SEAL KIT MHH6S (MO)	$ 276.08	US
CARLISLE	306-7013	306-7013	HYDRAULICS SEAL KIT ADJ (MO)	$ 97.66	US
CARLISLE	306-7014	306-7014	SERVICE BRAKES BOOT KIT G1	$ 43.18	TW
CARLISLE	306-7015	306-7015	SERVICE BRAKES SEAL KIT HH6S (BF)	$ 259.08	TW
CARLISLE	306-7016	306-7016	HYDRAULICS SEAL KIT 1100 (MO)	$ 51.10	US
CARLISLE	306-7017	306-7017	HYDRAULICS SEAL KIT 1100 HYD	$ 100.00	US
CARLISLE	306-7020	306-7020	SERVICE BRAKES SEAL KIT AA4	$ 59.37	US
CARLISLE	306-7021	306-7021	HYDRAULICS SEAL KIT 2100 DUAL	$ 141.96	US
CARLISLE	306-7026	306-7026	SERVICE BRAKES SEAL KIT FF4 (MO)	$ 58.93	US
CARLISLE	306-7027	306-7027	SERVICE BRAKES SEAL KIT AA2 (BF)	$ 114.35	US
CARLISLE	306-7030	306-7030	SERVICE BRAKES SEAL KIT LT (BF)	$ 85.05	US
CARLISLE	306-7032	306-7032	SERVICE BRAKES SEAL KIT H6 (MO)	$ 102.42	TW
CARLISLE	306-7038	306-7038	HYDRAULICS PARTS KIT DUAL STAGED	$ 116.82	US
CARLISLE	306-7042	306-7042	SERVICE BRAKES SEAL KIT M4 (BF)	$ 175.53	TW
CARLISLE	306-7044	306-7044	SERVICE BRAKES SEAL KIT M6V (MO)	$ 309.08	US
CARLISLE	306-7045	306-7045	SEAL KIT SEAL KIT H6/HH6V (MO)	$ 124.26	US
CARLISLE	306-7046	306-7046	SERVICE BRAKES SEAL KIT H6/HH6V (MO)	$ 169.85	US
CARLISLE	306-7048	306-7048	HYDRAULICS SEAL KIT 2106 (MO)	$ 246.42	US
CARLISLE	306-7049	306-7049	PARK BRAKES SEAL KIT SA7000 HP(MO)	$ 52.42	US
CARLISLE	306-7052	306-7052	SERVICE BRAKES KIT M6 VS(MO)	$ 411.21	US
CARLISLE	306-7054	306-7054	SERVICE BRAKES KIT M6 S (MO)	$ 350.40	TW
CARLISLE	306-7055	306-7055	SEAL KIT SEAL KIT M6 HNBR(MO)	$ 136.49	US
CARLISLE	306-7056	306-7056	HYDRAULICS SEAL KIT DUAL VALVE	$ 118.48	US
CARLISLE	306-7060	306-7060	SEAL KIT SEAL KIT J6/HNBR (MO)	$ 159.61	US
CARLISLE	306-7067	306-7067	SERVICE BRAKES SEAL KIT HH6 (MO-HT)	$ 250.89	US
CARLISLE	306-7072	306-7072	SEAL KIT SEAL KIT M4 HNBR (MO)	$ 176.83	US
CARLISLE	306-7073	306-7073	SERVICE BRAKES SEAL KIT M4 HNBR (MO)	$ 254.33	US
CARLISLE	306-7076	306-7076	SERVICE BRAKES SEAL KIT HMB 14 2 (MO)	$ 91.20	US
CARLISLE	306-7080	306-7080	HYDRAULICS SEAL KIT ADJ (MO)	$ 138.09	US
CARLISLE	306-7086	306-7086	SERVICE BRAKES SEAL KIT HMB 6 18 (MO)	$ 554.31	US
CARLISLE	306-7087	306-7087	SERVICE BRAKES SEAL KIT J6 (MO) S	$ 282.22	TW
CARLISLE	306-7089	306-7089	PARK BRAKES SEAL KIT SA7000	$ 63.83	US
CARLISLE	306-7090	306-7090	PARK BRAKES SEAL KIT SA7000 LP (MO)	$ 69.40	US

CARLISLE	306-7092	306-7092	HYDRAULICS SEAL KIT 2102-201 (MO)	$ 146.73	US
CARLISLE	306-7094	306-7094	HYDRAULICS SEAL KIT ADJ (MO)	$ 53.21	US
CARLISLE	306-7100	306-7100	HYDRAULICS SEAL KIT 2100	$ 155.46	US
CARLISLE	306-7112	306-7112	SERVICE BRAKES SEAL KIT FOR 419-8048	$ 329.99	US
CARLISLE	306-7124	306-7124	SERVICE BRAKES SEAL KIT M4 S (MO)	$ 119.77	TW
CARLISLE	306-7127	306-7127	SERVICE BRAKES SEAL KIT J6 VS (MO)	$ 309.25	US
CARLISLE	306-7131	306-7131	SERVICE BRAKES SEAL KIT	$ 1,325.25	US
CARLISLE	306-7132	306-7132	SERVICE BRAKES SEAL KIT HDBC4225 LT	$ 200.21	US
CARLISLE	306-7139	306-7139	SERVICE BRAKES SEAL KIT FF6	$ 119.55	US
CARLISLE	306-7143	306-7143	SERVICE BRAKES SEAL KIT FC	$ 127.11	US
CARLISLE	306-7144	306-7144	PARK BRAKES SEAL KIT & CURE DATE	$ 26.57	US
CARLISLE	306-7147	306-7147	SERVICE BRAKES SEAL KIT FCL	$ 82.69	TW
CARLISLE	306-7149	306-7149	SERVICE BRAKES SEAL KIT M6-29	$ 127.55	US
CARLISLE	306-7151	306-7151	SERVICE BRAKES SEAL KIT	$ 123.73	US
CARLISLE	306-7157	306-7157	SERVICE BRAKES SEAL KIT (MO)	$ 99.55	US
CARLISLE	306-7159	306-7159	SERVICE BRAKES SEAL KIT HDBC4225 LT	$ 428.04	US
CARLISLE	306-7162	306-7162	SERVICE BRAKES SEAL KIT HDBC4225	$ 158.28	US
CARLISLE	306-7163	306-7163	SERVICE BRAKES SEAL KIT HDBC4225 LT	$ 306.41	US
CARLISLE	306-7171	306-7171	SERVICE BRAKES SEAL KIT SCL2 HNRB (MO)	$ 128.18	MX
CARLISLE	306-7174	306-7174	PARK BRAKES SEAL KIT	$ 1,504.22	US
CARLISLE	306-7195	306-7195	SERVICE BRAKES SEAL KIT SCL56HC	$ 826.38	US
CARLISLE	306-7198	306-7198	SERVICE BRAKES SEAL KIT SCL59 LT	$ 67.07	US
CARLISLE	306-7205	306-7205	SERVICE BRAKES KIT SEAL FF6 MO O-RING	$ 159.23	US
CARLISLE	306-7206	306-7206	SERVICE BRAKES KIT SEAL F4 MO O-RING	$ 103.21	MX
CARLISLE	306-7208	306-7208	SERVICE BRAKES KIT SEAL H6/HH6 MO	$ 215.78	US
CARLISLE	306-7382	306-7382	SERVICE BRAKES SEAL KIT A4	$ 84.72	US
CARLISLE	306-7384	306-7384	SERVICE BRAKES SEAL KIT AA4 (BF)	$ 85.20	US
CARLISLE	306-96	306-96	HYDRAULICS SEAL KIT C2 (BF)	$ 27.32	US
CARLISLE	308-7004	308-7004	HYDRAULICS SPOOL/SLEEVE KIT 2100	$ 734.38	US
CARLISLE	308-7007	308-7007	HYDRAULICS SPOOL/SLEEVE KIT 2100	$ 1,388.20	US
CARLISLE	308-7008	308-7008	HYDRAULICS SPOOL/SLEEVE KIT 2100	$ 810.40	US
CARLISLE	308-7009	308-7009	HYDRAULICS SPOOL/SLEEVE KIT 2100	$ 501.45	US
CARLISLE	308-7014	308-7014	HYDRAULICS SPOOL/SLEEVE KIT 2100	$ 1,391.77	US
CARLISLE	3107S1189	3107S1189	SERVICE BRAKES COLLAR FIN	$ 360.09	US
CARLISLE	3200-0515	3200-0515	PARK BRAKES KIT RT BRAKE ASSY	$ 122.49	US
CARLISLE	3200-1741	3200-1741	HYDRAULICS VALVE ASSY TANDEM 1800 PS	$ 1,347.38	US
CARLISLE	32-255	32-255	HYDRAULICS CAP MASTER CYLINDER	$ 485.67	US
CARLISLE	32-260	32-260	HYDRAULICS CAP MASTER CYLINDER	$ 269.58	US
CARLISLE	32-331	32-331	HYDRAULICS CAP AUTOMATIC ADJ	$ 930.80	US

CARLISLE	32-378	32-378	SERVICE BRAKES CAP INLET B2 7/16-20	$ 185.74	US
CARLISLE	32-410	32-410	HYDRAULICS CAP INLET B2 1/2-20	$ 206.17	US
CARLISLE	32-411	32-411	SERVICE BRAKES CAP PISTON G6	$ 342.33	US
CARLISLE	32-453	32-453	HYDRAULICS CAP MASTER CYLINDER	$ 497.19	US
CARLISLE	32-507	32-507	SERVICE BRAKES CAP PISTON G2-5	$ 379.52	US
CARLISLE	32-627	32-627	SERVICE BRAKES CAP PISTON G2-6 7	$ 573.31	US
CARLISLE	32-7629	32-7629	HYDRAULICS CP INLET A SERIES	$ 103.61	US
CARLISLE	32-7630	32-7630	SERVICE BRAKES CAP PISTON J6	$ 232.04	US
CARLISLE	328-109-1	328-109-1	SERVICE BRAKES LINING KIT ET 20 1/4X7	$ 1,680.14	US
CARLISLE	328-7	328-7	HYDRAULICS SEAL KIT MASTER	$ 33.84	US
CARLISLE	328-71-1	328-71-1	SERVICE BRAKES LINING KIT 20 1/4X5	$ 1,427.49	US
CARLISLE	328-730	328-730	SERVICE BRAKES LINING KIT H6 ES 97.9	$ 259.90	US
CARLISLE	328-733	328-733	SERVICE BRAKES LINING KIT M6-29 ES 97.9	$ 706.85	US
CARLISLE	328-741	328-741	SERVICE BRAKES LINING KIT M4 ES 97.9	$ 319.59	US
CARLISLE	328-742	328-742	SERVICE BRAKES LINING KIT M6-25 ES 97.9	$ 392.41	US
CARLISLE	328-7829	328-7829	SERVICE BRAKES LINING KIT-AM H(H)6	$ 217.26	US
CARLISLE	328-7830	328-7830	SERVICE BRAKES LINING KIT	$ 298.11	US
CARLISLE	328-7834	328-7834	SERVICE BRAKES LINING KIT M4 ES 97.46	$ 186.59	US
CARLISLE	328-7835	328-7835	SERVICE BRAKES KIT LINING M6-26 ES	$ 239.27	US
CARLISLE	328-7836	328-7836	SERVICE BRAKES KIT LINING M6-29 ES	$ 266.64	US
CARLISLE	328-7874	328-7874	SERVICE BRAKES LINING KIT HMB 6-18	$ 142.95	US
CARLISLE	328-7885	328-7885	SERVICE BRAKES LINING/ROTOR KIT	$ 2,031.49	US
CARLISLE	328-7893	328-7893	SERVICE BRAKES LINING KIT M4	$ 213.12	US
CARLISLE	328-7901	328-7901	SERVICE BRAKES LINING KIT	$ 693.16	US
CARLISLE	328-7902	328-7902	SERVICE BRAKES LINING KIT SCL2 NF-782	$ 10.11	US
CARLISLE	328-7921	328-7921	SERVICE BRAKES OVERHAUL KIT M4	$ 970.65	CA
CARLISLE	328-7925E	328-7925E	SERVICE BRAKES OVERHAUL KIT HH6	$ 774.71	US
CARLISLE	328-7926	328-7926	SERVICE BRAKES LINING KIT	$ 261.49	US
CARLISLE	328-7932	328-7932	SERVICE BRAKES LINING KIT HDBC4225	$ 666.49	US
CARLISLE	328-7942	328-7942	PARK BRAKES LINING KIT	$ 279.12	US
CARLISLE	328-7948	328-7948	SERVICE BRAKES LINING KIT FF6	$ 1,470.25	US
CARLISLE	328-7954	328-7954	PARK BRAKES KIT LINING RT BRAKE ASSY	$ 68.39	US
CARLISLE	328-7958	328-7958	SERVICE BRAKES LINING KIT ASSY SCL2	$ 258.60	US
CARLISLE	328-7959	328-7959	SERVICE BRAKES LINING KIT	$ 249.75	US
CARLISLE	328-7971SP	328-7971SP	SERVICE BRAKES KIT LINING J6	$ 511.06	US
CARLISLE	328-8	328-8	HYDRAULICS SEAL KIT MASTER	$ 40.06	US
CARLISLE	328-91-1	328-91-1	SERVICE BRAKES LINING KIT ET 201/4X3	$ 2,629.09	US
CARLISLE	3719A53	3719A53	DRUM BRAKES DRUM BRK	$ 623.74	US
CARLISLE	3719C55	3719C55	DRUM BRAKES DRUM BRK	$ 263.82	US

CARLISLE	3719H190	3719H190	DRUM BRAKES DRUM BRK	$ 295.04	US
CARLISLE	3719K115	3719K115	DRUM BRAKES DRUM BRK	$ 339.21	US
CARLISLE	3719K167	3719K167	DRUM BRAKES DRUM BRK	$ 602.95	US
CARLISLE	3719L64	3719L64	DRUM BRAKES DRUM BRK FIN	$ 296.64	US
CARLISLE	3719M91	3719M91	DRUM BRAKES DRUM BRK	$ 696.27	US
CARLISLE	3719U99	3719U99	DRUM BRAKES DRUM BRK	$ 573.07	US
CARLISLE	3719V178	3719V178	DRUM BRAKES DRUM BRK FIN	$ 478.14	US
CARLISLE	3719V74SP	3719V74SP	DRUM BRAKES DRUM BRAKE KIT	$ 257.04	US
CARLISLE	3719W75	3719W75	DRUM BRAKES DRUM BRK	$ 753.69	US
CARLISLE	379-16	379-16	HYDRAULICS GASKET MASTER CYLINDER	$ 8.18	US
CARLISLE	380-50	380-50	SERVICE BRAKES SHIM PACK KIT F4	$ 189.76	US
CARLISLE	380-54	380-54	SERVICE BRAKES SHIM PACK KIT G2	$ 74.06	US
CARLISLE	380-57	380-57	SERVICE BRAKES SHIM PACK KIT G2	$ 168.16	US
CARLISLE	380-7186	380-7186	HYDRAULICS ASSY KIT 116-186	$ 227.63	US
CARLISLE	380-7187	380-7187	HYDRAULICS HARDWARE KIT 1100	$ 26.53	US
CARLISLE	380-7191	380-7191	HYDRAULICS SHIM PACK KIT 1100	$ 51.38	US
CARLISLE	380-7214	380-7214	SERVICE BRAKES PARTS KIT FF6	$ 257.04	US
CARLISLE	382-7000	382-7000	SERVICE BRAKES SNAP RING KIT	$ 516.62	US
CARLISLE	390-20	390-20	HYDRAULICS ROTOCHAMBER 36 SQ IN	$ 1,220.41	US
CARLISLE	390-21	390-21	HYDRAULICS ROTOCHAMBER 50 SQ IN	$ 1,714.98	US
CARLISLE	394-65	394-65	HYDRAULICS ROTOCHAMBER-TYPE 50	$ 1,275.09	US
CARLISLE	40-201-1	40-201-1	HYDRAULICS SPRING TAP .520 OD	$ 4.86	US
CARLISLE	40-224	40-224	HYDRAULICS SPRING COM 2.36 ID	$ 56.63	US
CARLISLE	40-339	40-339	HYDRAULICS SPRING COM 2.062 OD	$ 27.93	US
CARLISLE	40-343-1	40-343-1	SPRING SPRING 1.660 OD .720 ID	$ 122.83	US
CARLISLE	40-415	40-415	HYDRAULICS SPRING COM .865 OD	$ 37.51	US
CARLISLE	40-577	40-577	HYDRAULICS SPRING COM 1.75 OD	$ 6.10	US
CARLISLE	40-591	40-591	HYDRAULICS SPRING COM 2.312 OD	$ 31.75	US
CARLISLE	40-7811	40-7811	HYDRAULICS SPRING DIE	$ 19.79	US
CARLISLE	40-7824	40-7824	HYDRAULICS SPRING TORQUE .600 OD	$ 37.42	US
CARLISLE	40-7825	40-7825	HYDRAULICS SPRING TORQUE .600 OD	$ 37.42	US
CARLISLE	40-7845	40-7845	HYDRAULICS SPRING COM 1.55 OD	$ 7.94	US
CARLISLE	40-7846	40-7846	HYDRAULICS SPRING COM .185 OD	$ 8.36	US
CARLISLE	40-7849	40-7849	HYDRAULICS SPRING COM .980 OD .50	$ 39.55	US
CARLISLE	40-7852	40-7852	HYDRAULICS SPRING COM .980 OD .50	$ 23.13	US
CARLISLE	40-7853	40-7853	HYDRAULICS SPRING COM 1.61 OD	$ 7.76	US
CARLISLE	40-7855	40-7855	HYDRAULICS SPRING COM .900 OD	$ 11.76	US
CARLISLE	40-7867	40-7867	HYDRAULICS SPRING COM 1.00 OD	$ 8.45	US
CARLISLE	40-7886	40-7886	HYDRAULICS SPRING COM 2.31 OD	$ 30.65	US

CARLISLE	40-800	40-800	HYDRAULICS SPRING COM 2.25 OD	$ 21.19	US
CARLISLE	419-151-3	419-151-3	SERVICE BRAKES BRK ASSY A4 EPDM SQ BF	$ 1,512.45	US
CARLISLE	419-151-4	419-151-4	SERVICE BRAKES BRK ASSY A4 EPDM SQ BF	$ 1,512.39	US
CARLISLE	419-154-1	419-154-1	SERVICE BRAKES BRK ASSY A2 EPDM SQ BF	$ 1,277.26	US
CARLISLE	419-182-1	419-182-1	SERVICE BRAKES BRK ASSY B2 EPDM SQ BF	$ 1,793.26	US
CARLISLE	419-186-3	419-186-3	SERVICE BRAKES BRK ASSY A4 EDPM SQ BF	$ 1,364.73	US
CARLISLE	419-186-4	419-186-4	SERVICE BRAKES BRK ASSY A4 EPDM SQ BF	$ 1,364.73	US
CARLISLE	419-2090-3	419-2090-3	SERVICE BRAKES BRK ASSY MHH6 NBR BVL	$ 3,395.57	US
CARLISLE	419-2090-4	419-2090-4	SERVICE BRAKES BRK ASSY MHH6 S NBR	$ 3,395.88	US
CARLISLE	419-327-3	419-327-3	SERVICE BRAKES BRK ASSY A4 EPDM SQ BF	$ 1,514.74	US
CARLISLE	419-327-4	419-327-4	SERVICE BRAKES BRK ASSY A4 EPDM SQ BF	$ 1,514.74	US
CARLISLE	419-350SP	419-350SP	SERVICE BRAKES BRAKE ASSY K4 EPDM SQ...	$ 2,262.87	US
CARLISLE	419-386-2	419-386-2	SERVICE BRAKES BRK ASSY H4 EPDM SQ H	$ 1,395.65	US
CARLISLE	419-387-1	419-387-1	SERVICE BRAKES BRK ASSY H6 EPDM SQ H	$ 1,608.79	US
CARLISLE	419-402-1	419-402-1	SERVICE BRAKES BRK ASSY HH6 EPDM SQ H	$ 2,217.11	US
CARLISLE	419-403-1	419-403-1	SERVICE BRAKES BRK ASSY HH6 VITON SQ	$ 2,196.77	US
CARLISLE	419-457-1	419-457-1	SERVICE BRAKES BRK ASSY H6 EPDM SQ H	$ 1,564.09	US
CARLISLE	419-477-1	419-477-1	SERVICE BRAKES BRK ASSY HH6 NIT	$ 2,125.68	US
CARLISLE	419-486-1	419-486-1	SERVICE BRAKES BRK ASSY A4 EPDM SQ	$ 1,798.94	US
CARLISLE	419-496-2	419-496-2	SERVICE BRAKES BRK ASSY H6 NIT SQ MO	$ 1,589.60	US
CARLISLE	419-501	419-501	SERVICE BRAKES BRK ASSY K4 NIT SQ MO	$ 2,431.28	US
CARLISLE	419-619	419-619	SERVICE BRAKES BRK ASSY G2-5 NIT	$ 5,085.11	US
CARLISLE	419-658-1	419-658-1	SERVICE BRAKES BRK ASSY H6 EPDM SQ BF	$ 2,331.46	US
CARLISLE	419-664-1	419-664-1	SERVICE BRAKES BRK ASSY HH6 ES13.69E	$ 2,537.74	US
CARLISLE	419-665-1	419-665-1	SERVICE BRAKES BRK BVL MO NF-782	$ 2,559.80	US
CARLISLE	419-787-3	419-787-3	SERVICE BRAKES BRK ASSY M6-29 ES13.99	$ 2,715.75	US
CARLISLE	419-787-4	419-787-4	SERVICE BRAKES BRK ASSY M6-29 ES13.69	$ 2,715.38	US
CARLISLE	419-7894	419-7894	SERVICE BRAKES BRK ASSY A4 EPDM SQ BF	$ 1,485.78	US
CARLISLE	419-7896	419-7896	SERVICE BRAKES BRK ASSY HH6 ES13.69E	$ 2,991.60	US
CARLISLE	419-7897	419-7897	SERVICE BRAKES BRK ASSY HH6 ES13.69E	$ 3,043.55	US
CARLISLE	419-7903	419-7903	SERVICE BRAKES BRK ASSY G6 BF ES13.72	$ 4,557.01	US
CARLISLE	419-7905SP	419-7905SP	SERVICE BRAKES BRAKE ASSY G6 NIT...	$ 3,956.26	US
CARLISLE	419-7906	419-7906	SERVICE BRAKES BRK ASSY G6 NIT O-RING	$ 3,947.29	US
CARLISLE	419-7913-1	419-7913-1	SERVICE BRAKES BRK ASSY AA4 EPDM SQ	$ 1,528.92	US
CARLISLE	419-7921	419-7921	SERVICE BRAKES BRK ASSY A4 NIT SQ MO	$ 1,378.56	US
CARLISLE	419-7922	419-7922	SERVICE BRAKES BRK ASSY B2 NIT SQ MO	$ 1,821.73	US
CARLISLE	419-7923	419-7923	SERVICE BRAKES BRK ASSY C2 NIT O-RING	$ 2,018.92	US
CARLISLE	419-7933	419-7933	SERVICE BRAKES BRK ASSY B2 NIT SQ MO	$ 1,675.16	US
CARLISLE	419-7935	419-7935	SERVICE BRAKES BRK ASSY B2 EPDM SQ	$ 1,709.02	US

CARLISLE	419-7950	419-7950	SERVICE BRAKES BRK HEAD ASSY A4 BF	$ 1,222.97	US
CARLISLE	419-7959SP	419-7959SP	SERVICE BRAKES BRAKE ASSY G2-7...	$ 3,668.15	US
CARLISLE	419-7975-1	419-7975-1	SERVICE BRAKES BRK ASSY M6-25 EPDM SQ	$ 2,564.99	US
CARLISLE	419-7975-2	419-7975-2	SERVICE BRAKES BRK ASSY M6-25 EPDM SQ	$ 2,564.99	US
CARLISLE	419-7981	419-7981	SERVICE BRAKES BRK ASSY FF4-25 NIT	$ 4,203.87	US
CARLISLE	419-7982SP	419-7982SP	SERVICE BRAKES BRAKE ASSY AA4 NITRILE...	$ 1,482.80	US
CARLISLE	419-7984	419-7984	SERVICE BRAKES BRK ASSY F4-20 NIT	$ 4,181.14	US
CARLISLE	419-7985	419-7985	SERVICE BRAKES BRK ASSY F4-20 EPDM	$ 5,263.72	US
CARLISLE	419-7986	419-7986	SERVICE BRAKES BRK ASSY F4-25 NIT	$ 3,429.99	US
CARLISLE	419-7989	419-7989	SERVICE BRAKES BRK ASSY F4-25 EPDM	$ 4,876.37	US
CARLISLE	419-7993	419-7993	SERVICE BRAKES BRK ASSY LT EP PREFORM	$ 1,030.61	US
CARLISLE	419-8002	419-8002	SERVICE BRAKES BRK ASSY M6-29 HNBR SQ	$ 1,926.67	US
CARLISLE	419-801	419-801	SERVICE BRAKES BRK ASSY G2-5 NIT	$ 5,041.91	US
CARLISLE	419-8023	419-8023	PARK BRAKES BRK ASSY RT 60 BI NF-786	$ 274.88	US
CARLISLE	419-8048	419-8048	SERVICE BRAKES BRK ASSY G6 VITON	$ 3,695.24	US
CARLISLE	419-8080	419-8080	SERVICE BRAKES BRK ASSY H4 EPDM SQ	$ 1,408.78	US
CARLISLE	419-8081	419-8081	SERVICE BRAKES BRK ASSY M6 VITON	$ 2,271.26	US
CARLISLE	419-8086	419-8086	SERVICE BRAKES BRK ASSY H6 VITON SQ	$ 1,608.63	US
CARLISLE	419-8094	419-8094	SERVICE BRAKES BRK ASSY M6-29 VITON	$ 3,905.72	US
CARLISLE	419-8102	419-8102	SERVICE BRAKES BRK ASSY M6-29 NIT	$ 1,916.11	US
CARLISLE	419-8117	419-8117	SERVICE BRAKES BRK ASSY M6-25 HNBR SQ	$ 2,618.66	US
CARLISLE	419-8127	419-8127	SERVICE BRAKES BRK ASSY HH6 VITON SQ	$ 2,132.40	US
CARLISLE	419-8144	419-8144	PARK BRAKES BRK ASSY RT 60 BI NMH	$ 498.60	US
CARLISLE	419-8145SP	419-8145SP	PARK BRAKES BRAKE ASSY RT 60 BI...	$ 302.94	US
CARLISLE	419-8146	419-8146	PARK BRAKES BRK ASSY RT 120 BI	$ 328.18	US
CARLISLE	419-8152	419-8152	SERVICE BRAKES BRK ASSY H6 EPDM SQ BF	$ 2,475.22	US
CARLISLE	419-8154	419-8154	SERVICE BRAKES BRK ASSY DISC HH6 EPDM	$ 3,381.57	US
CARLISLE	419-8159	419-8159	SERVICE BRAKES BRK ASSY FF6 NIT O-R	$ 6,038.50	US
CARLISLE	419-8164	419-8164	SERVICE BRAKES BRK ASSY M6-29 HNBR SQ	$ 2,190.47	US
CARLISLE	419-8165	419-8165	SERVICE BRAKES BRK ASSY HH6 HNBR SQ	$ 2,307.77	US
CARLISLE	419-8176	419-8176	SERVICE BRAKES BRK ASSY G2-5 NIT	$ 3,757.21	US
CARLISLE	419-8184	419-8184	SERVICE BRAKES BRK ASSY F4-20 NIT	$ 4,449.02	US
CARLISLE	419-8185SP	419-8185SP	SERVICE BRAKES BRAKE ASSY F4-25 NIT KIT	$ 3,856.88	US
CARLISLE	419-819	419-819	SERVICE BRAKES BRK ASSY G2 ES13.79E	$ 5,716.46	US
CARLISLE	419-820SP	419-820SP	SERVICE BRAKES BRAKE ASSY C2 EBR...	$ 2,688.88	US
CARLISLE	419-8248	419-8248	SERVICE BRAKES BRK ASSY M6-29 VITON	$ 1,961.58	US
CARLISLE	419-8262	419-8262	SERVICE BRAKES BRK ASSY K4 ES13.69 SQ	$ 1,987.55	US
CARLISLE	419-832	419-832	SERVICE BRAKES BRK ASSY A4 NIT SQ MO	$ 1,144.66	US
CARLISLE	419-833	419-833	SERVICE BRAKES BRK ASSY A4 EPDM SQ BF	$ 1,253.73	US

CARLISLE	419-856	419-856	SERVICE BRAKES BRK ASSY M4 ES13.99 SQ	$ 1,364.41	US
CARLISLE	419-8781	419-8781	PARK BRAKES BRK ASSY RT 120 BI	$ 280.81	US
CARLISLE	419-8785	419-8785	SERVICE BRAKES BRK ASSY M4 ES13.99 SQ	$ 2,124.27	US
CARLISLE	419-878SP	419-878SP	SERVICE BRAKES BRAKE ASSY G2-7...	$ 4,470.28	US
CARLISLE	419-8793	419-8793	PARK BRAKES BRK ASSY RT 60 CCW	$ 252.48	US
CARLISLE	419-8796	419-8796	PARK BRAKES BRK ASSY RT NF-786 CCW	$ 256.52	US
CARLISLE	419-8798	419-8798	PARK BRAKES BRK ASSY RT NF-786 CW	$ 316.58	US
CARLISLE	419-8856SP	419-8856SP	SERVICE BRAKES KIT FCP-24 ALLISON KIT	$ 2,630.99	US
CARLISLE	419-8868	419-8868	SERVICE BRAKES BRK ASSY J6 RSR BVL MO	$ 3,170.64	US
CARLISLE	419-8869	419-8869	SERVICE BRAKES BRK ASSY J6 NIT SQ MO	$ 4,257.12	US
CARLISLE	419-887	419-887	SERVICE BRAKES BRK ASSY M4 EPDM SQ BF	$ 1,378.56	US
CARLISLE	419-8870	419-8870	SERVICE BRAKES BRK ASSY J6 NIT SLANT	$ 4,571.30	US
CARLISLE	419-8871	419-8871	SERVICE BRAKES BRK ASSY J6 HNBR SQ MO	$ 3,604.84	US
CARLISLE	419-8873SP	419-8873SP	SERVICE BRAKES BRAKE ASSY J6 NIT SQ...	$ 3,921.68	US
CARLISLE	419-888	419-888	SERVICE BRAKES BRK ASSY M4 HNBR SQ MO	$ 1,311.74	US
CARLISLE	419-8910	419-8910	PARK BRAKES BRK ASSY SA14 NIT	$ 2,420.46	US
CARLISLE	419-8942	419-8942	SERVICE BRAKES BRK ASSY J6 VITON BVL	$ 3,939.62	US
CARLISLE	419-8999	419-8999	SERVICE BRAKES BRK ASSY H6 NIT SQ MO	$ 1,916.61	US
CARLISLE	419-9017	419-9017	PARK BRAKES BRK ASSY RT 60 BI NF-786	$ 274.06	US
CARLISLE	419-9036	419-9036	PARK BRAKES BRK ASSY RT NF-786 CW	$ 261.27	US
CARLISLE	419-9053	419-9053	SERVICE BRAKES BRK ASSY SCL2 NIT	$ 1,219.93	US
CARLISLE	419-9054SP	419-9054SP	PARK BRAKES BRAKE ASSY SA7 GEN 2 NIT KIT	$ 732.56	US
CARLISLE	419-9071-1SP	419-9071-1SP	SERVICE BRAKES BRAKE ASSY HH6 VITON...	$ 1,714.51	US
CARLISLE	419-9087	419-9087	SERVICE BRAKES BRK ASSY SCL19 NIT RSR	$ 4,268.80	US
CARLISLE	419-9098	419-9098	PARK BRAKES BRK ASSY SA14 NIT	$ 2,450.62	US
CARLISLE	419-9109	419-9109	SERVICE BRAKES BRK ASSY HDBC4225 NIT	$ 7,482.35	US
CARLISLE	419-9152	419-9152	SERVICE BRAKES BRK ASSY HDBC4225 LT	$ 8,316.59	US
CARLISLE	419-9185	419-9185	SERVICE BRAKES BRK ASSY SCL56 NIT O-R	$ 5,678.45	US
CARLISLE	419-9186	419-9186	SERVICE BRAKES BRK ASSY HDBC4225 NIT	$ 9,026.59	US
CARLISLE	419-9195SP	419-9195SP	BRK ASSY BRK ASSY SCL56 NIT RSR	$ 4,828.55	US
CARLISLE	419-9267	419-9267	SERVICE BRAKES BRK ASSY PD1433 NIT	$ 2,448.08	US
CARLISLE	419-9308	419-9308	PARK BRAKES BRK ASSY SA14 NIT	$ 2,636.37	US
CARLISLE	419-9384	419-9384	SERVICE BRAKES BRK ASSY SCL59 LT NIT	$ 3,107.75	US
CARLISLE	419W2598	419W2598	SERVICE BRAKES BRK ASSY G1 ES97.49	$ 3,432.95	US
CARLISLE	419W426-7	419W426-7	SERVICE BRAKES BRK ASSY G1 ES97.31	$ 2,977.33	US
CARLISLE	419W636-8	419W636-8	SERVICE BRAKES BRK ASSY G1	$ 2,831.61	JP
CARLISLE	419W636-9	419W636-9	SERVICE BRAKES BRK ASSY G1	$ 2,582.86	US
CARLISLE	419W7943-1	419W7943-1	SERVICE BRAKES BRK ASSY G1 MA 23 RH	$ 3,972.65	US
CARLISLE	419W7945	419W7945	SERVICE BRAKES BRK ASSY G1 MA 172 RH	$ 4,032.15	US

CARLISLE	419W7979	419W7979	SERVICE BRAKES BRK ASSY G1 AIR NF-786	$ 5,566.28	US
CARLISLE	419W8074	419W8074	SERVICE BRAKES BRK ASSY G1 45 AIR	$ 4,176.15	US
CARLISLE	419W809-1	419W809-1	SERVICE BRAKES BRK ASSY G1 MA 19 C	$ 4,014.48	US
CARLISLE	419W8122	419W8122	SERVICE BRAKES BRK ASSY G1 AA 135 LH	$ 3,907.53	US
CARLISLE	419W8123	419W8123	SERVICE BRAKES BRK ASSY G1 AA 34RH C	$ 5,715.12	US
CARLISLE	419W8124	419W8124	SERVICE BRAKES BRK ASSY G1 AA 135 LG	$ 5,314.69	US
CARLISLE	419W8156	419W8156	SERVICE BRAKES BRK ASSY G1 MA 135 LH	$ 4,718.28	US
CARLISLE	419W8173	419W8173	SERVICE BRAKES BRK ASSY G1 AA 135 RH	$ 5,789.22	US
CARLISLE	419W8787	419W8787	SERVICE BRAKES BRK ASSY- G1 ES 97.31	$ 2,747.40	US
CARLISLE	419W9084	419W9084	SERVICE BRAKES BRK ASSY G1 MA 23 RH C	$ 5,714.46	US
CARLISLE	43-627	43-627	HYDRAULICS HHCS SHLDR .312-18	$ 34.52	US
CARLISLE	444W7000	444W7000	SERVICE BRAKES BRACKET ASSY KIT	$ 78.43	US
CARLISLE	444W7002	444W7002	SERVICE BRAKES BRACKET KIT G1	$ 122.55	US
CARLISLE	49-164	49-164	HYDRAULICS PLUG PISTON 3.125-16 THD	$ 188.02	US
CARLISLE	493W2002	493W2002	SERVICE BRAKES CALIPER G1	$ 1,108.13	JP
CARLISLE	496-187	496-187	HYDRAULICS SOLENOID COIL 24V	$ 146.29	US
CARLISLE	515-7404	515-7404	PARK BRAKES BRK ASSY RT W/MNT BKT	$ 356.65	US
CARLISLE	515-7417	515-7417	PARK BRAKES BRK ASSY RT 2/MNT BKT	$ 422.48	US
CARLISLE	571-7000	571-7000	HYDRAULICS BOOT CAP ASSY 2100	$ 81.63	US
CARLISLE	57-273	57-273	HYDRAULICS INLET CONNECTION &	$ 155.80	US
CARLISLE	577-7000	577-7000	HYDRAULICS FOOT PAD RUBBER	$ 58.28	TW
CARLISLE	583-7000	583-7000	HYDRAULICS PEDAL ASSY	$ 315.83	US
CARLISLE	583-7004	583-7004	HYDRAULICS PEDAL ASSY	$ 189.10	US
CARLISLE	583-7018	583-7018	HYDRAULICS PEDAL ASSY	$ 147.69	US
CARLISLE	590-7007	590-7007	HYDRAULICS PLUNGER 3/4 PILOT 2100	$ 42.97	US
CARLISLE	59-135	59-135	SERVICE BRAKES FRAME ASSY 26X5	$ 1,040.77	US
CARLISLE	59-143	59-143	SERVICE BRAKES FRAME ASSY 20 1/4X7	$ 944.68	US
CARLISLE	59-48	59-48	SERVICE BRAKES FRAME ASSY TORQUE	$ 1,393.29	US
CARLISLE	59-52	59-52	SERVICE BRAKES FRAME ASSY 20 1/4X5	$ 1,989.32	US
CARLISLE	59-52-1	59-52-1	SERVICE BRAKES FRAME ASSY 20 1/4X5	$ 1,989.32	US
CARLISLE	597-7003	597-7003	HYDRAULICS PROXIMITY SWITCH ASSY	$ 348.97	US
CARLISLE	597-7016	597-7016	HYDRAULICS SWITCH ASSY DIFF/EQUAL	$ 946.91	US
CARLISLE	597-7017	597-7017	HYDRAULICS SWITCH ASSY DIFF/UNEQUAL	$ 869.14	US
CARLISLE	59-80	59-80	SERVICE BRAKES FRAME ASSY 26X7	$ 1,972.04	US
CARLISLE	598-1	598-1	SERVICE BRAKES PACK LINING ET	$ 901.82	US
CARLISLE	598-11	598-11	SERVICE BRAKES PACK LINING	$ 1,063.41	US
CARLISLE	598-12	598-12	SERVICE BRAKES PACK LINING	$ 1,128.30	US
CARLISLE	598-2	598-2	SERVICE BRAKES PACK LINING	$ 861.62	US
CARLISLE	598-5	598-5	SERVICE BRAKES PACK LINING	$ 869.89	US

CARLISLE	598-6SP	598-6SP	SERVICE BRAKES PACK LINING ET KIT	$ 1,139.29	US
CARLISLE	598-7	598-7	SERVICE BRAKES PACK LINING	$ 779.14	US
CARLISLE	598-8	598-8	SERVICE BRAKES PACK LINING	$ 855.39	US
CARLISLE	59-90	59-90	SERVICE BRAKES FRAME ASSY 22X5	$ 1,049.39	US
CARLISLE	5X191	5X191	DRUM BRAKE - COMPONENTS FELT-OIL SEAL	$ 1.61	US
CARLISLE	60-519	60-519	SERVICE BRAKES STEEL SPACER	$ 382.09	US
CARLISLE	60-583	60-583	SERVICE BRAKES SPACER F4 TORQUE PLATE	$ 224.46	US
CARLISLE	60-584	60-584	SERVICE BRAKES SPACER F4 TORQUE PLATE	$ 536.00	US
CARLISLE	60-7883	60-7883	HYDRAULICS STEEL SPACER ADJ .482	$ 139.71	US
CARLISLE	60-7888	60-7888	SERVICE BRAKES SPACER F4	$ 398.73	US
CARLISLE	60W6459	60W6459	SERVICE BRAKES SPACER BACKPLATE	$ 73.68	US
CARLISLE	63-353	63-353	HYDRAULICS NUT HEX LOCK 1/4-20 GR 5	$ 7.81	TW
CARLISLE	74-292	74-292	HYDRAULICS PISTON 3.000 DIA LUM	$ 262.75	US
CARLISLE	74-425B	74-425B	SERVICE BRAKES PISTON KIT	$ 119.72	US
CARLISLE	74-548B	74-548B	SERVICE BRAKES PISTON KIT	$ 36.69	CA
CARLISLE	74-548E	74-548E	SERVICE BRAKES PISTON KIT 2.872 DIA	$ 31.60	CA
CARLISLE	74-548F	74-548F	SERVICE BRAKES PISTON KIT A2 & A4	$ 54.02	CA
CARLISLE	74-550B	74-550B	SERVICE BRAKES PISTON KIT	$ 289.24	US
CARLISLE	74-617B	74-617B	SERVICE BRAKES PISTON KIT	$ 219.80	CA
CARLISLE	74-617F	74-617F	SERVICE BRAKES PISTON KIT G6	$ 212.03	CA
CARLISLE	74-694B	74-694B	SERVICE BRAKES PISTON KIT	$ 54.24	US
CARLISLE	74-694F	74-694F	SERVICE BRAKES PISTON KIT	$ 55.93	US
CARLISLE	74-710B	74-710B	SERVICE BRAKES PISTON KIT	$ 111.21	CA
CARLISLE	74-710F	74-710F	SERVICE BRAKES PISTON KIT	$ 113.71	CA
CARLISLE	74-715B	74-715B	SERVICE BRAKES PISTON KIT	$ 81.14	CA
CARLISLE	74-715F	74-715F	SERVICE BRAKES PISTON KIT K4	$ 81.00	CA
CARLISLE	74-741B	74-741B	SERVICE BRAKES PISTON KIT	$ 592.75	CA
CARLISLE	74-741F	74-741F	SERVICE BRAKES PISTON KIT G2-5	$ 599.21	CA
CARLISLE	74-8081F	74-8081F	SERVICE BRAKES PISTON KIT SCL56	$ 122.75	CA
CARLISLE	74-927B	74-927B	SERVICE BRAKES PISTON KIT	$ 86.04	CA
CARLISLE	74-927F	74-927F	SERVICE BRAKES PISTON KIT	$ 89.33	CA
CARLISLE	74-938B	74-938B	SERVICE BRAKES PISTON KIT	$ 930.58	US
CARLISLE	74-938F	74-938F	SERVICE BRAKES PISTON KIT G2-6 & G2-7	$ 960.39	CA
CARLISLE	80-251	80-251	HYDRAULICS FLAT WASHER 1.625X.812X.	$ 5.32	US
CARLISLE	80-305	80-305	HYDRAULICS FLAT WASHER .541X.328X.0	$ 2.64	US
CARLISLE	80-418	80-418	HYDRAULICS FLAT WASHER 1.460X1.125X	$ 55.53	US
CARLISLE	87-131	87-131	HYDRAULICS MASTER CYLINDER ASSY	$ 3,573.30	US
CARLISLE	87-154	87-154	HYDRAULICS MASTER CYLINDER ASSY	$ 1,565.35	US
CARLISLE	87-156	87-156	HYDRAULICS MASTER CYLINDER ASSY	$ 2,032.96	US

CARLISLE	87-167OPT1	87-167OPT1	HYDRAULICS MASTER CLYINDER ASSY	$ 2,785.17	US
CARLISLE	87-75-1OPT1	87-75-1OPT1	HYDRAULICS MASTER CLYINDER ASSY	$ 3,557.78	US
CARLISLE	87-76-1OPT1	87-76-1OPT1	HYDRAULICS MASTER CYLINDER ASSY	$ 2,645.22	US
CARLISLE	87-76-1OPT2	87-76-1OPT2	HYDRAULICS MASTER CYLINDER ASSY	$ 2,467.24	US
CARLISLE	87-84-1OPT2	87-84-1OPT2	HYDRAULICS MASTER CLYINDER ASSY	$ 2,139.29	US
CARLISLE	906G-8619	906G-8619	SERVICE BRAKES SEAL KIT H6HT (MO)	$ 60.63	TW
CARLISLE	911MG1944	911MG1944	SERVICE BRAKES DISC BRK PAD	$ 214.79	US
CARLISLE	92-34	92-34	SERVICE BRAKES YOKE .375-24 SPECIAL	$ 203.93	US
CARLISLE	93-376	93-376	SERVICE BRAKES PLATE ANGLE	$ 55.01	US
CARLISLE	93-395	93-395	SERVICE BRAKES PLATE	$ 182.72	US
CARLISLE	93-535	93-535	SERVICE BRAKES PLATE ANGLE 26212	$ 35.15	US
CARLISLE	9630017SP	9630017SP	SERVICE BRAKES BRAKE ASSY PD1019 NIT KIT	$ 997.50	US
CARLISLE	9630631SP	9630631SP	SERVICE BRAKES BRAKE ASSY PD1428 NIT KIT	$ 3,416.26	US
CARLISLE	9631268F	9631268F	SERVICE BRAKES PISTON KIT PD1182	$ 85.41	US
CARLISLE	9640023SP	9640023SP	SERVICE BRAKES BRAKE ASSY PD1105 NIT KIT	$ 2,924.72	US
CARLISLE	9640138B	9640138B	SERVICE BRAKES PISTON KIT 3.00 DIA	$ 91.54	CA
CARLISLE	9640138F	9640138F	SERVICE BRAKES PISTON KIT SCL2	$ 84.02	US
CARLISLE	9640205F	9640205F	SERVICE BRAKES PISTON KIT SCL56	$ 112.30	US
CARLISLE	9640312F	9640312F	SERVICE BRAKES PISTON KIT SCL59	$ 135.22	CA
CARLISLE	9640391SP	9640391SP	SERVICE BRAKES SHOE ASSY BRAKE FIN KIT	$ 442.54	US
CARLISLE	9680176SP	9680176SP	SERVICE BRAKES KIT SEAL	$ 486.16	US
CARLISLE	9680719SP	9680719SP	SERVICE BRAKES KIT SEAL	$ 471.81	US
CARLISLE	A103222K1727	A103222K1727	DRUM BRAKES BRK SHOE	$ 5,004.35	US
CARLISLE	A103261J192	A103261J192	DRUM BRAKES BRK CYLINDER ASSY	$ 196.40	US
CARLISLE	A103722P562	A103722P562	DRUM BRAKES BRK SHOE	$ 292.81	US
CARLISLE	A103722Z520	A103722Z520	DRUM BRAKES LINING ASSY WE17 M95	$ 664.44	US
CARLISLE	A113722Z442	A113722Z442	DRUM BRAKES BRK SHOE	$ 1,317.72	US
CARLISLE	A11705U229	A11705U229	DRUM BRAKES SEAL	$ 33.27	US
CARLISLE	A1199D3384	A1199D3384	DRUM BRAKES GUIDE PAWL ASSY	$ 24.97	US
CARLISLE	A1199H3518	A1199H3518	DRUM BRAKES DIAPHRAGM PLATE ASSY	$ 89.01	US
CARLISLE	A1205Q2279	A1205Q2279	SERVICE BRAKES ASSY T SEAL PISTON	$ 107.90	US
CARLISLE	A1205R2280	A1205R2280	SERVICE BRAKES ASSY T SEAL ROD	$ 50.99	US
CARLISLE	A12230E1175	A12230E1175	SERVICE BRAKES PISTON ASSY	$ 306.02	US
CARLISLE	A12230Z26	A12230Z26	DRUM BRAKES PISTON ASSY	$ 208.09	US
CARLISLE	A12247Q17	A12247Q17	DRUM BRAKES WEDGE ASSY	$ 257.04	US
CARLISLE	A12247R18	A12247R18	DRUM BRAKES WEDGE ASSY	$ 335.82	US
CARLISLE	A123761J504SP	A123761J504SP	DRUM BRAKES ASSY WHL CYLINDER HSG KIT	$ 1,133.55	US
CARLISLE	A13196F1046	A13196F1046	SERVICE BRAKES TUBE ASSY - HYD BRK	$ 187.49	US
CARLISLE	A13236C2577	A13236C2577	DRUM BRAKES BACKING PLATE	$ 503.08	US

CARLISLE	A13236T2308	A13236T2308	DRUM BRAKES BACKING PLATE	$ 695.37	US
CARLISLE	A13236W2051	A13236W2051	DRUM BRAKES BACKING PLATE	$ 514.97	US
CARLISLE	A13261M299	A13261M299	DRUM BRAKES WHL CYLINDER ASSY (BF)	$ 335.40	US
CARLISLE	A13261Q1031	A13261Q1031	DRUM BRAKES WHL CYLINDER ASSY	$ 490.89	US
CARLISLE	A133261A183	A133261A183	DRUM BRAKES CYLINDER	$ 517.54	US
CARLISLE	A133822E5	A133822E5	DRUM BRAKES BRK SHOE LINING	$ 1,027.71	US
CARLISLE	A133822F6	A133822F6	DRUM BRAKES BRK SHOE LINING	$ 848.71	US
CARLISLE	A13711M429	A13711M429	DRUM BRAKES SPIDER ASSY BRK	$ 1,840.16	US
CARLISLE	A13719H190	A13719H190	DRUM BRAKES DRUM BRK	$ 365.11	US
CARLISLE	A13722X908	A13722X908	DRUM BRAKES LINED BRK SHOE	$ 534.65	US
CARLISLE	A13722Y909	A13722Y909	DRUM BRAKES BRK SHOE	$ 615.97	US
CARLISLE	A13736M455	A13736M455	DRUM BRAKES BACKING PLATE	$ 289.91	US
CARLISLE	A13736P952	A13736P952	DRUM BRAKES BACKING PLATE	$ 327.61	US
CARLISLE	A13736Q251	A13736Q251	DRUM BRAKES BACKING PLATE ASSY	$ 371.87	US
CARLISLE	A13761D4	A13761D4	DRUM BRAKES WHL CYLINDER ASSY	$ 248.08	MX
CARLISLE	A13761E5	A13761E5	DRUM BRAKES WHL CYLINDER ASSY	$ 309.33	TW
CARLISLE	A143822E5	A143822E5	DRUM BRAKES SHOE & LINING	$ 1,103.79	US
CARLISLE	A143822F6	A143822F6	DRUM BRAKES BRK SHOE	$ 1,096.62	US
CARLISLE	A1705U229	A1705U229	DRUM BRAKES SEAL	$ 35.54	US
CARLISLE	A1705W153	A1705W153	DRUM BRAKES SEAL ASSY DIAPHRAGM	$ 53.20	US
CARLISLE	A1705Y233	A1705Y233	DRUM BRAKES SEAL ASSY DBL LIP	$ 47.52	US
CARLISLE	A173261K167	A173261K167	DRUM BRAKES WHL CYLINDER ASSY	$ 864.89	US
CARLISLE	A1745Q303	A1745Q303	DRUM BRAKES LINK ASSY	$ 91.40	US
CARLISLE	A213799U827	A213799U827	DRUM BRAKES HSG ASSY	$ 1,850.86	US
CARLISLE	A21705Y233	A21705Y233	DRUM BRAKES SEAL ASSY	$ 50.09	US
CARLISLE	A22230W1219	A22230W1219	SERVICE BRAKES PISTON ASSY	$ 859.38	US
CARLISLE	A2230E1175B	A2230E1175B	SERVICE BRAKES PISTON KIT	$ 265.92	US
CARLISLE	A2230E1227B	A2230E1227B	SERVICE BRAKES PISTON ASSY KIT	$ 270.97	US
CARLISLE	A2230E1227SP	A2230E1227SP	SERVICE BRAKES PISTON ASSY KIT	$ 380.39	US
CARLISLE	A2230W1219	A2230W1219	SERVICE BRAKES PISTON ASSY	$ 829.76	US
CARLISLE	A2247H1204	A2247H1204	DRUM BRAKES WEDGE ASSY	$ 381.79	US
CARLISLE	A2247Q17	A2247Q17	DRUM BRAKES WEDGE ASSY 18 DEG	$ 343.56	US
CARLISLE	A2247R18	A2247R18	DRUM BRAKES WEDGE ASSY 15 DEG	$ 316.49	US
CARLISLE	A22730D56	A22730D56	DRUM BRAKES PISTON ASSY	$ 164.57	US
CARLISLE	A2297B4552	A2297B4552	DRUM BRAKES LEVER DLM	$ 148.59	US
CARLISLE	A2297C2759	A2297C2759	DRUM BRAKES ADJ BOLT ASSY	$ 137.23	US
CARLISLE	A2297C4839	A2297C4839	DRUM BRAKES GUIDE PAWL ASSY	$ 63.73	US
CARLISLE	A2297J4846	A2297J4846	DRUM BRAKES ACTUATOR ASSY	$ 195.45	US
CARLISLE	A2297Q4047SP	A2297Q4047SP	DRUM BRAKES GUIDE PAWL ASSY KIT	$ 170.10	US

CARLISLE	A2297T3686	A2297T3686	BOLT ASSY BOLT ASSY	$ 97.82	US
CARLISLE	A23222Q2305	A23222Q2305	DRUM BRAKES SHOE LINING	$ 1,745.08	US
CARLISLE	A23236K1519	A23236K1519	DRUM BRAKES BACKING PLATE	$ 667.43	US
CARLISLE	A23236L1520	A23236L1520	DRUM BRAKES BACKING PLATE	$ 618.08	US
CARLISLE	A23281B1016	A23281B1016	SERVICE BRAKES FRICTION DISC	$ 1,039.82	US
CARLISLE	A23722G995	A23722G995	DRUM BRAKES LINING ASSY DLM7	$ 91.80	US
CARLISLE	A23736R564	A23736R564	DRUM BRAKES BACKING PLATE W/O GUIDE	$ 1,485.23	US
CARLISLE	A23736S773	A23736S773	DRUM BRAKES BACKING PLATE	$ 746.53	US
CARLISLE	A23736Z468	A23736Z468	DRUM BRAKES BACKING PLATE	$ 992.17	US
CARLISLE	A24736Z78	A24736Z78	DRUM BRAKES BACKING PLATE	$ 554.66	US
CARLISLE	A263722R174	A263722R174	DRUM BRAKES SHOE & LINING - BONDED	$ 206.01	US
CARLISLE	A263822B54	A263822B54	DRUM BRAKES LINING ASSY WE16 M-75	$ 642.44	US
CARLISLE	A271779Y233	A271779Y233	DRUM BRAKES DIAPHRAGM PLATE ASSY	$ 108.29	US
CARLISLE	A2730S71	A2730S71	DRUM BRAKES PISTON	$ 50.22	US
CARLISLE	A2747C29	A2747C29	DRUM BRAKES WEDGE ASSY	$ 289.58	US
CARLISLE	A2747C3	A2747C3	DRUM BRAKES BOLT ASSY	$ 101.44	US
CARLISLE	A2747D186	A2747D186	DRUM BRAKES WEDGE ASSY 14 DEG	$ 572.65	US
CARLISLE	A2747F84	A2747F84	DRUM BRAKES WEDGE ASSY	$ 349.93	US
CARLISLE	A2747L194	A2747L194	DRUM BRAKES WEDGE ASSY	$ 347.22	US
CARLISLE	A2747M195	A2747M195	DRUM BRAKES WEDGE ASSY	$ 286.49	US
CARLISLE	A3196Q1109	A3196Q1109	SERVICE BRAKES TUBE ASSY	$ 1,114.75	US
CARLISLE	A3211A4135	A3211A4135	DRUM BRAKES SPIDER ASSY BRK	$ 9,917.40	US
CARLISLE	A3211R2358	A3211R2358	DRUM BRAKES BRK SPIDER	$ 2,713.31	US
CARLISLE	A3222L1702	A3222L1702	DRUM BRAKES BRK SHOE	$ 1,219.51	US
CARLISLE	A3222Q2305	A3222Q2305	DRUM BRAKES BRK SHOE & BUSHING	$ 523.00	US
CARLISLE	A3222U1373	A3222U1373	DRUM BRAKES BRK SHOE ASSY - FIN	$ 302.45	US
CARLISLE	A3236Q2461	A3236Q2461	DRUM BRAKES BACKING PLATE	$ 1,246.98	US
CARLISLE	A3236X2260	A3236X2260	DRUM BRAKES BACKING PLATE	$ 871.70	US
CARLISLE	A3261H190	A3261H190	DRUM BRAKES CYLINDER	$ 586.33	US
CARLISLE	A32730W101	A32730W101	DRUM BRAKES PISTON ASSY	$ 115.57	US
CARLISLE	A3280W5951	A3280W5951	DRUM BRAKES NON PRESSURE HSG ASSY	$ 925.09	US
CARLISLE	A33222U1373	A33222U1373	DRUM BRAKES BRK SHOE	$ 601.18	US
CARLISLE	A33222Y1013	A33222Y1013	DRUM BRAKES SHOE & LINING ASSY	$ 1,193.03	US
CARLISLE	A33236J1596	A33236J1596	DRUM BRAKES BACKING PLATE	$ 1,812.92	US
CARLISLE	A33261K349	A33261K349	DRUM BRAKES WHL CYLINDER ASSY (BF)	$ 321.17	US
CARLISLE	A33261M299	A33261M299	DRUM BRAKES BRK CYLINDER	$ 367.04	US
CARLISLE	A33722Y389	A33722Y389	DRUM BRAKES BRK SHOE	$ 265.30	US
CARLISLE	A33736M637	A33736M637	DRUM BRAKES BACKING PLATE ASSY	$ 787.28	US
CARLISLE	A33761G501	A33761G501	DRUM BRAKES CYLINDER	$ 649.37	US

CARLISLE	A33761J504	A33761J504	DRUM BRAKES WHL CYLINDER ASSY (BF)	$ 647.70	US
CARLISLE	A33761M299	A33761M299	DRUM BRAKES WHL CYLINDER ASSY	$ 579.02	US
CARLISLE	A33761R304	A33761R304	DRUM BRAKES WHL CYLINDER ASSY	$ 650.49	US
CARLISLE	A33761T306	A33761T306	DRUM BRAKES WHL CYLINDER ASSY	$ 522.62	US
CARLISLE	A363261Q17	A363261Q17	DRUM BRAKES WHL CYLINDER ASSY	$ 311.57	US
CARLISLE	A3719H190	A3719H190	DRUM BRAKES DRUM BRK ASSY	$ 214.02	US
CARLISLE	A3722R564	A3722R564	SERVICE BRAKES BRK SHOE	$ 959.37	US
CARLISLE	A3722V334	A3722V334	DRUM BRAKES BRK SHOE	$ 597.44	US
CARLISLE	A3722Z442	A3722Z442	DRUM BRAKES BRK SHOE SUB-ASSY	$ 409.88	US
CARLISLE	A3722Z520	A3722Z520	DRUM BRAKES BRK SHOE	$ 539.79	US
CARLISLE	A372V230	A372V230	DRUM BRAKES LEVER ASSY	$ 216.28	US
CARLISLE	A372Y103	A372Y103	DRUM BRAKES LEVER	$ 172.92	US
CARLISLE	A372Z104	A372Z104	DRUM BRAKES LEVER	$ 137.55	US
CARLISLE	A3761N300	A3761N300	DRUM BRAKES CYLINDER	$ 589.87	US
CARLISLE	A3761S331	A3761S331	DRUM BRAKES WHL CYLINDER ASSY	$ 526.92	US
CARLISLE	A3780X336	A3780X336	DRUM BRAKES NON PRESSURE HSG	$ 494.15	US
CARLISLE	A3780X414	A3780X414	SERVICE BRAKES HSG ASSY NON PRES	$ 418.85	US
CARLISLE	A3780Z416	A3780Z416	SERVICE BRAKES HSG ASSY NON PRES	$ 965.03	US
CARLISLE	A42230Y25	A42230Y25	DRUM BRAKES PISTON ASSY	$ 145.18	US
CARLISLE	A43211R2358	A43211R2358	DRUM BRAKES BRK SPIDER	$ 3,318.49	US
CARLISLE	A43722A989	A43722A989	DRUM BRAKES BRK SHOE	$ 866.76	US
CARLISLE	A43722D134	A43722D134	DRUM BRAKES BRK SHOE ASSY	$ 185.74	US
CARLISLE	A43722F188	A43722F188	DRUM BRAKES BRK SHOE	$ 466.23	US
CARLISLE	A43722Y571	A43722Y571	DRUM BRAKES LINING ASSY RD20004 M-71	$ 1,250.47	US
CARLISLE	A43736Z1014	A43736Z1014	DRUM BRAKES BACKING PLATE ASSY	$ 642.30	US
CARLISLE	A52230A27	A52230A27	DRUM BRAKES PISTON ASSY	$ 135.15	US
CARLISLE	A52230Z26	A52230Z26	DRUM BRAKES PISTON ASSY	$ 102.71	US
CARLISLE	A523261Q17	A523261Q17	DRUM BRAKES CYLINDER	$ 520.93	US
CARLISLE	A52730V100	A52730V100	DRUM BRAKES PISTON ASSY	$ 96.38	US
CARLISLE	A53222F1722	A53222F1722	DRUM BRAKES BRK SHOE	$ 1,765.79	US
CARLISLE	A53236R2228	A53236R2228	DRUM BRAKES BACKING PLATE	$ 475.17	US
CARLISLE	A53261A183	A53261A183	DRUM BRAKES WHL CYLINDER ASSY	$ 434.17	US
CARLISLE	A53261J192	A53261J192	DRUM BRAKES WHL CYLINDER ASSY	$ 387.74	US
CARLISLE	A53722M819	A53722M819	DRUM BRAKES SHOE & LINING ASSY	$ 480.52	US
CARLISLE	A53722N300	A53722N300	DRUM BRAKES BRK SHOE	$ 212.98	US
CARLISLE	A53722S955	A53722S955	DRUM BRAKES BRK SHOE	$ 469.12	US
CARLISLE	A53722Y571	A53722Y571	DRUM BRAKES BRK SHOE	$ 771.66	US
CARLISLE	A63222F1722	A63222F1722	DRUM BRAKES BRK SHOE KIT	$ 2,146.12	US
CARLISLE	A63222L1702	A63222L1702	DRUM BRAKES BRK SHOE	$ 968.41	US

CARLISLE	A63722E603	A63722E603	DRUM BRAKES LINING ASSY BG2024 M-71	$ 1,102.94	US
CARLISLE	A63722L194SP	A63722L194SP	DRUM BRAKES KIT LINING ASSY DLM10	$ 137.75	US
CARLISLE	A63722Q745	A63722Q745	DRUM BRAKES BRK SHOE ASSY	$ 1,265.61	US
CARLISLE	A72730V100	A72730V100	DRUM BRAKES PISTON ASSY	$ 80.07	US
CARLISLE	A73236R2228	A73236R2228	DRUM BRAKES BACKING PLATE	$ 1,116.05	US
CARLISLE	A73722P744	A73722P744	DRUM BRAKES BRK SHOE ASSY	$ 765.02	US
CARLISLE	A73736D186	A73736D186	DRUM BRAKES BACKING PLATE ASSY	$ 811.52	US
CARLISLE	A73761B28	A73761B28	DRUM BRAKES WHL CYLINDER ASSY	$ 231.36	US
CARLISLE	A73761F500	A73761F500	DRUM BRAKES WHL CYLINDER ASSY	$ 482.71	US
CARLISLE	A73761J504	A73761J504	DRUM BRAKES WHL CYLINDER ASSY (MO)	$ 835.64	US
CARLISLE	A73761V360	A73761V360	DRUM BRAKES WHL CYLINDER ASSY	$ 648.24	US
CARLISLE	A83222L1702	A83222L1702	DRUM BRAKES SHOE & LINING ASSY	$ 1,477.94	US
CARLISLE	A83222W1609	A83222W1609	DRUM BRAKES LINING ASSY RS17204	$ 737.26	US
CARLISLE	A83722X180	A83722X180	DRUM BRAKES LINING ASSY DLM13	$ 183.00	US
CARLISLE	A83722Z520	A83722Z520	DRUM BRAKES LINING ASSY WE17 M77	$ 587.45	US
CARLISLE	A83736H112	A83736H112	DRUM BRAKES BACKING PLATE	$ 397.53	US
CARLISLE	A93222L1702	A93222L1702	DRUM BRAKES SHOE & LINING ASSY	$ 1,804.79	US
CARLISLE	A93222X2104	A93222X2104	SERVICE BRAKES ASSY SHOE AND LINING	$ 140.95	US
CARLISLE	A93722E447	A93722E447	DRUM BRAKES BRK SHOE	$ 910.43	US
CARLISLE	A93722P562	A93722P562	DRUM BRAKES BRK SHOE ASSY	$ 139.30	US
CARLISLE	A93722X440	A93722X440	DRUM BRAKES BRK SHOE	$ 1,917.28	US
CARLISLE	A93722Z442	A93722Z442	DRUM BRAKES BRK SHOE	$ 751.41	US
CARLISLE	A93722Z520	A93722Z520	DRUM BRAKES LINING ASSY WE17 M95	$ 611.06	US
CARLISLE	A93736D186	A93736D186	DRUM BRAKES BACKING PLATE ASSY	$ 595.17	US
CARLISLE	A93736M819	A93736M819	DRUM BRAKES BACKING PLATE ASSY	$ 531.24	US
CARLISLE	AB10000	AB10000	INDUSTRIAL FRICTION HP METALLIC...	$ 75.16	US
CARLISLE	AB11004	AB11004	INDUSTRIAL FRICTION HP METALLIC...	$ 72.14	US
CARLISLE	AB8037	AB8037	INDUSTRIAL FRICTION HP METALLIC...	$ 63.06	US
CARLISLE	B33261M299	B33261M299	DRUM BRAKES WHL CYLINDER KIT	$ 372.36	US
CARLISLE	B-64673441	B-64673441	HYDRAULICS DUST COVER	$ 8.40	GB
CARLISLE	BG202410	BG202410	BRK ASSY BRK ASSY P (AOS) M-71	$ 4,194.76	US
CARLISLE	B-MIN47	B-MIN47	HYDRAULICS MASTER CYLINDER KIT	$ 31.44	GB
CARLISLE	B-PMM109	B-PMM109	HYDRAULICS MASTER CYLINDER MO	$ 172.51	GB
CARLISLE	B-PMM132	B-PMM132	HYDRAULICS MASTER CYLINDER MO	$ 185.44	GB
CARLISLE	C713276J36	C713276J36	DRUM BRAKES CHAMBER BRK ASSY	$ 1,448.38	US
CARLISLE	C723276J36	C723276J36	DRUM BRAKES CHAMBER BRK ASSY	$ 2,089.92	US
CARLISLE	C763276J36	C763276J36	DRUM BRAKES CHAMBER BRK ASSY	$ 933.62	US
CARLISLE	CEVT2	CEVT2	CLUTCH BUTTONS BUTTON, FLAT	$ 3.26	US
CARLISLE	CEVT4	CEVT4	CLUTCH BUTTONS BUTTON, FLAT	$ 3.40	US

CARLISLE	CEVT5	CEVT5	CLUTCH BUTTONS BUTTON, FLAT	$ 3.47	US
CARLISLE	CEVT7	CEVT7	CLUTCH BUTTONS BUTTON, FLAT	$ 3.54	US
CARLISLE	CEVT8	CEVT8	CLUTCH BUTTONS BUTTON, FLAT	$ 3.62	US
CARLISLE	CEVT9	CEVT9	CLUTCH BUTTONS BUTTON, FLAT	$ 3.70	US
CARLISLE	CRVSR12	CRVSR12	CLUTCH BUTTONS BUTTON, FLAT	$ 8.68	US
CARLISLE	CVSR20	CVSR20	CLUTCH BUTTONS BUTTON, FLAT	$ 4.31	US
CARLISLE	CVSR21	CVSR21	CLUTCH BUTTONS BUTTON, FLAT	$ 4.45	US
CARLISLE	CVSR22	CVSR22	CLUTCH BUTTONS BUTTON, FLAT	$ 4.65	US
CARLISLE	CVSR23	CVSR23	CLUTCH BUTTONS BUTTON, FLAT	$ 4.74	US
CARLISLE	CVSR24	CVSR24	CLUTCH BUTTONS BUTTON, FLAT	$ 4.86	US
CARLISLE	CVT2	CVT2	CLUTCH BUTTONS BUTTON, FLAT	$ 3.23	US
CARLISLE	CVT4	CVT4	CLUTCH BUTTONS BUTTON, FLAT	$ 3.34	US
CARLISLE	CVT5	CVT5	CLUTCH BUTTONS BUTTON, FLAT	$ 3.52	US
CARLISLE	CVT7	CVT7	CLUTCH BUTTONS BUTTON, FLAT	$ 3.67	US
CARLISLE	CVT8	CVT8	CLUTCH BUTTONS BUTTON, FLAT	$ 3.70	US
CARLISLE	CVT9	CVT9	CLUTCH BUTTONS BUTTON, FLAT	$ 3.74	US
CARLISLE	CVTJ5	CVTJ5	CLUTCH BUTTONS BUTTON, FLAT	$ 6.43	US
CARLISLE	CVTJ7	CVTJ7	CLUTCH BUTTONS BUTTON, FLAT	$ 6.54	US
CARLISLE	CVTJ8	CVTJ8	CLUTCH BUTTONS BUTTON, FLAT	$ 6.77	US
CARLISLE	CVTL2	CVTL2	CLUTCH BUTTONS BUTTON, FLAT	$ 3.93	US
CARLISLE	CVTL4	CVTL4	CLUTCH BUTTONS BUTTON, FLAT	$ 4.03	US
CARLISLE	CVTL5	CVTL5	CLUTCH BUTTONS BUTTON, FLAT	$ 4.14	US
CARLISLE	CVTL7	CVTL7	CLUTCH BUTTONS BUTTON, FLAT	$ 4.26	US
CARLISLE	CVTL7.5	CVTL7.5	CLUTCH BUTTONS BUTTON, FLAT	$ 4.29	US
CARLISLE	CVTL8	CVTL8	CLUTCH BUTTONS BUTTON, FLAT	$ 4.32	US
CARLISLE	CVTL9	CVTL9	CLUTCH BUTTONS BUTTON, FLAT	$ 4.40	US
CARLISLE	CVTL9.5	CVTL9.5	CLUTCH BUTTONS BUTTON, FLAT	$ 4.43	US
CARLISLE	DLM10104	DLM10104	BRK ASSY BRK ASSY DLM10	$ 1,583.03	US
CARLISLE	DLM10105	DLM10105	BRK ASSY BRK ASSY DLM10	$ 1,004.48	US
CARLISLE	DLM10107	DLM10107	BRK ASSY BRK ASSY DLM10	$ 1,348.53	US
CARLISLE	DLM10115	DLM10115	BRK ASSY BRK ASSY DLM10	$ 898.95	US
CARLISLE	DLM1099SP	DLM1099SP	DRUM BRAKES BRAKE ASSY DLM10 KIT	$ 812.59	US
CARLISLE	DLM13125	DLM13125	BRK ASSY BRK ASSY DLM13	$ 2,242.22	US
CARLISLE	DLM13208	DLM13208	BRK ASSY BRK ASSY DLM13	$ 1,479.14	US
CARLISLE	DLM13210	DLM13210	BRK ASSY BRK ASSY DLM13	$ 1,713.59	US
CARLISLE	DLM13211	DLM13211	BRK ASSY BRK ASSY DLM13	$ 1,503.59	US
CARLISLE	DLM13213	DLM13213	BRK ASSY BRK ASSY DLM13	$ 1,674.23	US
CARLISLE	DLM13214	DLM13214	BRK ASSY BRK ASSY DLM13	$ 1,614.44	US
CARLISLE	DLM13215	DLM13215	BRK ASSY BRK ASSY DLM13	$ 1,400.72	US

CARLISLE	DLM13216	DLM13216	BRK ASSY BRK ASSY DLM13	$ 1,791.25	US
CARLISLE	DLM13217	DLM13217	BRK ASSY BRK ASSY DLM13	$ 1,162.93	US
CARLISLE	DLM13227	DLM13227	BRK ASSY BRK ASSY DLM13	$ 1,411.71	US
CARLISLE	DSH1252523	DSH1252523	BRK ASSY BRK ASSY W/PARK BRK	$ 1,280.95	US
CARLISLE	DSH1252524	DSH1252524	BRK ASSY BRK ASSY W/PARK BRK	$ 1,357.80	US
CARLISLE	EVT2	EVT2	CLUTCH BUTTONS BUTTON, FLAT	$ 2.91	US
CARLISLE	EVT4	EVT4	CLUTCH BUTTONS BUTTON, FLAT	$ 2.98	US
CARLISLE	EVT5	EVT5	CLUTCH BUTTONS BUTTON, FLAT	$ 3.03	US
CARLISLE	EVT7	EVT7	CLUTCH BUTTONS BUTTON, FLAT	$ 3.10	US
CARLISLE	EVT8	EVT8	CLUTCH BUTTONS BUTTON, FLAT	$ 3.15	US
CARLISLE	EVT9	EVT9	CLUTCH BUTTONS BUTTON, FLAT	$ 3.22	US
CARLISLE	FCP308B	FCP308B	CLUTCH PLATE, BOND ON Material:...	$ 929.07	US
CARLISLE	FSH12258	FSH12258	BRK ASSY BRK ASSY FSH12 M-75	$ 969.20	US
CARLISLE	FSH12263	FSH12263	BRK ASSY BRK ASSY FSH12 AO M-75	$ 880.91	US
CARLISLE	G1	G1	CLUTCH BUTTONS RIVET, BUTTON /500BX	$ 120.91	TW
CARLISLE	G1KEG	G1KEG	CLUTCH BUTTONS RIVET, BULK QTY	$ 846.48	TW
CARLISLE	G2	G2	CLUTCH BUTTONS RIVET, BUTTON /500BX	$ 120.91	TW
CARLISLE	G2KEG	G2KEG	CLUTCH BUTTONS RIVET, BULK QTY	$ 846.48	TW
CARLISLE	G3	G3	CLUTCH BUTTONS RIVET, BUTTON /500BX	$ 120.91	TW
CARLISLE	G3KEG	G3KEG	CLUTCH BUTTONS RIVET, BULK QTY	$ 906.96	TW
CARLISLE	G5	G5	CLUTCH BUTTONS RIVET, BUTTON /500BX	$ 120.91	TW
CARLISLE	G5KEG	G5KEG	CLUTCH BUTTONS RIVET, BULK QTY	$ 906.96	TW
CARLISLE	H0	H0	CLUTCH BUTTONS RIVET, BUTTON	$ 307.13	TW
CARLISLE	H1	H1	CLUTCH BUTTONS RIVET, BUTTON /500BX	$ 123.57	TW
CARLISLE	H1KEG	H1KEG	CLUTCH BUTTONS RIVET, BULK QTY	$ 595.58	TW
CARLISLE	H2	H2	CLUTCH BUTTONS RIVET, BUTTON /500BX	$ 123.56	TW
CARLISLE	H2KEG	H2KEG	CLUTCH BUTTONS RIVET, BULK QTY	$ 562.76	TW
CARLISLE	H3	H3	CLUTCH BUTTONS RIVET, BUTTON /500BX	$ 123.57	TW
CARLISLE	H3KEG	H3KEG	CLUTCH BUTTONS RIVET, BULK QTY	$ 568.50	TW
CARLISLE	H4	H4	CLUTCH BUTTONS RIVET, BUTTON /500BX	$ 177.52	US
CARLISLE	HDB64011	HDB64011	SERVICE BRAKES BRK ASSY HDB640 NIT	$ 3,619.07	US
CARLISLE	HDB64014	HDB64014	SERVICE BRAKES BRK ASSY HDB640 NIT	$ 3,017.08	US
CARLISLE	HDB64016	HDB64016	SERVICE BRAKES BRK ASSY EBR O-RING BF	$ 3,676.13	US
CARLISLE	HDBC422515	HDBC422515	SERVICE BRAKES BRK ASSY HDBC4225	$ 6,035.98	US
CARLISLE	HPC12398	HPC12398	HDT DISCS GRAPHITE DISC, ID GEAR	$ 154.61	US
CARLISLE	HPC3943	HPC3943	GRAPHITE DISC, ID GEAR Material:...	$ 173.53	US
CARLISLE	HPC3943-300pk	HPC3943-300pk	GRAPHITE DISC, ID GEAR Material:...	$ 164.86	US
CARLISLE	HPC3951	HPC3951	GRAPHITE DISC, ID GEAR Material:...	$ 191.17	US
CARLISLE	HPC3970	HPC3970	GRAPHITE DISC, ID GEAR Material:...	$ 117.30	US

CARLISLE	HPC3973	HPC3973	GRAPHITE DISC, ID GEAR Material:...	$ 114.13	US
CARLISLE	HPC3993	HPC3993	GRAPHITE DISC, ID GEAR Material:...	$ 78.64	US
CARLISLE	HPC4237	HPC4237	GRAPHITE DISC, ID GEAR Material:...	$ 84.05	US
CARLISLE	HPC4258	HPC4258	GRAPHITE DISC, ID GEAR Material:...	$ 68.39	US
CARLISLE	HPC4280	HPC4280	GRAPHITE DISC, ID GEAR Material:...	$ 254.31	US
CARLISLE	HPC4512	HPC4512	GRAPHITE DISC, ID GEAR Material:...	$ 132.07	US
CARLISLE	HPC5003	HPC5003	GRAPHITE DISC, OD SLOTS Material:...	$ 344.02	US
CARLISLE	HPC5732	HPC5732	GRAPHITE DISC, ID GEAR Material:...	$ 282.97	US
CARLISLE	HPC8114	HPC8114	GRAPHITE DISC, ID GEAR Material:...	$ 222.18	US
CARLISLE	HPC8728	HPC8728	GRAPHITE DISC, ID GEAR Material:...	$ 22.93	US
CARLISLE	HPC8751	HPC8751	GRAPHITE DISC, ID GEAR Material:...	$ 67.69	US
CARLISLE	HPC9515	HPC9515	HDT DISCS GRAPHITE DISC, ID GEAR	$ 112.34	US
CARLISLE	HPC9651	HPC9651	HDT DISCS GRAPHITE DISC, ID GEAR	$ 110.57	US
CARLISLE	HPC9976	HPC9976	DISC, HDT, MID DISC DISC, HDT, MID DISC	$ 134.14	US
CARLISLE	HPC9977	HPC9977	DISC, HDT, END DISC DISC, HDT, END DISC	$ 126.22	US
CARLISLE	KIT10112	KIT10112	HYDRAULICS PISTON KIT	$ 323.75	US
CARLISLE	KIT10113	KIT10113	SERVICE BRAKES LINING KIT	$ 259.97	US
CARLISLE	KIT10134	KIT10134	SERVICE BRAKES SEAL KIT (MO)	$ 103.41	US
CARLISLE	KIT10135	KIT10135	SERVICE BRAKES SEAL KIT	$ 255.04	US
CARLISLE	KIT10136	KIT10136	SERVICE BRAKES MAJ OVERHAUL KIT	$ 888.16	US
CARLISLE	KIT10146	KIT10146	SERVICE BRAKES SEAL KIT	$ 545.38	US
CARLISLE	KIT10147	KIT10147	SERVICE BRAKES SEAL KIT	$ 554.85	MX
CARLISLE	KIT10148	KIT10148	SERVICE BRAKES SEAL KIT	$ 292.93	MX
CARLISLE	KIT1973	KIT1973	SERVICE BRAKES DUST SHIELD KIT	$ 589.32	US
CARLISLE	KIT9045	KIT9045	DRUM BRAKES BRK REPAIR KIT - MNR	$ 298.17	US
CARLISLE	KIT9046	KIT9046	DRUM BRAKES BRK REPAIR KIT - MNR	$ 968.14	US
CARLISLE	KIT9112	KIT9112	DRUM BRAKES BRK KIT	$ 770.59	US
CARLISLE	KIT9206AGG	KIT9206AGG	SERVICE BRAKES KIT-SHOE & LNG	$ 220.97	US
CARLISLE	M215264	M215264	INDUSTRIAL FRICTION GEAR RING NF-815	$ 361.72	US
CARLISLE	M-2991	M-2991	INDUSTRIAL FRICTION BRAKE PAD	$ 10.96	US
CARLISLE	M4350D	M4350D	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 392.57	US
CARLISLE	M4354AD	M4354AD	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 337.42	US
CARLISLE	M4462AD	M4462AD	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 427.61	US
CARLISLE	M4462D	M4462D	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 470.36	US
CARLISLE	M4470D	M4470D	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 334.54	US
CARLISLE	M4480D	M4480D	LINING SET OFF-HWY BLK LINING SET	$ 474.48	US
CARLISLE	M4573DS	M4573DS	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 539.08	US
CARLISLE	M4575D	M4575D	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 380.57	US
CARLISLE	M4587BD	M4587BD	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 316.50	US

CARLISLE	M4587BDX	M4587BDX	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 338.87	US
CARLISLE	M4601D	M4601D	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 267.34	US
CARLISLE	M4608CD	M4608CD	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 721.70	US
CARLISLE	M4616AD	M4616AD	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 495.30	US
CARLISLE	M4618DXX	M4618DXX	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 611.63	US
CARLISLE	M4619AD	M4619AD	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 609.67	US
CARLISLE	M4622D	M4622D	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 453.31	US
CARLISLE	M4630D	M4630D	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 393.43	US
CARLISLE	M4630DX	M4630DX	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 440.02	US
CARLISLE	M4633D	M4633D	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 812.03	US
CARLISLE	M4676D	M4676D	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 937.33	US
CARLISLE	M4677AD	M4677AD	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 898.50	US
CARLISLE	M4677ADX	M4677ADX	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 962.20	US
CARLISLE	M4677ADXX	M4677ADXX	INDUSTRIAL FRICTION LINING BLK SET	$ 1,057.06	US
CARLISLE	M4677D	M4677D	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 830.15	US
CARLISLE	M4678AD	M4678AD	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 703.43	US
CARLISLE	M4679AD	M4679AD	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 1,105.38	US
CARLISLE	M4679D	M4679D	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 1,206.21	US
CARLISLE	M4679DXX	M4679DXX	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 1,318.94	US
CARLISLE	M4681AD	M4681AD	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 1,257.64	US
CARLISLE	M4681D	M4681D	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 1,331.16	US
CARLISLE	M4687D	M4687D	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 1,974.51	US
CARLISLE	M4713D	M4713D	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 279.65	US
CARLISLE	M4714D	M4714D	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 388.59	US
CARLISLE	M7777D	M7777D	INDUSTRIAL FRICTION OFF-HWY BLK...	$ 681.25	US
CARLISLE	MIN59	MIN59	SERVICE BRAKES MASTER CYLINDER KIT	$ 23.71	GB
CARLISLE	MMPS-3961	MMPS-3961	SERVICE BRAKES SEAL KIT SCL2V (MO)	$ 77.75	US
CARLISLE	MPS1263	MPS1263	DRUM BRAKES WHL CYLINDER KIT	$ 98.46	US
CARLISLE	MPS1272	MPS1272	DRUM BRAKES WHL CYLINDER KIT	$ 211.06	CA
CARLISLE	MPS1278	MPS1278	DRUM BRAKES WHL CYLINDER KIT	$ 150.09	US
CARLISLE	MPS1304	MPS1304	DRUM BRAKES ADJ PAWL KIT	$ 248.49	US
CARLISLE	MPS1505	MPS1505	DRUM BRAKES WHL CYLINDER KIT	$ 201.04	US
CARLISLE	MPS1507	MPS1507	DRUM BRAKES KIT	$ 107.28	US
CARLISLE	MPS1517	MPS1517	DRUM BRAKES WHL CYLINDER KIT	$ 46.62	US
CARLISLE	MPS1601	MPS1601	DRUM BRAKES WHL CYLINDER KIT	$ 252.56	CA
CARLISLE	MPS1889	MPS1889	DRUM BRAKES PISTON KIT	$ 81.89	CA
CARLISLE	MPS1940	MPS1940	DRUM BRAKES GUIDE PIN KIT	$ 345.66	US
CARLISLE	MPS1981	MPS1981	DRUM BRAKES WHL CYLINDER KIT	$ 56.51	US
CARLISLE	MPS2027	MPS2027	SERVICE BRAKES WHL CYLINDER KIT	$ 431.37	US

CARLISLE	MPS2648	MPS2648	DRUM BRAKES CYLINDER REPAIR KIT	$ 233.43	US
CARLISLE	MPS2670	MPS2670	SERVICE BRAKES SEAL KIT	$ 29.38	US
CARLISLE	MPS2673	MPS2673	DRUM BRAKES CHAMBER BRK ASSY KIT - 30	$ 884.40	US
CARLISLE	MPS2681	MPS2681	DRUM BRAKES ANCHOR PIN KIT	$ 126.77	US
CARLISLE	MPS2682	MPS2682	DRUM BRAKES SEAL KIT ADJ	$ 53.98	US
CARLISLE	MPS2737	MPS2737	DRUM BRAKES KIT	$ 1,657.18	US
CARLISLE	MPS2738	MPS2738	SERVICE BRAKES MIN OVERHAUL KIT	$ 2,381.86	US
CARLISLE	MPS2821	MPS2821	DRUM BRAKES KIT	$ 341.85	US
CARLISLE	MPS2822	MPS2822	DRUM BRAKES KIT SEAL & HRDWR	$ 186.45	US
CARLISLE	MPS2828	MPS2828	DRUM BRAKES BRK WEDGE KIT	$ 228.93	US
CARLISLE	MPS2867	MPS2867	DRUM BRAKES WHL KIT LH STAR	$ 49.59	JP
CARLISLE	MPS2868	MPS2868	DRUM BRAKES WHL KIT RH STAR	$ 51.01	US
CARLISLE	MPS2869	MPS2869	DRUM BRAKES WHL CYLINDER KIT	$ 13.60	US
CARLISLE	MPS2960	MPS2960	DRUM BRAKES SPRING KIT - RETURN	$ 40.06	US
CARLISLE	MPS3042	MPS3042	DRUM BRAKES GROUP-MPS	$ 94.92	CA
CARLISLE	MPS3245	MPS3245	DRUM BRAKES REPAIR GROUP	$ 357.56	US
CARLISLE	MPS3445	MPS3445	SERVICE BRAKES LINING KIT	$ 546.44	US
CARLISLE	MPS3463	MPS3463	SERVICE BRAKES LINING KIT	$ 116.90	US
CARLISLE	MPS3524	MPS3524	SERVICE BRAKES SEAL KIT O-RING	$ 269.51	US
CARLISLE	MPS3603	MPS3603	SERVICE BRAKES SCLKIT	$ 817.62	US
CARLISLE	MPS3606	MPS3606	SERVICE BRAKES SEAL KIT (MO)	$ 125.59	US
CARLISLE	MPS3615	MPS3615	SERVICE BRAKES SEAL KIT (MO)	$ 179.10	US
CARLISLE	MPS3618	MPS3618	SERVICE BRAKES SEAL KIT O-RING	$ 259.07	US
CARLISLE	MPS3641	MPS3641	DRUM BRAKES AUTO ADJ KIT	$ 534.43	US
CARLISLE	MPS3664	MPS3664	DRUM BRAKES AUTO ADJ KIT	$ 949.20	US
CARLISLE	MPS3665	MPS3665	DRUM BRAKES AUTO ADJ KIT	$ 1,390.67	US
CARLISLE	MPS3667	MPS3667	DRUM BRAKES KIT	$ 863.22	US
CARLISLE	MPS3668	MPS3668	SERVICE BRAKES ADJ KIT	$ 490.85	US
CARLISLE	MPS3670	MPS3670	SERVICE BRAKES ACTUATOR & PAWL KIT	$ 349.78	US
CARLISLE	MPS3673	MPS3673	DRUM BRAKES ACTUATOR & PAWL KIT	$ 451.43	US
CARLISLE	MPS3715	MPS3715	SERVICE BRAKES SEAL KIT	$ 157.86	US
CARLISLE	MPS3716	MPS3716	SERVICE BRAKES SEAL KIT (BF)	$ 104.25	US
CARLISLE	MPS3717	MPS3717	SERVICE BRAKES SEAL KIT (MO)	$ 32.65	US
CARLISLE	MPS3743	MPS3743	SERVICE BRAKES SEAL KIT WIPER	$ 178.16	US
CARLISLE	MPS3754	MPS3754	SERVICE BRAKES SEAL KIT	$ 293.00	TW
CARLISLE	MPS3759	MPS3759	SERVICE BRAKES SEAL KIT	$ 355.02	US
CARLISLE	MPS3760	MPS3760	SERVICE BRAKES MAJ OVERHAUL REPAIR KIT	$ 957.05	US
CARLISLE	MPS3780	MPS3780	SERVICE BRAKES ADJ KIT	$ 1,350.56	US
CARLISLE	MPS3813	MPS3813	SERVICE BRAKES PISTON ASSY KIT	$ 1,470.94	US

CARLISLE	MPS3893	MPS3893	SERVICE BRAKES OVERHAUL KIT	$ 1,824.68	US
CARLISLE	MPS3899	MPS3899	SERVICE BRAKES OVERHAUL KIT	$ 1,632.35	US
CARLISLE	MPS3902	MPS3902	SERVICE BRAKES OVERHAUL KIT	$ 966.28	US
CARLISLE	MPS3905	MPS3905	SERVICE BRAKES OVERHAUL KIT	$ 732.76	US
CARLISLE	MPS3907	MPS3907	SERVICE BRAKES OVERHAUL KIT	$ 1,509.89	US
CARLISLE	MPS3909	MPS3909	SERVICE BRAKES OVERHAUL KIT SCL70	$ 5,011.48	US
CARLISLE	MPS3918	MPS3918	SERVICE BRAKES OVERHAUL KIT	$ 1,566.84	US
CARLISLE	MPS3936	MPS3936	SERVICE BRAKES SEAL KIT	$ 67.82	US
CARLISLE	MPS3939	MPS3939	SERVICE BRAKES SEAL KIT	$ 30.35	US
CARLISLE	MPS3945	MPS3945	SERVICE BRAKES SEAL KIT	$ 114.21	US
CARLISLE	MPS3948	MPS3948	SERVICE BRAKES SEAL KIT	$ 20.81	US
CARLISLE	MPS3949	MPS3949	SERVICE BRAKES SEAL KIT	$ 103.23	US
CARLISLE	MPS3961	MPS3961	SERVICE BRAKES SEAL KIT (MO)	$ 78.35	TW
CARLISLE	MPS3962	MPS3962	SERVICE BRAKES SEAL KIT	$ 163.28	US
CARLISLE	MPS3963	MPS3963	SERVICE BRAKES OVERHAUL KIT	$ 2,037.58	US
CARLISLE	MPS3964	MPS3964	SERVICE BRAKES SEAL & PISTON KIT	$ 107.95	CA
CARLISLE	MPS3965	MPS3965	SERVICE BRAKES SEAL & PISTON KIT	$ 130.11	CA
CARLISLE	MPS3974	MPS3974	SERVICE BRAKES HARDWARE KIT	$ 2,046.16	US
CARLISLE	MPS3975	MPS3975	SERVICE BRAKES SEAL KIT	$ 57.14	US
CARLISLE	MPS3989	MPS3989	SERVICE BRAKES SEAL KIT WIPER	$ 143.53	US
CARLISLE	MPS4009	MPS4009	SERVICE BRAKES PISTON & RET	$ 327.54	CA
CARLISLE	MPS4011	MPS4011	SERVICE BRAKES BRK HSG KIT	$ 1,534.56	US
CARLISLE	MPS4030	MPS4030	SERVICE BRAKES BRK HSG KIT	$ 1,159.92	US
CARLISLE	MPS4031	MPS4031	SERVICE BRAKES BRK HSG KIT	$ 1,354.65	US
CARLISLE	MPS4051	MPS4051	PARK BRAKES PISTON REPAIR KIT	$ 242.82	CA
CARLISLE	MPS4065	MPS4065	SERVICE BRAKES SEAL & PISTON KIT	$ 531.12	CA
CARLISLE	MPS4066	MPS4066	SERVICE BRAKES SEAL & PISTON KIT	$ 486.71	CA
CARLISLE	MPS4069	MPS4069	SERVICE BRAKES OVERHAUL KIT	$ 3,642.04	US
CARLISLE	MPS4070	MPS4070	SERVICE BRAKES BRK KIT	$ 5,675.38	US
CARLISLE	MPS4071	MPS4071	SERVICE BRAKES MAJ OVERHAUL KIT	$ 895.04	US
CARLISLE	MPS4072	MPS4072	SERVICE BRAKES MAJ OVERHAUL KIT	$ 468.66	US
CARLISLE	MPS4114	MPS4114	SERVICE BRAKES OVERHAUL KIT	$ 2,292.38	US
CARLISLE	MPS4115	MPS4115	SERVICE BRAKES MPS KIT	$ 826.25	US
CARLISLE	MPS4116	MPS4116	SERVICE BRAKES MPS KIT	$ 308.50	US
CARLISLE	MPS4142	MPS4142	SERVICE BRAKES REPAIR KIT	$ 822.13	US
CARLISLE	MPS4846	MPS4846	SERVICE BRAKES LINING KIT	$ 1,445.43	US
CARLISLE	MPS4873	MPS4873	SERVICE BRAKES BRK LINING SVC KIT	$ 1,189.68	US
CARLISLE	MPS4915	MPS4915	SERVICE BRAKES WEAR INDICATOR KIT	$ 135.87	US
CARLISLE	PC10134	PC10134	BRONZE DISC, ID GEAR Material:...	$ 33.38	US

CARLISLE	PC10558	PC10558	BRONZE DISC, OD GEAR Material:...	$ 631.12	US
CARLISLE	PC10565	PC10565	BRONZE DISC Material: BRONZE; Groove...	$ 112.77	US
CARLISLE	PC11362	PC11362	BRONZE DISC, ID GEAR BRONZE DISC, ID...	$ 351.58	US
CARLISLE	PC12686	PC12686	BRONZE DISC, ID GEAR Material:METALLI...	$ 634.49	US
CARLISLE	PC2407	PC2407	BRONZE DISC, OD GEAR Material:...	$ 100.97	US
CARLISLE	PC3456	PC3456	BRONZE DISC, ID NOTCH Material:...	$ 282.31	US
CARLISLE	PC3974	PC3974	BRONZE DISC, ID GEAR Material:...	$ 244.17	US
CARLISLE	PC3974-300pk	PC3974-300pk	BRONZE DISC, ID GEAR Material:...	$ 239.29	US
CARLISLE	PC4135	PC4135	BRONZE DISC, ID GEAR Material:...	$ 77.87	US
CARLISLE	PC4281	PC4281	BRONZE DISC, ID GEAR Material:...	$ 145.09	US
CARLISLE	PC4699	PC4699	BRONZE DISC, ID GEAR BRONZE DISC, ID...	$ 63.77	US
CARLISLE	PC4728	PC4728	BRONZE DISC, OD GEAR Material:...	$ 67.76	US
CARLISLE	PC5762	PC5762	BRONZE DISC, ID GEAR Material:...	$ 129.90	US
CARLISLE	PC9525	PC9525	PAPER DISCS CORK DISC, ID GEAR	$ 101.18	US
CARLISLE	PD124034	PD124034	SERVICE BRAKES BRK ASSY PD1240 EPR	$ 1,092.35	US
CARLISLE	PD124035	PD124035	SERVICE BRAKES BRK ASSY PD1240 NIT	$ 1,092.33	US
CARLISLE	PD1425911	PD1425911	SERVICE BRAKES BRK ASSY PD1425 NIT	$ 3,888.62	US
CARLISLE	PD1425912SP	PD1425912SP	SERVICE BRAKES BRAKE ASSY PD1425 NIT KIT	$ 4,204.85	US
CARLISLE	PD1425914	PD1425914	SERVICE BRAKES BRK ASSY PD1425 NIT	$ 8,851.12	US
CARLISLE	PD1425916	PD1425916	SERVICE BRAKES BRK ASSY PD1425 NIT	$ 4,420.55	US
CARLISLE	PD1425917	PD1425917	SERVICE BRAKES BRK ASSY PD1425 HNBR	$ 7,463.63	US
CARLISLE	PD1425918	PD1425918	SERVICE BRAKES BRK ASSY PD1425 NIT	$ 4,804.14	US
CARLISLE	PD143351	PD143351	SERVICE BRAKES BRK ASSY PD1433 NIT	$ 5,711.27	US
CARLISLE	PD147351	PD147351	SERVICE BRAKES BRK ASSY PD1473 NIT	$ 1,973.28	US
CARLISLE	PD1591151SP	PD1591151SP	SERVICE BRAKES BRAKE ASSY PD1591 NIT KIT	$ 3,818.62	US
CARLISLE	PD1591152	PD1591152	SERVICE BRAKES BRK ASSY PD1591 EPR	$ 3,631.72	US
CARLISLE	PD1591153	PD1591153	SERVICE BRAKES BRK ASSY PD1591 EPR	$ 4,397.29	US
CARLISLE	PD1591155	PD1591155	SERVICE BRAKES BRK ASSY PD1591 NIT	$ 4,377.96	US
CARLISLE	PD1591157	PD1591157	SERVICE BRAKES BRK ASSY PD1591 EPR	$ 2,461.69	US
CARLISLE	PD1591161	PD1591161	SERVICE BRAKES BRK ASSY PD1591 NIT	$ 4,001.66	US
CARLISLE	PD1591161SP	PD1591161SP	SERVICE BRAKES BRAKE ASSY PD1591 NIT KIT	$ 3,858.87	US
CARLISLE	PD1591163	PD1591163	SERVICE BRAKES BRK ASSY PD1591 NIT	$ 3,965.01	US
CARLISLE	PD1591164	PD1591164	SERVICE BRAKES BRK ASSY PD1591 NIT	$ 4,086.30	US
CARLISLE	PD1591171	PD1591171	SERVICE BRAKES BRK ASSY PD1591 NIT	$ 4,364.65	US
CARLISLE	PD1591191	PD1591191	SERVICE BRAKES BRK ASSY	$ 4,126.60	US
CARLISLE	PP10042	PP10042	STEEL DISCS STEEL DISC, ID LUGS	$ 31.01	US
CARLISLE	PP10060	PP10060	STEEL DISCS STEEL DISC	$ 22.95	US
CARLISLE	PP10095	PP10095	STEEL DISC, ID GEAR Material: STEEL;...	$ 16.98	US
CARLISLE	PP10126	PP10126	STEEL DISCS STEEL DISC, OD GEAR	$ 139.16	US

CARLISLE	PP1017	PP1017	STEEL DISC Material: STEEL;...	$ 16.76	US
CARLISLE	PP1019	PP1019	STEEL DISC Material: STEEL;...	$ 48.99	US
CARLISLE	PP1021	PP1021	STEEL DISC Material: STEEL;...	$ 30.14	US
CARLISLE	PP1024	PP1024	STEEL DISC Material: STEEL;...	$ 40.20	US
CARLISLE	PP10559	PP10559	STEEL DISC, ID GEAR Material: STEEL;...	$ 351.04	US
CARLISLE	PP10907	PP10907	STEEL DISC, OD GEAR, SLOTS Material:...	$ 22.45	US
CARLISLE	PP11054	PP11054	STEEL DISC, OD GEAR Material: STEEL;...	$ 471.87	US
CARLISLE	PP11353	PP11353	STEEL DISC, OD GEAR STEEL DISC, OD GEAR	$ 144.64	US
CARLISLE	PP11359	PP11359	STEEL DISCS STEEL DISC, OD GEAR	$ 353.08	US
CARLISLE	PP11364	PP11364	STEEL DISCS STEEL DISC, OD GEAR	$ 269.00	US
CARLISLE	PP11371	PP11371	STEEL DISCS STEEL DISC, OD GEAR	$ 357.56	US
CARLISLE	PP11375	PP11375	STEEL DISCS STEEL DISC, OD TANG	$ 187.42	US
CARLISLE	PP11378	PP11378	STEEL DISCS STEEL DISC, OD GEAR	$ 280.22	US
CARLISLE	PP11385	PP11385	STEEL DISCS STEEL DISC, OD GEAR	$ 181.48	US
CARLISLE	PP11390	PP11390	STEEL DISCS STEEL DISC, OD GEAR	$ 144.64	US
CARLISLE	PP11395	PP11395	STEEL DISC, OD GEAR Material: STEEL;...	$ 336.83	US
CARLISLE	PP12091	PP12091	STEEL DISCS STEEL DISC, OD NOTCH	$ 44.04	US
CARLISLE	PP12455	PP12455	STEEL DISC, OD GEAR Material: STEEL;...	$ 40.40	US
CARLISLE	PP12456	PP12456	STEEL DISC, OD GEAR Material: STEEL;...	$ 49.07	US
CARLISLE	PP12457	PP12457	STEEL DISC, OD GEAR Material: STEEL;...	$ 34.59	US
CARLISLE	PP12458	PP12458	STEEL DISC, OD GEAR Material: STEEL;...	$ 48.19	US
CARLISLE	PP12459	PP12459	STEEL DISC, OD GEAR Material: STEEL;...	$ 45.30	US
CARLISLE	PP12460	PP12460	STEEL DISC, OD GEAR Material: STEEL;...	$ 60.93	US
CARLISLE	PP12461	PP12461	STEEL DISC, OD GEAR Material: STEEL;...	$ 32.80	US
CARLISLE	PP12462	PP12462	STEEL DISC, OD GEAR Material: STEEL;...	$ 40.19	US
CARLISLE	PP12463	PP12463	STEEL DISC, OD GEAR Material: STEEL;...	$ 20.29	US
CARLISLE	PP12464	PP12464	STEEL DISC, OD GEAR Material: STEEL;...	$ 21.94	US
CARLISLE	PP12685	PP12685	STEEL DISC Material: STEEL;...	$ 181.21	US
CARLISLE	PP12927	PP12927	STEEL DISC, OD TANG Material: STEEL;...	$ 10.72	US
CARLISLE	PP13021	PP13021	STEEL DISC, OD NOTCH Material: STEEL;...	$ 368.02	US
CARLISLE	PP13021-300pk	PP13021-300pk	STEEL DISC, OD NOTCH Material: STEEL;...	$ 360.68	US
CARLISLE	PP13374	PP13374	STEEL DISC, OD TANG Material: STEEL;...	$ 12.71	US
CARLISLE	PP13588	PP13588	STEEL DISCS STEEL DISC	$ 687.76	US
CARLISLE	PP13904	PP13904	STEEL DISCS STEEL, OPPOSING, OD GEAR	$ 277.56	US
CARLISLE	PP263	PP263	STEEL DISC Material: STEEL;...	$ 48.04	US
CARLISLE	PP270	PP270	STEEL DISC, ID GEAR Material: STEEL;...	$ 128.43	US
CARLISLE	PP7199	PP7199	STEEL DISC, OD GEAR Material: STEEL;...	$ 185.65	US
CARLISLE	PP7554	PP7554	STEEL DISC, ID GEAR Material: STEEL;...	$ 67.58	US
CARLISLE	PP7937	PP7937	STEEL DISC, OD GEAR Material: STEEL;...	$ 187.01	US

CARLISLE	PP7938	PP7938	STEEL DISC, OD (208 TH) Material:...	$ 219.11	US
CARLISLE	PP8347	PP8347	STEEL DISC, OD TANG Material: STEEL;...	$ 160.94	US
CARLISLE	PP885	PP885	STEEL DISC Material: STEEL;...	$ 65.62	US
CARLISLE	PP886	PP886	STEEL DISC Material: STEEL;...	$ 94.22	US
CARLISLE	PP8972	PP8972	STEEL DISC, OD (226 TH) Material:...	$ 169.80	US
CARLISLE	PP916	PP916	STEEL DISC Material: STEEL;...	$ 129.27	US
CARLISLE	PP9469	PP9469	STEEL DISC, OD TANG Material: STEEL;...	$ 189.58	US
CARLISLE	PP9520A	PP9520A	STEEL DISCS STEEL DISC, OD GEAR	$ 238.36	US
CARLISLE	PP9555	PP9555	STEEL DISC Material: STEEL;...	$ 116.69	US
CARLISLE	PP9561	PP9561	STEEL DISCS STEEL DISC	$ 61.50	US
CARLISLE	PP9564	PP9564	STEEL DISCS STEEL DISC	$ 54.46	US
CARLISLE	PP9573	PP9573	STEEL DISCS STEEL DISC, OD GEAR	$ 28.70	US
CARLISLE	PP9597	PP9597	STEEL DISCS STEEL DISC	$ 20.28	IT
CARLISLE	PP9604	PP9604	STEEL DISC Material: STEEL;...	$ 10.04	US
CARLISLE	PP9610	PP9610	STEEL DISC Material: STEEL;...	$ 5.48	US
CARLISLE	PP9612B	PP9612B	STEEL DISCS STEEL DISC	$ 22.21	US
CARLISLE	PP9625	PP9625	STEEL DISCS STEEL DISC, OD NOTCH	$ 143.82	US
CARLISLE	PP9629	PP9629	STEEL DISCS STEEL DISC	$ 19.45	US
CARLISLE	PP9653	PP9653	STEEL DISCS STEEL DISC, OD NOTCH	$ 75.60	US
CARLISLE	PP9656	PP9656	STEEL DISCS STEEL DISC, OD GEAR	$ 71.13	US
CARLISLE	PP9660	PP9660	STEEL DISCS STEEL DISC	$ 40.96	US
CARLISLE	PP9665	PP9665	STEEL DISCS STEEL DISC, OD GEAR	$ 73.57	US
CARLISLE	PP9666	PP9666	STEEL DISCS STEEL DISC, OD GEAR	$ 40.98	US
CARLISLE	PP9669	PP9669	STEEL DISCS STEEL DISC, OD GEAR	$ 44.22	US
CARLISLE	PP9679	PP9679	STEEL DISCS OPPOSING PLATE	$ 20.94	US
CARLISLE	PP9681	PP9681	STEEL DISCS STEEL DISC, OD GEAR	$ 32.34	US
CARLISLE	PP981	PP981	STEEL DISC, 8.6X63X.107 Material:...	$ 25.31	US
CARLISLE	PP983	PP983	STEEL DISC Material: STEEL;...	$ 44.25	US
CARLISLE	PP984	PP984	STEEL DISC Material: STEEL;...	$ 49.31	US
CARLISLE	PP9948	PP9948	STEEL DISC, OD GEAR Material: STEEL;...	$ 20.46	US
CARLISLE	PP9978	PP9978	STEEL DISCS STEEL DISC, ID GEAR	$ 51.94	US
CARLISLE	RSH20205130	RSH20205130	BRK ASSY BRK ASSY RSH20205 BF	$ 4,841.55	US
CARLISLE	SCL1925SP	SCL1925SP	SERVICE BRAKES BRAKE ASSY SCL19 NIT KIT	$ 4,099.29	US
CARLISLE	SCL1926	SCL1926	SERVICE BRAKES BRK ASSY SLC19 NIT	$ 4,746.84	US
CARLISLE	SCL1927	SCL1927	SERVICE BRAKES BRK ASSY SCL19 NIT RSR	$ 4,768.24	US
CARLISLE	SCL21312	SCL21312	SERVICE BRAKES BRK ASSY SCL2 EPR	$ 1,675.00	US
CARLISLE	SCL2135SP	SCL2135SP	SERVICE BRAKES BRAKE ASSY SCL2 NIT KIT	$ 1,325.48	US
CARLISLE	SCL2152	SCL2152	SERVICE BRAKES BRK ASSY SCL2 EPR	$ 3,839.46	US
CARLISLE	SCL22211	SCL22211	SERVICE BRAKES BRK ASSY SCL2 NIT	$ 1,690.74	US

CARLISLE	SCL22215	SCL22215	SERVICE BRAKES BRK ASSY SCL2 EPR	$ 1,365.97	US
CARLISLE	SCL22216	SCL22216	SERVICE BRAKES BRK ASSY SCL2 EPR	$ 1,769.65	US
CARLISLE	SCL22217	SCL22217	SERVICE BRAKES BRK ASSY SCL2 NIT	$ 1,294.30	US
CARLISLE	SCL2225	SCL2225	SERVICE BRAKES BRK ASSY SCL2 NIT O-R	$ 1,787.96	US
CARLISLE	SCL2241	SCL2241	SERVICE BRAKES BRK ASSY SCL2 NIT O-R	$ 1,476.78	US
CARLISLE	SCL2242	SCL2242	SERVICE BRAKES BRK ASSY	$ 1,868.28	US
CARLISLE	SCL2244	SCL2244	SERVICE BRAKES BRK ASSY SCL2 NIT	$ 1,653.93	US
CARLISLE	SCL2261	SCL2261	SERVICE BRAKES BRK ASSY SCL2 NIT	$ 1,607.06	US
CARLISLE	SCL2285	SCL2285	SERVICE BRAKES BRK ASSY SCL2 NIT	$ 1,763.92	US
CARLISLE	SCL2286	SCL2286	SERVICE BRAKES BRK ASSY SCL2 NIT O-R	$ 1,936.68	US
CARLISLE	SCL2303	SCL2303	SERVICE BRAKES BRK ASSY SCL2 EPR O-R	$ 1,529.63	US
CARLISLE	SCL2305	SCL2305	SERVICE BRAKES BRK ASSY SCL2 EPR	$ 1,173.49	US
CARLISLE	SCL2307	SCL2307	SERVICE BRAKES BRK ASSY SCL2 NIT	$ 1,222.16	US
CARLISLE	SCL2312	SCL2312	SERVICE BRAKES BRK ASSY SCL2 EPR	$ 1,221.00	US
CARLISLE	SCL2313	SCL2313	SERVICE BRAKES BRK ASSY SCL2 NIT	$ 1,869.91	US
CARLISLE	SCL2314	SCL2314	SERVICE BRAKES BRK ASSY SCL2 EPR	$ 1,176.51	US
CARLISLE	SCL2322	SCL2322	SERVICE BRAKES BRK ASSY SCL2 NIT	$ 4,673.25	US
CARLISLE	SCL25121	SCL25121	SERVICE BRAKES BRK ASSY SCL25 NIT	$ 15,271.07	US
CARLISLE	SCL25122	SCL25122	SERVICE BRAKES BRK ASSY SCL25 NIT	$ 2,695.22	US
CARLISLE	SCL25124	SCL25124	SERVICE BRAKES BRK ASSY SCL25 NIT	$ 5,562.16	US
CARLISLE	SCL25125	SCL25125	SERVICE BRAKES BRK ASSY SCL25 NIT	$ 2,727.46	US
CARLISLE	SCL25128	SCL25128	SERVICE BRAKES BRK ASSY SCL25 NIT	$ 5,345.01	US
CARLISLE	SCL25131	SCL25131	SERVICE BRAKES BRK ASSY SCL25 NIT	$ 2,641.05	US
CARLISLE	SCL463	SCL463	SERVICE BRAKES BRK ASSY SCL46 NIT	$ 16,682.54	US
CARLISLE	SCL467	SCL467	SERVICE BRAKES BRK ASSY SCL46 EPR	$ 5,937.76	US
CARLISLE	SCL5321	SCL5321	SERVICE BRAKES BRK ASSY SCL53 VIT	$ 2,241.48	US
CARLISLE	SCL5625SP	SCL5625SP	SERVICE BRAKES BRAKE ASSY SCL56 NIT KIT	$ 4,356.18	US
CARLISLE	SCL5628	SCL5628	SERVICE BRAKES BRK ASSY SCL56 NIT	$ 4,513.87	US
CARLISLE	SCL5631	SCL5631	SERVICE BRAKES BRK ASSY SCL56 NIT	$ 7,815.35	US
CARLISLE	SCL593	SCL593	SERVICE BRAKES BRK ASSY SCL59 EPR	$ 2,992.54	US
CARLISLE	SCL594SP	SCL594SP	SERVICE BRAKES BRAKE ASSY SCL59 NIT KIT	$ 2,978.58	US
CARLISLE	SCL703	SCL703	SERVICE BRAKES BRK ASSY SCL70 NIT	$ 3,454.20	US
CARLISLE	SCL704SP	SCL704SP	SERVICE BRAKES BRAKE ASSY SCL70 POLYU...	$ 3,668.15	US
CARLISLE	SCL852	SCL852	SERVICE BRAKES BRK ASSY SCL8 NIT	$ 4,636.47	US
CARLISLE	SCL861	SCL861	SERVICE BRAKES BRK ASSY SCL8 NIT	$ 5,099.14	US
CARLISLE	VSR11	VSR11	CLUTCH BUTTONS BUTTON, FLAT	$ 5.78	US
CARLISLE	VSR12	VSR12	CLUTCH BUTTONS BUTTON, FLAT	$ 5.89	US
CARLISLE	VSR13	VSR13	CLUTCH BUTTONS BUTTON, FLAT	$ 6.07	US
CARLISLE	VSR20	VSR20	CLUTCH BUTTONS BUTTON, FLAT	$ 4.47	US

CARLISLE	VSR21	VSR21	CLUTCH BUTTONS BUTTON, FLAT	$ 4.68	US
CARLISLE	VSR22	VSR22	CLUTCH BUTTONS BUTTON, FLAT	$ 4.93	US
CARLISLE	VSR23	VSR23	CLUTCH BUTTONS BUTTON, FLAT	$ 5.19	US
CARLISLE	VT2	VT2	CLUTCH BUTTONS BUTTON, FLAT	$ 2.80	US
CARLISLE	VT4	VT4	CLUTCH BUTTONS BUTTON, FLAT	$ 2.86	US
CARLISLE	VT4.5	VT4.5	CLUTCH BUTTONS BUTTON, FLAT	$ 2.85	US
CARLISLE	VT5	VT5	CLUTCH BUTTONS BUTTON, FLAT	$ 2.90	US
CARLISLE	VT7	VT7	CLUTCH BUTTONS BUTTON, FLAT	$ 2.95	US
CARLISLE	VT8	VT8	CLUTCH BUTTONS BUTTON, FLAT	$ 3.00	US
CARLISLE	VT9	VT9	CLUTCH BUTTONS BUTTON, FLAT	$ 3.30	US
CARLISLE	VTD4	VTD4	CLUTCH BUTTONS BUTTON, DIAGONAL	$ 5.12	US
CARLISLE	VTD4R	VTD4R	CLUTCH BUTTONS BUTTON, DIAGONAL HOLES	$ 4.54	US
CARLISLE	VTD5	VTD5	CLUTCH BUTTONS BUTTON, DIAGONAL HOLES	$ 4.43	US
CARLISLE	VTD5R	VTD5R	CLUTCH BUTTONS BUTTON, DIAGONAL	$ 4.43	US
CARLISLE	VTD7	VTD7	CLUTCH BUTTONS BUTTON, DIAGONAL	$ 4.82	US
CARLISLE	VTD7R	VTD7R	CLUTCH BUTTONS BUTTON, DIAGONAL HOLES	$ 4.82	US
CARLISLE	VTD8	VTD8	CLUTCH BUTTONS BUTTON, DIAGONAL HOLES 2	$ 4.87	US
CARLISLE	VTD8R	VTD8R	CLUTCH BUTTONS BUTTON, DIAGONAL HOLES	$ 4.87	US
CARLISLE	VTDS5R	VTDS5R	CLUTCH BUTTONS BUTTON, 2-1/4, 0.158	$ 2.68	US
CARLISLE	VTDS6R	VTDS6R	CLUTCH BUTTONS BUTTON, 2-1/4, 0.168	$ 2.72	US
CARLISLE	VTJ5	VTJ5	CLUTCH BUTTONS BUTTON, FLAT	$ 4.47	US
CARLISLE	VTJ7	VTJ7	CLUTCH BUTTONS BUTTON, FLAT	$ 4.50	US
CARLISLE	VTJ8	VTJ8	CLUTCH BUTTONS BUTTON, FLAT	$ 5.01	US
CARLISLE	VTJ8.5	VTJ8.5	CLUTCH BUTTONS BUTTON, FLAT	$ 5.01	US
CARLISLE	VTJB1	VTJB1	CLUTCH BUTTONS BUTTON, FLAT	$ 11.58	US
CARLISLE	VTJE5	VTJE5	CLUTCH BUTTONS BUTTON, FLAT	$ 5.00	US
CARLISLE	VTJE7	VTJE7	CLUTCH BUTTONS BUTTON, FLAT	$ 5.04	US
CARLISLE	VTJE8	VTJE8	CLUTCH BUTTONS BUTTON, FLAT	$ 5.08	US
CARLISLE	VTL2	VTL2	CLUTCH BUTTONS BUTTON, FLAT	$ 3.20	US
CARLISLE	VTL4	VTL4	CLUTCH BUTTONS BUTTON, FLAT	$ 3.28	US
CARLISLE	VTL5	VTL5	CLUTCH BUTTONS BUTTON, FLAT	$ 3.34	US
CARLISLE	VTL7	VTL7	CLUTCH BUTTONS BUTTON, FLAT	$ 3.49	US
CARLISLE	VTL8	VTL8	CLUTCH BUTTONS BUTTON, FLAT	$ 3.55	US
CARLISLE	VTL9	VTL9	CLUTCH BUTTONS BUTTON, FLAT	$ 3.65	US
CARLISLE	VTLD4	VTLD4	CLUTCH BUTTONS BUTTON, DIAGONAL HOLES	$ 4.21	US
CARLISLE	VTLD5	VTLD5	CLUTCH BUTTONS BUTTON, DIAGONAL HOLES	$ 4.25	US
CARLISLE	VTLD5R	VTLD5R	CLUTCH BUTTONS BUTTON, REV DIAGONAL	$ 4.25	US
CARLISLE	VTLD7	VTLD7	CLUTCH BUTTONS BUTTON, DIAGONAL HOLES	$ 4.32	US
CARLISLE	VTLD7R	VTLD7R	CLUTCH BUTTONS BUTTON, DIAGONAL HOLES	$ 4.32	US

CARLISLE	VTLD8	VTLD8	CLUTCH BUTTONS BUTTON, DIAGONAL HOLES	$ 4.40	US
CARLISLE	VTLD8R	VTLD8R	CLUTCH BUTTONS BUTTON, REV DIAGONAL	$ 4.40	US
CARLISLE	VTLJ8	VTLJ8	CLUTCH BUTTONS BUTTON, FLAT	$ 5.30	US
CARLISLE	VTLJ8.5	VTLJ8.5	CLUTCH BUTTONS BUTTON, FLAT	$ 5.78	US
CARLISLE	VTS1	VTS1	CLUTCH BUTTONS BUTTON, FLAT	$ 2.91	US
CARLISLE	VTS2	VTS2	CLUTCH BUTTONS BUTTON, FLAT	$ 2.92	US
CARLISLE	VTS4	VTS4	CLUTCH BUTTONS BUTTON, FLAT	$ 3.00	US
CARLISLE	VTS5	VTS5	CLUTCH BUTTONS BUTTON, FLAT	$ 3.08	US
CARLISLE	WPC10792	WPC10792	CORK DISC, OD GEAR (208 TH) Material:...	$ 225.40	US
CARLISLE	WPC10889	WPC10889	PAPER DISC Material: PAPER; Groove...	$ 14.36	US
CARLISLE	WPC10891	WPC10891	PAPER DISC Material: PAPER; Groove...	$ 24.15	US
CARLISLE	WPC10895	WPC10895	PAPER DISC Material: PAPER; Grove...	$ 31.68	US
CARLISLE	WPC11052UT	WPC11052UT	PAPER DISC, ID GEAR Material: PAPER;...	$ 971.77	US
CARLISLE	WPC11055	WPC11055	CORK DISC, OD GEAR Material: CORK;...	$ 964.72	US
CARLISLE	WPC11351	WPC11351	PAPER DISCS CORK DISC, OD GEAR	$ 276.69	US
CARLISLE	WPC11354	WPC11354	PAPER DISCS PAPER DISC	$ 151.70	US
CARLISLE	WPC11354UT	WPC11354UT	PAPER DISCS PAPER DISC	$ 164.73	US
CARLISLE	WPC11357	WPC11357	PAPER DISCS PAPER DISC, ID GEAR	$ 441.65	US
CARLISLE	WPC11360	WPC11360	PAPER DISCS PAPER DISC, ID GEAR	$ 142.63	US
CARLISLE	WPC11373	WPC11373	PAPER DISCS PAPER DISC, ID GEAR	$ 123.89	US
CARLISLE	WPC11376	WPC11376	PAPER DISCS PAPER DISC, ID GEAR	$ 162.76	US
CARLISLE	WPC11376UT	WPC11376UT	PAPER DISCS PAPER DISC, ID GEAR	$ 216.36	US
CARLISLE	WPC11383	WPC11383	PAPER DISCS CORK DISC, OD GEAR	$ 370.08	US
CARLISLE	WPC11386	WPC11386	PAPER DISCS PAPER DISC, ID GEAR	$ 357.23	US
CARLISLE	WPC11386UT	WPC11386UT	PAPER DISCS PAPER DISC, ID GEAR	$ 357.24	US
CARLISLE	WPC11388	WPC11388	CORK DISC, OD GEAR CORK DISC, OD GEAR	$ 276.69	US
CARLISLE	WPC11393	WPC11393	CORK DISC, OD GEAR Material: CORK;...	$ 434.37	US
CARLISLE	WPC11396	WPC11396	PAPER DISC, ID GEAR Material: PAPER;...	$ 391.18	US
CARLISLE	WPC11416	WPC11416	DISC, PAPER, ID GEAR DISC, PAPER, ID...	$ 245.90	US
CARLISLE	WPC11418	WPC11418	PAPER DISCS PAPER DISC, ID GEAR	$ 72.60	US
CARLISLE	WPC11420	WPC11420	PAPER DISCS PAPER DISC, ID GEAR	$ 92.34	US
CARLISLE	WPC11580	WPC11580	PAPER DISCS PAPER DISC, ID GEAR	$ 82.24	US
CARLISLE	WPC11955UT	WPC11955UT	PAPER DISC, ID GEAR Material: PAPER;...	$ 56.17	US
CARLISLE	WPC12024	WPC12024	PAPER DISCS PAPER DISC	$ 157.71	IT
CARLISLE	WPC12089	WPC12089	PAPER DISCS PAPER DISC, ID GEAR	$ 27.88	IT
CARLISLE	WPC12159	WPC12159	PAPER DISC, ID GEAR Material: PAPER;...	$ 38.86	IT
CARLISLE	WPC12465	WPC12465	PAPER DISC, ID GEAR Material: PAPER;...	$ 45.63	IT
CARLISLE	WPC12466	WPC12466	PAPER DISC, ID GEAR Material: PAPER;...	$ 26.04	IT
CARLISLE	WPC12467	WPC12467	PAPER DISC, ID GEAR Material: PAPER;...	$ 44.32	IT

CARLISLE	WPC12468	WPC12468	PAPER DISC, ID GEAR Material: PAPER;...	$ 44.11	IT
CARLISLE	WPC12687	WPC12687	PAPER DISCS PAPER DISC, ID GEAR	$ 327.40	US
CARLISLE	WPC12687UT	WPC12687UT	PAPER DISCS PAPER DISC, ID GEAR	$ 294.06	US
CARLISLE	WPC12688	WPC12688	PAPER DISC, ID GEAR PAPER DISC, ID GEAR	$ 227.10	US
CARLISLE	WPC12688UT	WPC12688UT	PAPER DISCS PAPER DISC, ID GEAR	$ 223.15	US
CARLISLE	WPC12926	WPC12926	PAPER DISC, ID GEAR Material: PAPER;...	$ 14.09	US
CARLISLE	WPC13169	WPC13169	PAPER DISCS PAPER DISC, ID GEAR	$ 38.69	IT
CARLISLE	WPC13224UT	WPC13224UT	PAPER DISCS PAPER DISC, ID GEAR	$ 459.70	US
CARLISLE	WPC13587UT	WPC13587UT	PAPER DISCS PAPER DISC, ID GEAR	$ 1,032.18	US
CARLISLE	WPC13589	WPC13589	PAPER DISCS DAMPER DISC, OD GEAR	$ 1,251.73	US
CARLISLE	WPC13746	WPC13746	PAPER DISCS PAPER DISC, ID GEAR	$ 216.36	US
CARLISLE	WPC13905	WPC13905	PAPER DISCS CORK DISC, OD GEAR	$ 828.24	US
CARLISLE	WPC15630UT	WPC15630UT	PAPER DISCS DISC, PAPER, ID GEAR	$ 658.88	US
CARLISLE	WPC6797	WPC6797	PAPER DISCS PAPER DISC, ID GEAR	$ 46.73	IT
CARLISLE	WPC7768	WPC7768	PAPER DISC Material: PAPER; Groove...	$ 238.60	US
CARLISLE	WPC7774	WPC7774	PAPER DISC Material: PAPER; Groove...	$ 181.66	US
CARLISLE	WPC7881	WPC7881	PAPER DISC Material: PAPER; Groove...	$ 25.90	US
CARLISLE	WPC7899	WPC7899	PAPER DISC Material: PAPER; Groove...	$ 205.58	US
CARLISLE	WPC7947	WPC7947	PAPER DISC Material: PAPER; Groove...	$ 123.35	US
CARLISLE	WPC8272	WPC8272	CORK DISC, OD GEAR Material: CORK;...	$ 277.58	US
CARLISLE	WPC8293	WPC8293	PAPER DISC, ID GEAR Material: PAPER;...	$ 29.02	IT
CARLISLE	WPC8973	WPC8973	CORK DISC, OD (226 TH) Material:...	$ 334.57	US
CARLISLE	WPC9504	WPC9504	PAPER DISCS PAPER DISC	$ 89.71	US
CARLISLE	WPC9510A	WPC9510A	PAPER DISCS PAPER DISC, ID GEAR	$ 81.68	US
CARLISLE	WPC9511	WPC9511	PAPER DISCS PAPER DISC, ID GEAR	$ 55.37	US
CARLISLE	WPC9515	WPC9515	PAPER DISCS PAPER DISC, ID GEAR	$ 75.78	US
CARLISLE	WPC9519	WPC9519	PAPER DISCS PAPER DISC, ID GEAR	$ 44.71	US
CARLISLE	WPC9528	WPC9528	PAPER DISCS PAPER DISC, ID GEAR	$ 23.43	US
CARLISLE	WPC9531	WPC9531	PAPER DISCS PAPER DISC, ID GEAR	$ 56.56	IT
CARLISLE	WPC9600S	WPC9600S	PAPER DISC, ID GEAR PAPER DISC, ID GEAR	$ 174.43	US
CARLISLE	WPC9600UT	WPC9600UT	PAPER DISCS PAPER DISC	$ 276.47	US
CARLISLE	WPC9616	WPC9616	PAPER DISCS PAPER DISC, ID GEAR	$ 119.56	US
CARLISLE	WPC9616UT	WPC9616UT	PAPER DISCS PAPER DISC, ID GEAR	$ 137.49	US
CARLISLE	WPC9620	WPC9620	PAPER DISCS CORK DISC, OD GEAR	$ 174.72	US
CARLISLE	WPC9650	WPC9650	PAPER DISCS PAPER DISC, ID GEAR	$ 18.59	IT
CARLISLE	WPD0052K	WPD0052K	ON-HWY BRAKE PADS FMSI D52 F1 FLEET	$ 62.24	US
CARLISLE	WPD0120K	WPD0120K	ON-HWY BRAKE PADS FMSI D120 F1 FLEET	$ 84.53	US
CARLISLE	WPD0149K	WPD0149K	ON-HWY BRAKE PADS FMSI D149 F1 FLEET	$ 78.69	US
CARLISLE	WPD0149T	WPD0149T	ON-HWY BRAKE PADS FMSI D149 F3 FLEET	$ 84.05	US

CARLISLE	WPD0153K	WPD0153K	ON-HWY BRAKE PADS FMSI D153 F1 FLEET	$ 96.57	US
CARLISLE	WPD0154K	WPD0154K	ON-HWY BRAKE PADS FMSI D154 F1 FLEET	$ 70.33	US
CARLISLE	WPD0184T	WPD0184T	ON-HWY BRAKE PADS FMSI D184 F3 FLEET	$ 138.70	US
CARLISLE	WPD0224T	WPD0224T	ON-HWY BRAKE PADS FMSI D224 F3 FLEET	$ 138.70	US
CARLISLE	WPD0225T	WPD0225T	ON-HWY BRAKE PADS FMSI D225 F3 FLEET	$ 140.39	US
CARLISLE	WPD0236T	WPD0236T	ON-HWY BRAKE PADS FMSI D236 F3 FLEET	$ 150.54	US
CARLISLE	WPD0333K	WPD0333K	ON-HWY BRAKE PADS FMSI D333 F1 FLEET	$ 84.34	MX
CARLISLE	WPD0369K	WPD0369K	ON-HWY BRAKE PADS FMSI D369 F1 FLEET	$ 78.49	US
CARLISLE	WPD0369T	WPD0369T	ON-HWY BRAKE PADS FMSI D369 F3 FLEET	$ 80.83	US
CARLISLE	WPD0370K	WPD0370K	ON-HWY BRAKE PADS FMSI D370 F1 FLEET	$ 75.76	US
CARLISLE	WPD0411T	WPD0411T	ON-HWY BRAKE PADS FMSI D411 F3 FLEET	$ 165.59	US
CARLISLE	WPD0438K	WPD0438K	ON-HWY BRAKE PADS FMSI D438 F1 FLEET	$ 53.17	MX
CARLISLE	WPD0450K	WPD0450K	ON-HWY BRAKE PADS FMSI D450 F1 FLEET	$ 100.54	US
CARLISLE	WPD0459K	WPD0459K	ON-HWY BRAKE PADS FMSI D459 F1 FLEET	$ 76.46	US
CARLISLE	WPD0459T	WPD0459T	ON-HWY BRAKE PADS FMSI D459 F3 FLEET	$ 86.24	US
CARLISLE	WPD0546T	WPD0546T	ON-HWY BRAKE PADS FMSI D546 F3 FLEET	$ 167.46	US
CARLISLE	WPD0652K	WPD0652K	ON-HWY BRAKE PADS FMSI D652 F1 FLEET	$ 79.95	US
CARLISLE	WPD0655K	WPD0655K	ON-HWY BRAKE PADS FMSI D655 F1 FLEET	$ 88.73	US
CARLISLE	WPD0655T	WPD0655T	ON-HWY BRAKE PADS FMSI D655 F3 FLEET	$ 96.57	US
CARLISLE	WPD0679T	WPD0679T	ON-HWY BRAKE PADS FMSI D679 F3 FLEET	$ 108.72	US
CARLISLE	WPD0702K	WPD0702K	ON-HWY BRAKE PADS FMSI D702 F1 FLEET	$ 95.48	US
CARLISLE	WPD0729K	WPD0729K	ON-HWY BRAKE PADS FMSI D729 F1 FLEET	$ 82.74	US
CARLISLE	WPD0756K	WPD0756K	ON-HWY BRAKE PADS FMSI D756 F1 FLEET	$ 105.20	US
CARLISLE	WPD0756T	WPD0756T	ON-HWY BRAKE PADS FMSI D756 F3 FLEET	$ 108.57	US
CARLISLE	WPD0757K	WPD0757K	ON-HWY BRAKE PADS FMSI D757 F1 FLEET	$ 90.36	US
CARLISLE	WPD0769T	WPD0769T	ON-HWY BRAKE PADS FMSI D769 F3 FLEET	$ 183.25	US
CARLISLE	WPD0777T	WPD0777T	ON-HWY BRAKE PADS FMSI D777 F3 FLEET	$ 111.09	US
CARLISLE	WPD0784K	WPD0784K	ON-HWY BRAKE PADS FMSI D784 F1 FLEET	$ 110.79	US
CARLISLE	WPD0785K	WPD0785K	ON-HWY BRAKE PADS FMSI D785 F1 FLEET	$ 105.56	US
CARLISLE	WPD0786AT	WPD0786AT	ON-HWY BRAKE PADS FMSI D786A F3 FLEET	$ 160.01	US
CARLISLE	WPD0786T	WPD0786T	ON-HWY BRAKE PADS FMSI D786 F3 FLEET	$ 163.40	US
CARLISLE	WPD0802K	WPD0802K	ON-HWY BRAKE PADS FMSI D802 F1 FLEET	$ 100.14	US
CARLISLE	WPD0802T	WPD0802T	ON-HWY BRAKE PADS FMSI D802 F3 FLEET	$ 104.87	US
CARLISLE	WPD0825T	WPD0825T	ON-HWY BRAKE PADS FMSI D825 F3 FLEET	$ 125.55	US
CARLISLE	WPD0827K	WPD0827K	ON-HWY BRAKE PADS FMSI D827 F1 FLEET	$ 182.64	US
CARLISLE	WPD0858K	WPD0858K	ON-HWY BRAKE PADS FMSI D858 F1 FLEET	$ 81.32	MX
CARLISLE	WPD0909K	WPD0909K	ON-HWY BRAKE PADS FMSI D909 F1 FLEET	$ 131.59	US
CARLISLE	WPD0949TA	WPD0949TA	ON-HWY BRAKE PADS FMSI D949 F3 FLEET...	$ 118.86	US
CARLISLE	WPD0965K	WPD0965K	ON-HWY BRAKE PADS FMSI D965 F1 FLEET	$ 99.53	US

CARLISLE	WPD0967K	WPD0967K	ON-HWY BRAKE PADS FMSI D967 F1 FLEET	$ 97.58	US
CARLISLE	WPD0989K	WPD0989K	ON-HWY BRAKE PADS FMSI D989 F1 FLEET	$ 104.09	US
CARLISLE	WPD1006T	WPD1006T	ON-HWY BRAKE PADS FMSI D1006 F3 FLEET	$ 118.71	US
CARLISLE	WPD1006TA	WPD1006TA	ON-HWY BRAKE PADS FMSI D1006 F3 FLEET...	$ 124.39	US
CARLISLE	WPD1010K	WPD1010K	ON-HWY BRAKE PADS FMSI D1010 F1 FLEET	$ 107.41	MX
CARLISLE	WPD1011K	WPD1011K	ON-HWY BRAKE PADS FMSI D1011 F1 FLEET	$ 98.94	US
CARLISLE	WPD1012K	WPD1012K	ON-HWY BRAKE PADS FMSI D1012 F1 FLEET	$ 91.47	US
CARLISLE	WPD1027T	WPD1027T	ON-HWY BRAKE PADS FMSI D1027...	$ 124.05	US
CARLISLE	WPD1058K	WPD1058K	ON-HWY BRAKE PADS FMSI D1058 F1 FLEET	$ 98.33	US
CARLISLE	WPD1062K	WPD1062K	ON-HWY BRAKE PADS FMSI D1062 F1 FLEET	$ 121.97	MX
CARLISLE	WPD1066T	WPD1066T	ON-HWY BRAKE PADS FMSI D1066 F3 FLEET	$ 130.93	US
CARLISLE	WPD1067T	WPD1067T	ON-HWY BRAKE PADS FMSI D1067 F3 FLEET	$ 86.15	US
CARLISLE	WPD1068K	WPD1068K	ON-HWY BRAKE PADS FMSI D1068 F1 FLEET	$ 106.26	US
CARLISLE	WPD1136T	WPD1136T	ON-HWY BRAKE PADS FMSI D1136 F3 FLEET	$ 107.50	US
CARLISLE	WPD1169K	WPD1169K	ON-HWY BRAKE PADS FMSI D1169 F1 FLEET	$ 120.13	MX
CARLISLE	WPD1194K	WPD1194K	ON-HWY BRAKE PADS FMSI D1194 F1 FLEET	$ 113.73	US
CARLISLE	WPD1268T	WPD1268T	ON-HWY BRAKE PADS FMSI D1268 F3 FLEET	$ 120.61	US
CARLISLE	WPD1268TA	WPD1268TA	ON-HWY BRAKE PADS FMSI D1268 F3 FLEET...	$ 131.93	US
CARLISLE	WPD1278K	WPD1278K	ON-HWY BRAKE PADS FMSI D1278 F1 FLEET	$ 164.12	US
CARLISLE	WPD1279K	WPD1279K	ON-HWY BRAKE PADS FMSI D1279 F1 FLEET...	$ 118.66	US
CARLISLE	WPD1293K	WPD1293K	ON-HWY BRAKE PADS FMSI D1293 F1 FLEET	$ 91.67	US
CARLISLE	WPD1316T	WPD1316T	ON-HWY BRAKE PADS FMSI D1316 DODGE 2500	$ 123.03	US
CARLISLE	WPD1316TA	WPD1316TA	ON-HWY BRAKE PADS FMSI D1316 F3 FLEET...	$ 135.45	US
CARLISLE	WPD1317T	WPD1317T	ON-HWY BRAKE PADS FMSI D1317 DODGE 2500	$ 112.18	US
CARLISLE	WPD1317TA	WPD1317TA	ON-HWY BRAKE PADS FMSI D1317 F3 FLEET...	$ 122.66	US
CARLISLE	WPD1318T	WPD1318T	ON-HWY BRAKE PADS FMSI D1318 DODGE 3500	$ 112.37	US
CARLISLE	WPD1318TA	WPD1318TA	ON-HWY BRAKE PADS FMSI D1318 F3 FLEET...	$ 122.72	US
CARLISLE	WPD1326K	WPD1326K	ON-HWY BRAKE PADS FMSI D1326 F1 FLEET	$ 87.23	MX
CARLISLE	WPD1327K	WPD1327K	ON-HWY BRAKE PADS FMSI D1327 F1 FLEET	$ 100.54	US
CARLISLE	WPD1328K	WPD1328K	ON-HWY BRAKE PADS FMSI D1328 FORD SD	$ 118.13	US
CARLISLE	WPD1329K	WPD1329K	ON-HWY BRAKE PADS FMSI D1329 FORD SD	$ 100.54	US
CARLISLE	WPD1329T	WPD1329T	ON-HWY BRAKE PADS FMSI D1329 FORD SD	$ 108.88	US
CARLISLE	WPD1330K	WPD1330K	ON-HWY BRAKE PADS FMSI D1330 FORD SD	$ 117.13	US
CARLISLE	WPD1330T	WPD1330T	ON-HWY BRAKE PADS FMSI D1330 FORD SD	$ 117.36	US
CARLISLE	WPD1333K	WPD1333K	ON-HWY BRAKE PADS FMSI D1333 F1 FLEET	$ 125.67	US
CARLISLE	WPD1333T	WPD1333T	ON-HWY BRAKE PADS FMSI D1333 F3 FLEET	$ 129.93	US
CARLISLE	WPD1334K	WPD1334K	ON-HWY BRAKE PADS FMSI D1334 F1 FLEET	$ 102.02	US
CARLISLE	WPD1335T	WPD1335T	ON-HWY BRAKE PADS FMSI D1335 F3 FLEET	$ 163.49	US
CARLISLE	WPD1363K	WPD1363K	ON-HWY BRAKE PADS FMSI D1363 F1 FLEET	$ 112.92	US

CARLISLE	WPD1377K	WPD1377K	ON-HWY BRAKE PADS FMSI D1377 F1 FLEET	$ 83.88	US
CARLISLE	WPD1392K	WPD1392K	ON-HWY BRAKE PADS FMSI D1392 F1 FLEET	$ 102.52	US
CARLISLE	WPD1399K	WPD1399K	ON-HWY BRAKE PADS FMSI D1399 F1 FLEET	$ 183.21	US
CARLISLE	WPD1399T	WPD1399T	ON-HWY BRAKE PADS FMSI D1399 F3 FLEET	$ 186.24	US
CARLISLE	WPD1400K	WPD1400K	ON-HWY BRAKE PADS FMSI D1400 F1 FLEET	$ 156.39	US
CARLISLE	WPD1400T	WPD1400T	ON-HWY BRAKE PADS FMSI D1400 F3 FLEET	$ 157.43	US
CARLISLE	WPD1411K	WPD1411K	ON-HWY BRAKE PADS FMSI D1411 F1 FLEET	$ 127.95	US
CARLISLE	WPD1411T	WPD1411T	ON-HWY BRAKE PADS FMSI D1411 F3 FLEET	$ 135.05	US
CARLISLE	WPD1414K	WPD1414K	ON-HWY BRAKE PADS FMSI D1414 F1 FLEET	$ 110.89	US
CARLISLE	WPD1455K	WPD1455K	ON-HWY BRAKE PADS FMSI D1455 F1 FLEET	$ 140.69	US
CARLISLE	WPD1498K	WPD1498K	ON-HWY BRAKE PADS FMSI D1498 DODGE TRUCK	$ 121.43	US
CARLISLE	WPD1508K	WPD1508K	ON-HWY BRAKE PADS FMSI D1508 F1 FLEET	$ 137.00	US
CARLISLE	WPD1540K	WPD1540K	ON-HWY BRAKE PADS FMSI D1540 F1 FLEET	$ 86.93	US
CARLISLE	WPD1565K	WPD1565K	ON-HWY BRAKE PADS D1565, D1411 F1 FLEET	$ 150.79	US
CARLISLE	WPD1565KA	WPD1565KA	ON-HWY BRAKE PADS D1565, D1411 F1 FLEET	$ 145.05	US
CARLISLE	WPD1565T	WPD1565T	ON-HWY BRAKE PADS D1565, D1411 F3 FLEET	$ 165.17	US
CARLISLE	WPD1565TA	WPD1565TA	ON-HWY BRAKE PADS D1565, D1411 F3 FLEET	$ 159.42	US
CARLISLE	WPD1680K	WPD1680K	ON-HWY BRAKE PADS FMSI D1680 F1 FLEET	$ 154.02	US
CARLISLE	WPD1680T	WPD1680T	ON-HWY BRAKE PADS FMSI D1680 F3 FLEET	$ 166.45	US
CARLISLE	WPD1691K	WPD1691K	ON-HWY BRAKE PADS FMSI D1691 F1 FLEET	$ 151.05	MX
CARLISLE	WPD1691T	WPD1691T	ON-HWY BRAKE PADS FMSI D1691 F3 FLEET	$ 163.38	US
CARLISLE	WPD6000K	WPD6000K	ON-HWY BRAKE PADS BRK PAD SET FORD	$ 94.10	MX
CARLISLE	WPD7000P	WPD7000P	OFF-HWY DRY CAL BRAKE PADS BRK PAD,...	$ 165.07	MX
CARLISLE	WPD7002P	WPD7002P	OFF-HWY DRY CAL BRAKE PADS BRK PAD,...	$ 156.17	MX
CARLISLE	WPD7005P	WPD7005P	OFF-HWY DRY CAL BRAKE PADS BRK PAD,...	$ 153.58	MX
CARLISLE	WPD7011P-1	WPD7011P-1	OFF-HWY DRY CAL BRAKE PADS BRK PAD,...	$ 92.52	MX
CARLISLE	WPD7011P-2	WPD7011P-2	OFF-HWY DRY CAL BRAKE PADS BRK PAD,...	$ 92.52	MX
CARLISLE	WPD7012P-1	WPD7012P-1	OFF-HWY DRY CAL BRAKE PADS BRK PAD,...	$ 105.48	MX
CARLISLE	WPD7012P-2	WPD7012P-2	OFF-HWY DRY CAL BRAKE PADS BRK PAD,...	$ 108.63	MX
CARLISLE	WPD7014P-1	WPD7014P-1	BRK PAD BRK PAD, PREMIUM	$ 223.28	MX
CARLISLE	WPD7014P-2	WPD7014P-2	BRK PAD BRK PAD, PREMIUM	$ 223.28	MX
CARLISLE	WPD7017P	WPD7017P	OFF-HWY DRY CAL BRAKE PADS BRK PAD,...	$ 90.65	MX
CARLISLE	WPD7026K	WPD7026K	ON-HWY BRAKE PADS WVA 21468	$ 56.72	MX
CARLISLE	WPD7035	WPD7035	OFF-HWY DRY CAL BRAKE PADS VANGUARD...	$ 295.09	US
CARLISLE	WPK11273UT	WPK11273UT	COLLATED DISC PACKS BRK PACK ASSY	$ 19,178.81	US
CARLISLE	WPK11955UT	WPK11955UT	COLLATED DISC PACKS ASSEMBLY, CLUTCH...	$ 289.04	US
CARLISLE	WPK15204	WPK15204	COLLATED DISC PACKS CLUTCH PACK ASSY	$ 422.76	IT
CARLISLE	WPK15205	WPK15205	COLLATED DISC PACKS CLUTCH PACK ASSY	$ 278.22	IT
CARLISLE	WPK15206	WPK15206	COLLATED DISC PACKS CLUTCH PACK ASSY	$ 226.40	IT

CARLISLE	WPK15207	WPK15207	COLLATED DISC PACKS CLUTCH PACK ASSY	$ 310.09	IT
CARLISLE	WPK15208	WPK15208	COLLATED DISC PACKS CLUTCH PACK ASSY	$ 284.44	IT
CARLISLE	Z173276T20	Z173276T20	SERVICE BRAKES CHAMBER BRK ASSY	$ 920.98	US
CARLISLE	Z543276X24	Z543276X24	DRUM BRAKES CHAMBER BRK ASSY	$ 1,452.00	US
CARLISLE	Z573276T20	Z573276T20	DRUM BRAKES CHAMBER BRK ASSY	$ 927.09	US
CARLISLE	Z573276X24	Z573276X24	DRUM BRAKES CHAMBER BRK ASSY	$ 932.34	US

ITEM 6

TOWN OF BAY HARBOR ISLANDS
POLICE DEPARTMENT
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager
CC:	Tania Cruz-Gimenez, Interim Town Attorney Evelyn Herbello, Town Clerk
FROM:	Luis Alvarez Chief of Police
DATE:	May 20th, 2026.
SUBJECT:	Town of Bay Harbor Islands – Consideration for approval and authorization of the expenditure of the funds to purchase a new Police Department Vessel.

RECOMMENDATION

Approve the expenditure of the funds allocated to purchase the new Police Department Vessel in conjunction with the grant funds received by Floria Inland Navigation District (FIND) Waterways Assistance Program. Request the approval of resolution from Council to waive the competitive bidding for the open market items outside of GSA pricing according to Sec.2-1-2. Subsection b).

BACKGROUND

The Town of Bay Harbor Islands Police Department has budgeted for the purchase of a new marine patrol vessel and has been awarded a grant through Florida Inland Navigation District ("FIND"). In accordance with the grant requirements, the Town is responsible for providing matching funds equal to the grant award amount, for a total project cost of $250,000. The Town's current marine patrol vessel has reached the end of its operational service life and is expected to be decommissioned in the near future. Continued reliance on a single vessel that frequently experiences mechanical failures and extended out-of-service periods significantly limits the Police Department's ability to

effectively respond to boating incidents, marine emergencies, and other public safety matters on the Town's waterways.
The acquisition of a new marine patrol vessel will ensure continued operational readiness, strengthen emergency response capabilities, and enhance public safety throughout the Town's waterways and surrounding areas.

The proposed pricing for the vessel is based on the manufacturer's suggested retail price ("MSRP") of $199,227.40 under an existing GSA contract. However, the quoted price does not include certain additional open-market components and equipment necessary to complete the build and fully outfit the vessel for law enforcement operations.
Accordingly, approval is requested for a resolution waiving competitive bidding requirements for the purchase and installation of additional equipment and components. The waiver is necessary because all supplemental items will be installed by the manufacturer as part of the original factory build and under the factory warranty. Procuring these items separately through a competitive bidding process would delay completion of the vessel, potentially void or limit warranty coverage, and create compatibility and integration issues with the original factory installation. Additionally, separate procurement could result in incomplete coverage of all required equipment and compromise the efficiency and reliability of the final vessel configuration.

FISCAL ANAYSIS

GL Line-Item Number: 301.5210.400064.000 Machinery & Equipment
Total Amount Budgeted: $250,000

Note: 50% of the purchase price ($125,000) is funded by FIND Grant Fund.

EXECUTE

Purchase to be made in June 2026. Expected delivery Augst 2026.

ATTACHMENTS

1. GSA Cooperative Purchasing Agreement Memorandum to State and Local Purchasing Agents
2. FIND Grant Project Agreement
3. GSA Proforma Invoice for Fluid Vessel

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF A NEW POLICE DEPARTMENT MARINE PATROL VESSEL IN CONJUNCTION WITH A FLORIDA INLAND NAVIGATION DISTRICT (FIND) WATERWAYS ASSISTANCE PROGRAM GRANT; WAIVING COMPETITIVE BIDDING REQUIREMENTS FOR CERTAIN OPEN-MARKET ITEMS PURSUANT TO SECTION 2-1.2(b) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands Police Department has budgeted for the purchase of a new marine patrol vessel and has been awarded grant funding from the Florida Inland Navigation District ("FIND"), requiring matching funds by the Town for a total project cost of $250,000; and

WHEREAS, the Town's existing marine patrol vessel has reached the end of its service life and its continued unreliability limits the Police Department's ability to respond to marine emergencies and public safety needs; and

WHEREAS, the acquisition of a new vessel will enhance operational readiness, improve emergency response capabilities, and promote public safety on the Town's waterways; and

WHEREAS, the vessel is being procured through GSA pricing; however, additional equipment and components necessary for law enforcement operations are only available as open-market items to be installed by the manufacturer; and

WHEREAS, procuring such items outside the original manufacturer build would cause delays, potential warranty issues, and integration complications; and

WHEREAS, Section 2-1.2(b) of the Town Code authorizes the waiver of competitive bidding in the best interest of the Town.

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

Section 1. The foregoing recitals are incorporated herein as true and correct.

Section 2. The Town Council hereby approves the expenditure of funds in an amount not to exceed $250,000 for the purchase of a new Police Department marine patrol vessel in conjunction with the FIND Waterways Assistance Program grant.

Section 3. The Town Council hereby waives competitive bidding requirements, pursuant to Section 2-1.2(b) of the Town Code, for the purchase and installation of open-market equipment and components necessary to fully outfit the vessel.

Section 4. The Town Manager, or designee, is authorized to take all actions necessary to implement this Resolution, including executing purchase documents and coordinating with the manufacturer.

Section 5. The Town Manager and staff are authorized to take all actions necessary to carry out the intent of this Resolution.

Section 6: This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2026.

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION

Council Member Isaac Salver _____
Council Member Stephanie Bruder _____
Council Member Molly Diallo _____
Council Member Joshua Fuller _____
Council Member Eric Rappaport _____
Council Member Elchonon Shagalov _____
Council Member Robert Yaffe _____

_____
Isaac Salver
Mayor

ATTEST:

_____
Evelyn Herbello, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND BENEFIT OF THE TOWN ONLY:

_____
McCarter & English
Tania Cruz-Gimenez, Esq.
Interim Town Attorney

ITEM 7

TOWN OF BAY HARBOR ISLANDS
POLICE DEPARTMENT
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager
CC:	Tania Cruz-Gimenez, Interim Town Attorney Evelyn Herbello, Town Clerk
FROM:	Luis Alvarez Chief of Police
DATE:	May 20th, 2026
SUBJECT:	Town of Bay Harbor Islands – Consideration for approval and authorization for the purchase of (5) five new Police Department Vehicles.

RECOMMENDATION

It is recommended that the Town approve the immediate acquisition of five Chevrolet Tahoe vehicles, as part of the Department's five-year fleet replacement plan, in the amount of $427,145.80. Funds will cover the costs associated with lease-to-own vehicle contracts, as well as the necessary configurations and modifications required to prepare the vehicles for operational police readiness.

The purchase of new police vehicles and the associated configurations are essential to police operations and will allow the Department to address current fleet shortages, replace aging vehicles, support incoming personnel, and improve the overall reliability and operational readiness of its fleet.

BACKGROUND

The Police Department currently has an authorized staffing allocation of 31 sworn positions. Of those 31 positions, 25 require marked police vehicles for patrol and operational assignments. The Department currently has five vacant sworn positions that

are expected to be filled by October 1, 2026. In addition, it is anticipated that the Department will request two additional sworn positions during the upcoming budget process, which will require two additional marked vehicles.

The Department currently operates 25 marked vehicles. However, approximately 32% of the fleet is nine years old or older, and several vehicles have exceeded 100,000 miles. The Department also recently decommissioned nine vehicles from service, further reducing available fleet capacity. Based on the current condition and age of the fleet, it is recommended that five vehicles be replaced immediately.

FISCAL ANALYSIS

The Department is requesting the following immediate fleet enhancements. In FY26, these enhancements will be funded using available salary savings. Future payments will require budgeted funds from line-item titled, "Machinery and Equipment" (001.5210.400064.000).

Five (5) lease-to-own vehicle contracts paid over 5 years ($352,713.80)

- Four (4) Chevrolet Tahoe standard vehicles equipped for patrol operations = $273,359.20.
    - $53,697.60 in lease costs per vehicle x 4 vehicles = $214,790.40
    - $13,882.20 in interest x 4 vehicles = $55,528.80
    - $360.00 for delivery and administration fees = $1,440.00
    - $400.00 service charge due at lease termination = $1,600.00

- One (1) unmarked Chevrolet Tahoe vehicle configured for administrative and/or investigative use = $79,354.60
    - $62,226.60 in lease costs
    - $16,368.00 in interest
    - $360.00 for delivery and administration fees
    - $400.00 service charge due at lease termination

Vehicle configuration for police usage and safety ($74,432)

- One-time cost to configure and equip five (5) vehicles for police use = $66,532
- Installation of partition cages in two (2) police vehicles = $7,900

Procurement

The proposed vehicle acquisition will be procured through Sourcewell's competitively solicited cooperative purchasing program, under a contract awarded to Enterprise Fleet Management, Inc., in accordance with Sourcewell's public procurement process for fleet management services.

Five-Year Fleet Capital Replacement Schedule and Vehicle Modification Costs

Fleet	5-YR Total	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
Patrol Vehicle	$68,339.80	$3,738.99	$13,515.96	$13,515.96	$13,515.96	$13,515.96	$10,536.97
Patrol Vehicle	$68,339.80	$3,738.99	$13,515.96	$13,515.96	$13,515.96	$13,515.96	$10,536.97
Patrol Vehicle	$68,339.80	$3,738.99	$13,515.96	$13,515.96	$13,515.96	$13,515.96	$10,536.97
Patrol Vehicle	$68,339.80	$3,738.99	$13,515.96	$13,515.96	$13,515.96	$13,515.96	$10,536.97
Administrative Vehicle	$79,354.60	$4,289.73	$15,718.92	$15,718.92	$15,718.92	$15,718.92	$12,189.19
Recurring Costs Sub-total	**$352,713.80**	**$19,245.69**	**$69,782.76**	**$69,782.76**	**$69,782.76**	**$69,782.76**	**$54,337.07**
New Vehicle configurations		$66,532.00	$0.00	$0.00	$0.00	$0.00	$0.00
Installation of Cages		$7,900.00	$0.00	$0.00	$0.00	$0.00	$0.00
One-time Costs Sub-total	**$74,432.00**	**$74,432.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Total	**$427,145.80**	**$93,677.69**	**$69,782.76**	**$69,782.76**	**$69,782.76**	**$69,782.76**	**$54,337.07**

Note: In FY26, the fleet charge is for both a pro-rated lease term of 3 months and initial administrative fees of ($360) incurred with the new contract lease. In FY31, fleet costs include the remaining 9-month lease term and a $400 service charge due at lease termination.

GL Line-Item Number: 001.5210.400064.000

Total cost: $427,145.80

The expenditure will be funded by salary savings from existing vacancies within the Law Enforcement Budget.

EXECUTE

Expected purchases to be made in the month of June 2026. Expected delivery date of July 2026.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE EXPENDITURE FOR THE ACQUISITION OF FIVE (5) CHEVROLET TAHOE POLICE VEHICLES PURSUANT TO THE POLICE DEPARTMENT FIVE-YEAR FLEET REPLACEMENT PLAN; AUTHORIZING PROCUREMENT THROUGH A COOPERATIVE PURCHASING PROGRAM; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Police Department requires reliable and sufficient fleet vehicles to support its authorized staffing and operational needs; and

WHEREAS, the Department currently operates an aging fleet with a portion exceeding nine (9) years of service and 100,000 miles, and has recently decommissioned several vehicles; and

WHEREAS, the acquisition of five (5) Chevrolet Tahoe vehicles is necessary to replace aging vehicles, support incoming personnel, and maintain operational readiness; and

WHEREAS, the total cost for the acquisition, including lease-to-own agreements and vehicle configurations, is $427,145.80; and

WHEREAS, funding for the acquisition will be provided through available salary savings within the Law Enforcement Budget; and

WHEREAS, procurement will be conducted through Sourcewell's cooperative purchasing program in compliance with applicable purchasing requirements.

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 incorporated herein as true and correct.

Section 2. The Town Council hereby approves the expenditure in an amount not to exceed $427,145.80 for the acquisition of five (5) Chevrolet Tahoe police vehicles.

Section 3. The Town Council hereby authorizes procurement through Sourcewell's cooperative purchasing program.

Section 4. The Town Manager, or designee, is authorized to take all actions necessary to implement this Resolution.

Section 5: This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2026.

Motion by: _____
Second by: _____

FINAL VOTE ON ADOPTION

Council Member Isaac Salver	_____
Council Member Stephanie Bruder	_____
Council Member Molly Diallo	_____
Council Member Joshua Fuller	_____
Council Member Eric Rappaport	_____
Council Member Elchonon Shagalov	_____
Council Member Robert Yaffe	_____

_____
Isaac Salver
Mayor

ATTEST:

_____
Evelyn Herbello, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND BENEFIT OF THE TOWN ONLY:

_____

McCarter & English
Tania Cruz-Gimenez, Esq.
Interim Town Attorney

TOWN OF BAY HARBOR ISLANDS
PLANNING AND ZONING DEPARTMENT
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager
CC:	Tania Cruz, Esq., Consultant Town Attorney Evelyn Herbello, Town Clerk
FROM:	Lorrainia Belle Town Planner
DATE:	June 11, 2026
SUBJECT:	Special Use Application MB26-000025 – Request to Operate an Infant Daycare Facility (Ages 0–18 Months) at 1065 Kane Concourse – B-1 Zoning District Applicant: Jewish Educational Leadership Institute Property Owner: Finebuilt II, INC. Property Address: 1065 Kane Concourse Folio No.: 13-2227-001-2250

Recommended Action:
Town Council to consider whether an infant daycare facility (0–18 months) qualifies as a "similar use" to those already permitted in the B-1 district under Section 23-5(B) and Section 23-5(B)(17) , and if so, whether to grant Special Use Approval under Section 23-5(C) with appropriate conditions. The Town Council must find that the proposed use is compatible with and does not adversely affect the character of the B-1 district. Any approval shall be conditioned upon the applicant demonstrating compliance with all applicable parking, building, and fire code requirements prior to operation.

I. BACKGROUND/HISTORY

Issue Statement:
The applicant proposes to operate an infant daycare facility serving children from birth to 18 months. The proposed use does not appear in the Town's list of permitted uses for the B-1 Business District under Section 23-5(B). The Town Code currently does not expressly permit childcare centers or daycare facilities anywhere in the B-1 zone. The applicant has invoked Section 23-5(C), which allows the Town Council to grant special use approval only for uses that are listed in Subsection B. Infant daycare is not listed in Subsection B. Therefore, the only path to approval is for the Town Council to determine that an infant daycare facility qualifies as a "similar use" to those already permitted in the B-1 district under Section 23-5(B)(17).

Additionally, the applicant has not submitted any information demonstrating compliance with applicable parking requirements under Town Code Section 23-24(a), Florida Building Code requirements under FBC Section 453, or Florida Fire Prevention Code requirements. Any approval of this Special Use Application must be conditioned upon the applicant meeting all applicable parking, building, and fire code requirements prior to operation.

Background & Additional Information:

- The property is located at 1065 Kane Concourse, a commercial property within the B-1 Business District on the eastern island.
- The property is owned by Finebuilt II, INC. and leased to Jewish Educational Leadership Institute.
- The applicant has submitted a Special Use Application (MB26-000025) dated May 20, 2026.
- The proposed use is an infant daycare facility for children ages 0–18 months.
- The Town's B-1 district permits: multifamily dwellings, business/professional offices, retail, personal services (barber, beauty, spa, fitness), medical spas, restaurants, religious institutions (upper floors), hotels, and certain other uses. Child care is notably absent.

SPECIAL USE APPROVAL REQUEST

An application by Jewish Educational Leadership Institute (applicant) and Finebuilt II, INC. (property owner), requesting a Special Use Approval under Section 23-5(C) of the Town Code to operate an infant daycare facility for children ages 0–18 months within the B-1 Business District at 1065 Kane Concourse. The applicant seeks Town Council authorization to establish a use not currently listed as permitted in the B-1 zone.

Relevant Code Amendment:

- Section 23-5(B) – Lists permitted uses in B-1. Daycare/child care is not included.
- Section 23-5(C) – Town Council / Special Use Approval for uses listed in Subsection B that require prior approval.
- Section 23-5(B)(17) – “Other similar uses may be permitted by the town council, provided such uses are compatible with and do not adversely affect the character of the district.”
- Section 23-5(D) – Prohibited uses (does not explicitly prohibit daycare, but the code does not permit it either).

Zoning and Land Use:

The property is zoned B-1 Business District. Surrounding properties include commercial uses along Kane Concourse and residential uses to the east. The proposed use is commercial in nature but serves a caregiving function.

Surrounding Land Use and Zoning:

North: Commercial Use, B-1 Business district
South: Commercial Use, B-1 Business district
East: Commercial Use, B-1 Business district
West: Commercial Use, B-1 Business district

Future Land Use Map Designation:
The property is located within the Business District (B-1) zoning district, which permits commercial uses. The proposed exterior alterations are cosmetic and functional improvements that do not change the use or intensity of the property and are consistent with the allowable uses under this designation.

Platting:
Re-platting of the site will not be required, as it is already platted as outlined in the legal description above

II. CURRENT ACTIVITY

The applicant, Jewish Educational Leadership Institute, requests Town Council approval to operate an infant daycare facility for children ages 0–18 months at 1065 Kane Concourse. No building construction or exterior alterations are indicated in the application at this time.

Applicant's Religious Exemption Assertion (May 29, 2026 Letter)

On May 29, 2026, the applicant's counsel, Jonathan Bailie, Esq., submitted a letter asserting that the proposed facility (Gan Simcha) will operate as a religious-exempt child care facility under Florida Statute §402.316, rather than as a DCF-licensed child care facility. The letter states:

The facility is "a child care ministry operating under and as part of the French Chabad of Florida"

It will be exempt from DCF licensure as a qualifying religiously affiliated facility

The accrediting agency has confirmed that the absence of dedicated outdoor play space does not preclude operation

The facility will comply with local requirements concerning health, sanitation, safety, fire code, building code, occupancy, and zoning/use approval

Florida DCF Licensing Requirements (For Reference)

Should the Town Council consider approving this Special Use Application, and if the applicant does not ultimately qualify for or maintain religious exemption, the facility would be subject to licensure and ongoing regulation by the Florida Department of Children and Families (DCF) under Florida Statute §402.305 and Florida Administrative Code Chapter 65C-22.

Staff-to-Children Ratios (F.S. §402.305(4)(a)):

Age Group	Required Staff-to-Child Ratio
Birth through 1 year (0–12 months)	1 staff per 4 children
1 year or older, but under 2 years (12–18 months)	1 staff per 6 children

For mixed age groups including infants, Florida Administrative Code Rule 65C-22.001 further specifies that where children under 1 year of age are included, one staff member shall be responsible for no more than 4 children of any age group.

Staff Credentialing Requirements (F.S. §402.305(3)):

- For every 20 children, one child care personnel must hold a Child Development Associate (CDA) credential, a Child Care Professional credential, or an equivalent credential .
- All child care personnel must complete a 40-clock-hour introductory course in child care within one year of employment .
- Annual in-service training of 10 clock hours (1 continuing education unit) is required

Background Screening (F.S. §402.305(2)):

- All child care personnel must undergo Level 2 background screening, including employment history checks, criminal history records, sexual predator/offender registries, and child abuse and neglect registry checks for any state of residence during the preceding 5 years.

Legislative Intent (F.S. §402.301):

- The Florida Legislature has declared it the policy of the state to "promote public and private employer initiatives to establish day care services for their employees".

- The purpose of childcare facility regulation is to "protect the health, safety, and well-being of the children of the state and to promote their emotional and intellectual development and care".

III. FLORIDA BUILDING CODE REQUIREMENTS (CRITICAL)

The Florida Building Code (FBC) does not contain a general religious exemption for child care facilities. Even if the applicant qualifies for religious exemption from DCF licensure under F.S. §402.316, the facility must still comply with the Florida Building Code.

a) FBC Section 453 – Child Care Facilities

The Florida Building Code (2023 edition) incorporates Section 453, which regulates child care facilities, pre-kindergarten, kindergarten, and early head start facilities.

Section 453.10.1.1.3 states:
"Child care, pre-kindergarten, kindergarten and early head start play areas shall be fenced, separated from other play areas, and shall have direct access from their related classrooms."

Section 453.10.5.1 contains the same requirement.

b) Outdoor Play Area Requirement Under the Building Code

Age Group	Building Code Requirement
0–11 months	No specific outdoor play area required

12–18 months	Outdoor play area REQUIRED – must be fenced, separated from other play areas, and have direct access from the classroom

Unlike DCF administrative rules, the building code does not specify a minimum square footage per child. However, the existence of an outdoor play area (fenced, separated, with direct classroom access) is a building code requirement for any child care facility serving children 12 months or older.

c) Does the Building Code Have a Religious Exemption?
No. The Florida Building Code does not contain a general religious exemption for child care facilities.
The Building Officials Association of Florida issued an official interpretation (December 30, 2019) clarifying:

"It has been the interpretation of the FBC that the religious exemption is for the church, house of worship, temple, etc., not for a school under the control of a religious entity. The only potential way that this would apply in Florida is that the school was ONLY for the members of the congregation. If anyone can attend the school, then the answer would be no, it is not exempt."

Applying this reasoning to a child care facility:

Type of Facility	FBC Religious Exemption?
Church sanctuary / place of worship	YES (limited)
Religious school (members only)	Possibly, if enrollment limited to congregation
Religious school (open to public)	NO
Child care facility (even if religiously affiliated)	NO – treated like a school, not a church
Daycare open to general public	NO

The applicant has not represented that enrollment will be limited solely to members of French Chabad of Florida. Therefore, the facility is subject to the building code's outdoor play area requirement for children 12 months and older.

d) Staff Finding on Building Code
Staff finds that the applicant has not demonstrated compliance with FBC Section 453 for children ages 12–18 months. If the facility seeks to serve children 12 months or older, the applicant must:

1) Submit a site plan showing a fenced, separated outdoor play area with direct classroom access;

2) Obtain verification from the Town Building Official that the outdoor play area meets all applicable building code requirements;

3) Obtain all necessary building permits prior to operation.

If the property at 1065 Kane Concourse cannot accommodate such an outdoor play area, the facility is legally limited to serving children ages 0–11 months only.

IV. Staff Observation Regarding Outdoor Space at 1065 Kane Concourse:

The subject property at 1065 Kane Concourse is located in a dense commercial B-1 district along the main thoroughfare. Based on the application materials submitted, the applicant has not identified or demonstrated the availability of outdoor play area meeting the 45 square foot per child requirement for children ages 12–18 months. If outdoor space is unavailable or inadequate, the facility cannot lawfully serve children 12 months or older under Florida law.
The Town further notes the following physical constraints on the subject property that preclude the use of adjacent areas for outdoor play:

Block 11 and Alleyway Restriction: The property is located behind Block 11. The rear of the property is bordered by an alleyway. This alleyway is a public right-of-way and cannot be utilized as outdoor play area for a childcare facility. Under the Town Charter, the Town has jurisdiction over all alleys and public ways within the Town and may regulate their use for health, safety, and welfare purposes.

Town-Owned Parcel: There is a Town-owned parcel adjacent to or in the vicinity of the subject property. This parcel is held in public trust for municipal purposes. Outdoor play area cannot be placed on this Town-owned parcel without specific Town Council authorization, which has not been requested or granted. (Exhibit B Map)

Town Parks Limited to Residents: The Town's parks are designated for use by Town residents only. Under applicable Town ordinances and policies, non-residents and commercial entities are not permitted to utilize Town parks for private commercial purposes. A daycare facility operating for profit or as a private commercial enterprise cannot satisfy its outdoor play area requirements by relying on Town parks, as such use would exceed the permitted scope of park access and would not provide the direct, on-site access required by the Florida Building Code.

Staff Finding on Adjacent Areas: Based on the above, the applicant cannot utilize the alleyway, any Town-owned parcel, or any Town park to satisfy the outdoor play area requirement under FBC Section 453.21.10 for children 12 months or older. Any compliant outdoor play area must be located on the subject property itself (1065 Kane Concourse), fenced or walled to a minimum height of 4 feet, protected from streets or other dangers, and have direct access from the classroom. The applicant has not demonstrated that such space exists or can be created on the subject property.

- An outdoor play area meeting the Florida Building Code requirements (fenced, separated, direct classroom access) for children ages 12–18 months; or

- The 45 square foot per child requirement under FAC 65C-22 (if the applicant does not qualify for or maintain religious exemption).

If outdoor space is unavailable or inadequate, the facility cannot lawfully serve children 12 months or older under either the Florida Building Code (if religious exemption is claimed for DCF) or DCF licensing requirements (if religious exemption is not maintained).

V. STATE STATUTE ANALYSIS – PRIVATE SCHOOL USE UNDER F.S. §1002.42(19)

The Town Council should be aware that approval of this Special Use Application may have significant implications for the Town's future land use authority over the subject property, based on Florida Statute §1002.42(19), as amended during the 2026 legislative session.

a) Text of the Statute

i. *Florida Statute §1002.42(19) provides in relevant part:*
(a) A private school may use facilities on property owned or leased by a library, community service organization, museum, performing arts venue, theater, cinema, or church facility . . . under any such facility's preexisting zoning and land use designations without rezoning or obtaining a special exception or a land use change, and without complying with any mitigation requirements or conditions.

(d) A private school enrolling 150 or fewer students shall be considered a permitted use in a commercial or mixed-use zoning district within a county or municipality without rezoning or obtaining a special exception or a land use change, and without complying with any mitigation requirement, condition, performance standard, ordinance, rule, code, or policy.

(f) As used in this subsection, the term "private school" includes any facility recently used to house a school or child care facility licensed under s. 402.305.

VI. PARKING REQUIREMENTS UNDER TOWN CODE SECTION 23-24(a)]

The applicant has not submitted a parking plan or demonstrated compliance with the Town's off-street parking requirements for the B-1 Business District. The following analysis is provided for the Town Council's consideration.

a) Prohibition on Commercial Parking
Section 23-24(a) of the Town Code provides:
"In the B-1 business district commercial parking is prohibited except on specific approval of the town council. Commercial parking is defined as the operation of parking lots either with or without a charge."

The proposed infant daycare facility is not a "commercial parking" operation. The facility will provide parking for employees and parents dropping off and picking up children, which constitutes an accessory parking use, not a commercial parking operation. Accessory parking is generally permitted in the B-1 district without specific council approval, provided it complies with all other code requirements.

Recommended Finding: Staff recommends that the Council expressly find that the parking associated with this daycare is accessory to the primary use and not subject to the commercial parking prohibition.

b) Parking Calculation Methodology

Because daycare is not a listed use in the B-1 district, the Town Code adopts the minimum off-street parking requirements listed in F.S. Chapter 423.10.2.8 as of July 1, 2005, for public schools. Staff has identified the following analogous uses for calculating parking requirements:

Use Type	Calculation Method	Applicability to Daycare
Public Schools (Faculty/Staff)	One space per faculty/staff member	Staffing ratio requires minimum 3 staff members per shift
Public Schools (Visitors)	One space per 50 students	At maximum enrollment of 12 infants, this requires 1 visitor space
Community Clinic	10 spaces, including at least 1 accessible space	APPLICABLE AS ANALOGOUS USE – Daycare provides similar drop-off/pick-up functions

c) Recommended Parking Requirement

Based on the above, Staff recommends the following minimum parking requirement for the proposed facility:

Parking Category	Required Spaces
Staff parking (3 staff minimum)	3
Visitor/Parent parking (12 students ÷ 50 = 0.24, rounded up)	1
Accessible parking (analogous to community clinic)	1
TOTAL REQUIRED	5

d) Existing Parking at 1065 Kane Concourse

The subject property at 1065 Kane Concourse does have on-site parking available. However, the applicant has not submitted a parking survey or site plan showing the number of existing parking spaces on the property. Staff recommends that prior to final approval, the applicant be required to:

1) Submit a survey of all existing on-site parking spaces at 1065 Kane Concourse;
2) Demonstrate that at least 5 parking spaces (including 1 accessible space) are available for exclusive use by daycare staff and parents;
3) Submit a parking management plan addressing how the facility will prevent overflow parking onto Kane Concourse or adjacent properties.

e) Parking Trust Fund Option Under Section 23-19.1

If the applicant cannot provide the required 5 parking spaces on-site, the Town Code provides an alternative under Section 23-19.1. This section allows an applicant to make a monetary contribution to the Town's Parking Trust Fund in lieu of providing required parking spaces on-site or on another site within 500 feet of the property.

The Parking Trust Fund was established by the Town to receive payments in lieu of on-site parking and is used for the acquisition, construction, maintenance, and

operation of public parking facilities within the Town . If the applicant elects to use this option, the following would apply.

Item	Detail
Trigger	Applicant cannot provide required 5 parking spaces on-site
Authority	Section 23-19.1 of the Town Code
Payment	Monetary contribution to Parking Trust Fund in lieu of on-site parking
Effect	Parking requirement deemed satisfied upon payment
Council Role	Town Council must approve the in-lieu payment amount and terms

Staff notes that the applicant has not indicated whether on-site parking is available or whether the applicant intends to seek approval for a payment in lieu under Section 23-19.1.

f) Drop-off/Pick-up Zone Requirements

Because the subject property fronts Kane Concourse, the applicant must demonstrate that the drop-off/pick-up zone for the daycare does not function as a parking area within the prohibited 60-foot zone under Section 23-24(a). Staff recommends a condition requiring the applicant to submit a traffic and parking management plan showing:

1) Designated drop-off/pick-up zone located outside the 60-foot prohibition zone from the Kane Concourse pedestrian right-of-way;
2) No double parking or blocking of Kane Concourse traffic;
3) Staggered drop-off/pick-up times to minimize traffic congestion;
4) Prohibition on vehicle idling on Kane Concourse.

g) Staff Finding on Parking

Staff finds that the applicant has not yet demonstrated compliance with Section 23-24(a). Any approval of this Special Use Application should be conditioned upon the applicant submitting the required parking survey, designating the required parking spaces, and obtaining Town Manager approval of a traffic and parking management plan prior to operation.

VII. CONCLUSION

The applicant requests Special Use Approval to operate an infant daycare for children ages 0–18 months at 1065 Kane Concourse under Section 23-5(C) of the Town Code. However, the Town's B-1 use table does not currently list child care centers or daycare facilities as permitted uses. The only path to approval would be for the Town Council to determine that an infant daycare is an "other similar use" under Section 23-5(B)(17) to existing personal services (e.g., fitness centers, spas, beauty shops) or to medical offices.

Staff notes the following critical issues:

Issue	Finding
DCF Licensing	Applicant asserts religious exemption under F.S. §402.316. If qualified, DCF's 45 sq. ft. outdoor space requirement does not apply.

Florida Building Code	Separate requirement. No religious exemption for child care facilities. FBC Section 453 requires fenced outdoor play area with direct classroom access for children 12+ months.
Outdoor Space at 1065 Kane Concourse	Applicant has not demonstrated compliant outdoor space under either DCF or building code standards.
Age Restriction	If outdoor space cannot be provided, facility is limited to ages 0–11 months.

VIII. Recommended Conditions for Approval

Staff recommend that any approval of this Special Use Application be conditioned upon the applicant obtaining and maintaining a valid license from the Florida Department of Children and Families, and demonstrating compliance with all applicable provisions of F.S. Chapter 402 and FAC Chapter 65C-22 prior to operation. Additionally, the applicant should be required to submit to the Town:

1) Age Restriction (Critical)
    i. The facility shall serve only children ages birth through 11 months, if the site cannot meet the outdoor space requirement. Children ages 12 months or older shall not be admitted, cared for, or enrolled at the facility for any period of time.
    ii. This restriction is necessary to avoid triggering the outdoor play area requirement under Florida Administrative Code Rule 65C-22 (45 sq. ft. per child for children 1 year and older), as the subject property does not currently demonstrate adequate outdoor space. If the applicant can demonstrate to the Town's satisfaction the existence of a lawful outdoor play area at 1065 Kane Concourse meeting the 45 square foot per child requirement under FAC 65C-22, the Town Council may consider approving the application for 0–18 months with the following additional conditions:
        1. A site plan showing the outdoor play area, dimensions, square footage per child, fencing, and surfacing.
        2. Maximum number of children ages 12–18 months limited to DCF capacity based on available outdoor space.
    iii. Violation of this age restriction shall result in immediate revocation of the Special Use Approval.
2) Religious Exemption Status
    i. The applicant shall maintain valid religious-exempt status under Florida Statute §402.316, including accreditation by a recognized religious accrediting agency and compliance with all background screening requirements.
    ii. The applicant shall provide annual verification of continued religious-exempt status to the Town Clerk.
    iii. If the applicant loses religious-exempt status, the facility must immediately comply with all DCF licensing requirements, including the 45 square foot outdoor play area requirement under FAC 65C-22 for any children 12 months or older.

3) Maximum Enrollment
    i. The maximum number of infants enrolled at any one time shall not exceed the lesser of:
    ii. The DCF licensed capacity for the facility; or
    iii. 12 infants (to ensure manageability given 1:4 staff-to-infant ratio under F.S. §402.305(4)(a), requiring at least 3 staff members on-site at all times when infants are present).
4) Staff-to-Child Ratios
    i. The applicant shall at all times maintain the 1:4 staff-to-child ratio required by Florida Statute §402.305(4)(a) for children under 1 year of age.
    ii. Staffing schedules and daily attendance records shall be made available to the Town upon request.
5) Outdoor Play Area – Not Required (But Prohibited for 12+ Months)
    i. Because the facility is limited to children 0–11 months, no outdoor play area is required under state law. Infants shall be provided with open indoor floor space outside of cribs and playpens.
    ii. If the applicant elects to provide an outdoor area for infants, it must comply with all applicable safety regulations and be approved by the Town. However, under no circumstances shall children 12 months or older be present on the premises, indoors or outdoors.
6) Provide the hours of operation
7) Drop-off / Pick-up Plan
    i. The applicant shall submit a traffic and parking management plan for Town Manager approval prior to operation, addressing:
        1. Designated drop-off/pick-up zone (no double parking or blocking Kane Concourse traffic)
        2. Staggered drop-off/pick-up times
        3. Use of any off-street parking or valet services (if applicable)
    ii. Parents shall not idle vehicles on Kane Concourse.
8) Parking Compliance
    i. Prior to issuance of a Business Tax Receipt, the applicant shall submit to the Town Planner a survey of all existing on-site parking spaces at 1065 Kane Concourse.
    ii. The applicant shall designate a minimum of 5 parking spaces for exclusive use by daycare employees and parents, including at least 1 accessible space.
    iii. The applicant shall submit a parking management plan demonstrating compliance with Section 23-24(a), including:
        1. Location of all parking spaces outside the 60-foot prohibition zone from the Kane Concourse pedestrian right-of-way;
        2. Design of any parking area screening walls or hedges as required by Section 23-24(a);
        3. Drop-off/pick-up zone location and operation plan.
        4. The parking management plan shall be approved by the Town Manager prior to operation.
9) Background Screenings
    i. All child care personnel shall complete Level 2 background screening as required by Florida Statute §402.305(2) before employment begins.
10) Annual Reporting

i. The applicant shall provide to the Business Tax Receipt(BTR) annually:
    1. A copy of the most recent DCF inspection report
    2. A sworn affidavit confirming compliance with all conditions of this Special Use Approval, including the age restriction.
    3. Current enrollment count (by age in months)

11) Annual Reporting
    i. The applicant shall provide to the Town Clerk annually:
    ii. A copy of the most recent DCF inspection report
    iii. A sworn affidavit confirming compliance with all conditions of this Special Use Approval, including the age restriction (0–11 months only)
    iv. Current enrollment count (by age in months)

12) Acknowledgment of State Statute Precedent
    i. The applicant acknowledges that approval of this application does not guarantee approval of any future application for expanded age ranges, different facility types, or increased enrollment, and that any such future application will be reviewed under the laws and codes in effect at that time.
    ii. Staff notes, however, that this acknowledgment may not be enforceable against future applicants invoking F.S. §1002.42(19)(d), which provides that a private school enrolling 150 or fewer students shall be considered a permitted use in a commercial zoning district without rezoning or obtaining a special exception. The Town should seek legal counsel on this issue prior to final approval.

IX. SUMMARY FOR TOWN COUNCIL

Issue	Finding
Applicant's requested age range	0–18 months
Religious exemption from DCF licensure	Applicant asserts §402.316 exemption – DCF outdoor space rule (45 sq. ft.) may not apply
Florida Building Code – outdoor required for 12+ months?	YES – FBC Section 453 requires fenced outdoor play area with direct classroom access
Does building code have religious exemption?	NO – for child care facilities open to general public
Has applicant demonstrated building code compliance?	NO – Not provided in application
Recommended approval age range (if no outdoor space)	0–11 months only
Can applicant later add 12–18 months?	YES – but requires building code compliance and Town Council approval

Attachment

- Exhibit A PRIOR COMMUNICATIONS WITH STAFF
- Exhibit B: MAP

A. PRIOR COMMUNICATIONS WITH STAFF (July 2025 – Present)

The applicant (and its predecessor entity) has been in communication with Town staff since July 2025 regarding the proposed use of the first-floor space at 1065 Kane Concourse. Staff provides this chronology for the Town Council's information:

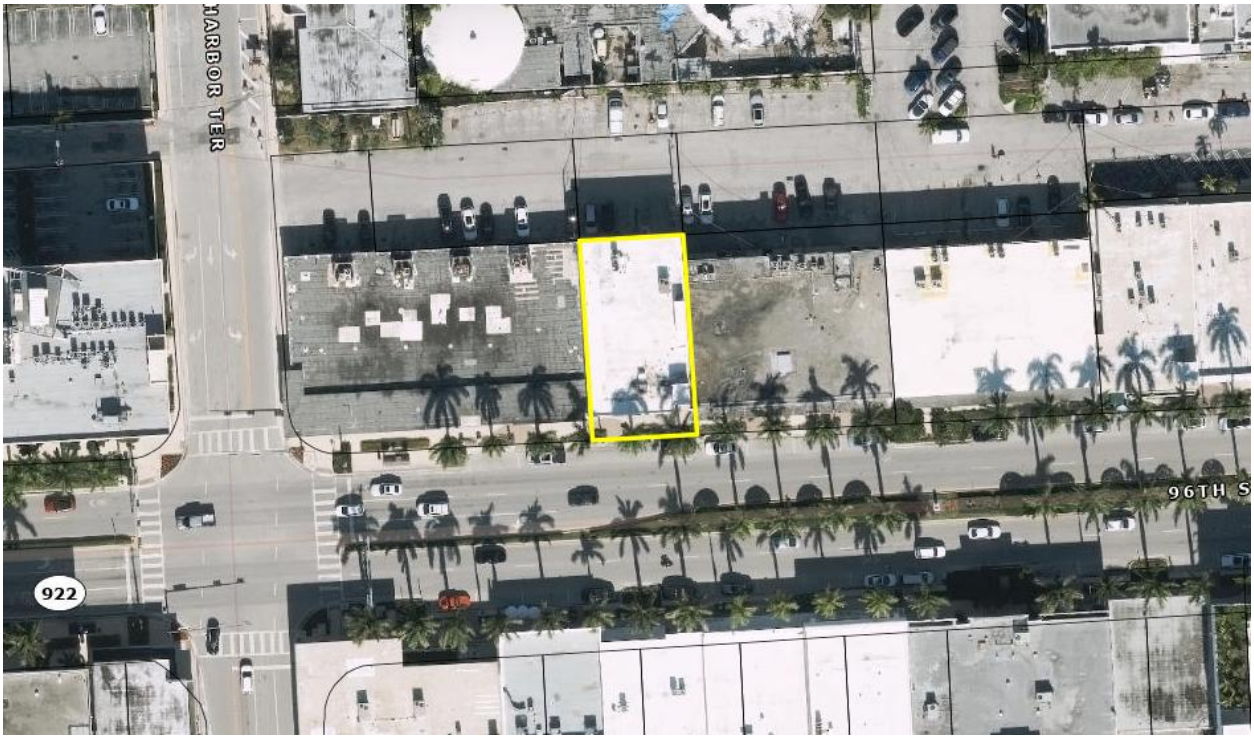
Date	Communication	Summary
July 15, 2025	Email from Esther Sitbon (Lehaalot Educational Center) to Marlon Martinez	Inquired about zoning classification for a proposed educational/wellness center on the first floor at 1065 Kane Concourse. Described the use as "personal growth workshops, educational classes, and cultural programming inspired by Jewish wisdom and values." Specifically asked whether the use would be classified as a "religious institution" restricted to the second floor.
July 16, 2025	Email from Marlon Martinez to Lorraine Belle	Forwarded the inquiry to the Town Planner for response.
August 7, 2025	Email from Esther Sitbon to Lorraine Belle	Requested a meeting with the Town Manager for further approval regarding the first-floor space at 1065 Kane Concourse.
August 13, 2025	Email from Esther Sitbon to Lorraine Belle	Followed up, noting that she first contacted the Town in June 2025 and was now in mid-

		August. Stated: "I would really appreciate to have a clear answer as our wellness and educational center is supposed to open at the end of August. I need to find another space if the requirements are not met."
August 14, 2025	Email from Lorraine Belle to Esther Sitbon	Responded that the Town Planner had spoken with the Deputy Town Manager to arrange a meeting, and that the Town Manager was occupied with Town Council meeting preparations.
April 22, 2026	Rivka Levy reached out the Town Manager department to schedule a meet	A meeting was scheduled for April 29,2026 at 10am
April 29, 2026	The Town meet with Rivka Levy	Rivka Levy wanted to discuss the newly passed SB 182 (effective July 1, 2026) to bypass local zoning restrictions.
April 29, 2026	Email from Lorraine Belle to Town Attorney Tania Cruz	Requested legal opinion on whether SB 182 (effective July 1, 2026) would allow a facility serving children 0–18 months to bypass

		local zoning restrictions as a "private school."
April 30, 2026	Legal opinion from Tania Cruz, Esq.	Confirmed that the facility is a daycare, not a private school, under Florida law. See Section I(B) below.
April 30, 2026	The Town contacted Rivka Levey	Confirmed that the facility is a daycare, not a private school, under Florida law. See Section I(B) below.
May 13, 2026	Special Use Application MB26-000025 submitted	Applicant (Jewish Educational Leadership Institute) formally requested Special Use Approval to operate an infant daycare for children 0–18 months at 1065 Kane Concourse.
May 29, 2026	Letter from Jonathan Bailie, Esq.	Asserted religious exemption under F.S. §402.316, arguing that DCF outdoor space requirements do not apply.
June 9, 2026	Letter from Jonathan Bailie, Esq.	Responded to Staff Report, arguing against age restriction based on Florida Building Code Section 453. (See attached response letter.)
June 10, 2026	Town Planner Response Letter	Responded to applicant's June 9,

		2026 letter, rejecting arguments and maintaining recommended age restriction. (See attached response letter.)

Key Takeaway: The applicant has been aware since Febraury 2026 that the proposed use of the first floor at 1065 Kane Concourse required Town approval.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MB26-000025
5/20/2026

TOWN OF BAY HARBOR ISLANDS

APPLICATION FOR TOWN COUNCIL PUBLIC HEARINGS

RECEIVED
MAY 20 2026
By

Please Completely Fill Out & Return this Application to the Building, Planning & Zoning Department for Processing. Town of Bay Harbor Islands· 1030 95th Street, Trailer 2 Bay Harbor Islands, FL 33154 · (305)-866-6241

DATE: 13/05/2026	PROPERTY ADDRESS: 1065 Kane Concourse		
LEGAL DESCRIPTION:	LOT:	BLOCK:	POLIO NUMBER: 13-2227-001-2250
SUBIVISION:	TOWN OF BAY HARBOR ISLANDS		
OWNER/APPLICANT INFORMATION The undersigned has reviewed all instructions concerning the application and understands the application must be complete and accurate prior to staff review or Public Hearing(s). Attach proof of ownership and owner's authorization for representative.			
APPLICANT'S NAME:	Jewish Educational Leadership Institute		
ADDRESS:			
BUSINESS PHONE:	RESIDENCE PHONE N/A		CELL PHONE: 646-450-5354
EMAIL ADDRESS:	frenchchabad@gmail.com		
PROPERTY OWNER'S NAME: (If different from applicant)			
ADDRESS:			
BUSINESS PHONE:	RESIDENCE PHONE		CELL PHONE:
EMAIL ADDRESS:			
NAME OF CONTRACTOR AND/0R ARCHITECT:			
COMPANY NAME:			
ADDRESS:			
BUSINESS PHONE:	RESIDENCE PHONE		BUSINESS PHONE:
EMAIL ADDRESS:			

PRESENT ZONING CLASSIFICATION:

- [X] B-1 Business district
- [ ] *RD-Single Family*
- [ ] *RM-1 Multiple Family Residential district (Waterfront lots)*
- [ ] RM-2 Multiple Family Residential district (Non-waterfront lot)
- [ ] PUD- Planned unit development overlay district.
- [ ] CA-Causeway district
- [ ] RM-3—Multiple-Family district
- [ ] G—Gateway district

$25,625.00

IF APPLICANT IS THE PROPERTY OWNER, INDICATE DATE ACQUIRED:
IF APPLICANT IS THE LESSEE, INDICATE LEASE DATE:

INDICATE TERMS OF LEASE:	

IS THERE AN OPTION TO PURCHASE OR LEASE THE SUBJECT PROPERTY?	☐YES	☒NO
IS IT PREDICATED ON APPROVAL OF APPLICATION?	☒YES	☐NO
IS HEARING BEING REQUESTED AS A RESULT OF A VIOLATION NOTICE?	☐YES	☒NO
ARE THERE ANY EXISTING STRUCTURES ON THE PROPERTY TO BE DEMOLISHED?	☐YES	☒NO
DECISION:		
HAS A PUBLIC HEARING PREVIOUSLY BEEN HELD REGARDING THIS PROPERTY?	☐YES	☒NO
IF YES / DATE: / DECISION:		
the town representative is not aware of whether there has previously been a public hearing.		

CHECK THE REQUEST(S) BELOW:

- ☐VARIANCE
- ☐REZONING
- ☐PARKING TRUST
- ☒SPECIAL USE APPROVAL IN THE B-1 ZONE
- ☐VACANT OF THE RIGHT OF WAY
- ☐MECHANICAL & ROBOTIC PARKING SYSTEM
- ☐SPECIAL APPROVAL
- ☐ZONING MAP AMENDMENT
- ☐TDR
- ☐VALET PARKING
- ☐DRB APPEAL
- ☐PLAT REVIEW / REPLATTED

BRIEFLY STATE REQUEST: request for special use Approval to operate an infant daycare facility for children 0-18 months within the B1 Zoning district.

THE FOLLOWING ARE TO BE NOTIFIED OF HEARING DATE, AS MY REPRESENTATIVE(S):
Please provide this information, or they will NOT be notified)

NAME	ADDRESS	PHONE	EMAIL
CHNEOR LEVY	9157 Carlyle Ave	786-790-1642	frenchchabad@gmail.com

Applicant Signature(s)		DATE	13/05/2026
		DATE	
		DATE	

ALL INFORMATION SUBMITTED IN CONNECTION WITH THIS APPLICATION BECOMES A PERMANENT PART OF THE PUBLIC RECORDS OF THE TOWN OF BAY HARBOR ISLANDS.

FOR OFFICE USE ONLY

APPROVED YES NO

DATE APPROVED:

CODESECTION:

REQUEST FOR OWNER AFFIDAVIT

Date: _____

The subject property is legally described as:

LOT:	BLOCK:	SUBDIVISION: TOWN OF BAY HARBOR ISLANDS
AADRESS:		

I (we),_ _____ _,being first duly sworn, depose and say that I am (we are) the owner(s) of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application and all supplemental data attached to and made a part of the application are honest and true to the best of my knowledge and belief.
I (we) hereby authorize the Town of Bay Harbor Islands to enter the subject property for the sole purpose of posting a NOTICE OF PUBLIC HEARING on the property as required by the Town Council and do take the responsibility of removing this notice after the date of the hearing.

Signature of Owner

Before me this day personally appeared

known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that _____ executed this document for the purposes there in expressed.

Sworn to and subscribed to before me this day of _____, 20___.

Notary Public

My commission expires: _____ Personally Known_____ Produced I.D. _____
Type/number of I.D.

___ DID TAKE an oath, or
___ DID NOT take an oath

Signature of Co-owner

Before me this day personally appeared

known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that _____ executed this document for the purposes there in expressed.

Sworn to and subscribed to before me this day of _____, 20___.

Notary Public

My commission expires: _____ Personally Known_____ Produced I.D. _____
Type/number of I.D.

___ DID TAKE an oath, or
___ DID NOT take an oath

From: French Chabad frenchchabad@gmail.com
Subject: Town Council Public Hearing Application – Owner Forms to Complete
Date: May 13, 2026 at 4:10:21 PM
To: Helen Finvarb helen@finvarb.com
Cc: rabbizalman@theshul.org

Hi,

I hope you're doing well.

For the Town of Bay Harbor Islands public hearing application, the owner's portion of the forms needs to be completed and notarized.

Could you please complete the following sections:

Page 1 – Property Owner Information
Please fill in: FOLIO #13-2227-001-2250

- Legal description 26-27-34-35-52-42. BAY HARBOR ISLANDS PB 46-5
- lot 11 Less S15 Ft. For ST & Less N50FT. BLK 11
- block BLOCK 11
- subdivision

- Property Owner's legal name Finebuilt II, INC.
- Mailing address 1065 KANE CONCOURSE Ste 200
- Business phone 305-861-3500
- Cell phone 305-799-3707
- Email address Richard@FINVARB.com
- Lot / Block / Legal Description, if available BAY HARBOR ISLAND PB 46-5 LOT 11 less S15Ft. for ST. & less N50Ft. BLK 11

Page 3 – Owner Affidavit

Please complete and notarize:

- Date 5-15-2026
- Lot / Block / Property address BLK. 11. LOT 11 less South 15Ft & less N50Ft. 1065 KANE CONCOURSE
- Owner's legal name Finebuilt II INC. (Richard FINVARB Pres.
- Owner signature
- Notary section Kimberly J. Ruvin

Thank you in advance!

Rivka Levy

KIMBERLY J. RUVIN
Notary Public - State of Florida
Commission # HH 276360
My Comm. Expires Jul 11, 2026
Bonded through National Notary Assn.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING SPECIAL USE APPLICATION MB26-000025 TO PERMIT AN INFANT DAYCARE FACILITY AT 1065 KANE CONCOURSE IN THE B-1 BUSINESS DISTRICT; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jewish Educational Leadership Institute (the "Applicant") and Finebuilt II, INC. (the "Owner") submitted Special Use Application MB26-000025 (“Application”) to operate an infant daycare facility at 1065 Kane Concourse (the "Property"); and

WHEREAS, the Property is zoned B-1 Business District and childcare is not a listed permitted use under Section 23-5(B) of the Town Code; and

WHEREAS, the Town Council may approve similar uses pursuant to Section 23-5(B)(17) and grant Special Use Approval under Section 23-5(C); and

WHEREAS, the Town Council considered the entire record, including but not limited to, the Application and associated materials, the staff report dated June 11, 2026 (the “Staff Report”), testimony and evidence presented at public hearing, and all other competent substantial evidence presented; and

WHEREAS, the Town Council finds that the application satisfies the applicable criteria for Special Use approval as set forth in Section 23-5(C) granting the Town Council discretion to permit a use not specifically listed therein.

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

Section 1. Recitals are adopted and incorporated as findings of fact.

Section 2. The infant daycare facility use qualifies as a similar commercial/service use; is compatible with the district; the Property is adequate to support the use; and the use promotes public welfare.

Section 3. The Application is approved subject to conditions expressly set forth in the Staff Report which is attached hereto and incorporated by reference.

Section 4. The Applicant and or its successors are bound to said conditions in order to maintain the infant daycare facility use at the subject Property.

Section 5. Substantial competent evidence, including but not limited to the Staff Report, the Application and associated materials, the testimony and evidence presented at public hearing, has been duly considered by the Town Council in rendering its decision consistent with the standards set forth by Florida Statutes and related judicial decisions**.**

Section 6. Town Staff is hereby authorized to take any required action to effectuate the Town Council's decision with regards to this Approval.

Section 7. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 11th day of June, 2026.

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION

Council Member Isaac Salver _____
Council Member Stephanie Bruder _____
Council Member Molly Diallo _____
Council Member Joshua Fuller _____
Council Member Eric Rappaport _____
Council Member Elchonon Shagalov _____
Council Member Robert Yaffe _____

Isaac Salver
Mayor

ATTEST:

Evelyn Herbello, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND BENEFIT OF THE TOWN ONLY:

McCarter & English
Tania Cruz-Gimenez, Esq.
Interim Town Attorney

ITEM 9

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:	Tania Cruz-Gimenez, Esq, Town Attorney
FROM:	Sam Zamacona E.I, Capital Improvements Program Director Lorrainia Belle, Town Planner
DATE:	June 11, 2026
SUBJECT:	Town of Bay Harbor Islands – Resolution setting the fees for the Transportation Impact Fee (Section 19-70).

RECOMMENDATION

Town Council discretion to approve the attached resolution, setting the fees for the Transportation Impact Fee (Section 19-70).

BACKGROUND

On February 11, 2026, the Town Council unanimously approved the ordinance on first reading. On March 12, 2026, the Town Council unanimously approved the ordinance on second reading. 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 resolution sets the Transportation Impact Fee rates. 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:
    - **Short Title and Applicability** (applies to new residential, commercial, and mixed-use development).
    - **Legislative Findings, Intent, and Purpose.**
    - **Key Definitions** (e.g., "Transportation Impact Fee," "Transportation System," "Level of Service").
    - **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 of this resolution to set the fees will complete the public process for this important initiative.

FINANCIAL ANALYSIS

Town staff and consultants estimated the cost of providing supporting capital infrastructure supporting Transportation services to new residents and businesses resulting from planned developments while maintaining the current level of service to existing residents and businesses in the town. This analysis was conducted under the requirements and limitations set forth in the Florida Impact Fee Act (Florida Statutes § 163.31801).

The resulting fees are shown in **Table 1** below. Please see the attached technical memorandum for a detailed discussion of the methodology, supporting data, and calculations underlying the fees presented in Table 1.

Transportation			
Residential	**Fee**		
Single Family	**$**	**17,723**	**per unit**
Multi-family - 10 units or more	**$**	**4,365**	**per unit**
Condominiums	**$**	**17,723**	**per unit**
Cooperatives	**$**	**9,145**	**per unit**
Multi-family - fewer than 10 units	**$**	**4,365**	**per unit**
Commercial	**$**	**3.99**	**per square foot**

Table 1: Proposed Transportation Impact Fees

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

Ordinance
Impact fee technical memorandum

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ESTABLISHING A TRANSPORTATION IMPACT FEE; ADOPTING FINDINGS AND THE IMPACT FEE STUDY; PROVIDING FOR DEFINITIONS, IMPOSITION, COLLECTION, AND USE OF FEES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands is experiencing redevelopment and growth that increases population, vehicular trips, and demand on transportation infrastructure; and

WHEREAS, the Town prepared an Impact Fee Study dated May 14, 2026, which evaluates the impacts of new development and establishes a methodology for calculating transportation impact fees; and

WHEREAS, the Impact Fee Study demonstrates that new development will generate additional traffic and necessitate capital improvements to maintain the Town's adopted level of service; and

WHEREAS, the transportation impact fee is based on the costs of improvements required to accommodate growth, including roadway and bridge capacity; and

WHEREAS, the Town Council finds that the transportation impact fee is proportionate, supports required infrastructure, and complies with Section 163.31801, Florida Statutes, and the dual rational nexus test; and

WHEREAS, the Town Council finds that adoption of the transportation impact fee is in the best interests of the Town.

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 Section 19-72 of the Town of Bay Harbor Islands Code of Ordinances is hereby added to the Code and to read as set forth in Exhibit "A" (underlined text added).

Section 3: The Town Council hereby adopts the Impact Fee Study dated May 14, 2026, including all findings, assumptions, methodologies, and conclusions contained therein.

Section 4: The Town Council hereby adopts the Traffic Impact Fee Schedule as set forth in Exhibit "A".

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: 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 June, 2026.

PASSED on Second Reading this ____ day of _____, 2026.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Mayor Isaac Salver	_____
Vice Mayor Stephanie Bruder	_____
Council Member Molly Diallo	_____
Council Member Joshua Fuller	_____
Council Member Eric Rappaport	_____
Council Member Elchonon Shagalov	_____
Council Member Robert Yaffe	_____

_____
ISAAC SALVER
MAYOR

ATTEST:

_____
EVELYN HERBELLO, MMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
MCCARTER ENGLISH, LLP
INTERIM TOWN ATTORNEYS
BY: TANIA CRUZ-GIMENEZ, ESQ.

Exhibit "A"

Sec. 19-72 Traffic Impact Fee Schedule

(A) This section is adopted pursuant to the home rule powers of the Town and in accordance with Section 163.31801, Florida Statutes. This section is intended to implement the findings and methodologies set forth in the Town's Impact Fee Study dated May 14, 2026, as may be amended from time to time.

(B) For purposes of this section, the following definitions will be applied to the words below:

Development means any construction, expansion, or change in use of a structure or land that generates additional vehicular trips.

Dwelling Unit means a building or portion thereof designed for residential occupancy by one household.

Impact Fee means a charge imposed on new development to fund the capital costs of public facilities necessitated by such development.

(C) The following provides the Traffic Impact Fee Schedule:

a. Residential Properties:

i. Single Family: $17,723 per dwelling unit

ii. Multi-family: $4,365 per dwelling unit

iii. Condominiums: $17,723 per dwelling unit

iv. Cooperatives: $9,145 per dwelling unit

b. Commercial Properties:

i. $3.99 per square foot

(D) All transportation impact fee revenues shall be deposited into a separate account.

(E) Funds shall be used exclusively for capital improvements to transportation facilities necessitated by new development, including roadway and bridge improvements.

(F) Funds shall be expended in a manner that ensures a reasonable connection between the fee collected and the benefit to the development.

(G) The Town Manager, Finance Director, and their designees are authorized to administer and enforce the provisions of this section, including the adoption of administrative procedures consistent with this section.

(H) The Town Council may update the transportation impact fees by ordinance based on revised impact fee studies using the most recent and localized data, in accordance with Florida law.

ORDINANCE NO. 1136

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 this 12th day of March, 2026.

Motion By: Vice Mayor Bruder
Second By: Council Member Rappaport

FINAL VOTE ON ADOPTION:

Mayor Isaac Salver	Yes
Vice Mayor Stephanie Bruder	Yes
Council Member Teri D'Amico	Yes
Council Member Molly Diallo	Yes
Council Member Joshua Fuller	Yes
Council Member Eric Rappaport	Yes
Council Member Robert Yaffe	Yes

ISAAC SALVER
MAYOR

ATTEST:

EVELYN HERBELLO, MMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

MCCARTER ENGLISH, LLP
INTERIM TOWN ATTORNEYS
BY: TANIA CRUZ-GIMENEZ, 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.

AtkinsRéalis

BAY HARBOR ISLANDS

Impact Fee Program

Police, Transportation, and
Parks & Recreation

May 14, 2026

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EXECUTIVE SUMMARY

Bay Harbor Islands Impact Fee Program
Police, Transportation, and Parks & Recreation

The Town of Bay Harbor Islands is experiencing a period of accelerated redevelopment driven primarily by new residential construction and evolving mixed-use and commercial activity. While the Town is largely built out, recent zoning changes and redevelopment of aging mid-century buildings are resulting in higher-density projects that will materially increase population, vehicular trips, and demand on public facilities. Based on planned developments currently in the pipeline, the Town is projected to add approximately 424 dwelling units, nearly 1,500 residents, and more than 1.5 million square feet of new development over the next several years.

To ensure that new development contributes its proportionate share toward the capital facilities required to serve this growth and to avoid placing the financial burden on existing residents, the Town has prepared this Impact Fee Study for Police, Transportation, and Parks and Recreation services. The study establishes legally supportable impact fee schedules grounded in demonstrated growth, adopted levels of service, and identified capital improvement needs.

Preferred Growth and Policy Intent

The Impact Fee Program is designed to support planned redevelopment while preserving the Town's established level of service and overall quality of life. The fees do not restrict growth or favor particular projects; rather, they allocate the cost of growth-related capital infrastructure to the development that creates the demand. The program reinforces the Town's long-standing planning approach of accommodating reinvestment and modernization within a constrained geographic footprint while maintaining public safety, mobility, and recreational assets consistent with community expectations.

Legal Basis

The Impact Fee Program is authorized under the Town's home rule powers and is governed by Chapter 163, Florida Statutes, including the Florida Impact Fee Act (Section 163.31801, F.S.) and applicable case law. Impact fees are regulatory fees, not taxes, and must comply with the *dual rational nexus test*, which requires:

1. A reasonable connection between new development and the need for additional capital facilities (growth nexus), and
2. A reasonable connection between the amount of the fee and the benefit accruing to new development (proportionality nexus).

As documented in the accompanying Legal Memorandum, the proposed impact fees are limited to eligible capital infrastructure, exclude operating and maintenance costs, and rely on the most recent localized data. The fees are supported by separate accounting, credit

provisions where applicable, and collection at building permit issuance, consistent with statutory requirements.

Methodology Overview

The impact fees were calculated using a transparent, data-driven methodology that:

- Identifies planned development and resulting growth in population, households, square footage, and trips;
- Establishes a single Level of Service (LOS) for each service area (police, transportation, parks and recreation);
- Identifies capital improvements necessary to maintain the adopted LOS as growth occurs;
- Calculates capital costs in present value terms over the useful life of development; and
- Allocates those costs proportionately across new residential and commercial development based on square footage and unit characteristics.

The methodology intentionally excludes organic growth assumptions and relies on confirmed development activity to ensure conservative, defensible fee calculations.

Capital Facilities and Limitations

The Impact Fee Program funds capacity-creating or capacity-expanding capital improvements only, including police facilities and vehicles. It does not fund existing deficiencies unrelated to growth, recurring operational expenses, or maintenance costs. For Parks and Recreation, the fee is further constrained by statutory limits on allowable increases, which cap the residential fee at no more than 50 percent above the current adopted rate.

Impact Fee Schedules

Based on the adopted methodology and capital cost analysis, this document presents impact fee schedules for:

- Police Services
- Transportation
- Parks and Recreation

The schedules differentiate by residential unit size and apply commercial fees on a per-square-foot basis, ensuring proportionality across development types. Detailed schedules are provided in the main body of the document (Tables 1-3), with supporting technical documentation included as appendices.

Conclusion

This Impact Fee Study establishes a comprehensive, legally defensible framework to align future development with the capital infrastructure required to serve it. By adopting the proposed impact fee schedules, the Town will create a dedicated, equitable funding source

for growth-related public facilities while safeguarding existing taxpayers from subsidizing new development. The accompanying appendices provide the detailed legal analysis, methodology, and cost basis supporting the program and are incorporated herein by reference.

IMPACT FEE SCHEDULES

Bay Harbor Islands Police Services (Table 1)

Residential	Size	Indicative Sq. Ft. Range	Indicative Median Sq. Ft.	Fee
Single Family	Large	3017-5512	4,438	$11,943 per unit
Multi-family–10 units or more	Small	0-1137	1,093	$2,942 per unit
Condominiums	Large	3017-5512	4,438	$11,943 per unit
Cooperatives	Medium	1809-2979	2,290	$6,163 per unit
Multi-family–fewer than 10 units	Small	0-1137	1,093	$2,942 per unit
Commercial				$2.69 per Sq. Ft.

Bay Harbor Islands Transportation (Table 2)

Residential	Size	Indicative Sq. Ft. Range	Indicative Median Sq. Ft.	Fee
Single Family	Large	3017-5512	4,438	$17,723 per unit
Multi-family–10 units or more	Small	0-1137	1,093	$4,365 per unit
Condominiums	Large	3017-5512	4,438	$17,723 per unit
Cooperatives	Medium	1809-2979	2,290	$9,145 per unit
Multi-family–fewer than 10 units	Small	0-1137	1,093	$4,365 per unit
Commercial				$3.99 per Sq. Ft.

Bay Harbor Islands Parks and Recreation (Table 3)

Residential	Size	Indicative Sq. Ft. Range	Indicative Median Sq. Ft.	Fee
Single Family	Large	3017-5512	4,438	$2,573 per unit
Multi-family–10 units or more	Small	0-1137	1,093	$2,573 per unit
Condominiums	Large	3017-5512	4,438	$2,573 per unit
Cooperatives	Medium	1809-2979	2,290	$2,573 per unit
Multi-family–fewer than 10 units	Small	0-1137	1,093	$2,573 per unit
Commercial				$10.74 per Sq. Ft.

APPENDICES

APPENDIX A:
LEGAL AND POLICY FRAMEWORK MEMO

Historical Basis and Legal Foundations of Impact Fees in Florida

Land-use authority in the United States resides with states and localities. Impact fees in Florida arose from the broad home-rule authority granted to counties and municipalities under the Florida Constitution. Article VIII of the Constitution authorizes local governments to exercise all powers of local self-government not expressly pre-empted by the state. This authority includes the power to regulate land use, manage growth, and fund public facilities necessary to provide services within local jurisdictions.[1]

Beginning in the 1960s, Florida experienced sustained population growth driven by migration, tourism, and real estate development. Rapid suburban expansion placed intense pressure on roads, schools, water and sewer systems, fire protection, parks, and other capital facilities.[2] Local governments faced growing service demands, while traditional funding mechanisms, such as ad valorem taxes and general obligation bonds, were politically difficult and fiscally insufficient to keep pace with growth.

As a result, Florida counties and municipalities gradually began searching for growth-based financing tools that would shift infrastructure costs away from existing residents and onto new development.[3] Development-related charges began funding new infrastructure capacity required by population growth. These charges would later become known as impact fees. These fees were based on the principle that new developments generate demand for additional public facilities and should therefore bear their proportionate share of the cost.[4]

As Florida statutes were silent on the matter of local development fees in the first decades of the state's population boom, the evolution of impact fees in Florida occurred largely through judicial decisions. Courts played a central role in defining the boundaries of local discretion, repeatedly emphasizing that impact fees must be tied to actual growth-related impacts and not used to solve existing infrastructure deficiencies unrelated to new development. This

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[1] The James Madison Institute & DeVoe L. Moore Center, 'Assessing Florida Local Government Impact Fees: 2024-2025' (Apr. 2025).

[2] Florida Housing Finance Corporation, 'Overview of Impact Fees and Affordable Housing' (October 2017), esp. sections on constitutional/statutory authority and the Florida Impact Fee Act, https://www.floridahousing.org/docs/default-source/aboutflorida/august2017/october2017/TAB_3.pdf.

[3] Florida Housing Finance Corporation, 'Overview of Impact Fees and Affordable Housing' (October 2017), esp. sections on constitutional/statutory authority and the Florida Impact Fee Act, https://www.floridahousing.org/docs/default-source/aboutflorida/august2017/october2017/TAB_3.pdf.

[4] The James Madison Institute & DeVoe L. Moore Center, 'Assessing Florida Local Government Impact Fees: 2024-2025' (Apr. 2025).

judicial development culminated in the articulation of the Dual Rational Nexus Test, which required local governments to demonstrate:

- A rational connection between new development and the need for additional capital facilities, and
- A rational connection between impact fee expenditures and the benefits accruing to that development

This doctrine, articulated in Hollywood, Inc. v. Broward County (1983) and affirmed in later cases such as St. Johns County v. NE Florida Builders Association (1991) and Volusia County v. Aberdeen (2000), anchors the constitutional limits on impact fees and distinguishes them from impermissible taxes.[5]

The Florida Growth Management Act of 1985: Institutionalizing Impact Fees for Infrastructure

The Florida Growth Management Act of 1985 (GMA) laid the groundwork for the expansion and institutionalization of impact fees as a primary mechanism to fund infrastructure necessitated by new development.[6] The GMA represented a significant advancement in statewide land-use regulation by mandating that all local governments develop comprehensive plans within a coordinated state, regional, and local framework.[7][8]

The plans required future land-use maps, capital-improvement programs, and coordinated infrastructure strategies aligned with state and regional priorities. A key provision of the Act was the concurrency requirement: public facilities and services, including transportation, water, sewer, schools, parks, and public safety, were mandated to be available at the same time as the impacts of development occurred.[9] The GMA raised local planning and capital demands, causing smaller municipalities to face higher per-capita costs. Impact fees helped meet concurrency requirements without passing expenses to current residents. [10]

By the 1990s and early 2000s, impact fees had become a standard component of local growth management strategies across Florida. Counties and municipalities increasingly relied on them to fund transportation improvements, schools, public safety facilities, parks,

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[5] Florida House (2015) historical §163.31801; Justia (2020) §163.31801—demonstrating evolution of statutory language.

[6] Julian Conrad Juergensmeyer, 'Infrastructure and the Law: Florida's Past, Present and Future,' discussing Florida's long history of shifting infrastructure costs to development (Georgia State University/impactfees.com, n.d.).

[7] Roy R. Carriker, 'Florida's Growth Management Act: An Introduction and Overview,' EDIS FE643 (University of Florida IFAS, July 2006).

[8] Carriker, EDIS FE643 (1972–1984 Florida statutes as precursors); Florida Department of Community Affairs, '20 Years of Growth Management in Florida' presentation (2004).

[9] Florida Senate, Bill Analysis and Fiscal Impact Statement for SB 1512 (2011), summarizing concurrency under the 1985 Act.

[10] K. T. Liou and Todd J. Dicker, 'The Effect of the Growth Management Act on Local Comprehensive Planning Expenditures: The South Florida Experience,' Public Administration Quarterly, via JSTOR.

and utilities. This normalization reflected both continued population growth and the political attractiveness of impact fees as an alternative to broad-based tax increases. Importantly, this expansion was incremental rather than sudden. Fee schedules grew more sophisticated over time as local governments adopted impact fee studies, level-of-service standards, and capital improvement plans to justify charges and reduce legal risk. [11]

The increasing reliance on impact fees and the uneven quality of early local programs, eventually prompted legislative action. In 2006, the Florida Legislature adopted the Florida Impact Fee Act (Section 163.31801, Florida Statutes), formally codifying many of the constitutional principles previously established by case law. The statute explicitly recognized impact fees as an outgrowth of home-rule power, while imposing minimum procedural and substantive safeguards.[12]

The Florida Impact Fee Act: A Statewide Framework

The Florida Impact Fee Act established statewide rules for how local governments adopt, calculate, collect, and administer impact fees.[13] Impact fees are considered to be regulatory fees rather than general taxes. They must be proportionate, tied to growth-related capital needs, and cannot fund operations or unrelated purposes.[14] The Legislature's intent is to preserve local discretion while ensuring minimum procedural and substantive safeguards given the scale and fiscal importance of these fees.[15]

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[11] The James Madison Institute & DeVoe L. Moore Center, 'Assessing Florida Local Government Impact Fees: 2024–2025' (Apr. 2025).

[12] Florida Impact Fee Act, §163.31801, Fla. Stat. (Online Sunshine; Florida Senate 2025).

[13] Florida Senate, 'Chapter 163 Section 31801—Impact fees; short title; intent; minimum requirements; audits; challenges,' 2025 Florida Statutes (Title XI, Ch. 163), accessed January 22, 2026.

Online Sunshine (Florida Legislature), '§163.31801—Impact fees; short title; intent; minimum requirements; audits; challenges,' accessed January 22, 2026.

Florida Housing Finance Corporation, 'Overview of Impact Fees and Affordable Housing' (October 2017).

Florida House of Representatives, '2015 Statutes 0163.31801' (historical text); and Justia Law, 'Florida Statutes § 163.31801 (2020).'

[14] Robert C. Volpe, 'Impact Fees: The Constitutional Dimension—The Evolving Law on Impact Fees,' presentation to the Florida Association of County Attorneys, Midyear CLE Seminar (November 18, 2021).

[15] Florida Senate, 'Chapter 163 Section 31801—Impact fees; short title; intent; minimum requirements; audits; challenges,' 2025 Florida Statutes (Title XI, Ch. 163), accessed January 22, 2026.

Online Sunshine (Florida Legislature), '§163.31801—Impact fees; short title; intent; minimum requirements; audits; challenges,' accessed January 22, 2026.

Florida Housing Finance Corporation, 'Overview of Impact Fees and Affordable Housing' (October 2017).

Florida House of Representatives, '2015 Statutes 0163.31801' (historical text); and Justia Law, 'Florida Statutes § 163.31801 (2020).'

Definition of 'Infrastructure' and Allowable Uses

The Act limits the use of impact fees to 'infrastructure' and the costs directly associated with developing it, such as:

- the construction, reconstruction, or improvement of public facilities with a useful life of at least five years;
- land acquisition and land improvements related to the facility;
- design, engineering, and permitting costs; and
- other construction-related expenses required to bring the facility into operation.

Impact fees may not be used for repairs, maintenance, or any other recurring or operational costs.

Under the Act, 'infrastructure' is defined as a *fixed capital outlay* that meets all of the following criteria:

- **Capital in nature:** it creates or expands a physical asset, rather than funding ongoing services or programs.
- **Long useful life:** the asset typically has a life expectancy of five years or more.
- **Non-recurring cost:** it represents a one-time or infrequent expenditure, not an ongoing or repetitive cost.
- **Capacity-creating or capacity-expanding:** it adds new public facility capacity or significantly increases existing capacity. Impact fees cannot be used to provide a higher level of service than that provided to existing development, or to remedy existing deficiencies that are unrelated to new growth.

Definition of Public Facilities

The Act cross-references §163.3164 and further clarifies eligible facilities. In practice, Florida allows impact fees for the following categories of public facilities, when justified by growth. Tables 4-6 below summarize eligible and ineligible categories of public facilities relevant to transportation, police service, and parks and recreation.[16]

[16] Florida Community Planning Act, §163.3164, Fla. Stat.

Transportation (Table 4)	
Eligible	**Ineligible**
▪ Roads and bridges ▪ Intersections and interchange improvements ▪ Traffic signals and turn lanes ▪ Transit facilities (bus terminals, park-and-ride) ▪ Mobility infrastructure replacing traditional road impact fees (where adopted)	▪ Must add capacity, not just resurface or maintain ▪ Cannot fund routine maintenance or operations

Parks and Recreation (Table 5)	
Eligible	**Ineligible**
▪ Recreation centers ▪ Athletic fields ▪ Greenways and trails ▪ Land acquisition for parks	▪ Programming ▪ Event staffing ▪ Routine maintenance

Police Service (Table 6)	
Eligible	**Ineligible**
▪ Police stations and substations ▪ Sheriff's office facilities ▪ Evidence facilities ▪ Police vehicles (when growth-related) ▪ Equipment to outfit vehicles (radios, cages, etc.)	▪ Salaries ▪ Fuel ▪ Routine fleet replacement

Florida's Dual Rational Nexus Test for Impact Fees

Under Florida law, the legitimacy of impact fees is determined by the dual rational nexus test, which consists of two distinct and independent components: the Growth (Need) Nexus and the Benefit (Proportionality) Nexus.

Growth (Need) Nexus

The first component requires that new development directly creates the need for additional public facilities. In other words, there must be a clear causal link between the growth generated by development and the necessity for new infrastructure or services. This test asks: Would this facility be needed but for the new development? Importantly, impact fees

cannot be used to address existing deficiencies or to remedy historic under-investment in public infrastructure.

Demonstration of the growth nexus typically relies on the most recent, localized data, which may include:

- Population projections
- Level-of-service standards
- Call-for-service ratios (for police facilities)
- Trip generation or capacity models (for transportation infrastructure)
- Demand curves tied to new units or square footage

For example, if new residential developments lead to an increase in police call-outs, necessitating additional patrol vehicles for service in new zones, this would establish a growth nexus. Conversely, replacing outdated vehicles purely due to age, without a connection to growth, would fail this test. Impact fee-setting methodologies often fall short when they rely solely on general growth trends, rather than quantifying how much growth is occurring and specifically how it drives demand for new facilities. Courts require precise data: general statements like "growth increases demand for services" are insufficient. Instead, the Town must demonstrate that a particular amount of growth necessitates a particular increase in capacity.

Benefit (Proportionality) Nexus

The second component ensures that the development paying the impact fee receives a benefit that is proportionate to its share of the demand and the capacity provided. This test is designed to ensure fairness and to prevent impact fees from being used as a general revenue tool. The benefit must be measured by:

- Reasonable geographic proximity to the facility, or
- Functional service to the development, or
- A systemwide benefit that is directly tied to the development's usage

For instance, it is acceptable to use road impact fees from new housing to fund regional road improvements that will serve those developments. However, using such fees to fund facilities serving unrelated areas would not pass the benefit test. Courts closely examine whether fees are proportionate to demand and are critical of flat fees not linked to actual usage, over-collection, or funding excess capacity beyond what is needed for growth.

Three Eligibility Filters

Each investment funded by impact fees must pass through three eligibility filters:

1. Capital Test: The expenditure must qualify as a fixed capital outlay. If an investment is not capital in nature, the nexus analysis does not proceed, as impact fees must remain regulatory fees, not taxes. Courts do not consider whether operational costs benefit growth; they simply disallow such uses.

2. Growth Nexus Test: As described above, this establishes that growth is the direct cause of the need for additional facilities.
3. Benefit Nexus Test: As described above, this ensures that the charge is fair and proportionate to the benefit received by the development.

Failure to meet any one of these filters renders the expenditure legally vulnerable to challenge.

Procedural Requirements and Legal Standards

Each element of the dual rational nexus test is independent and mandatory. Florida does not permit a strong showing on one element, such as substantial benefit, to compensate for a weak showing on another, such as growth nexus. Courts also do not accept policy justifications or "close enough" reasoning in place of hard data. A demonstrated-need study must be completed within the 12 months preceding the adoption or increase of an impact fee, and, in cases where phase-in limitations are exceeded, must explicitly demonstrate the extraordinary circumstances justifying such action.

These judicial requirements, first established in Hollywood, Inc. v. Broward County and later affirmed in St. Johns County and Volusia v. Aberdeen, are codified in and enforced through Section 163.31801 of the Florida Statutes. In any legal action challenging an impact fee, the burden of proof rests with the government, which must demonstrate compliance by a preponderance of the evidence. Courts are not permitted to apply a deferential standard to government justifications, ensuring that each expenditure strictly adheres to the statutory nexus and proportionality requirements.

Recent Reforms

Recent reforms to the Florida Impact Fee Act have fundamentally shifted the state's approach to impact fees, moving from a primarily court-driven system to a detailed and highly regulated statutory framework. These legislative changes have brought about increased transparency and predictability, imposed a higher evidentiary burden on local governments, and constrained fiscal flexibility, emphasizing greater affordability and uniformity. Consequently, Florida now maintains one of the strictest and most frequently litigated impact fee regimes in the United States.

Between 2009 and 2011, the Legislature amended §163.31801 to clarify and reinforce procedural requirements for impact fees. Notable reforms included a mandatory 90-day notice period prior to adopting or increasing an impact fee, the explicit requirement for separate accounting of impact fee revenues, limits on administrative charges to actual incurred costs, and the submission of audit affidavits to verify statutory compliance. More recent amendments introduced caps on fee increases, prohibiting any rise above 50%, and mandated phased implementation of larger increases over several years. Additionally, local governments must now provide stricter demonstrations of need for substantial adjustments, balancing affordability concerns with the statute's core nexus and transparency principles. Collectively, these reforms have led to more standardized methodologies and limited large,

sudden fee increases, all while safeguarding essential nexus and proportionality requirements.

In 2021, further major reforms were enacted, sharply restricting the frequency and magnitude of impact fee increases. Local governments are now permitted to raise fees only once every four years: increases of up to 25% must be phased in over two years, those between 25% and 50% over four years, and increases above 50% are prohibited unless justified by extraordinary circumstances. Such exceptions require rigorous analysis and must be based on significant construction cost inflation, unanticipated population growth, or urgent public safety or utility needs. These measures reflect a legislative emphasis on housing affordability and tighter constraints on development costs.

Since 2021, the Legislature has only permitted impact fee increases above the standard limits where extraordinary circumstances are clearly substantiated through comprehensive analysis, examples include pronounced construction cost increases, rapid population growth beyond forecasts, or pressing needs for additional public safety or utility infrastructure.

Looking ahead, the 2025 legislative proposal CS/HB 665 (though it did not progress past committee) sought to introduce even stricter requirements. It would have mandated demonstrated-need studies based on plan-based methodologies before any fee increase and set further limits on the conditions under which development permits could be processed.

Bay Harbor Islands Impact Fees

Overview and Legal Framework

Like many built-out coastal municipalities in Florida, Bay Harbor Islands relies on development impact fees to ensure that new residential growth pays its fair share of the costs for capital facilities, rather than passing those expenses on to existing residents. Of the three sectors analyzed, Bay Harbor Islands has only implemented impact fees for parks and recreation.

Parks & Recreation Impact Fee

Historical Context and Demographic Change

Bay Harbor Islands was originally developed in the 1940s as a predominately retirement and short-term visitor community, with residents primarily seeking passive recreation, waterfront access, and leisure activities. As a result, the initial planning did not place emphasis on active recreational facilities such as sports fields. Over time, however, the town has experienced significant demographic shifts. The average age of residents declined from 60.7 years in 1970 to 41.7 years by 2000, and currently, around 18% of the population is under 18, with only 23% aged over 65. These changes mirror broader trends seen across Southeast Florida, leading to increased demand for parks, open spaces, and a wider array of recreational amenities.

Establishment of the Parks and Recreation Impact Fee

To address evolving community needs, the Town implemented a Parks and Recreation Impact Fee in 1989. This fee was grounded in facility-based Level of Service (LOS) standards, which were detailed in the Comprehensive Plan and reaffirmed through Ordinance No. 784. The LOS standards specify requirements such as one tennis court per 4,000 residents aged 12–60, one lighted baseball field per 6,000 residents aged 10–40, and one tot lot per 500 children aged 3–12. This approach prioritizes the provision of specific facilities rather than a set acreage per capita, which is particularly suited to the built-out and land-constrained character of the town.

The Town's Local Park Impact Fee Ordinance, codified in Chapter 15 (Parks and Recreation), Section 15-6 of the Bay Harbor Islands Code of Ordinances, was enacted by Ordinance No. 784 on 14/11/2005. The ordinance is organized into subsections (§15-6.1 through §15-6.13) and outlines the framework for calculation, collection, and administration of park impact fees. This ensures that costs for new capital facilities are fairly allocated to new residential growth, in line with both the town's demographic realities and statutory requirements for rational nexus and proportionality.

Section §15-6.1 defines the ordinance's intent, scope, and when and to whom the fee applies. Section §15-6.9 further clarifies the imposition of fees on new development. For consistency, Section §15-6.2 adopts the definitions set out in Miami-Dade County's Park Impact Fee Ordinance, unless otherwise specified, ensuring alignment with the county's broader park impact framework.

Fee Calculation Methodology

Section §15-6.10 specifies that the park impact fee is determined based on the facility-based LOS standards set out in the ordinance and supporting resolutions. Rather than fixing the fee in the ordinance, the specific amount is set by Town Council resolution. Following a 2005 staff study, the fee was set at $882.17 per new dwelling unit. At the time, the calculation method tied closely to the Comprehensive Plan's LOS criteria, directly linking population growth to capital improvements, thus fulfilling Florida's rational nexus requirements and minimizing legal risk. The fee was calculated by dividing the estimated total capital cost of park improvements ($4,275,000, including land and development) by the theoretical build-out of 4,846 dwelling units, resulting in the $882.17 fee per unit. The fee has since been updated and is currently $1,715.64 for each new dwelling unit. Payment is due upon issuance of a building permit, as required by both Section §15-6.5 and Florida's Impact Fee Act.

Administration, Accounting, and Use of Funds

The ordinance provides that the park impact fee is "additional to all others" (§15-6.6) and does not substitute for other development charges. Section §15-6.7 allows for an administrative fee to cover program costs. Use of fee revenues is restricted by §15-6.8, which requires that funds be placed in dedicated Town accounts and used solely for capital improvements aligned with LOS needs. This is reflected in the Town's adopted budget, which maintains a Park Impact Fee Fund to track these revenues and related expenditures.

Alternatives to fee payment are also provided: Section §15-6.11 permits land dedications that further parks objectives in accordance with LOS and Comprehensive Plan requirements; Section §15-6.12 allows for park facility construction in lieu of fee payment, subject to Town approval and compliance with ordinance standards. Section §15-6.13 oversees program implementation, coordinating revenues, capital planning, and facility provision to match development pace.

Compliance with Florida Law

The ordinance is designed to comply with the Florida Impact Fee Act and the dual rational nexus test, ensuring a reasonable connection between new development, the need for new capital facilities, and the benefit to those developments. Basing the fee on LOS standards, collecting at the building permit stage, and restricting expenditure to capital improvements ensures alignment with these legal requirements.

APPENDIX B: METHODOLOGY

Impact fees are charges imposed on new development to help pay for infrastructure needed to serve that growth. These fees ensure that those responsible for the increased demand for services contribute to their costs, rather than placing the financial burden on existing residents through elevated taxes. This approach helps maintain equitable tax rates and stabilizes property values. The proposed methodology for Bay Harbor Islands has six steps illustrated in Figure 1 below.

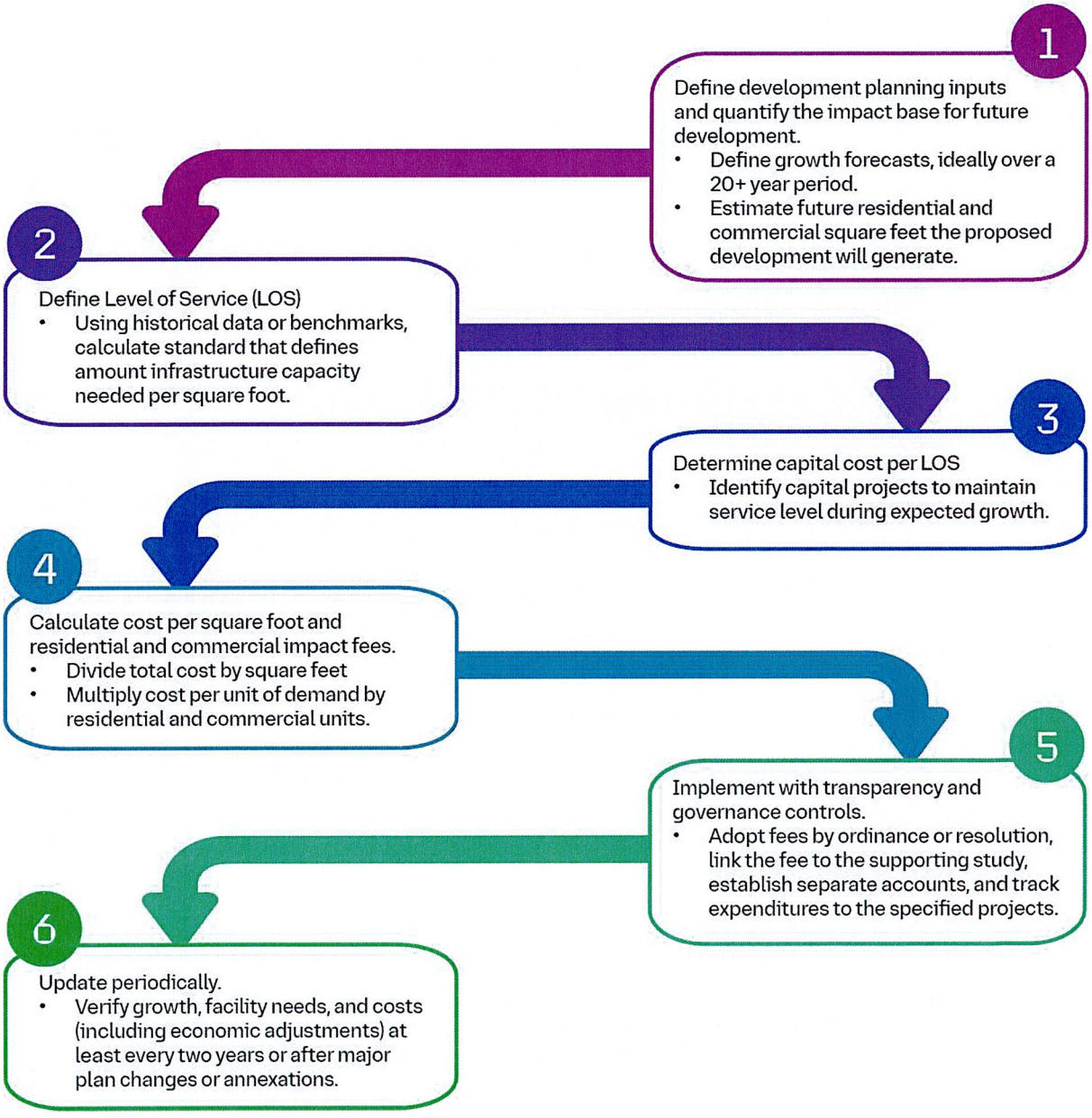

Figure 1: Proposed six-step methodology

The impact fee methodology is structured to ensure that new developments contribute an equitable share toward the costs of public infrastructure required to accommodate growth. The initial phase involves identifying specific development projects that will generate growth-related impacts, quantifying a unit of demand to serve as the impact base, and forecasting changes in this demand over time. For the Town's impact fees, commercial and residential square footage are utilized as units of demand, projected across a 50-year horizon alongside anticipated changes in population and development units.

The second phase entails establishing Levels of Service (LOS) standards for police, transportation, and parks and recreation. LOS standards delineate the necessary infrastructure capacity per unit of demand (for example, residents or dwelling units). These benchmarks are derived from historical service levels, adopted policy objectives, or industry standards, reflecting the community's expectations for quality of service. Defining the LOS ensures that impact fees finance infrastructure sufficient to uphold, but not exceed, existing service levels. In Bay Harbor Islands, one LOS standard is proposed per service category, primarily informed by available longitudinal data.

Subsequently, the third phase calculates the capital cost per LOS to support projected growth. Capital costs are estimated using multiple sources, including analysis of the Town's Capital Improvement Program (CIP) and estimates needed to preserve the current LOS under growth projections. These expenses are modelled over a 50-year period and discounted to present value for fee estimation purposes.

Next, the fourth phase computes the per-square-foot capital cost for each service area. Costs necessary to maintain established LOS are divided by the total square footage anticipated under the growth scenario. CIP project capital costs are apportioned across both new and existing residential and commercial square footage. The resulting figures are multiplied by dwelling unit sizes to determine residential impact fees, while commercial impact fees are calculated on a per-unit basis for application to the square footage of each commercial establishment.

To operationalize these steps, an Excel-based dynamic model ("the model") was developed to estimate impact fees for police, transportation, and parks and recreation services. Subsequent sections detail the results produced by this methodology based on model outputs.

Finally, the methodology emphasizes sound implementation, transparency, and ongoing governance. Impact fees are formally adopted by ordinance or resolution, with explicit reference to the underlying study. To preserve accuracy and equity over time, regular reviews and updates to impact fees are recommended, including revised growth forecasts, facility requirements, and project costs, ideally coordinated with the CIP and budget processes, and conducted at least biennially or following significant plan amendments or annexations.

1 Step 1. Development Planning Inputs

The Capital Improvements Costs Analysis for this Impact Fee Study examined 23 selected developments to estimate their impact. Most are classified as "large" multi-family

projects, with a few labelled as "medium." Only one commercial "mixed-use" project was included. These developments vary in size, from five up to 77 dwelling units, and square footage ranges from 2,290 for medium homes to 5,145 for large ones. Construction timelines are approximate, with most projects expected to finish between 2027 and 2031. Altogether, these developments are anticipated to provide 424 new dwelling units and roughly 1,486 residents, adding over 1.5 million square feet of development to the region.

These projects were entered into a model to forecast growth impacts using historical demographic data. The model includes three scenarios: base case with no development (S1), development growth (S2), and development plus organic growth (S3). Based on physical limitations, historically slow growth rates, and deliberate urban planning, the Town's proposed impact fees rely on S2, which excludes organic population increases. Table 7 below outlines the primary growth assumptions for each scenario.

Table 7: Growth assumptions across three scenarios

Assumption	Units	Scenario 1 – Base Case	Scenario 2 – Development Growth	Scenario 3 – Development & Organic Growth
Baseline Period Start	Year	2020	2020	2020
Baseline Period End	Year	2025	2025	2025
Projection Year Start	Year	2026	2026	2026
Development Useful Life	Number	50	50	50
Projection Year End	Year	2081	2081	2081
Projection Period	Number	55	55	55
Planned Growth Switch		No	Yes	Yes
Population				
Organic	Percent	0.00%	0.00%	0.08%
Planned	Percent	0.00%	0.00%	0.00%
Real Estate				
Residential				
Organic	Percent	0.0%	0.00%	0.59%
Planned	Percent	0.0%	0.00%	0.00%
Commercial				
Organic	Percent	0.0%	0.00%	13.96%
Planned	Percent	0.0%	0.00%	0.00%
Police				
Calls for service per person	Percent	5.6%	5.6%	5.6%
Transportation				
Main Thoroughfare	Percent	0.0%	0.0%	0.0%

Table 7 outlines principal assumptions across three scenarios: Base Case, Development Growth, and Development and Organic Growth. Each scenario incorporates a common baseline period (2020–2025), followed by projections extending through 2081, with a development horizon of 50 years. Planned growth is factored only into Scenarios 2 and 3.

Both population and property figures are distinguished between organic and planned growth, with Scenario 3 reflecting modest organic increases and a substantial expansion in commercial real estate, consistent with historical growth rates. Demand for police services increases by 5.7 percent during development across all scenarios, and transportation on the main thoroughfare does not change. The table facilitates a clear comparison of projected changes in population, real estate, police service, and transportation under varying growth frameworks.

According to these assumptions, the population is projected to grow from 5,815 in 2025 to 7,301 by 2032, representing an approximate increase of 25 percent. Additional residents are estimated using a historical average household density of 3.5 persons per household. The accompanying graph (Figure 2) presents trends in population and household counts through 2050.

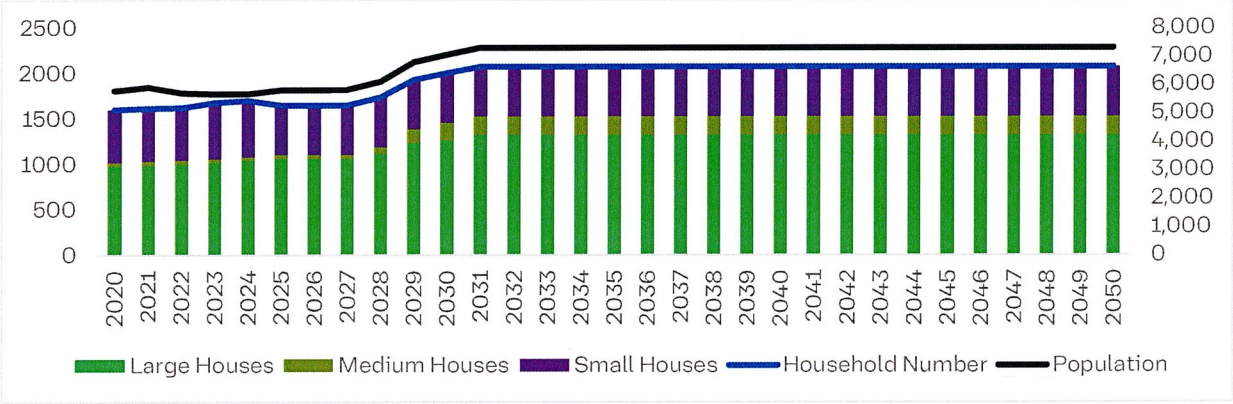

Figure 2: Projected population and household growth

The graph above (Figure 2) indicates a marked increase in population during 2028 and 2029, with growth figures exceeding 300 and subsequently 680 individuals, attributable to the introduction of new residential developments. Concurrently, the number of households is projected to expand from 1,651 in 2025 to 2,074 in 2032, with the most significant growth observed among medium and large households, particularly between 2028 and 2031.

The total area designated for residential developments is projected to increase significantly, rising from 4,868,327 square feet in 2025 to 6,347,887 square feet by 2032. This growth is largely attributed to planned, large-scale projects, with significant expansions anticipated in 2029 and 2030. Medium and large development categories are consistent drivers of the overall addition of 1,479,560 square feet, reflecting an ongoing focus on substantial housing initiatives that align with forecasted increases in population and households. The commercial sector is also expected to expand, with allocated space increasing from 574,433 square feet in 2026 to 621,171 square feet beginning in 2027. By 2032, the cumulative absorption of planned commercial and residential areas is estimated at 1,526,298 new square feet, which will comprise approximately 22 percent of the total projected area of 6,969,058 square feet for that year. Table 8 below provides a summary of the projected changes in residential and commercial square footage through 2032, serving as the primary

basis for estimating growth impacts in this analysis. It is assumed that these figures will stabilize beyond this period.

Table 8: Projected growth in residential and commercial square footage

Growth Projections	2025	2026	2027	2028	2029	2030	2031	2032
Total	5,442,760	5,442,760	5,489,498	5,807,214	6,537,020	6,710,600	6,969,058	6,969,058
Planned	-	-	46,738	364,454	1,094,260	1,267,840	1,526,298	1,526,298
Residential	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**
Area	4,868,327	4,868,327	4,868,327	5,186,043	5,915,849	6,089,429	6,347,887	6,347,887
Planned	-	-	-	317,716	1,047,522	1,221,102	1,479,560	1,479,560
Large	-	-	-	242,685	778,631	874,399	1,111,165	1,111,165
Medium	-	-	-	75,031	268,891	346,703	368,396	368,396
Organic	4,868,327	4,868,327	4,868,327	4,868,327	4,868,327	4,868,327	4,868,327	4,868,327
Large	4,163,530	4,163,530	4,163,530	4,163,530	4,163,530	4,163,530	4,163,530	4,163,530
Medium	87,790	87,790	87,790	87,790	87,790	87,790	87,790	87,790
Small	617,007	617,007	617,007	617,007	617,007	617,007	617,007	617,007
Commercial	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**
Area	574,433	574,433	621,171	621,171	621,171	621,171	621,171	621,171
Planned	-	-	46,738	46,738	46,738	46,738	46,738	46,738
Organic	574,433	574,433	574,433	574,433	574,433	574,433	574,433	574,433

Additionally, the model forecasts an annual increment of 513,502 trips resulting from both residential and commercial developments, supplementing existing bridge traffic, which is anticipated to rise from approximately 9.5 million vehicles in 2025 to 10.1 million by 2031. The following graph (Figure 3) illustrates the projected increase in trips associated with new developments, under the assumption of zero percent organic growth.



Figure 3: Projected trips associated with new developments under 0% growth assumption

As the Town lacks historical vehicle or resident data, these estimates rely on reference information and may underestimate actual impact. However, they provide a baseline for future data collection and updates to the impact fee.

2 Step 2. Define Level of Service (LOS)

A single level of service (LOS) is proposed for each service evaluated in this impact fee study. These include calls for service per capita for police, vehicle trips per unit of bridge surface area for transportation (a proxy for congestion), and acres of parks and recreation space per 1,000 residents for parks and recreation. Each LOS is described below.

Police LOS

Calls for service per capita is a practical metric for police Level of Service, directly linking population growth to demand. Unlike crime rates, it captures all police activities, emergencies, quality-of-life concerns, traffic incidents, welfare checks, and other non-emergency activities. Using this metric ensures infrastructure planning reflects real police workload and establishes a clear relationship between population and demand. As population grows, calls for service will likely increase proportionally. The per person approach allows accurate forecasting, so new development funds the necessary capacity to maintain response time and coverage.

The Police LOS in the Town of Bay Harbor is 6 calls for service per capita in 2026. Calls for service drive police manpower and capital needs. Maintaining that LOS in the growth scenario will require investments to increase police capacity by six officers and their corresponding equipment and infrastructure. The graph below (Figure 4) shows how the Police LOS stays just on par with population increase.

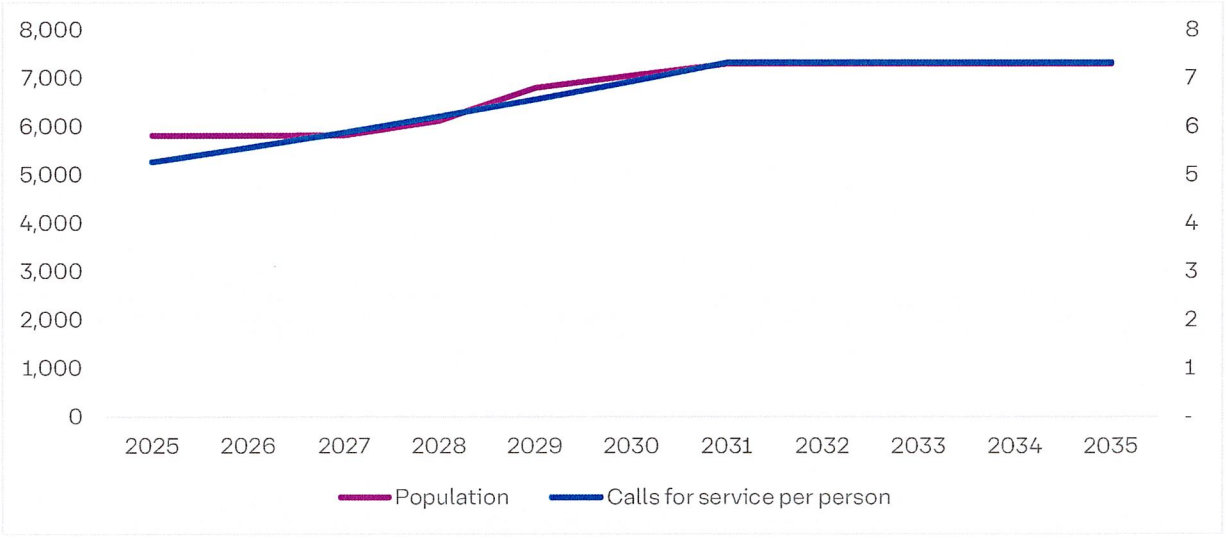

Figure 4: Police LOS illustrated by calls for service per capita

Transportation LOS

Trips per unit of bridge surface area links new development to needed capital improvements. As new development generates additional traffic, bridges experience increased strain—especially where they serve as primary routes and constrain overall network capacity. In Bay Harbor Islands, bridge replacement is urgently needed. The Broad Causeway Bridge, constructed in 1951, is structurally deficient and functionally obsolete. It has received a rating of 11.1 out of 100 from FDOT due to significant structural deficiencies. A modern bridge would reduce annual usage from 77 trips per square foot of deck area to 26. While this study excludes replacement costs for these specific bridges, it is vital to estimate expenses to maintain the improved LOS so new residents fund their share of bridge impacts. The graph below (Figure 5) illustrates a theoretical scenario where a modern bridge would meet the needs of existing and planned trips by 2033.

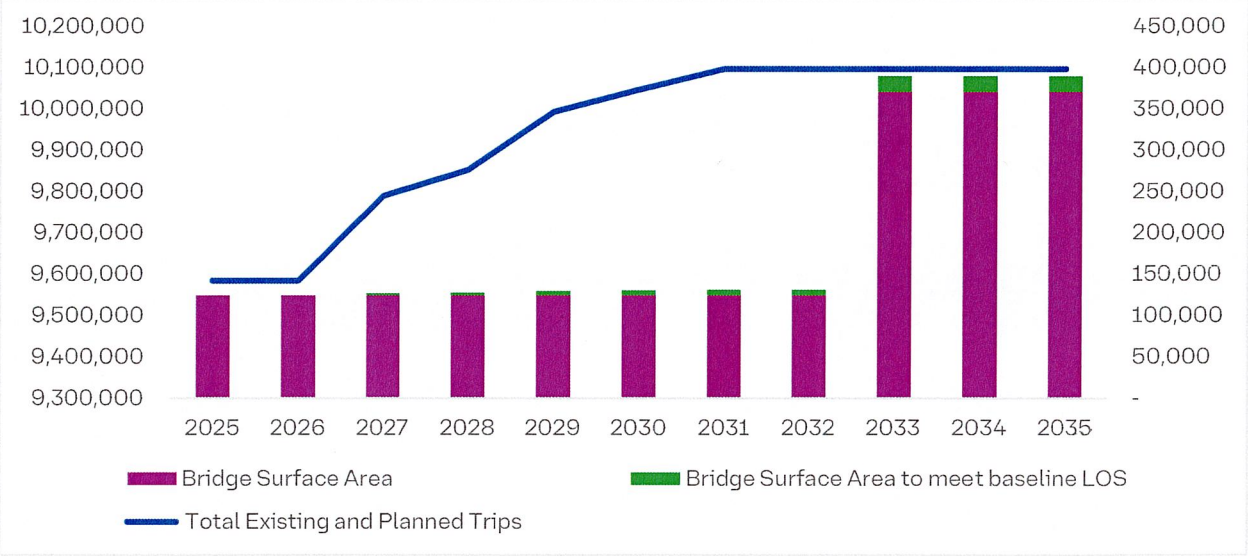

Figure 5: Transportation LOS illustrated by trips per deck area

Parks and Recreation LOS

Land acquisition and development constitute the primary and most consistent cost driver for parks and recreation systems. The amount of parkland in acres directly correlates with capital expenditures for property purchase, site improvements, and long-term asset replacement. Metrics such as acres per 1,000 residents establish a clear connection between population growth and the requisite expansion of recreational land to ensure adequate facilities and preserve service levels within growing communities. Due to Bay Harbor Islands' limited size of 240 acres and the high value of its real estate, available parks and recreation space has remained restricted. Currently, the Level of Service (LOS) stands at 0.72 acres of parks and recreation space per 1,000 residents. Two new parks are planned, which will increase the LOS to 1.08 acres per 1,000 residents. This study provides an estimate of expenses necessary to secure additional acreage required to sustain this LOS as new residential units are absorbed. The graph below (Figure 6) demonstrates the acreage needed to uphold the baseline LOS of 1.08 beginning in 2033.

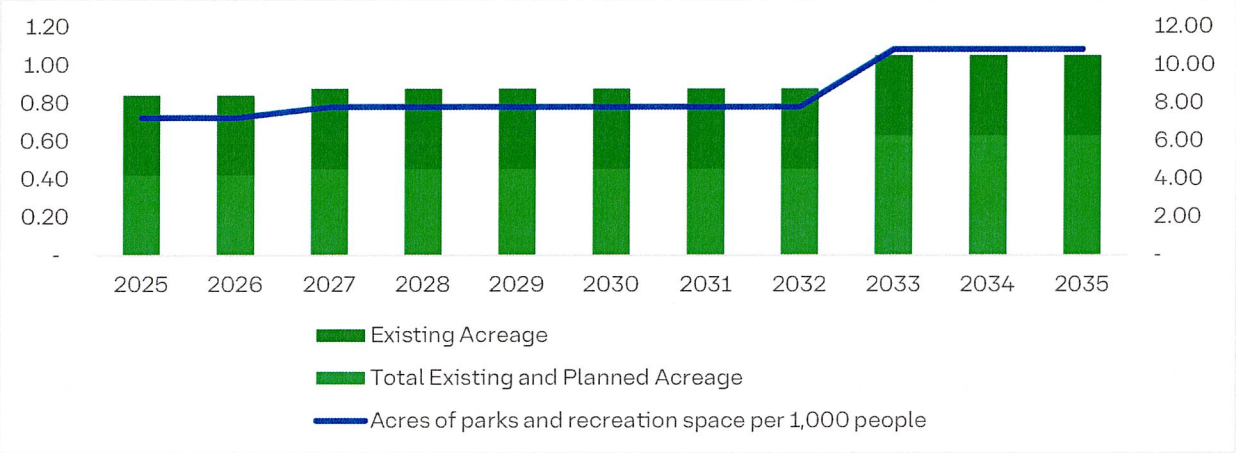

Figure 6: Parks and Recreation acreage required to maintain baseline LOS

3 Step 3. Determine capital cost per LOS

The Town's Capital Improvement Plan includes a Police Complex (part of the new Town Hall), partially funded by the police impact fee. The incremental costs to maintain levels of service (LOS) after planned developments are estimated based on agreed upon cost assumptions. All capital expenses are depreciated based on useful life and forecasted for the 50 years of the useful life of planned developments. The sum of expenses are then discounted using a discount rate equal to 4.6 percent, per the Federal Reserve 30-year bond rate on 1/15/26. Costs for each service follow.

Police capital cost per LOS

The Town of Bay Harbor is undertaking the construction of a new town hall, which will feature a 93,000 square foot police complex. The facility is designed to accommodate areas for records management, communications, booking, holding, canine units, evidence storage, staff-only zones, fitness facilities, a training center, an emergency operations room, administrative offices, parking, UAS launch operations, and amenities focused on wellness. The projected cost for the police complex is $22.4 million nominally, with a present value of $7.2 million, based on allocating 38 percent of the overall $59 million town hall budget to this component. As both current and future residents stand to benefit from the complex, only the share of costs attributed to new residents from forthcoming developments are factored into the impact fee.

To sustain a service standard of six calls for service per resident through 2032, the Town must employ six additional police officers and supply equipment including five vehicles equipped with emergency lighting and radios, a police boat with a lift, and a mobile command unit. The estimated expense for these enhancements is $6.6 million nominally, or $2.5 million in present value, calculated from unit costs and expected useful lifespans. As these investments are necessary to maintain the existing level of service, the full amount is incorporated into the impact fee.

The capital expenditures included in the impact fee study are detailed in the accompanying table below (Table 9). The table specifies the unit cost and useful life provided by the Town, the annual cost of each capital asset based on its useful life, and the total nominal and present value expenditures across the 50-year useful life of the planned developments.

Table 9: Capital expenditures included in the impact fee study

	Fixed-Asset	Unit Cost	Useful Life	Yearly Costs, in nominal $	Total Costs, in nominal $	Total Costs, in present value $
1	Police Boat & Boat Lift	150,000	10	15,000	750,000	277,660
2	VEH #508 (PSA) - 2025 Ford Explorer XC5524	55,944	5	11,189	559,440	216,691
3	VEH #507 (PSA)- 2025 Ford Explorer XC5523	46,620	5	9,324	466,200	180,576
4	VEH #403 - 2024 Chevrolet Silverado XL9038	61,680	5	12,336	616,800	238,909
5	Police Vehicle 4	78,000	5	15,600	780,000	288,766
6	Police Vehicle 5	78,000	5	15,600	780,000	288,766
7	Mobile Command Unit	385,000	10	38,500	1,925,000	745,621
8	Patrol Emergency Lighting and Installation	50,000	5	10,000	500,000	193,668
9	Vehicle Radio Systems-Replacement Program	23,500	5	4,700	235,000	91,024
10	Police Resilient Complex	22,395,918	50	447,918	22,395,918	7,239,600
	Total				29,008,358	9,761,281

Transportation capital cost per LOS

According to projected development assumptions, Bay Harbor Islands could see a rise in traffic as early as 2027 due to increased commercial activity resulting in approximately 205,000 additional trips each year. Residential traffic is projected to grow by about 309,000 trips annually. These projections use conservative estimates based on average daily traffic figures. Due to limited data, the calculations assume that every new household will make two trips per day, while each 1,000 square feet of new commercial space on East Island will generate around 12 trips daily. Table 10 below outlines these assumptions in detail.

Table 10: Assumptions for annual average daily traffic

Assumption	Unit	Estimate
Annual Average Daily Traffic		
Residential	AADT/Household	730.00 (annually)
Trips	Number	2.00 (daily)
Vehicles	Number	1.00
Commercial	AADT/1,000 Sq. Ft.	4,380.00 (annually)
Trips	Number	1.00 (daily)
Vehicles	Number	12.00

The LOS metric of trips per square foot of bridge deck area is intended to be a proxy for congestion inbounds, outbounds, and within Bay Harbor Islands' street network. If trips exceed the bridges' capacity for throughput, the result is congestion that reduces mobility, hinders economic activity, creates localized air pollution, and presents safety issues for motorists, pedestrians, and micromobility users. Based on the weighted average per-square-foot replacement cost of the Town's bridges, additional trips associated with development-driven population growth are monetized into a dollar impact that the Town would need to invest in enhanced transportation infrastructure that would maintain existing mobility levels.

Given the outlined assumptions and planned residential and commercial projects, approximately 19,849 additional square feet of bridge deck are needed to sustain the level of service (LOS) compared to the baseline scenario. This extra bridge space will be necessary between 2027 and 2033, which aligns with the expected completion dates for both the Broad Causeway Bridge and residential developments. Of the total, roughly 6,700 square feet are required to keep an LOS of 77 trips per square foot, while the remaining 13,100 square feet are needed to preserve an LOS of 26 trips per square foot.

The incremental expense for these additions is estimated at $8.1 million in nominal terms, or $6.1 million in present value. These figures use a unit cost estimate of $408.68 per square foot of bridge deck, which is based on the weighted average costs provided by the Town for planned construction. Table 11 below details unit costs, the area required to maintain LOS, and the total associated costs in both nominal and present value terms.

Table 11: Estimated cost to maintain Transportation LOS

Cost to maintain LOS	Unit Cost	Units Required	Total Costs, in nominal $	Total Costs, in present value $
Incremental Cost to meet LOS	$408.68/Sq.Ft	19,849 Sq.Ft.	8,112,055	6,095,120

Parks and Recreation capital cost per LOS

The Town is planning to build two new parks—Gateway Park and Broad Causeway Park—which would raise the parks and recreation level of service (LOS) from 0.72 acres per 1,000 residents in 2026, to 0.78 acres in 2028, and up to 1.08 acres by 2033. To maintain the targeted LOS as the population grows, Bay Harbor Islands may need to begin investing additional funds as soon as 2028, driven by an anticipated increase of about 300 residents that year.

Based on these plans and assumptions—including forthcoming residential and commercial projects—the Town would require approximately 1.61 more acres of park and recreation space to keep LOS consistent with the baseline scenario. This extra acreage is expected to be needed between 2028 and 2033, which aligns with the projected completion dates for both parks.

The estimated cost for these park additions is $21.4 million in nominal terms, or $16.4 million in today's dollars. These estimates use a unit price of $12.8 million per acre, derived from internal sources based on publicly available data such as industry websites, construction cost manuals, and institutional references. All pricing reflects values as of February 2, 2026,

unless otherwise noted. Basketball and tennis court costs were calculated using regulatory standards (like ICC Building Valuation Data), recognized industry databases (such as Gordian/RSMeans), and current contractor prices from sites like HomeGuide, Angi, and Estimator Florida. These sources provide regionally adjusted figures that account for site preparation, construction, amenities, resurfacing, and long-term maintenance.

The estimates[17] were developed by comparing multiple sources, benchmarking published costs, and using professional judgment based on standard construction practices. They assume typical site conditions, conventional methods, code-compliant designs, and standard finishes. Project-specific variables like unusual subsurface conditions, site constraints, accelerated schedules, market volatility, escalation, procurement strategies, or owner-driven enhancements are excluded. Cost ranges reflect variability in labor, materials, regional markets, and project complexity. Table 12 below outlines these assumptions in detail.

Table 12: Parks and Recreation LOS assumptions and cost estimates

Assumption[18]	Unit	Estimate
Development Cost	$/Acre/Year	12,791,503
Land Value	$/Acre/Year	10,890,000
January 2026 Comps for standard non-waterfront parcels in Bay Harbor Islands	$/Sq. Ft.	250
Facilities	$/Acre/Year	1,901,503
Average	$/10,000 Sq. Ft.	436,525
Tennis Courts	$/10,000 Sq. Ft.	251,800
Basketball Courts	$/10,000 Sq. Ft.	230,420
Average life	Years	25

(Continued on next page)

[17] These figures are intended for planning-level and comparative analysis purposes only and should not be interpreted as bid pricing or final construction costs. Should a higher level of accuracy be required, including detailed quantity takeoffs, project-specific assumptions, and market-validated unit pricing, AtkinsRéalis can engage its professional cost estimation team to prepare a formal construction cost estimate consistent with industry standards and best practices.

[18] LandSearch (https://www.landsearch.com), Realtor.com (https://www.realtor.com), and Zillow (https://www.zillow.com). International Code Council (ICC), https://www.iccsafe.org/products-and-services/i-codes/code-development-process/building-valuation-data/; Nassau County, Florida, *ICC Building Valuation Data—August 2025*, https://www.nassaucountyfl.com/DocumentCenter/View/27251/ICC-Building-Valuation-Data---August-2025; HomeGuide, https://homeguide.com/costs/tennis-court-cost; Well Built Florida, https://wellbuiltflorida.com/tennis-court-construction-cost-2; Angi, https://www.angi.com/nearme/tennis-court-contractors; Estimator Florida, https://estimatorflorida.com, https://estimatorflorida.com/cost-to-build-a-tennis-court/, and https://estimatorflorida.com/how-much-does-it-cost-to-resurface-a-tennis-court/; Builds and Buys, https://buildsandbuys.com/sports-court-cost-guide/; Enduria Structures, https://www.enduriastructures.com/pavilions/pavilion-kits/; Park Tables, https://www.parktables.com; Gordian (RSMeans), https://www.gordian.com.

Assumption[18]	Unit	Estimate
Low end		
Tennis Courts	$/10,000 Sq. Ft.	251,800
Basketball Courts	$/10,000 Sq. Ft.	230,420
High end		
Tennis Courts	$/10,000 Sq. Ft.	664,200
Basketball Courts	$/10,000 Sq. Ft.	599,680
Facilities Replacement Factor	$/Acre	100,000

Based on these assumptions, the total estimated cost to maintain the LOS is $21.4 million in nominal terms, or $16.4 million in present value. Table 13 below details unit costs, the area required to maintain LOS, and the total associated costs in both nominal and present value terms.

Table 13: Estimated cost to maintain Parks and Recreation LOS

Cost to maintain LOS	Unit Cost	Units Required/ Useful Life	Total Costs, in nominal $	Total Costs, in present value $
Incremental Cost to meet LOS	12,791,503	1.61 acres	21,406,485	16,398,226

4 Step 4. Calculate cost per square foot and residential & commercial impact fees

Based on the previous methodological steps, the formula to calculate Bay Harbor Islands' police, transportation, and parks and recreation impact fees is as follows:

$$\frac{\frac{Future\ Capital\ Cost\ to\ maintain\ LOS}{(1+r)^n}}{Planned\ Commercial\ and\ Residential\ Sq.Ft.} \times Development\ Unit\ Sq.Ft.$$

Where:

Future Capital Cost to Maintain LOS: Represents the estimated expenses needed for capital improvements to uphold the adopted Level of Service (LOS) as the community grows and new developments appear.

r (Discount Rate): The decimal rate used to calculate present value from future costs. It accounts for the time value of money, projected inflation, and the opportunity cost of capital.

n (Time Horizon in Years): Indicates the number of years between now and when the future expense will occur. This determines how much future costs are discounted to present value.

$(1 + r)^n$ (Present Value Discount Factor): This factor is used to convert future costs into present-value dollars by dividing the future cost by it, making costs occurring at different times comparable.

Planned Commercial and Residential Sq. Ft.: The total projected square footage of new commercial and residential development over the planning horizon, used to allocate growth-related capital costs solely to new development.

Development Unit Sq. Ft.: The specific total square footage of the development project being assessed. Multiplying the per-square-foot cost rate by this value determines the capital cost responsibility assigned to that project.

This formula allocates capital costs per square foot to a development project by discounting future infrastructure expenses to present value. It divides these costs among planned commercial and residential space to determine each project's share, which is then multiplied by the unit's size for its total cost responsibility. The application of this formula for each service is presented below.

Police capital cost per unit of demand and impact fee

The formula to calculate Bay Harbor Islands police impact fee is:

$$\sum\left(\frac{\frac{Future\ Capital\ Cost\ to\ maintain\ Calls\ for\ service\ per\ person}{(1+r)^n}}{Planned\ Commercial\ and\ Residential\ Sq.Ft.}\right)+\left(\frac{\frac{Future\ Cost\ of\ Fixed\ Assets}{(1+r)^n}}{Planned\ and\ Existing\ Commercial\ and\ Residential\ Sq.Ft.}\right)\times Development\ Unit\ Sq.Ft.$$

The left portion of the formula accounts for the allocation of new officers required to maintain the LOS, whereas the right portion represents a pro rata share of costs associated with police complex development. Based on current data and assumptions, the specific variables for the 2026 impact fee are:

$$\text{Bay Harbor Islands 2026 Police Impact Fee} = \sum\left(\frac{\frac{\$6{,}612{,}440}{(1.46\%)^{50}}}{1{,}526{,}298\ Sq.Ft.}\right)+\left(\frac{\frac{\$22{,}395{,}918}{(1.46\%)^{50}}}{6{,}969{,}058 Sq.Ft.}\right)\times Development\ Unit\ Sq.Ft.$$

Where, $\frac{\$6{,}612{,}440}{(1.46\%)^{50}}$ is the Future Capital Cost to Maintain Calls for Service per Person in present value and $\frac{\$22{,}395{,}918}{(1.46\%)^{50}}$ is the pro rata share of the police complex costs allocated to new developments, as per Section 0. These variables are divided by $1{,}526{,}298\ Sq.Ft$ which is the Planned Commercial and Residential Sq. Ft and $6{,}969{,}058\ Sq.Ft.$ the Planned and Existing Commercial and Residential Sq. Ft., per Section 0. The result is:

$$\text{Bay Harbor Islands 2026 Police Impact Fee} = \$2.69 \times Development\ Unit\ Sq.Ft.$$

Transportation capital cost per unit of demand and impact fee

The formula to calculate Bay Harbor Islands transportation impact fee is:

$$\frac{\frac{Future\ Capital\ Cost\ to\ maintain\ Trips\ per\ unit\ of\ bridge\ surface\ area}{(1+r)^n}}{Planned\ Commercial\ and\ Residential\ Sq.Ft.}\times Development\ Unit\ Sq.Ft.$$

Based on current data and assumptions, the specific variables for the 2026 impact fee are:

$$\text{Bay Harbor Islands 2026 Transportation Impact Fee} = \frac{\frac{\$\,8{,}112{,}055}{(1.46\%)^{50}}}{1{,}526{,}298\ Sq.Ft.} \times Development\ Unit\ Sq.Ft.$$

Where, $\frac{\$\,8{,}112{,}055}{(1.46\%)^{50}}$ is the Future Capital Cost to Maintain Trips per unit of bridge surface area in present value, as per Section0. This variable is divided by $1{,}526{,}298\ Sq.Ft$ which is the Planned Commercial and Residential Sq. Ft. per Section 0. The result is:

$$\text{Bay Harbor Islands 2026 Transportation Impact Fee} = \$3.99 \times Development\ Unit\ Sq.Ft$$

Parks and Recreation capital cost per unit of demand and impact fee

The formula to calculate Bay Harbor Islands police impact fee is:

$$\frac{\frac{Future\ Capital\ Cost\ to\ maintain\ Acres\ of\ parks\ and\ recreation\ space\ per\ 1{,}000\ people}{(1+r)^n}}{Planned\ Commercial\ and\ Residential\ Sq.Ft.} \times Development\ Unit\ Sq.Ft.$$

Based on current data and assumptions, the specific variables for the 2026 impact fee are:

$$\text{Bay Harbor Islands 2026 Police Impact Fee} = \frac{\frac{\$\,21{,}406{,}485}{(1.46\%)^{50}}}{1{,}526{,}298\ Sq.Ft.} \times Development\ Unit\ Sq.Ft.$$

Where, $\frac{\$\,21{,}406{,}485}{(1.46\%)^{50}}$ is the Future Capital Cost to Maintain Acres of parks and recreation space per 1,000 people in present value, as per Section 0. This variable is divided by $1{,}526{,}298\ Sq.Ft$ which is the Planned Commercial and Residential Sq. Ft., per Section 0. The result is:

$$\text{Bay Harbor Islands 2026 Parks and Recreation Impact Fee} = \$10.74 \times Development\ Unit\ Sq.Ft.$$

According to Florida law, the Parks and Recreation Impact Fee cannot be increased by more than 50 percent above its current rate, regardless of when it was last updated. Currently, the fee is $1,715.64 for each new dwelling unit and must be paid when a building permit is issued. This means the fee can't be higher than $2,573.46 per new home. This rule applies only to residential impact fees.

5 Step 5. Implement with transparency and governance controls

Successful impact fee programs extend beyond technical calculation and require clear administrative structure and governance to ensure consistent and defensible application over time. Following adoption, impact fees should be embedded within the Town's regulatory and financial systems in a manner that supports accountability, legal defensibility, and ease of administration, with clear linkage to their associated supporting studies that document the relationship between new development, service demand, and required capital improvements.

Adoption instruments should clearly define how and when fees are assessed, the development types to which they apply, and the capital purposes for which revenues may be used. Establishing separate, service-specific accounts for impact fee revenues allows the Town to clearly track collections and expenditures and demonstrate that funds are being

reinvested in facilities necessary to serve new development. This practice supports statutory compliance, simplifies financial reporting, and reinforces public confidence in the program.

Effective implementation also depends on administrative tools and procedures that allow Town staff to apply the fees consistently and respond efficiently to questions from developers, consultants, and the public. Standardized calculation tools, documented assumptions, and clear internal protocols for addressing project-specific circumstances, such as credits, exemptions, or phased development, help reduce ambiguity and limit the potential for disputes as development activity increases.

Equally important is the early establishment of data capture and management systems. Systematically tracking development characteristics, square footage, dwelling units, fee revenues, and funded capital improvements provides a defensible record of program performance and creates the foundation for future updates. Formalizing these practices at implementation positions the Town to manage the impact fee program efficiently while preserving its technical and legal integrity over the long term.

6 Step 6. Update periodically

Over time, changes in development patterns, construction costs, service demands, and capital priorities can affect the relationship between growth and infrastructure needs. To ensure that impact fees remain equitable and proportionate, the Town should periodically evaluate the underlying assumptions, levels of service, and cost inputs used to calculate the fees.

Regular review cycles allow the Town to incorporate updated growth forecasts, refined capital cost estimates, and improved data availability, helping maintain alignment between new development and the infrastructure required to serve it. Coordinating these reviews with the Capital Improvement Program (CIP) and budget process supports integrated decision-making and reduces the administrative burden associated with standalone updates. At a minimum, updates should be considered every two years or following major plan amendments, annexations, or other material changes affecting growth or service provision.

A durable impact fee program is best supported by a repeatable and well-documented update framework, including standardized data inputs, clearly defined methodologies, and established procedures for recalibration. Maintaining these systems over time allows future updates to be completed efficiently and consistently, without requiring a full methodological redesign.

By pairing routine technical updates with strong governance and data management practices, the Town can ensure that its impact fee program continues to function as a transparent, defensible, and predictable tool for managing growth and funding public infrastructure.

ITEM 10

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:	Tania Cruz-Gimenez, Esq, Town Attorney
FROM:	Adrian Hernandez, Parks and Recreation Director Lorrainia Belle, Town Planner
DATE:	June 11, 2026
SUBJECT:	Town of Bay Harbor Islands – Resolution setting the fees for the Park Impact Fee

RECOMMENDATION

Town Council discretion to approve the attached Resolution, which sets the fees for the "Bay Harbor Islands Local Park Impact Fee Ordinance."

BACKGROUND

On February 11, 2026, the Town Council unanimously approved the ordinance on first reading. On March 12, 2026, the Town Council unanimously approved the ordinance on second reading. 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 update the existing Park Impact Fee in accordance with the Florida Impact Fee Act (Fla. Stat. § 163.31801). The proposed ordinance amends the Code to update 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 dedicated Park Impact Fees established by Ordinance No. 784, effective November 14, 2005.

ANALYSIS

The attached resolution sets the Park Impact Fee rates. 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:
    - A Short Title and clear Applicability to new residential development (non-residential and commercial are exempt).
    - Comprehensive Legislative Findings and Purpose.
    - Key definitions, collection procedures, use of funds, credit provisions, exemptions, and appeals processes.
    - **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 of this resolution to set the fees will complete the public hearing process for this important initiative.

FINANCIAL ANALYSIS

Town staff and consultants estimated the cost of providing supporting capital infrastructure supporting Parks and Recreation services to new residents and businesses resulting from planned developments while maintaining the current level of service to existing residents and businesses in the town. This analysis was conducted under the requirements and limitations set forth in the Florida Impact Fee Act (Florida Statutes § 163.31801).

The resulting fees are shown in **Table 1** below. Please see the attached technical memorandum for a detailed discussion of the methodology, supporting data, and calculations underlying the fees presented in Table 1. Note that the Florida Impact Fee Act limits the increase in an impact fee from its previous level. As the Town previously applied a flat fee for all residential unit types, the proposed Parks and Recreation fees are also equalized for all residential unit types. This is

not the case for the proposed Police and Transportation impact fees, where the proposed fees are proportional to the median square footage of each residential unit type.

Parks and Recreation			
Residential	**Fee**		
Single Family	**$**	**2,573**	**per unit**
Multi-family - 10 units or more	**$**	**2,573**	**per unit**
Condominiums	**$**	**2,573**	**per unit**
Cooperatives	**$**	**2,573**	**per unit**
Multi-family - fewer than 10 units	**$**	**2,573**	**per unit**
Commercial	**$**	**10.74**	**per square foot**

Table 1: Proposed Parks and Recreation Impact Fees

GL Line-Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

Ordinance
Impact Fee technical memorandum

ORDINANCE NO. 1138

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 this 12th day of March, 2026.

Motion By: Vice Mayor Bruder
Second By: Council Member Rappaport

FINAL VOTE ON ADOPTION:

Mayor Isaac Salver	Yes
Vice Mayor Stephanie Bruder	Yes
Council Member Teri D'Amico	Yes
Council Member Molly Diallo	Yes
Council Member Joshua Fuller	Yes
Council Member Eric Rappaport	Yes
Council Member Robert Yaffe	Yes

ISAAC SALVER
MAYOR

ATTEST:

EVELYN HERBELLO, MMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

MCCARTER ENGLISH, LLP
INTERIM TOWN ATTORNEYS
BY: TANIA CRUZ-GIMENEZ, 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.

AtkinsRéalis

BAY HARBOR ISLANDS

Impact Fee Program

Police, Transportation, and
Parks & Recreation

May 14, 2026

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EXECUTIVE SUMMARY

Bay Harbor Islands Impact Fee Program
Police, Transportation, and Parks & Recreation

The Town of Bay Harbor Islands is experiencing a period of accelerated redevelopment driven primarily by new residential construction and evolving mixed-use and commercial activity. While the Town is largely built out, recent zoning changes and redevelopment of aging mid-century buildings are resulting in higher-density projects that will materially increase population, vehicular trips, and demand on public facilities. Based on planned developments currently in the pipeline, the Town is projected to add approximately 424 dwelling units, nearly 1,500 residents, and more than 1.5 million square feet of new development over the next several years.

To ensure that new development contributes its proportionate share toward the capital facilities required to serve this growth and to avoid placing the financial burden on existing residents, the Town has prepared this Impact Fee Study for Police, Transportation, and Parks and Recreation services. The study establishes legally supportable impact fee schedules grounded in demonstrated growth, adopted levels of service, and identified capital improvement needs.

Preferred Growth and Policy Intent

The Impact Fee Program is designed to support planned redevelopment while preserving the Town's established level of service and overall quality of life. The fees do not restrict growth or favor particular projects; rather, they allocate the cost of growth-related capital infrastructure to the development that creates the demand. The program reinforces the Town's long-standing planning approach of accommodating reinvestment and modernization within a constrained geographic footprint while maintaining public safety, mobility, and recreational assets consistent with community expectations.

Legal Basis

The Impact Fee Program is authorized under the Town's home rule powers and is governed by Chapter 163, Florida Statutes, including the Florida Impact Fee Act (Section 163.31801, F.S.) and applicable case law. Impact fees are regulatory fees, not taxes, and must comply with the *dual rational nexus test*, which requires:

1. A reasonable connection between new development and the need for additional capital facilities (growth nexus), and
2. A reasonable connection between the amount of the fee and the benefit accruing to new development (proportionality nexus).

As documented in the accompanying Legal Memorandum, the proposed impact fees are limited to eligible capital infrastructure, exclude operating and maintenance costs, and rely on the most recent localized data. The fees are supported by separate accounting, credit

provisions where applicable, and collection at building permit issuance, consistent with statutory requirements.

Methodology Overview

The impact fees were calculated using a transparent, data-driven methodology that:

- Identifies planned development and resulting growth in population, households, square footage, and trips;
- Establishes a single Level of Service (LOS) for each service area (police, transportation, parks and recreation);
- Identifies capital improvements necessary to maintain the adopted LOS as growth occurs;
- Calculates capital costs in present value terms over the useful life of development; and
- Allocates those costs proportionately across new residential and commercial development based on square footage and unit characteristics.

The methodology intentionally excludes organic growth assumptions and relies on confirmed development activity to ensure conservative, defensible fee calculations.

Capital Facilities and Limitations

The Impact Fee Program funds capacity-creating or capacity-expanding capital improvements only, including police facilities and vehicles. It does not fund existing deficiencies unrelated to growth, recurring operational expenses, or maintenance costs. For Parks and Recreation, the fee is further constrained by statutory limits on allowable increases, which cap the residential fee at no more than 50 percent above the current adopted rate.

Impact Fee Schedules

Based on the adopted methodology and capital cost analysis, this document presents impact fee schedules for:

- Police Services
- Transportation
- Parks and Recreation

The schedules differentiate by residential unit size and apply commercial fees on a per-square-foot basis, ensuring proportionality across development types. Detailed schedules are provided in the main body of the document (Tables 1-3), with supporting technical documentation included as appendices.

Conclusion

This Impact Fee Study establishes a comprehensive, legally defensible framework to align future development with the capital infrastructure required to serve it. By adopting the proposed impact fee schedules, the Town will create a dedicated, equitable funding source

for growth-related public facilities while safeguarding existing taxpayers from subsidizing new development. The accompanying appendices provide the detailed legal analysis, methodology, and cost basis supporting the program and are incorporated herein by reference.

IMPACT FEE SCHEDULES

Bay Harbor Islands Police Services (Table 1)

Residential	Size	Indicative Sq. Ft. Range	Indicative Median Sq. Ft.	Fee
Single Family	Large	3017-5512	4,438	$11,943 per unit
Multi-family–10 units or more	Small	0-1137	1,093	$2,942 per unit
Condominiums	Large	3017-5512	4,438	$11,943 per unit
Cooperatives	Medium	1809-2979	2,290	$6,163 per unit
Multi-family–fewer than 10 units	Small	0-1137	1,093	$2,942 per unit
Commercial				$2.69 per Sq. Ft.

Bay Harbor Islands Transportation (Table 2)

Residential	Size	Indicative Sq. Ft. Range	Indicative Median Sq. Ft.	Fee
Single Family	Large	3017-5512	4,438	$17,723 per unit
Multi-family–10 units or more	Small	0-1137	1,093	$4,365 per unit
Condominiums	Large	3017-5512	4,438	$17,723 per unit
Cooperatives	Medium	1809-2979	2,290	$9,145 per unit
Multi-family–fewer than 10 units	Small	0-1137	1,093	$4,365 per unit
Commercial				$3.99 per Sq. Ft.

Bay Harbor Islands Parks and Recreation (Table 3)

Residential	Size	Indicative Sq. Ft. Range	Indicative Median Sq. Ft.	Fee
Single Family	Large	3017-5512	4,438	$2,573 per unit
Multi-family–10 units or more	Small	0-1137	1,093	$2,573 per unit
Condominiums	Large	3017-5512	4,438	$2,573 per unit
Cooperatives	Medium	1809-2979	2,290	$2,573 per unit
Multi-family–fewer than 10 units	Small	0-1137	1,093	$2,573 per unit
Commercial				$10.74 per Sq. Ft.

APPENDICES

APPENDIX A:
LEGAL AND POLICY FRAMEWORK MEMO

Historical Basis and Legal Foundations of Impact Fees in Florida

Land-use authority in the United States resides with states and localities. Impact fees in Florida arose from the broad home-rule authority granted to counties and municipalities under the Florida Constitution. Article VIII of the Constitution authorizes local governments to exercise all powers of local self-government not expressly pre-empted by the state. This authority includes the power to regulate land use, manage growth, and fund public facilities necessary to provide services within local jurisdictions.[1]

Beginning in the 1960s, Florida experienced sustained population growth driven by migration, tourism, and real estate development. Rapid suburban expansion placed intense pressure on roads, schools, water and sewer systems, fire protection, parks, and other capital facilities.[2] Local governments faced growing service demands, while traditional funding mechanisms, such as ad valorem taxes and general obligation bonds, were politically difficult and fiscally insufficient to keep pace with growth.

As a result, Florida counties and municipalities gradually began searching for growth-based financing tools that would shift infrastructure costs away from existing residents and onto new development.[3] Development-related charges began funding new infrastructure capacity required by population growth. These charges would later become known as impact fees. These fees were based on the principle that new developments generate demand for additional public facilities and should therefore bear their proportionate share of the cost.[4]

As Florida statutes were silent on the matter of local development fees in the first decades of the state's population boom, the evolution of impact fees in Florida occurred largely through judicial decisions. Courts played a central role in defining the boundaries of local discretion, repeatedly emphasizing that impact fees must be tied to actual growth-related impacts and not used to solve existing infrastructure deficiencies unrelated to new development. This

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[1] The James Madison Institute & DeVoe L. Moore Center, 'Assessing Florida Local Government Impact Fees: 2024–2025' (Apr. 2025).

[2] Florida Housing Finance Corporation, 'Overview of Impact Fees and Affordable Housing' (October 2017), esp. sections on constitutional/statutory authority and the Florida Impact Fee Act, https://www.floridahousing.org/docs/default-source/aboutflorida/august2017/october2017/TAB_3.pdf.

[3] Florida Housing Finance Corporation, 'Overview of Impact Fees and Affordable Housing' (October 2017), esp. sections on constitutional/statutory authority and the Florida Impact Fee Act, https://www.floridahousing.org/docs/default-source/aboutflorida/august2017/october2017/TAB_3.pdf.

[4] The James Madison Institute & DeVoe L. Moore Center, 'Assessing Florida Local Government Impact Fees: 2024–2025' (Apr. 2025).

judicial development culminated in the articulation of the Dual Rational Nexus Test, which required local governments to demonstrate:

- A rational connection between new development and the need for additional capital facilities, and
- A rational connection between impact fee expenditures and the benefits accruing to that development

This doctrine, articulated in Hollywood, Inc. v. Broward County (1983) and affirmed in later cases such as St. Johns County v. NE Florida Builders Association (1991) and Volusia County v. Aberdeen (2000), anchors the constitutional limits on impact fees and distinguishes them from impermissible taxes.[5]

The Florida Growth Management Act of 1985: Institutionalizing Impact Fees for Infrastructure

The Florida Growth Management Act of 1985 (GMA) laid the groundwork for the expansion and institutionalization of impact fees as a primary mechanism to fund infrastructure necessitated by new development.[6] The GMA represented a significant advancement in statewide land-use regulation by mandating that all local governments develop comprehensive plans within a coordinated state, regional, and local framework.[7][8]

The plans required future land-use maps, capital-improvement programs, and coordinated infrastructure strategies aligned with state and regional priorities. A key provision of the Act was the concurrency requirement: public facilities and services, including transportation, water, sewer, schools, parks, and public safety, were mandated to be available at the same time as the impacts of development occurred.[9] The GMA raised local planning and capital demands, causing smaller municipalities to face higher per-capita costs. Impact fees helped meet concurrency requirements without passing expenses to current residents. [10]

By the 1990s and early 2000s, impact fees had become a standard component of local growth management strategies across Florida. Counties and municipalities increasingly relied on them to fund transportation improvements, schools, public safety facilities, parks,

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[5] Florida House (2015) historical §163.31801; Justia (2020) §163.31801—demonstrating evolution of statutory language.

[6] Julian Conrad Juergensmeyer, 'Infrastructure and the Law: Florida's Past, Present and Future,' discussing Florida's long history of shifting infrastructure costs to development (Georgia State University/impactfees.com, n.d.).

[7] Roy R. Carriker, 'Florida's Growth Management Act: An Introduction and Overview,' EDIS FE643 (University of Florida IFAS, July 2006).

[8] Carriker, EDIS FE643 (1972–1984 Florida statutes as precursors); Florida Department of Community Affairs, '20 Years of Growth Management in Florida' presentation (2004).

[9] Florida Senate, Bill Analysis and Fiscal Impact Statement for SB 1512 (2011), summarizing concurrency under the 1985 Act.

[10] K. T. Liou and Todd J. Dicker, 'The Effect of the Growth Management Act on Local Comprehensive Planning Expenditures: The South Florida Experience,' Public Administration Quarterly, via JSTOR.

and utilities. This normalization reflected both continued population growth and the political attractiveness of impact fees as an alternative to broad-based tax increases. Importantly, this expansion was incremental rather than sudden. Fee schedules grew more sophisticated over time as local governments adopted impact fee studies, level-of-service standards, and capital improvement plans to justify charges and reduce legal risk. [11]

The increasing reliance on impact fees and the uneven quality of early local programs, eventually prompted legislative action. In 2006, the Florida Legislature adopted the Florida Impact Fee Act (Section 163.31801, Florida Statutes), formally codifying many of the constitutional principles previously established by case law. The statute explicitly recognized impact fees as an outgrowth of home-rule power, while imposing minimum procedural and substantive safeguards.[12]

The Florida Impact Fee Act: A Statewide Framework

The Florida Impact Fee Act established statewide rules for how local governments adopt, calculate, collect, and administer impact fees.[13] Impact fees are considered to be regulatory fees rather than general taxes. They must be proportionate, tied to growth-related capital needs, and cannot fund operations or unrelated purposes.[14] The Legislature's intent is to preserve local discretion while ensuring minimum procedural and substantive safeguards given the scale and fiscal importance of these fees.[15]

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[11] The James Madison Institute & DeVoe L. Moore Center, 'Assessing Florida Local Government Impact Fees: 2024–2025' (Apr. 2025).

[12] Florida Impact Fee Act, §163.31801, Fla. Stat. (Online Sunshine; Florida Senate 2025).

[13] Florida Senate, 'Chapter 163 Section 31801—Impact fees; short title; intent; minimum requirements; audits; challenges,' 2025 Florida Statutes (Title XI, Ch. 163), accessed January 22, 2026.

Online Sunshine (Florida Legislature), '§163.31801—Impact fees; short title; intent; minimum requirements; audits; challenges,' accessed January 22, 2026.

Florida Housing Finance Corporation, 'Overview of Impact Fees and Affordable Housing' (October 2017).

Florida House of Representatives, '2015 Statutes 0163.31801' (historical text); and Justia Law, 'Florida Statutes § 163.31801 (2020).'

[14] Robert C. Volpe, 'Impact Fees: The Constitutional Dimension—The Evolving Law on Impact Fees,' presentation to the Florida Association of County Attorneys, Midyear CLE Seminar (November 18, 2021).

[15] Florida Senate, 'Chapter 163 Section 31801—Impact fees; short title; intent; minimum requirements; audits; challenges,' 2025 Florida Statutes (Title XI, Ch. 163), accessed January 22, 2026.

Online Sunshine (Florida Legislature), '§163.31801—Impact fees; short title; intent; minimum requirements; audits; challenges,' accessed January 22, 2026.

Florida Housing Finance Corporation, 'Overview of Impact Fees and Affordable Housing' (October 2017).

Florida House of Representatives, '2015 Statutes 0163.31801' (historical text); and Justia Law, 'Florida Statutes § 163.31801 (2020).'

Definition of 'Infrastructure' and Allowable Uses

The Act limits the use of impact fees to 'infrastructure' and the costs directly associated with developing it, such as:

- the construction, reconstruction, or improvement of public facilities with a useful life of at least five years;
- land acquisition and land improvements related to the facility;
- design, engineering, and permitting costs; and
- other construction-related expenses required to bring the facility into operation.

Impact fees may not be used for repairs, maintenance, or any other recurring or operational costs.

Under the Act, 'infrastructure' is defined as a *fixed capital outlay* that meets all of the following criteria:

- **Capital in nature:** it creates or expands a physical asset, rather than funding ongoing services or programs.
- **Long useful life:** the asset typically has a life expectancy of five years or more.
- **Non-recurring cost:** it represents a one-time or infrequent expenditure, not an ongoing or repetitive cost.
- **Capacity-creating or capacity-expanding:** it adds new public facility capacity or significantly increases existing capacity. Impact fees cannot be used to provide a higher level of service than that provided to existing development, or to remedy existing deficiencies that are unrelated to new growth.

Definition of Public Facilities

The Act cross-references §163.3164 and further clarifies eligible facilities. In practice, Florida allows impact fees for the following categories of public facilities, when justified by growth. Tables 4-6 below summarize eligible and ineligible categories of public facilities relevant to transportation, police service, and parks and recreation.[16]

[16] Florida Community Planning Act, §163.3164, Fla. Stat.

Transportation (Table 4)	
Eligible	**Ineligible**
▪ Roads and bridges ▪ Intersections and interchange improvements ▪ Traffic signals and turn lanes ▪ Transit facilities (bus terminals, park-and-ride) ▪ Mobility infrastructure replacing traditional road impact fees (where adopted)	▪ Must add capacity, not just resurface or maintain ▪ Cannot fund routine maintenance or operations

Parks and Recreation (Table 5)	
Eligible	**Ineligible**
▪ Recreation centers ▪ Athletic fields ▪ Greenways and trails ▪ Land acquisition for parks	▪ Programming ▪ Event staffing ▪ Routine maintenance

Police Service (Table 6)	
Eligible	**Ineligible**
▪ Police stations and substations ▪ Sheriff's office facilities ▪ Evidence facilities ▪ Police vehicles (when growth-related) ▪ Equipment to outfit vehicles (radios, cages, etc.)	▪ Salaries ▪ Fuel ▪ Routine fleet replacement

Florida's Dual Rational Nexus Test for Impact Fees

Under Florida law, the legitimacy of impact fees is determined by the dual rational nexus test, which consists of two distinct and independent components: the Growth (Need) Nexus and the Benefit (Proportionality) Nexus.

Growth (Need) Nexus

The first component requires that new development directly creates the need for additional public facilities. In other words, there must be a clear causal link between the growth generated by development and the necessity for new infrastructure or services. This test asks: Would this facility be needed but for the new development? Importantly, impact fees

cannot be used to address existing deficiencies or to remedy historic under-investment in public infrastructure.

Demonstration of the growth nexus typically relies on the most recent, localized data, which may include:

- Population projections
- Level-of-service standards
- Call-for-service ratios (for police facilities)
- Trip generation or capacity models (for transportation infrastructure)
- Demand curves tied to new units or square footage

For example, if new residential developments lead to an increase in police call-outs, necessitating additional patrol vehicles for service in new zones, this would establish a growth nexus. Conversely, replacing outdated vehicles purely due to age, without a connection to growth, would fail this test. Impact fee-setting methodologies often fall short when they rely solely on general growth trends, rather than quantifying how much growth is occurring and specifically how it drives demand for new facilities. Courts require precise data: general statements like "growth increases demand for services" are insufficient. Instead, the Town must demonstrate that a particular amount of growth necessitates a particular increase in capacity.

Benefit (Proportionality) Nexus

The second component ensures that the development paying the impact fee receives a benefit that is proportionate to its share of the demand and the capacity provided. This test is designed to ensure fairness and to prevent impact fees from being used as a general revenue tool. The benefit must be measured by:

- Reasonable geographic proximity to the facility, or
- Functional service to the development, or
- A systemwide benefit that is directly tied to the development's usage

For instance, it is acceptable to use road impact fees from new housing to fund regional road improvements that will serve those developments. However, using such fees to fund facilities serving unrelated areas would not pass the benefit test. Courts closely examine whether fees are proportionate to demand and are critical of flat fees not linked to actual usage, over-collection, or funding excess capacity beyond what is needed for growth.

Three Eligibility Filters

Each investment funded by impact fees must pass through three eligibility filters:

1. Capital Test: The expenditure must qualify as a fixed capital outlay. If an investment is not capital in nature, the nexus analysis does not proceed, as impact fees must remain regulatory fees, not taxes. Courts do not consider whether operational costs benefit growth; they simply disallow such uses.

2. Growth Nexus Test: As described above, this establishes that growth is the direct cause of the need for additional facilities.
3. Benefit Nexus Test: As described above, this ensures that the charge is fair and proportionate to the benefit received by the development.

Failure to meet any one of these filters renders the expenditure legally vulnerable to challenge.

Procedural Requirements and Legal Standards

Each element of the dual rational nexus test is independent and mandatory. Florida does not permit a strong showing on one element, such as substantial benefit, to compensate for a weak showing on another, such as growth nexus. Courts also do not accept policy justifications or "close enough" reasoning in place of hard data. A demonstrated-need study must be completed within the 12 months preceding the adoption or increase of an impact fee, and, in cases where phase-in limitations are exceeded, must explicitly demonstrate the extraordinary circumstances justifying such action.

These judicial requirements, first established in Hollywood, Inc. v. Broward County and later affirmed in St. Johns County and Volusia v. Aberdeen, are codified in and enforced through Section 163.31801 of the Florida Statutes. In any legal action challenging an impact fee, the burden of proof rests with the government, which must demonstrate compliance by a preponderance of the evidence. Courts are not permitted to apply a deferential standard to government justifications, ensuring that each expenditure strictly adheres to the statutory nexus and proportionality requirements.

Recent Reforms

Recent reforms to the Florida Impact Fee Act have fundamentally shifted the state's approach to impact fees, moving from a primarily court-driven system to a detailed and highly regulated statutory framework. These legislative changes have brought about increased transparency and predictability, imposed a higher evidentiary burden on local governments, and constrained fiscal flexibility, emphasizing greater affordability and uniformity. Consequently, Florida now maintains one of the strictest and most frequently litigated impact fee regimes in the United States.

Between 2009 and 2011, the Legislature amended §163.31801 to clarify and reinforce procedural requirements for impact fees. Notable reforms included a mandatory 90-day notice period prior to adopting or increasing an impact fee, the explicit requirement for separate accounting of impact fee revenues, limits on administrative charges to actual incurred costs, and the submission of audit affidavits to verify statutory compliance. More recent amendments introduced caps on fee increases, prohibiting any rise above 50%, and mandated phased implementation of larger increases over several years. Additionally, local governments must now provide stricter demonstrations of need for substantial adjustments, balancing affordability concerns with the statute's core nexus and transparency principles. Collectively, these reforms have led to more standardized methodologies and limited large,

sudden fee increases, all while safeguarding essential nexus and proportionality requirements.

In 2021, further major reforms were enacted, sharply restricting the frequency and magnitude of impact fee increases. Local governments are now permitted to raise fees only once every four years: increases of up to 25% must be phased in over two years, those between 25% and 50% over four years, and increases above 50% are prohibited unless justified by extraordinary circumstances. Such exceptions require rigorous analysis and must be based on significant construction cost inflation, unanticipated population growth, or urgent public safety or utility needs. These measures reflect a legislative emphasis on housing affordability and tighter constraints on development costs.

Since 2021, the Legislature has only permitted impact fee increases above the standard limits where extraordinary circumstances are clearly substantiated through comprehensive analysis, examples include pronounced construction cost increases, rapid population growth beyond forecasts, or pressing needs for additional public safety or utility infrastructure.

Looking ahead, the 2025 legislative proposal CS/HB 665 (though it did not progress past committee) sought to introduce even stricter requirements. It would have mandated demonstrated-need studies based on plan-based methodologies before any fee increase and set further limits on the conditions under which development permits could be processed.

Bay Harbor Islands Impact Fees

Overview and Legal Framework

Like many built-out coastal municipalities in Florida, Bay Harbor Islands relies on development impact fees to ensure that new residential growth pays its fair share of the costs for capital facilities, rather than passing those expenses on to existing residents. Of the three sectors analyzed, Bay Harbor Islands has only implemented impact fees for parks and recreation.

Parks & Recreation Impact Fee

Historical Context and Demographic Change

Bay Harbor Islands was originally developed in the 1940s as a predominately retirement and short-term visitor community, with residents primarily seeking passive recreation, waterfront access, and leisure activities. As a result, the initial planning did not place emphasis on active recreational facilities such as sports fields. Over time, however, the town has experienced significant demographic shifts. The average age of residents declined from 60.7 years in 1970 to 41.7 years by 2000, and currently, around 18% of the population is under 18, with only 23% aged over 65. These changes mirror broader trends seen across Southeast Florida, leading to increased demand for parks, open spaces, and a wider array of recreational amenities.

Establishment of the Parks and Recreation Impact Fee

To address evolving community needs, the Town implemented a Parks and Recreation Impact Fee in 1989. This fee was grounded in facility-based Level of Service (LOS) standards, which were detailed in the Comprehensive Plan and reaffirmed through Ordinance No. 784. The LOS standards specify requirements such as one tennis court per 4,000 residents aged 12–60, one lighted baseball field per 6,000 residents aged 10–40, and one tot lot per 500 children aged 3–12. This approach prioritizes the provision of specific facilities rather than a set acreage per capita, which is particularly suited to the built-out and land-constrained character of the town.

The Town's Local Park Impact Fee Ordinance, codified in Chapter 15 (Parks and Recreation), Section 15-6 of the Bay Harbor Islands Code of Ordinances, was enacted by Ordinance No. 784 on 14/11/2005. The ordinance is organized into subsections (§15-6.1 through §15-6.13) and outlines the framework for calculation, collection, and administration of park impact fees. This ensures that costs for new capital facilities are fairly allocated to new residential growth, in line with both the town's demographic realities and statutory requirements for rational nexus and proportionality.

Section §15-6.1 defines the ordinance's intent, scope, and when and to whom the fee applies. Section §15-6.9 further clarifies the imposition of fees on new development. For consistency, Section §15-6.2 adopts the definitions set out in Miami-Dade County's Park Impact Fee Ordinance, unless otherwise specified, ensuring alignment with the county's broader park impact framework.

Fee Calculation Methodology

Section §15-6.10 specifies that the park impact fee is determined based on the facility-based LOS standards set out in the ordinance and supporting resolutions. Rather than fixing the fee in the ordinance, the specific amount is set by Town Council resolution. Following a 2005 staff study, the fee was set at $882.17 per new dwelling unit. At the time, the calculation method tied closely to the Comprehensive Plan's LOS criteria, directly linking population growth to capital improvements, thus fulfilling Florida's rational nexus requirements and minimizing legal risk. The fee was calculated by dividing the estimated total capital cost of park improvements ($4,275,000, including land and development) by the theoretical build-out of 4,846 dwelling units, resulting in the $882.17 fee per unit. The fee has since been updated and is currently $1,715.64 for each new dwelling unit. Payment is due upon issuance of a building permit, as required by both Section §15-6.5 and Florida's Impact Fee Act.

Administration, Accounting, and Use of Funds

The ordinance provides that the park impact fee is "additional to all others" (§15-6.6) and does not substitute for other development charges. Section §15-6.7 allows for an administrative fee to cover program costs. Use of fee revenues is restricted by §15-6.8, which requires that funds be placed in dedicated Town accounts and used solely for capital improvements aligned with LOS needs. This is reflected in the Town's adopted budget, which maintains a Park Impact Fee Fund to track these revenues and related expenditures.

Alternatives to fee payment are also provided: Section §15-6.11 permits land dedications that further parks objectives in accordance with LOS and Comprehensive Plan requirements; Section §15-6.12 allows for park facility construction in lieu of fee payment, subject to Town approval and compliance with ordinance standards. Section §15-6.13 oversees program implementation, coordinating revenues, capital planning, and facility provision to match development pace.

Compliance with Florida Law

The ordinance is designed to comply with the Florida Impact Fee Act and the dual rational nexus test, ensuring a reasonable connection between new development, the need for new capital facilities, and the benefit to those developments. Basing the fee on LOS standards, collecting at the building permit stage, and restricting expenditure to capital improvements ensures alignment with these legal requirements.

APPENDIX B: METHODOLOGY

Impact fees are charges imposed on new development to help pay for infrastructure needed to serve that growth. These fees ensure that those responsible for the increased demand for services contribute to their costs, rather than placing the financial burden on existing residents through elevated taxes. This approach helps maintain equitable tax rates and stabilizes property values. The proposed methodology for Bay Harbor Islands has six steps illustrated in Figure 1 below.

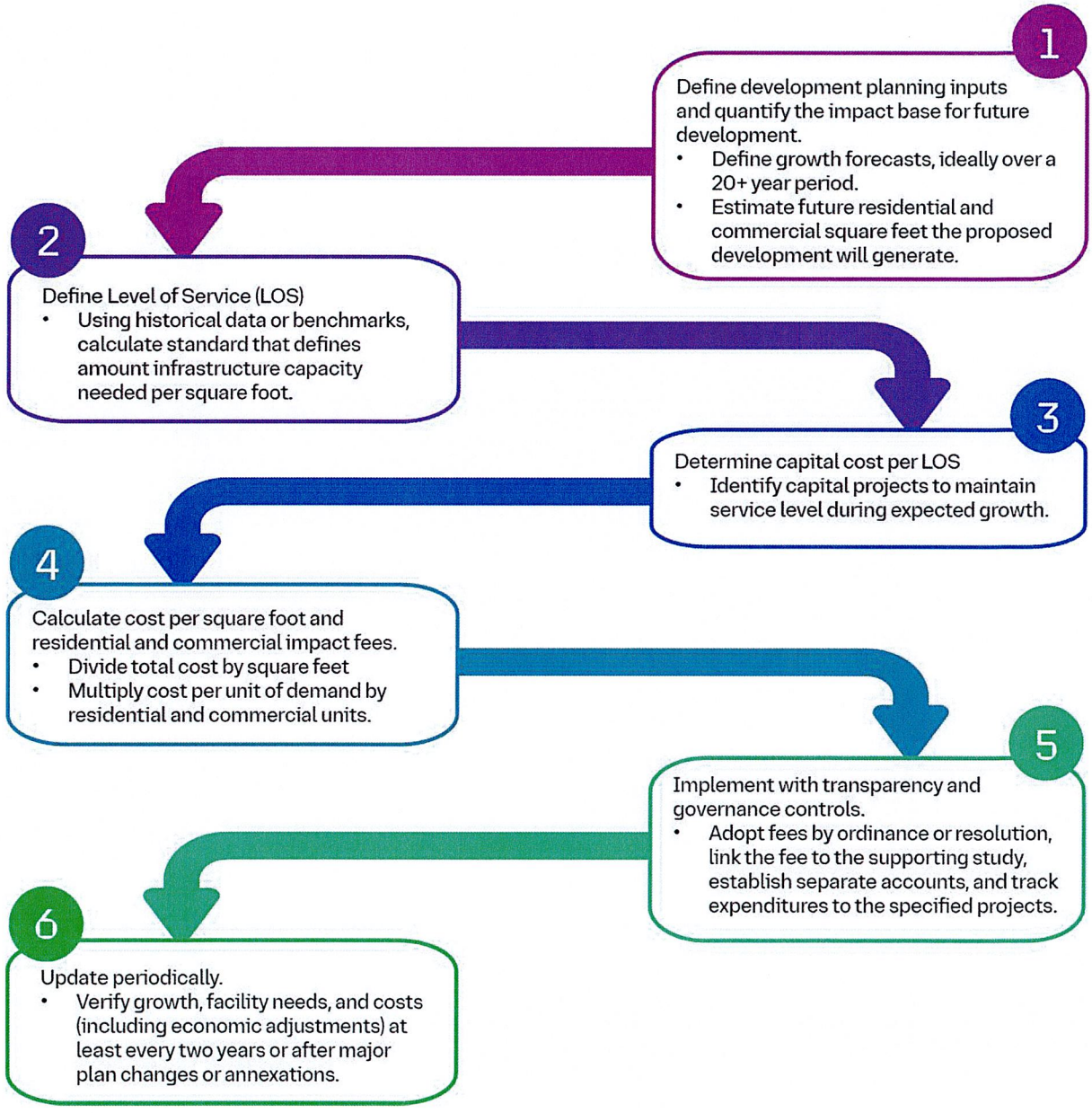

Figure 1: Proposed six-step methodology

The impact fee methodology is structured to ensure that new developments contribute an equitable share toward the costs of public infrastructure required to accommodate growth. The initial phase involves identifying specific development projects that will generate growth-related impacts, quantifying a unit of demand to serve as the impact base, and forecasting changes in this demand over time. For the Town's impact fees, commercial and residential square footage are utilized as units of demand, projected across a 50-year horizon alongside anticipated changes in population and development units.

The second phase entails establishing Levels of Service (LOS) standards for police, transportation, and parks and recreation. LOS standards delineate the necessary infrastructure capacity per unit of demand (for example, residents or dwelling units). These benchmarks are derived from historical service levels, adopted policy objectives, or industry standards, reflecting the community's expectations for quality of service. Defining the LOS ensures that impact fees finance infrastructure sufficient to uphold, but not exceed, existing service levels. In Bay Harbor Islands, one LOS standard is proposed per service category, primarily informed by available longitudinal data.

Subsequently, the third phase calculates the capital cost per LOS to support projected growth. Capital costs are estimated using multiple sources, including analysis of the Town's Capital Improvement Program (CIP) and estimates needed to preserve the current LOS under growth projections. These expenses are modelled over a 50-year period and discounted to present value for fee estimation purposes.

Next, the fourth phase computes the per-square-foot capital cost for each service area. Costs necessary to maintain established LOS are divided by the total square footage anticipated under the growth scenario. CIP project capital costs are apportioned across both new and existing residential and commercial square footage. The resulting figures are multiplied by dwelling unit sizes to determine residential impact fees, while commercial impact fees are calculated on a per-unit basis for application to the square footage of each commercial establishment.

To operationalize these steps, an Excel-based dynamic model ("the model") was developed to estimate impact fees for police, transportation, and parks and recreation services. Subsequent sections detail the results produced by this methodology based on model outputs.

Finally, the methodology emphasizes sound implementation, transparency, and ongoing governance. Impact fees are formally adopted by ordinance or resolution, with explicit reference to the underlying study. To preserve accuracy and equity over time, regular reviews and updates to impact fees are recommended, including revised growth forecasts, facility requirements, and project costs, ideally coordinated with the CIP and budget processes, and conducted at least biennially or following significant plan amendments or annexations.

1 Step 1. Development Planning Inputs

The Capital Improvements Costs Analysis for this Impact Fee Study examined 23 selected developments to estimate their impact. Most are classified as "large" multi-family

projects, with a few labelled as "medium." Only one commercial "mixed-use" project was included. These developments vary in size, from five up to 77 dwelling units, and square footage ranges from 2,290 for medium homes to 5,145 for large ones. Construction timelines are approximate, with most projects expected to finish between 2027 and 2031. Altogether, these developments are anticipated to provide 424 new dwelling units and roughly 1,486 residents, adding over 1.5 million square feet of development to the region.

These projects were entered into a model to forecast growth impacts using historical demographic data. The model includes three scenarios: base case with no development (S1), development growth (S2), and development plus organic growth (S3). Based on physical limitations, historically slow growth rates, and deliberate urban planning, the Town's proposed impact fees rely on S2, which excludes organic population increases. Table 7 below outlines the primary growth assumptions for each scenario.

Table 7: Growth assumptions across three scenarios

Assumption	Units	Scenario 1 – Base Case	Scenario 2 – Development Growth	Scenario 3 – Development & Organic Growth
Baseline Period Start	Year	2020	2020	2020
Baseline Period End	Year	2025	2025	2025
Projection Year Start	Year	2026	2026	2026
Development Useful Life	Number	50	50	50
Projection Year End	Year	2081	2081	2081
Projection Period	Number	55	55	55
Planned Growth Switch		No	Yes	Yes
Population				
Organic	Percent	0.00%	0.00%	0.08%
Planned	Percent	0.00%	0.00%	0.00%
Real Estate				
Residential				
Organic	Percent	0.0%	0.00%	0.59%
Planned	Percent	0.0%	0.00%	0.00%
Commercial				
Organic	Percent	0.0%	0.00%	13.96%
Planned	Percent	0.0%	0.00%	0.00%
Police				
Calls for service per person	Percent	5.6%	5.6%	5.6%
Transportation				
Main Thoroughfare	Percent	0.0%	0.0%	0.0%

Table 7 outlines principal assumptions across three scenarios: Base Case, Development Growth, and Development and Organic Growth. Each scenario incorporates a common baseline period (2020–2025), followed by projections extending through 2081, with a development horizon of 50 years. Planned growth is factored only into Scenarios 2 and 3.

Both population and property figures are distinguished between organic and planned growth, with Scenario 3 reflecting modest organic increases and a substantial expansion in commercial real estate, consistent with historical growth rates. Demand for police services increases by 5.7 percent during development across all scenarios, and transportation on the main thoroughfare does not change. The table facilitates a clear comparison of projected changes in population, real estate, police service, and transportation under varying growth frameworks.

According to these assumptions, the population is projected to grow from 5,815 in 2025 to 7,301 by 2032, representing an approximate increase of 25 percent. Additional residents are estimated using a historical average household density of 3.5 persons per household. The accompanying graph (Figure 2) presents trends in population and household counts through 2050.

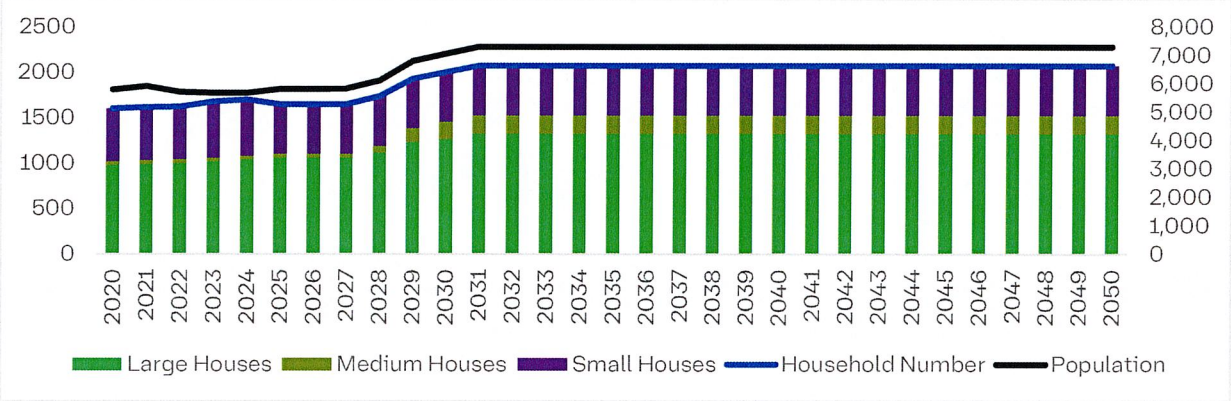

Figure 2: Projected population and household growth

The graph above (Figure 2) indicates a marked increase in population during 2028 and 2029, with growth figures exceeding 300 and subsequently 680 individuals, attributable to the introduction of new residential developments. Concurrently, the number of households is projected to expand from 1,651 in 2025 to 2,074 in 2032, with the most significant growth observed among medium and large households, particularly between 2028 and 2031.

The total area designated for residential developments is projected to increase significantly, rising from 4,868,327 square feet in 2025 to 6,347,887 square feet by 2032. This growth is largely attributed to planned, large-scale projects, with significant expansions anticipated in 2029 and 2030. Medium and large development categories are consistent drivers of the overall addition of 1,479,560 square feet, reflecting an ongoing focus on substantial housing initiatives that align with forecasted increases in population and households. The commercial sector is also expected to expand, with allocated space increasing from 574,433 square feet in 2026 to 621,171 square feet beginning in 2027. By 2032, the cumulative absorption of planned commercial and residential areas is estimated at 1,526,298 new square feet, which will comprise approximately 22 percent of the total projected area of 6,969,058 square feet for that year. Table 8 below provides a summary of the projected changes in residential and commercial square footage through 2032, serving as the primary

basis for estimating growth impacts in this analysis. It is assumed that these figures will stabilize beyond this period.

Table 8: Projected growth in residential and commercial square footage

Growth Projections	2025	2026	2027	2028	2029	2030	2031	2032
Total	5,442,760	5,442,760	5,489,498	5,807,214	6,537,020	6,710,600	6,969,058	6,969,058
Planned	-	-	46,738	364,454	1,094,260	1,267,840	1,526,298	1,526,298
Residential	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**
Area	4,868,327	4,868,327	4,868,327	5,186,043	5,915,849	6,089,429	6,347,887	6,347,887
Planned	-	-	-	317,716	1,047,522	1,221,102	1,479,560	1,479,560
Large	-	-	-	242,685	778,631	874,399	1,111,165	1,111,165
Medium	-	-	-	75,031	268,891	346,703	368,396	368,396
Organic	4,868,327	4,868,327	4,868,327	4,868,327	4,868,327	4,868,327	4,868,327	4,868,327
Large	4,163,530	4,163,530	4,163,530	4,163,530	4,163,530	4,163,530	4,163,530	4,163,530
Medium	87,790	87,790	87,790	87,790	87,790	87,790	87,790	87,790
Small	617,007	617,007	617,007	617,007	617,007	617,007	617,007	617,007
Commercial	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**
Area	574,433	574,433	621,171	621,171	621,171	621,171	621,171	621,171
Planned	-	-	46,738	46,738	46,738	46,738	46,738	46,738
Organic	574,433	574,433	574,433	574,433	574,433	574,433	574,433	574,433

Additionally, the model forecasts an annual increment of 513,502 trips resulting from both residential and commercial developments, supplementing existing bridge traffic, which is anticipated to rise from approximately 9.5 million vehicles in 2025 to 10.1 million by 2031. The following graph (Figure 3) illustrates the projected increase in trips associated with new developments, under the assumption of zero percent organic growth.



Figure 3: Projected trips associated with new developments under 0% growth assumption

As the Town lacks historical vehicle or resident data, these estimates rely on reference information and may underestimate actual impact. However, they provide a baseline for future data collection and updates to the impact fee.

2 Step 2. Define Level of Service (LOS)

A single level of service (LOS) is proposed for each service evaluated in this impact fee study. These include calls for service per capita for police, vehicle trips per unit of bridge surface area for transportation (a proxy for congestion), and acres of parks and recreation space per 1,000 residents for parks and recreation. Each LOS is described below.

Police LOS

Calls for service per capita is a practical metric for police Level of Service, directly linking population growth to demand. Unlike crime rates, it captures all police activities, emergencies, quality-of-life concerns, traffic incidents, welfare checks, and other non-emergency activities. Using this metric ensures infrastructure planning reflects real police workload and establishes a clear relationship between population and demand. As population grows, calls for service will likely increase proportionally. The per person approach allows accurate forecasting, so new development funds the necessary capacity to maintain response time and coverage.

The Police LOS in the Town of Bay Harbor is 6 calls for service per capita in 2026. Calls for service drive police manpower and capital needs. Maintaining that LOS in the growth scenario will require investments to increase police capacity by six officers and their corresponding equipment and infrastructure. The graph below (Figure 4) shows how the Police LOS stays just on par with population increase.

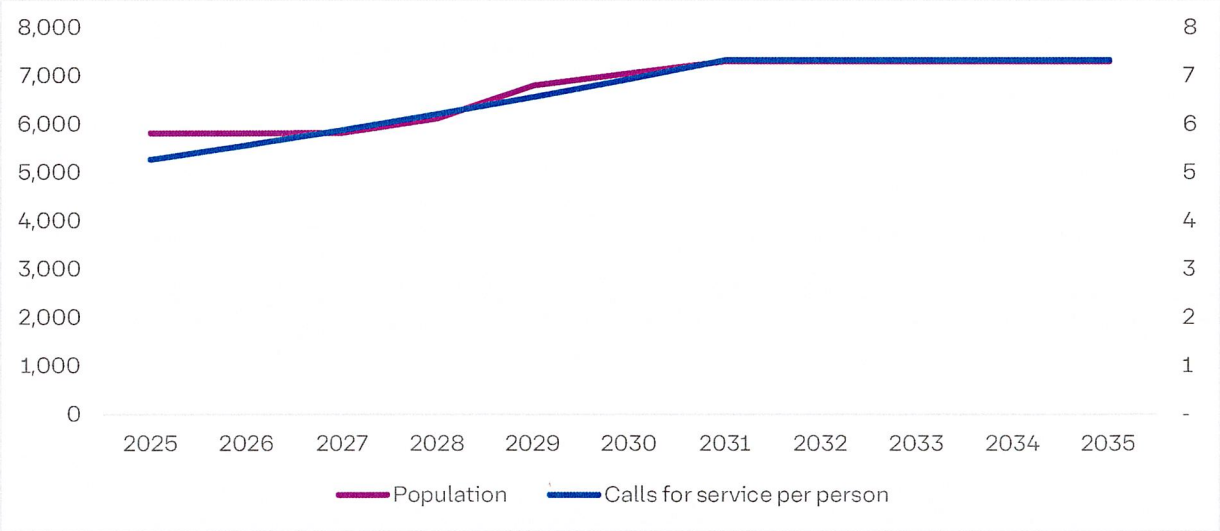

Figure 4: Police LOS illustrated by calls for service per capita

Transportation LOS

Trips per unit of bridge surface area links new development to needed capital improvements. As new development generates additional traffic, bridges experience increased strain—especially where they serve as primary routes and constrain overall network capacity. In Bay Harbor Islands, bridge replacement is urgently needed. The Broad Causeway Bridge, constructed in 1951, is structurally deficient and functionally obsolete. It has received a rating of 11.1 out of 100 from FDOT due to significant structural deficiencies. A modern bridge would reduce annual usage from 77 trips per square foot of deck area to 26. While this study excludes replacement costs for these specific bridges, it is vital to estimate expenses to maintain the improved LOS so new residents fund their share of bridge impacts. The graph below (Figure 5) illustrates a theoretical scenario where a modern bridge would meet the needs of existing and planned trips by 2033.

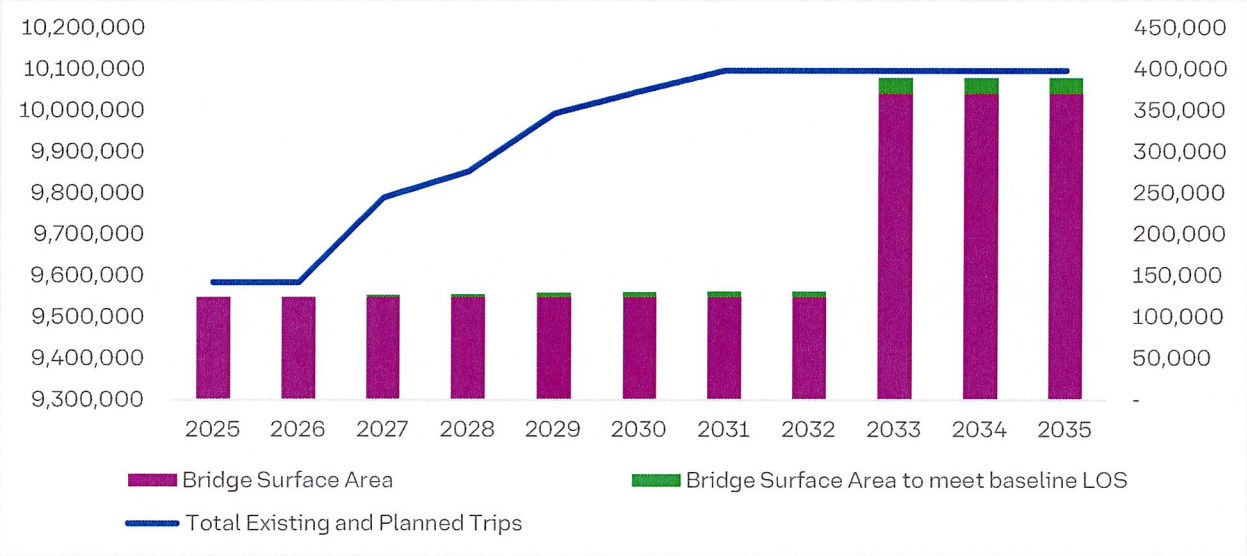

Figure 5: Transportation LOS illustrated by trips per deck area

Parks and Recreation LOS

Land acquisition and development constitute the primary and most consistent cost driver for parks and recreation systems. The amount of parkland in acres directly correlates with capital expenditures for property purchase, site improvements, and long-term asset replacement. Metrics such as acres per 1,000 residents establish a clear connection between population growth and the requisite expansion of recreational land to ensure adequate facilities and preserve service levels within growing communities. Due to Bay Harbor Islands' limited size of 240 acres and the high value of its real estate, available parks and recreation space has remained restricted. Currently, the Level of Service (LOS) stands at 0.72 acres of parks and recreation space per 1,000 residents. Two new parks are planned, which will increase the LOS to 1.08 acres per 1,000 residents. This study provides an estimate of expenses necessary to secure additional acreage required to sustain this LOS as new residential units are absorbed. The graph below (Figure 6) demonstrates the acreage needed to uphold the baseline LOS of 1.08 beginning in 2033.

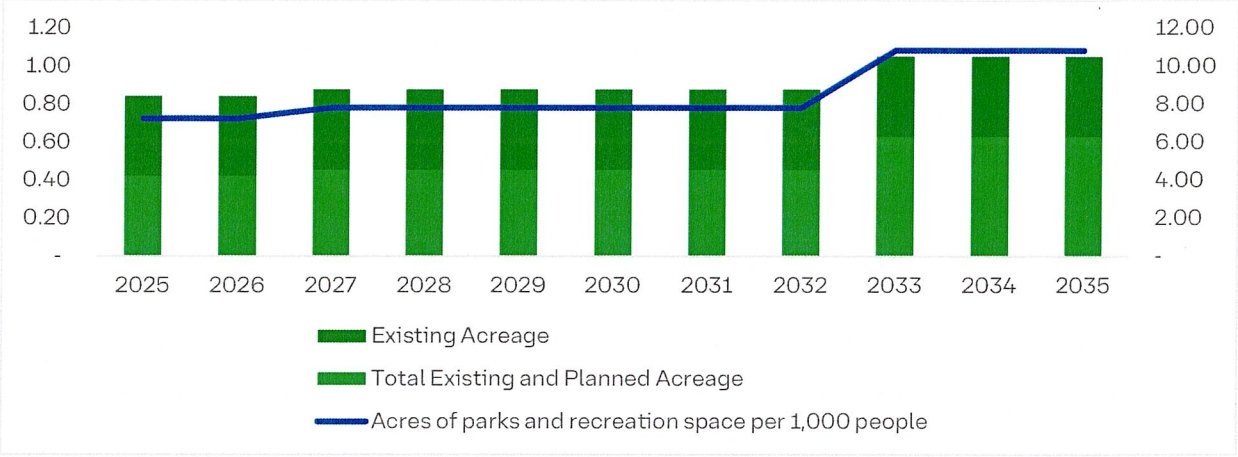

Figure 6: Parks and Recreation acreage required to maintain baseline LOS

3 Step 3. Determine capital cost per LOS

The Town's Capital Improvement Plan includes a Police Complex (part of the new Town Hall), partially funded by the police impact fee. The incremental costs to maintain levels of service (LOS) after planned developments are estimated based on agreed upon cost assumptions. All capital expenses are depreciated based on useful life and forecasted for the 50 years of the useful life of planned developments. The sum of expenses are then discounted using a discount rate equal to 4.6 percent, per the Federal Reserve 30-year bond rate on 1/15/26. Costs for each service follow.

Police capital cost per LOS

The Town of Bay Harbor is undertaking the construction of a new town hall, which will feature a 93,000 square foot police complex. The facility is designed to accommodate areas for records management, communications, booking, holding, canine units, evidence storage, staff-only zones, fitness facilities, a training center, an emergency operations room, administrative offices, parking, UAS launch operations, and amenities focused on wellness. The projected cost for the police complex is $22.4 million nominally, with a present value of $7.2 million, based on allocating 38 percent of the overall $59 million town hall budget to this component. As both current and future residents stand to benefit from the complex, only the share of costs attributed to new residents from forthcoming developments are factored into the impact fee.

To sustain a service standard of six calls for service per resident through 2032, the Town must employ six additional police officers and supply equipment including five vehicles equipped with emergency lighting and radios, a police boat with a lift, and a mobile command unit. The estimated expense for these enhancements is $6.6 million nominally, or $2.5 million in present value, calculated from unit costs and expected useful lifespans. As these investments are necessary to maintain the existing level of service, the full amount is incorporated into the impact fee.

The capital expenditures included in the impact fee study are detailed in the accompanying table below (Table 9). The table specifies the unit cost and useful life provided by the Town, the annual cost of each capital asset based on its useful life, and the total nominal and present value expenditures across the 50-year useful life of the planned developments.

Table 9: Capital expenditures included in the impact fee study

	Fixed-Asset	Unit Cost	Useful Life	Yearly Costs, in nominal $	Total Costs, in nominal $	Total Costs, in present value $
1	Police Boat & Boat Lift	150,000	10	15,000	750,000	277,660
2	VEH #508 (PSA) - 2025 Ford Explorer XC5524	55,944	5	11,189	559,440	216,691
3	VEH #507 (PSA)- 2025 Ford Explorer XC5523	46,620	5	9,324	466,200	180,576
4	VEH #403 - 2024 Chevrolet Silverado XL9038	61,680	5	12,336	616,800	238,909
5	Police Vehicle 4	78,000	5	15,600	780,000	288,766
6	Police Vehicle 5	78,000	5	15,600	780,000	288,766
7	Mobile Command Unit	385,000	10	38,500	1,925,000	745,621
8	Patrol Emergency Lighting and Installation	50,000	5	10,000	500,000	193,668
9	Vehicle Radio Systems-Replacement Program	23,500	5	4,700	235,000	91,024
10	Police Resilient Complex	22,395,918	50	447,918	22,395,918	7,239,600
	Total				29,008,358	9,761,281

Transportation capital cost per LOS

According to projected development assumptions, Bay Harbor Islands could see a rise in traffic as early as 2027 due to increased commercial activity resulting in approximately 205,000 additional trips each year. Residential traffic is projected to grow by about 309,000 trips annually. These projections use conservative estimates based on average daily traffic figures. Due to limited data, the calculations assume that every new household will make two trips per day, while each 1,000 square feet of new commercial space on East Island will generate around 12 trips daily. Table 10 below outlines these assumptions in detail.

Table 10: Assumptions for annual average daily traffic

Assumption	Unit	Estimate
Annual Average Daily Traffic		
Residential	AADT/Household	730.00 (annually)
Trips	Number	2.00 (daily)
Vehicles	Number	1.00
Commercial	AADT/1,000 Sq. Ft.	4,380.00 (annually)
Trips	Number	1.00 (daily)
Vehicles	Number	12.00

The LOS metric of trips per square foot of bridge deck area is intended to be a proxy for congestion inbounds, outbounds, and within Bay Harbor Islands' street network. If trips exceed the bridges' capacity for throughput, the result is congestion that reduces mobility, hinders economic activity, creates localized air pollution, and presents safety issues for motorists, pedestrians, and micromobility users. Based on the weighted average per-square-foot replacement cost of the Town's bridges, additional trips associated with development-driven population growth are monetized into a dollar impact that the Town would need to invest in enhanced transportation infrastructure that would maintain existing mobility levels.

Given the outlined assumptions and planned residential and commercial projects, approximately 19,849 additional square feet of bridge deck are needed to sustain the level of service (LOS) compared to the baseline scenario. This extra bridge space will be necessary between 2027 and 2033, which aligns with the expected completion dates for both the Broad Causeway Bridge and residential developments. Of the total, roughly 6,700 square feet are required to keep an LOS of 77 trips per square foot, while the remaining 13,100 square feet are needed to preserve an LOS of 26 trips per square foot.

The incremental expense for these additions is estimated at $8.1 million in nominal terms, or $6.1 million in present value. These figures use a unit cost estimate of $408.68 per square foot of bridge deck, which is based on the weighted average costs provided by the Town for planned construction. Table 11 below details unit costs, the area required to maintain LOS, and the total associated costs in both nominal and present value terms.

Table 11: Estimated cost to maintain Transportation LOS

Cost to maintain LOS	Unit Cost	Units Required	Total Costs, in nominal $	Total Costs, in present value $
Incremental Cost to meet LOS	$408.68/Sq.Ft	19,849 Sq.Ft.	8,112,055	6,095,120

Parks and Recreation capital cost per LOS

The Town is planning to build two new parks—Gateway Park and Broad Causeway Park—which would raise the parks and recreation level of service (LOS) from 0.72 acres per 1,000 residents in 2026, to 0.78 acres in 2028, and up to 1.08 acres by 2033. To maintain the targeted LOS as the population grows, Bay Harbor Islands may need to begin investing additional funds as soon as 2028, driven by an anticipated increase of about 300 residents that year.

Based on these plans and assumptions—including forthcoming residential and commercial projects—the Town would require approximately 1.61 more acres of park and recreation space to keep LOS consistent with the baseline scenario. This extra acreage is expected to be needed between 2028 and 2033, which aligns with the projected completion dates for both parks.

The estimated cost for these park additions is $21.4 million in nominal terms, or $16.4 million in today's dollars. These estimates use a unit price of $12.8 million per acre, derived from internal sources based on publicly available data such as industry websites, construction cost manuals, and institutional references. All pricing reflects values as of February 2, 2026,

unless otherwise noted. Basketball and tennis court costs were calculated using regulatory standards (like ICC Building Valuation Data), recognized industry databases (such as Gordian/RSMeans), and current contractor prices from sites like HomeGuide, Angi, and Estimator Florida. These sources provide regionally adjusted figures that account for site preparation, construction, amenities, resurfacing, and long-term maintenance.

The estimates[17] were developed by comparing multiple sources, benchmarking published costs, and using professional judgment based on standard construction practices. They assume typical site conditions, conventional methods, code-compliant designs, and standard finishes. Project-specific variables like unusual subsurface conditions, site constraints, accelerated schedules, market volatility, escalation, procurement strategies, or owner-driven enhancements are excluded. Cost ranges reflect variability in labor, materials, regional markets, and project complexity. Table 12 below outlines these assumptions in detail.

Table 12: Parks and Recreation LOS assumptions and cost estimates

Assumption[18]	Unit	Estimate
Development Cost	$/Acre/Year	12,791,503
Land Value	$/Acre/Year	10,890,000
January 2026 Comps for standard non-waterfront parcels in Bay Harbor Islands	$/Sq. Ft.	250
Facilities	$/Acre/Year	1,901,503
Average	$/10,000 Sq. Ft.	436,525
Tennis Courts	$/10,000 Sq. Ft.	251,800
Basketball Courts	$/10,000 Sq. Ft.	230,420
Average life	Years	25

(Continued on next page)

[17] These figures are intended for planning-level and comparative analysis purposes only and should not be interpreted as bid pricing or final construction costs. Should a higher level of accuracy be required, including detailed quantity takeoffs, project-specific assumptions, and market-validated unit pricing, AtkinsRéalis can engage its professional cost estimation team to prepare a formal construction cost estimate consistent with industry standards and best practices.

[18] LandSearch (https://www.landsearch.com), Realtor.com (https://www.realtor.com), and Zillow (https://www.zillow.com). International Code Council (ICC), https://www.iccsafe.org/products-and-services/i-codes/code-development-process/building-valuation-data/; Nassau County, Florida, *ICC Building Valuation Data—August 2025*, https://www.nassaucountyfl.com/DocumentCenter/View/27251/ICC-Building-Valuation-Data---August-2025; HomeGuide, https://homeguide.com/costs/tennis-court-cost; Well Built Florida, https://wellbuiltflorida.com/tennis-court-construction-cost-2; Angi, https://www.angi.com/nearme/tennis-court-contractors; Estimator Florida, https://estimatorflorida.com, https://estimatorflorida.com/cost-to-build-a-tennis-court/, and https://estimatorflorida.com/how-much-does-it-cost-to-resurface-a-tennis-court/; Builds and Buys, https://buildsandbuys.com/sports-court-cost-guide/; Enduria Structures, https://www.enduriastructures.com/pavilions/pavilion-kits/; Park Tables, https://www.parktables.com; Gordian (RSMeans), https://www.gordian.com.

Assumption[18]	Unit	Estimate
Low end		
Tennis Courts	$/10,000 Sq. Ft.	251,800
Basketball Courts	$/10,000 Sq. Ft.	230,420
High end		
Tennis Courts	$/10,000 Sq. Ft.	664,200
Basketball Courts	$/10,000 Sq. Ft.	599,680
Facilities Replacement Factor	$/Acre	100,000

Based on these assumptions, the total estimated cost to maintain the LOS is $21.4 million in nominal terms, or $16.4 million in present value. Table 13 below details unit costs, the area required to maintain LOS, and the total associated costs in both nominal and present value terms.

Table 13: Estimated cost to maintain Parks and Recreation LOS

Cost to maintain LOS	Unit Cost	Units Required/ Useful Life	Total Costs, in nominal $	Total Costs, in present value $
Incremental Cost to meet LOS	12,791,503	1.61 acres	21,406,485	16,398,226

4 Step 4. Calculate cost per square foot and residential & commercial impact fees

Based on the previous methodological steps, the formula to calculate Bay Harbor Islands' police, transportation, and parks and recreation impact fees is as follows:

$$\frac{\frac{Future\ Capital\ Cost\ to\ maintain\ LOS}{(1+r)^n}}{Planned\ Commercial\ and\ Residential\ Sq.Ft.} \times Development\ Unit\ Sq.Ft.$$

Where:

Future Capital Cost to Maintain LOS: Represents the estimated expenses needed for capital improvements to uphold the adopted Level of Service (LOS) as the community grows and new developments appear.

r (Discount Rate): The decimal rate used to calculate present value from future costs. It accounts for the time value of money, projected inflation, and the opportunity cost of capital.

n (Time Horizon in Years): Indicates the number of years between now and when the future expense will occur. This determines how much future costs are discounted to present value.

$(1 + r)^n$ (Present Value Discount Factor): This factor is used to convert future costs into present-value dollars by dividing the future cost by it, making costs occurring at different times comparable.

Planned Commercial and Residential Sq. Ft.: The total projected square footage of new commercial and residential development over the planning horizon, used to allocate growth-related capital costs solely to new development.

Development Unit Sq. Ft.: The specific total square footage of the development project being assessed. Multiplying the per-square-foot cost rate by this value determines the capital cost responsibility assigned to that project.

This formula allocates capital costs per square foot to a development project by discounting future infrastructure expenses to present value. It divides these costs among planned commercial and residential space to determine each project's share, which is then multiplied by the unit's size for its total cost responsibility. The application of this formula for each service is presented below.

Police capital cost per unit of demand and impact fee

The formula to calculate Bay Harbor Islands police impact fee is:

$$\sum\left(\frac{\frac{Future\ Capital\ Cost\ to\ maintain\ Calls\ for\ service\ per\ person}{(1+r)^n}}{Planned\ Commercial\ and\ Residential\ Sq.Ft.}\right)+\left(\frac{\frac{Future\ Cost\ of\ Fixed\ Assets}{(1+r)^n}}{Planned\ and\ Existing\ Commercial\ and\ Residential\ Sq.Ft.}\right)\times Development\ Unit\ Sq.Ft.$$

The left portion of the formula accounts for the allocation of new officers required to maintain the LOS, whereas the right portion represents a pro rata share of costs associated with police complex development. Based on current data and assumptions, the specific variables for the 2026 impact fee are:

$$\text{Bay Harbor Islands 2026 Police Impact Fee} = \sum\left(\frac{\frac{\$6,612,440}{(1.46\%)^{50}}}{1{,}526{,}298\ Sq.Ft.}\right)+\left(\frac{\frac{\$22,395,918}{(1.46\%)^{50}}}{6{,}969{,}058 Sq.Ft.}\right)\times Development\ Unit\ Sq.Ft.$$

Where, $\frac{\$6,612,440}{(1.46\%)^{50}}$ is the Future Capital Cost to Maintain Calls for Service per Person in present value and $\frac{\$22,395,918}{(1.46\%)^{50}}$ is the pro rata share of the police complex costs allocated to new developments, as per Section 0. These variables are divided by $1{,}526{,}298\ Sq.Ft$ which is the Planned Commercial and Residential Sq. Ft and $6{,}969{,}058\ Sq.Ft.$ the Planned and Existing Commercial and Residential Sq. Ft., per Section 0. The result is:

$$\text{Bay Harbor Islands 2026 Police Impact Fee} = \$2.69 \times Development\ Unit\ Sq.Ft.$$

Transportation capital cost per unit of demand and impact fee

The formula to calculate Bay Harbor Islands transportation impact fee is:

$$\frac{\frac{Future\ Capital\ Cost\ to\ maintain\ Trips\ per\ unit\ of\ bridge\ surface\ area}{(1+r)^n}}{Planned\ Commercial\ and\ Residential\ Sq.Ft.}\times Development\ Unit\ Sq.Ft.$$

Based on current data and assumptions, the specific variables for the 2026 impact fee are:

$$\text{Bay Harbor Islands 2026 Transportation Impact Fee} = \frac{\frac{\$\,8{,}112{,}055}{(1.46\%)^{50}}}{1{,}526{,}298\ Sq.Ft.} \times Development\ Unit\ Sq.Ft.$$

Where, $\frac{\$\,8{,}112{,}055}{(1.46\%)^{50}}$ is the Future Capital Cost to Maintain Trips per unit of bridge surface area in present value, as per Section0. This variable is divided by $1{,}526{,}298\ Sq.Ft$ which is the Planned Commercial and Residential Sq. Ft. per Section 0. The result is:

$$\text{Bay Harbor Islands 2026 Transportation Impact Fee} = \$3.99 \times Development\ Unit\ Sq.Ft$$

Parks and Recreation capital cost per unit of demand and impact fee

The formula to calculate Bay Harbor Islands police impact fee is:

$$\frac{\frac{Future\ Capital\ Cost\ to\ maintain\ Acres\ of\ parks\ and\ recreation\ space\ per\ 1{,}000\ people}{(1+r)^{n}}}{Planned\ Commercial\ and\ Residential\ Sq.Ft.} \times Development\ Unit\ Sq.Ft.$$

Based on current data and assumptions, the specific variables for the 2026 impact fee are:

$$\text{Bay Harbor Islands 2026 Police Impact Fee} = \frac{\frac{\$\,21{,}406{,}485}{(1.46\%)^{50}}}{1{,}526{,}298\ Sq.Ft.} \times Development\ Unit\ Sq.Ft.$$

Where, $\frac{\$\,21{,}406{,}485}{(1.46\%)^{50}}$ is the Future Capital Cost to Maintain Acres of parks and recreation space per 1,000 people in present value, as per Section 0. This variable is divided by $1{,}526{,}298\ Sq.Ft$ which is the Planned Commercial and Residential Sq. Ft., per Section 0. The result is:

$$\text{Bay Harbor Islands 2026 Parks and Recreation Impact Fee} = \$10.74 \times Development\ Unit\ Sq.Ft.$$

According to Florida law, the Parks and Recreation Impact Fee cannot be increased by more than 50 percent above its current rate, regardless of when it was last updated. Currently, the fee is $1,715.64 for each new dwelling unit and must be paid when a building permit is issued. This means the fee can't be higher than $2,573.46 per new home. This rule applies only to residential impact fees.

5 Step 5. Implement with transparency and governance controls

Successful impact fee programs extend beyond technical calculation and require clear administrative structure and governance to ensure consistent and defensible application over time. Following adoption, impact fees should be embedded within the Town's regulatory and financial systems in a manner that supports accountability, legal defensibility, and ease of administration, with clear linkage to their associated supporting studies that document the relationship between new development, service demand, and required capital improvements.

Adoption instruments should clearly define how and when fees are assessed, the development types to which they apply, and the capital purposes for which revenues may be used. Establishing separate, service-specific accounts for impact fee revenues allows the Town to clearly track collections and expenditures and demonstrate that funds are being

reinvested in facilities necessary to serve new development. This practice supports statutory compliance, simplifies financial reporting, and reinforces public confidence in the program.

Effective implementation also depends on administrative tools and procedures that allow Town staff to apply the fees consistently and respond efficiently to questions from developers, consultants, and the public. Standardized calculation tools, documented assumptions, and clear internal protocols for addressing project-specific circumstances, such as credits, exemptions, or phased development, help reduce ambiguity and limit the potential for disputes as development activity increases.

Equally important is the early establishment of data capture and management systems. Systematically tracking development characteristics, square footage, dwelling units, fee revenues, and funded capital improvements provides a defensible record of program performance and creates the foundation for future updates. Formalizing these practices at implementation positions the Town to manage the impact fee program efficiently while preserving its technical and legal integrity over the long term.

6 Step 6. Update periodically

Over time, changes in development patterns, construction costs, service demands, and capital priorities can affect the relationship between growth and infrastructure needs. To ensure that impact fees remain equitable and proportionate, the Town should periodically evaluate the underlying assumptions, levels of service, and cost inputs used to calculate the fees.

Regular review cycles allow the Town to incorporate updated growth forecasts, refined capital cost estimates, and improved data availability, helping maintain alignment between new development and the infrastructure required to serve it. Coordinating these reviews with the Capital Improvement Program (CIP) and budget process supports integrated decision-making and reduces the administrative burden associated with standalone updates. At a minimum, updates should be considered every two years or following major plan amendments, annexations, or other material changes affecting growth or service provision.

A durable impact fee program is best supported by a repeatable and well-documented update framework, including standardized data inputs, clearly defined methodologies, and established procedures for recalibration. Maintaining these systems over time allows future updates to be completed efficiently and consistently, without requiring a full methodological redesign.

By pairing routine technical updates with strong governance and data management practices, the Town can ensure that its impact fee program continues to function as a transparent, defensible, and predictable tool for managing growth and funding public infrastructure.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ESTABLISHING A PARKS IMPACT FEE SCHEDULE; ADOPTING FINDINGS AND THE IMPACT FEE STUDY; PROVIDING FOR DEFINITIONS, IMPOSITION, COLLECTION, AND USE OF FEES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; 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: The foregoing recitals are adopted and hereby incorporated as if fully set forth herein .

Section 2: That Section 15-6.10 of the Town of Bay Harbor Islands Code of Ordinances is hereby replaced in its entirety and to be read as set forth in Exhibit "A"

(underlined text added).

Section 3: The Town Council hereby adopts the Impact Fee Study dated May 14, 2026, including all findings, assumptions, methodologies, and conclusions contained therein.

Section 4: The Town Council hereby adopts the Park Impact Fee Schedule as set forth in Exhibit "A".

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: 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 June, 2026.

PASSED on Second Reading this ____ day of _____, 2026.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Mayor Isaac Salver	_____
Vice Mayor Stephanie Bruder	_____
Council Member Molly Diallo	_____
Council Member Joshua Fuller	_____
Council Member Eric Rappaport	_____
Council Member Elchonon Shagalov	_____
Council Member Robert Yaffe	_____

_____
ISAAC SALVER
MAYOR

ATTEST:

_____
EVELYN HERBELLO, MMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
MCCARTER ENGLISH, LLP
INTERIM TOWN ATTORNEYS
BY: TANIA CRUZ-GIMENEZ, ESQ.

Exhibit "A"

~~**Sec. 15-6.10. - Calculation of impact fee.**~~

~~**The park acquisition and development impact fee shall be established by resolution passed and adopted by the town council.**~~

Sec. 15-6.10 Park Impact Fee Schedule

(A) This section is adopted pursuant to the home rule powers of the Town and in accordance with Section 163.31801, Florida Statutes. This section is intended to implement the findings and methodologies set forth in the Town's Impact Fee Study dated May 14, 2026, as may be amended from time to time.

(B) For purposes of this section, the following definitions will be applied to the words below:

Development means any construction, expansion, or change in use of a structure or land that generates additional vehicular trips.

Dwelling Unit means a building or portion thereof designed for residential occupancy by one household.

Impact Fee means a charge imposed on new development to fund the capital costs of public facilities necessitated by such development.

(C) The following provides the Parks Impact Fee Schedule:

a. Residential Properties: $2,573 per dwelling unit.

b. Commercial Properties: $10.74 per square foot.

(D) All park impact fee revenues shall be deposited into a separate account.

(E) Funds shall be used exclusively for capital improvements to park facilities.

(F) Funds shall be expended in a manner that ensures a reasonable connection between the fee collected and the benefit to the development.

(G) The Town Manager, Finance Director, and their designees are authorized to administer and enforce the provisions of this section, including the adoption of

administrative procedures consistent with this section.

(H) The Town Council may update the parks impact fees by ordinance based on revised impact fee studies using the most recent and localized data, in accordance with Florida law.

ITEM 11

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:	Tania Cruz-Gimenez, Esq, Town Attorney
FROM:	Luis Alvarez, Chief of Police Lorrainia Belle, Town Planner
DATE:	June 11, 2026
SUBJECT:	Town of Bay Harbor Islands – Resolution setting the fees for the Police Service Impact Fee (Section 26.1).

RECOMMENDATION

Town Council discretion to approve the attached resolution setting the fees for the Police Service Impact Fee (Section 26.1).

BACKGROUND

On February 11, 2026, the Town Council unanimously approved the ordinance on first reading. On March 12, 2026, the Town Council unanimously approved the ordinance on second reading. 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 resolution sets the Police Service Impact Fee rates. 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:
    - A **Short Title** and clear **Applicability** to new residential and commercial development.
    - Comprehensive **Legislative Findings and Purpose**.
    - **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 of this resolution to set the fees will complete the public hearing process for this important initiative.

FINANCIAL ANALYSIS

Town staff and consultants estimated the cost of providing supporting capital infrastructure supporting Police services to new residents and businesses resulting from planned developments while maintaining the current level of service to existing residents and businesses in the town. This analysis was conducted under the requirements and limitations set forth in the Florida Impact Fee Act (Florida Statutes § 163.31801).

The resulting fees are shown in **Table 1** below. Please see the attached technical memorandum for a detailed discussion of the methodology, supporting data, and calculations underlying the fees presented in Table 1.

Police			
Residential		**Fee**	
Single Family	**$**	**11,943**	**per unit**
Multi-family - 10 units or more	**$**	**2,942**	**per unit**
Condominiums	**$**	**11,943**	**per unit**
Cooperatives	**$**	**6,163**	**per unit**
Multi-family - fewer than 10 units	**$**	**2,942**	**per unit**
Commercial	**$**	**2.69**	**per square foot**

Table 1: Proposed Police Impact Fees

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

Ordinance
Impact Fee technical memorandum

ORDINANCE NO. 1137

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 this 12th day of March, 2026.

Motion By: Vice Mayor Bruder
Second By: Council Member Rappaport

FINAL VOTE ON ADOPTION:

Mayor Isaac Salver	Yes
Vice Mayor Stephanie Bruder	Yes
Council Member Teri D'Amico	Yes
Council Member Molly Diallo	Yes
Council Member Joshua Fuller	Yes
Council Member Eric Rappaport	Yes
Council Member Robert Yaffe	Yes

ISAAC SALVER
MAYOR

ATTEST:

EVELYN HERBELLO, MMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

MCCARTER ENGLISH, LLP
INTERIM TOWN ATTORNEYS
BY: TANIA CRUZ-GIMENEZ, 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.

AtkinsRéalis

BAY HARBOR ISLANDS

Impact Fee Program

Police, Transportation, and
Parks & Recreation

May 14, 2026

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EXECUTIVE SUMMARY

Bay Harbor Islands Impact Fee Program
Police, Transportation, and Parks & Recreation

The Town of Bay Harbor Islands is experiencing a period of accelerated redevelopment driven primarily by new residential construction and evolving mixed-use and commercial activity. While the Town is largely built out, recent zoning changes and redevelopment of aging mid-century buildings are resulting in higher-density projects that will materially increase population, vehicular trips, and demand on public facilities. Based on planned developments currently in the pipeline, the Town is projected to add approximately 424 dwelling units, nearly 1,500 residents, and more than 1.5 million square feet of new development over the next several years.

To ensure that new development contributes its proportionate share toward the capital facilities required to serve this growth and to avoid placing the financial burden on existing residents, the Town has prepared this Impact Fee Study for Police, Transportation, and Parks and Recreation services. The study establishes legally supportable impact fee schedules grounded in demonstrated growth, adopted levels of service, and identified capital improvement needs.

Preferred Growth and Policy Intent

The Impact Fee Program is designed to support planned redevelopment while preserving the Town's established level of service and overall quality of life. The fees do not restrict growth or favor particular projects; rather, they allocate the cost of growth-related capital infrastructure to the development that creates the demand. The program reinforces the Town's long-standing planning approach of accommodating reinvestment and modernization within a constrained geographic footprint while maintaining public safety, mobility, and recreational assets consistent with community expectations.

Legal Basis

The Impact Fee Program is authorized under the Town's home rule powers and is governed by Chapter 163, Florida Statutes, including the Florida Impact Fee Act (Section 163.31801, F.S.) and applicable case law. Impact fees are regulatory fees, not taxes, and must comply with the *dual rational nexus test*, which requires:

1. A reasonable connection between new development and the need for additional capital facilities (growth nexus), and
2. A reasonable connection between the amount of the fee and the benefit accruing to new development (proportionality nexus).

As documented in the accompanying Legal Memorandum, the proposed impact fees are limited to eligible capital infrastructure, exclude operating and maintenance costs, and rely on the most recent localized data. The fees are supported by separate accounting, credit

provisions where applicable, and collection at building permit issuance, consistent with statutory requirements.

Methodology Overview

The impact fees were calculated using a transparent, data-driven methodology that:

- Identifies planned development and resulting growth in population, households, square footage, and trips;
- Establishes a single Level of Service (LOS) for each service area (police, transportation, parks and recreation);
- Identifies capital improvements necessary to maintain the adopted LOS as growth occurs;
- Calculates capital costs in present value terms over the useful life of development; and
- Allocates those costs proportionately across new residential and commercial development based on square footage and unit characteristics.

The methodology intentionally excludes organic growth assumptions and relies on confirmed development activity to ensure conservative, defensible fee calculations.

Capital Facilities and Limitations

The Impact Fee Program funds capacity-creating or capacity-expanding capital improvements only, including police facilities and vehicles. It does not fund existing deficiencies unrelated to growth, recurring operational expenses, or maintenance costs. For Parks and Recreation, the fee is further constrained by statutory limits on allowable increases, which cap the residential fee at no more than 50 percent above the current adopted rate.

Impact Fee Schedules

Based on the adopted methodology and capital cost analysis, this document presents impact fee schedules for:

- Police Services
- Transportation
- Parks and Recreation

The schedules differentiate by residential unit size and apply commercial fees on a per-square-foot basis, ensuring proportionality across development types. Detailed schedules are provided in the main body of the document (Tables 1-3), with supporting technical documentation included as appendices.

Conclusion

This Impact Fee Study establishes a comprehensive, legally defensible framework to align future development with the capital infrastructure required to serve it. By adopting the proposed impact fee schedules, the Town will create a dedicated, equitable funding source

for growth-related public facilities while safeguarding existing taxpayers from subsidizing new development. The accompanying appendices provide the detailed legal analysis, methodology, and cost basis supporting the program and are incorporated herein by reference.

IMPACT FEE SCHEDULES

Bay Harbor Islands Police Services (Table 1)

Residential	Size	Indicative Sq. Ft. Range	Indicative Median Sq. Ft.	Fee
Single Family	Large	3017-5512	4,438	$11,943 per unit
Multi-family–10 units or more	Small	0-1137	1,093	$2,942 per unit
Condominiums	Large	3017-5512	4,438	$11,943 per unit
Cooperatives	Medium	1809-2979	2,290	$6,163 per unit
Multi-family–fewer than 10 units	Small	0-1137	1,093	$2,942 per unit
Commercial				$2.69 per Sq. Ft.

Bay Harbor Islands Transportation (Table 2)

Residential	Size	Indicative Sq. Ft. Range	Indicative Median Sq. Ft.	Fee
Single Family	Large	3017-5512	4,438	$17,723 per unit
Multi-family–10 units or more	Small	0-1137	1,093	$4,365 per unit
Condominiums	Large	3017-5512	4,438	$17,723 per unit
Cooperatives	Medium	1809-2979	2,290	$9,145 per unit
Multi-family–fewer than 10 units	Small	0-1137	1,093	$4,365 per unit
Commercial				$3.99 per Sq. Ft.

Bay Harbor Islands Parks and Recreation (Table 3)

Residential	Size	Indicative Sq. Ft. Range	Indicative Median Sq. Ft.	Fee
Single Family	Large	3017-5512	4,438	$2,573 per unit
Multi-family–10 units or more	Small	0-1137	1,093	$2,573 per unit
Condominiums	Large	3017-5512	4,438	$2,573 per unit
Cooperatives	Medium	1809-2979	2,290	$2,573 per unit
Multi-family–fewer than 10 units	Small	0-1137	1,093	$2,573 per unit
Commercial				$10.74 per Sq. Ft.

APPENDICES

APPENDIX A:
LEGAL AND POLICY FRAMEWORK MEMO

Historical Basis and Legal Foundations of Impact Fees in Florida

Land-use authority in the United States resides with states and localities. Impact fees in Florida arose from the broad home-rule authority granted to counties and municipalities under the Florida Constitution. Article VIII of the Constitution authorizes local governments to exercise all powers of local self-government not expressly pre-empted by the state. This authority includes the power to regulate land use, manage growth, and fund public facilities necessary to provide services within local jurisdictions.[1]

Beginning in the 1960s, Florida experienced sustained population growth driven by migration, tourism, and real estate development. Rapid suburban expansion placed intense pressure on roads, schools, water and sewer systems, fire protection, parks, and other capital facilities.[2] Local governments faced growing service demands, while traditional funding mechanisms, such as ad valorem taxes and general obligation bonds, were politically difficult and fiscally insufficient to keep pace with growth.

As a result, Florida counties and municipalities gradually began searching for growth-based financing tools that would shift infrastructure costs away from existing residents and onto new development.[3] Development-related charges began funding new infrastructure capacity required by population growth. These charges would later become known as impact fees. These fees were based on the principle that new developments generate demand for additional public facilities and should therefore bear their proportionate share of the cost.[4]

As Florida statutes were silent on the matter of local development fees in the first decades of the state's population boom, the evolution of impact fees in Florida occurred largely through judicial decisions. Courts played a central role in defining the boundaries of local discretion, repeatedly emphasizing that impact fees must be tied to actual growth-related impacts and not used to solve existing infrastructure deficiencies unrelated to new development. This

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[1] The James Madison Institute & DeVoe L. Moore Center, 'Assessing Florida Local Government Impact Fees: 2024–2025' (Apr. 2025).

[2] Florida Housing Finance Corporation, 'Overview of Impact Fees and Affordable Housing' (October 2017), esp. sections on constitutional/statutory authority and the Florida Impact Fee Act, https://www.floridahousing.org/docs/default-source/aboutflorida/august2017/october2017/TAB_3.pdf.

[3] Florida Housing Finance Corporation, 'Overview of Impact Fees and Affordable Housing' (October 2017), esp. sections on constitutional/statutory authority and the Florida Impact Fee Act, https://www.floridahousing.org/docs/default-source/aboutflorida/august2017/october2017/TAB_3.pdf.

[4] The James Madison Institute & DeVoe L. Moore Center, 'Assessing Florida Local Government Impact Fees: 2024–2025' (Apr. 2025).

judicial development culminated in the articulation of the Dual Rational Nexus Test, which required local governments to demonstrate:

- A rational connection between new development and the need for additional capital facilities, and
- A rational connection between impact fee expenditures and the benefits accruing to that development

This doctrine, articulated in Hollywood, Inc. v. Broward County (1983) and affirmed in later cases such as St. Johns County v. NE Florida Builders Association (1991) and Volusia County v. Aberdeen (2000), anchors the constitutional limits on impact fees and distinguishes them from impermissible taxes.[5]

The Florida Growth Management Act of 1985: Institutionalizing Impact Fees for Infrastructure

The Florida Growth Management Act of 1985 (GMA) laid the groundwork for the expansion and institutionalization of impact fees as a primary mechanism to fund infrastructure necessitated by new development.[6] The GMA represented a significant advancement in statewide land-use regulation by mandating that all local governments develop comprehensive plans within a coordinated state, regional, and local framework.[7][8]

The plans required future land-use maps, capital-improvement programs, and coordinated infrastructure strategies aligned with state and regional priorities. A key provision of the Act was the concurrency requirement: public facilities and services, including transportation, water, sewer, schools, parks, and public safety, were mandated to be available at the same time as the impacts of development occurred.[9] The GMA raised local planning and capital demands, causing smaller municipalities to face higher per-capita costs. Impact fees helped meet concurrency requirements without passing expenses to current residents. [10]

By the 1990s and early 2000s, impact fees had become a standard component of local growth management strategies across Florida. Counties and municipalities increasingly relied on them to fund transportation improvements, schools, public safety facilities, parks,

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[5] Florida House (2015) historical §163.31801; Justia (2020) §163.31801—demonstrating evolution of statutory language.

[6] Julian Conrad Juergensmeyer, 'Infrastructure and the Law: Florida's Past, Present and Future,' discussing Florida's long history of shifting infrastructure costs to development (Georgia State University/impactfees.com, n.d.).

[7] Roy R. Carriker, 'Florida's Growth Management Act: An Introduction and Overview,' EDIS FE643 (University of Florida IFAS, July 2006).

[8] Carriker, EDIS FE643 (1972–1984 Florida statutes as precursors); Florida Department of Community Affairs, '20 Years of Growth Management in Florida' presentation (2004).

[9] Florida Senate, Bill Analysis and Fiscal Impact Statement for SB 1512 (2011), summarizing concurrency under the 1985 Act.

[10] K. T. Liou and Todd J. Dicker, 'The Effect of the Growth Management Act on Local Comprehensive Planning Expenditures: The South Florida Experience,' Public Administration Quarterly, via JSTOR.

and utilities. This normalization reflected both continued population growth and the political attractiveness of impact fees as an alternative to broad-based tax increases. Importantly, this expansion was incremental rather than sudden. Fee schedules grew more sophisticated over time as local governments adopted impact fee studies, level-of-service standards, and capital improvement plans to justify charges and reduce legal risk. [11]

The increasing reliance on impact fees and the uneven quality of early local programs, eventually prompted legislative action. In 2006, the Florida Legislature adopted the Florida Impact Fee Act (Section 163.31801, Florida Statutes), formally codifying many of the constitutional principles previously established by case law. The statute explicitly recognized impact fees as an outgrowth of home-rule power, while imposing minimum procedural and substantive safeguards.[12]

The Florida Impact Fee Act: A Statewide Framework

The Florida Impact Fee Act established statewide rules for how local governments adopt, calculate, collect, and administer impact fees.[13] Impact fees are considered to be regulatory fees rather than general taxes. They must be proportionate, tied to growth-related capital needs, and cannot fund operations or unrelated purposes.[14] The Legislature's intent is to preserve local discretion while ensuring minimum procedural and substantive safeguards given the scale and fiscal importance of these fees.[15]

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[11] The James Madison Institute & DeVoe L. Moore Center, 'Assessing Florida Local Government Impact Fees: 2024–2025' (Apr. 2025).

[12] Florida Impact Fee Act, §163.31801, Fla. Stat. (Online Sunshine; Florida Senate 2025).

[13] Florida Senate, 'Chapter 163 Section 31801—Impact fees; short title; intent; minimum requirements; audits; challenges,' 2025 Florida Statutes (Title XI, Ch. 163), accessed January 22, 2026.

Online Sunshine (Florida Legislature), '§163.31801—Impact fees; short title; intent; minimum requirements; audits; challenges,' accessed January 22, 2026.

Florida Housing Finance Corporation, 'Overview of Impact Fees and Affordable Housing' (October 2017).

Florida House of Representatives, '2015 Statutes 0163.31801' (historical text); and Justia Law, 'Florida Statutes § 163.31801 (2020).'

[14] Robert C. Volpe, 'Impact Fees: The Constitutional Dimension—The Evolving Law on Impact Fees,' presentation to the Florida Association of County Attorneys, Midyear CLE Seminar (November 18, 2021).

[15] Florida Senate, 'Chapter 163 Section 31801—Impact fees; short title; intent; minimum requirements; audits; challenges,' 2025 Florida Statutes (Title XI, Ch. 163), accessed January 22, 2026.

Online Sunshine (Florida Legislature), '§163.31801—Impact fees; short title; intent; minimum requirements; audits; challenges,' accessed January 22, 2026.

Florida Housing Finance Corporation, 'Overview of Impact Fees and Affordable Housing' (October 2017).

Florida House of Representatives, '2015 Statutes 0163.31801' (historical text); and Justia Law, 'Florida Statutes § 163.31801 (2020).'

Definition of 'Infrastructure' and Allowable Uses

The Act limits the use of impact fees to 'infrastructure' and the costs directly associated with developing it, such as:

- the construction, reconstruction, or improvement of public facilities with a useful life of at least five years;
- land acquisition and land improvements related to the facility;
- design, engineering, and permitting costs; and
- other construction-related expenses required to bring the facility into operation.

Impact fees may not be used for repairs, maintenance, or any other recurring or operational costs.

Under the Act, 'infrastructure' is defined as a *fixed capital outlay* that meets all of the following criteria:

- **Capital in nature:** it creates or expands a physical asset, rather than funding ongoing services or programs.
- **Long useful life:** the asset typically has a life expectancy of five years or more.
- **Non-recurring cost:** it represents a one-time or infrequent expenditure, not an ongoing or repetitive cost.
- **Capacity-creating or capacity-expanding:** it adds new public facility capacity or significantly increases existing capacity. Impact fees cannot be used to provide a higher level of service than that provided to existing development, or to remedy existing deficiencies that are unrelated to new growth.

Definition of Public Facilities

The Act cross-references §163.3164 and further clarifies eligible facilities. In practice, Florida allows impact fees for the following categories of public facilities, when justified by growth. Tables 4-6 below summarize eligible and ineligible categories of public facilities relevant to transportation, police service, and parks and recreation.[16]

[16] Florida Community Planning Act, §163.3164, Fla. Stat.

Transportation (Table 4)	
Eligible	**Ineligible**
▪ Roads and bridges ▪ Intersections and interchange improvements ▪ Traffic signals and turn lanes ▪ Transit facilities (bus terminals, park-and-ride) ▪ Mobility infrastructure replacing traditional road impact fees (where adopted)	▪ Must add capacity, not just resurface or maintain ▪ Cannot fund routine maintenance or operations

Parks and Recreation (Table 5)	
Eligible	**Ineligible**
▪ Recreation centers ▪ Athletic fields ▪ Greenways and trails ▪ Land acquisition for parks	▪ Programming ▪ Event staffing ▪ Routine maintenance

Police Service (Table 6)	
Eligible	**Ineligible**
▪ Police stations and substations ▪ Sheriff's office facilities ▪ Evidence facilities ▪ Police vehicles (when growth-related) ▪ Equipment to outfit vehicles (radios, cages, etc.)	▪ Salaries ▪ Fuel ▪ Routine fleet replacement

Florida's Dual Rational Nexus Test for Impact Fees

Under Florida law, the legitimacy of impact fees is determined by the dual rational nexus test, which consists of two distinct and independent components: the Growth (Need) Nexus and the Benefit (Proportionality) Nexus.

Growth (Need) Nexus

The first component requires that new development directly creates the need for additional public facilities. In other words, there must be a clear causal link between the growth generated by development and the necessity for new infrastructure or services. This test asks: Would this facility be needed but for the new development? Importantly, impact fees

cannot be used to address existing deficiencies or to remedy historic under-investment in public infrastructure.

Demonstration of the growth nexus typically relies on the most recent, localized data, which may include:

- Population projections
- Level-of-service standards
- Call-for-service ratios (for police facilities)
- Trip generation or capacity models (for transportation infrastructure)
- Demand curves tied to new units or square footage

For example, if new residential developments lead to an increase in police call-outs, necessitating additional patrol vehicles for service in new zones, this would establish a growth nexus. Conversely, replacing outdated vehicles purely due to age, without a connection to growth, would fail this test. Impact fee-setting methodologies often fall short when they rely solely on general growth trends, rather than quantifying how much growth is occurring and specifically how it drives demand for new facilities. Courts require precise data: general statements like "growth increases demand for services" are insufficient. Instead, the Town must demonstrate that a particular amount of growth necessitates a particular increase in capacity.

Benefit (Proportionality) Nexus

The second component ensures that the development paying the impact fee receives a benefit that is proportionate to its share of the demand and the capacity provided. This test is designed to ensure fairness and to prevent impact fees from being used as a general revenue tool. The benefit must be measured by:

- Reasonable geographic proximity to the facility, or
- Functional service to the development, or
- A systemwide benefit that is directly tied to the development's usage

For instance, it is acceptable to use road impact fees from new housing to fund regional road improvements that will serve those developments. However, using such fees to fund facilities serving unrelated areas would not pass the benefit test. Courts closely examine whether fees are proportionate to demand and are critical of flat fees not linked to actual usage, over-collection, or funding excess capacity beyond what is needed for growth.

Three Eligibility Filters

Each investment funded by impact fees must pass through three eligibility filters:

1. Capital Test: The expenditure must qualify as a fixed capital outlay. If an investment is not capital in nature, the nexus analysis does not proceed, as impact fees must remain regulatory fees, not taxes. Courts do not consider whether operational costs benefit growth; they simply disallow such uses.

2. Growth Nexus Test: As described above, this establishes that growth is the direct cause of the need for additional facilities.
3. Benefit Nexus Test: As described above, this ensures that the charge is fair and proportionate to the benefit received by the development.

Failure to meet any one of these filters renders the expenditure legally vulnerable to challenge.

Procedural Requirements and Legal Standards

Each element of the dual rational nexus test is independent and mandatory. Florida does not permit a strong showing on one element, such as substantial benefit, to compensate for a weak showing on another, such as growth nexus. Courts also do not accept policy justifications or "close enough" reasoning in place of hard data. A demonstrated-need study must be completed within the 12 months preceding the adoption or increase of an impact fee, and, in cases where phase-in limitations are exceeded, must explicitly demonstrate the extraordinary circumstances justifying such action.

These judicial requirements, first established in Hollywood, Inc. v. Broward County and later affirmed in St. Johns County and Volusia v. Aberdeen, are codified in and enforced through Section 163.31801 of the Florida Statutes. In any legal action challenging an impact fee, the burden of proof rests with the government, which must demonstrate compliance by a preponderance of the evidence. Courts are not permitted to apply a deferential standard to government justifications, ensuring that each expenditure strictly adheres to the statutory nexus and proportionality requirements.

Recent Reforms

Recent reforms to the Florida Impact Fee Act have fundamentally shifted the state's approach to impact fees, moving from a primarily court-driven system to a detailed and highly regulated statutory framework. These legislative changes have brought about increased transparency and predictability, imposed a higher evidentiary burden on local governments, and constrained fiscal flexibility, emphasizing greater affordability and uniformity. Consequently, Florida now maintains one of the strictest and most frequently litigated impact fee regimes in the United States.

Between 2009 and 2011, the Legislature amended §163.31801 to clarify and reinforce procedural requirements for impact fees. Notable reforms included a mandatory 90-day notice period prior to adopting or increasing an impact fee, the explicit requirement for separate accounting of impact fee revenues, limits on administrative charges to actual incurred costs, and the submission of audit affidavits to verify statutory compliance. More recent amendments introduced caps on fee increases, prohibiting any rise above 50%, and mandated phased implementation of larger increases over several years. Additionally, local governments must now provide stricter demonstrations of need for substantial adjustments, balancing affordability concerns with the statute's core nexus and transparency principles. Collectively, these reforms have led to more standardized methodologies and limited large,

sudden fee increases, all while safeguarding essential nexus and proportionality requirements.

In 2021, further major reforms were enacted, sharply restricting the frequency and magnitude of impact fee increases. Local governments are now permitted to raise fees only once every four years: increases of up to 25% must be phased in over two years, those between 25% and 50% over four years, and increases above 50% are prohibited unless justified by extraordinary circumstances. Such exceptions require rigorous analysis and must be based on significant construction cost inflation, unanticipated population growth, or urgent public safety or utility needs. These measures reflect a legislative emphasis on housing affordability and tighter constraints on development costs.

Since 2021, the Legislature has only permitted impact fee increases above the standard limits where extraordinary circumstances are clearly substantiated through comprehensive analysis, examples include pronounced construction cost increases, rapid population growth beyond forecasts, or pressing needs for additional public safety or utility infrastructure.

Looking ahead, the 2025 legislative proposal CS/HB 665 (though it did not progress past committee) sought to introduce even stricter requirements. It would have mandated demonstrated-need studies based on plan-based methodologies before any fee increase and set further limits on the conditions under which development permits could be processed.

Bay Harbor Islands Impact Fees

Overview and Legal Framework

Like many built-out coastal municipalities in Florida, Bay Harbor Islands relies on development impact fees to ensure that new residential growth pays its fair share of the costs for capital facilities, rather than passing those expenses on to existing residents. Of the three sectors analyzed, Bay Harbor Islands has only implemented impact fees for parks and recreation.

Parks & Recreation Impact Fee

Historical Context and Demographic Change

Bay Harbor Islands was originally developed in the 1940s as a predominately retirement and short-term visitor community, with residents primarily seeking passive recreation, waterfront access, and leisure activities. As a result, the initial planning did not place emphasis on active recreational facilities such as sports fields. Over time, however, the town has experienced significant demographic shifts. The average age of residents declined from 60.7 years in 1970 to 41.7 years by 2000, and currently, around 18% of the population is under 18, with only 23% aged over 65. These changes mirror broader trends seen across Southeast Florida, leading to increased demand for parks, open spaces, and a wider array of recreational amenities.

Establishment of the Parks and Recreation Impact Fee

To address evolving community needs, the Town implemented a Parks and Recreation Impact Fee in 1989. This fee was grounded in facility-based Level of Service (LOS) standards, which were detailed in the Comprehensive Plan and reaffirmed through Ordinance No. 784. The LOS standards specify requirements such as one tennis court per 4,000 residents aged 12–60, one lighted baseball field per 6,000 residents aged 10–40, and one tot lot per 500 children aged 3–12. This approach prioritizes the provision of specific facilities rather than a set acreage per capita, which is particularly suited to the built-out and land-constrained character of the town.

The Town's Local Park Impact Fee Ordinance, codified in Chapter 15 (Parks and Recreation), Section 15-6 of the Bay Harbor Islands Code of Ordinances, was enacted by Ordinance No. 784 on 14/11/2005. The ordinance is organized into subsections (§15-6.1 through §15-6.13) and outlines the framework for calculation, collection, and administration of park impact fees. This ensures that costs for new capital facilities are fairly allocated to new residential growth, in line with both the town's demographic realities and statutory requirements for rational nexus and proportionality.

Section §15-6.1 defines the ordinance's intent, scope, and when and to whom the fee applies. Section §15-6.9 further clarifies the imposition of fees on new development. For consistency, Section §15-6.2 adopts the definitions set out in Miami-Dade County's Park Impact Fee Ordinance, unless otherwise specified, ensuring alignment with the county's broader park impact framework.

Fee Calculation Methodology

Section §15-6.10 specifies that the park impact fee is determined based on the facility-based LOS standards set out in the ordinance and supporting resolutions. Rather than fixing the fee in the ordinance, the specific amount is set by Town Council resolution. Following a 2005 staff study, the fee was set at $882.17 per new dwelling unit. At the time, the calculation method tied closely to the Comprehensive Plan's LOS criteria, directly linking population growth to capital improvements, thus fulfilling Florida's rational nexus requirements and minimizing legal risk. The fee was calculated by dividing the estimated total capital cost of park improvements ($4,275,000, including land and development) by the theoretical build-out of 4,846 dwelling units, resulting in the $882.17 fee per unit. The fee has since been updated and is currently $1,715.64 for each new dwelling unit. Payment is due upon issuance of a building permit, as required by both Section §15-6.5 and Florida's Impact Fee Act.

Administration, Accounting, and Use of Funds

The ordinance provides that the park impact fee is "additional to all others" (§15-6.6) and does not substitute for other development charges. Section §15-6.7 allows for an administrative fee to cover program costs. Use of fee revenues is restricted by §15-6.8, which requires that funds be placed in dedicated Town accounts and used solely for capital improvements aligned with LOS needs. This is reflected in the Town's adopted budget, which maintains a Park Impact Fee Fund to track these revenues and related expenditures.

Alternatives to fee payment are also provided: Section §15-6.11 permits land dedications that further parks objectives in accordance with LOS and Comprehensive Plan requirements; Section §15-6.12 allows for park facility construction in lieu of fee payment, subject to Town approval and compliance with ordinance standards. Section §15-6.13 oversees program implementation, coordinating revenues, capital planning, and facility provision to match development pace.

Compliance with Florida Law

The ordinance is designed to comply with the Florida Impact Fee Act and the dual rational nexus test, ensuring a reasonable connection between new development, the need for new capital facilities, and the benefit to those developments. Basing the fee on LOS standards, collecting at the building permit stage, and restricting expenditure to capital improvements ensures alignment with these legal requirements.

APPENDIX B: METHODOLOGY

Impact fees are charges imposed on new development to help pay for infrastructure needed to serve that growth. These fees ensure that those responsible for the increased demand for services contribute to their costs, rather than placing the financial burden on existing residents through elevated taxes. This approach helps maintain equitable tax rates and stabilizes property values. The proposed methodology for Bay Harbor Islands has six steps illustrated in Figure 1 below.

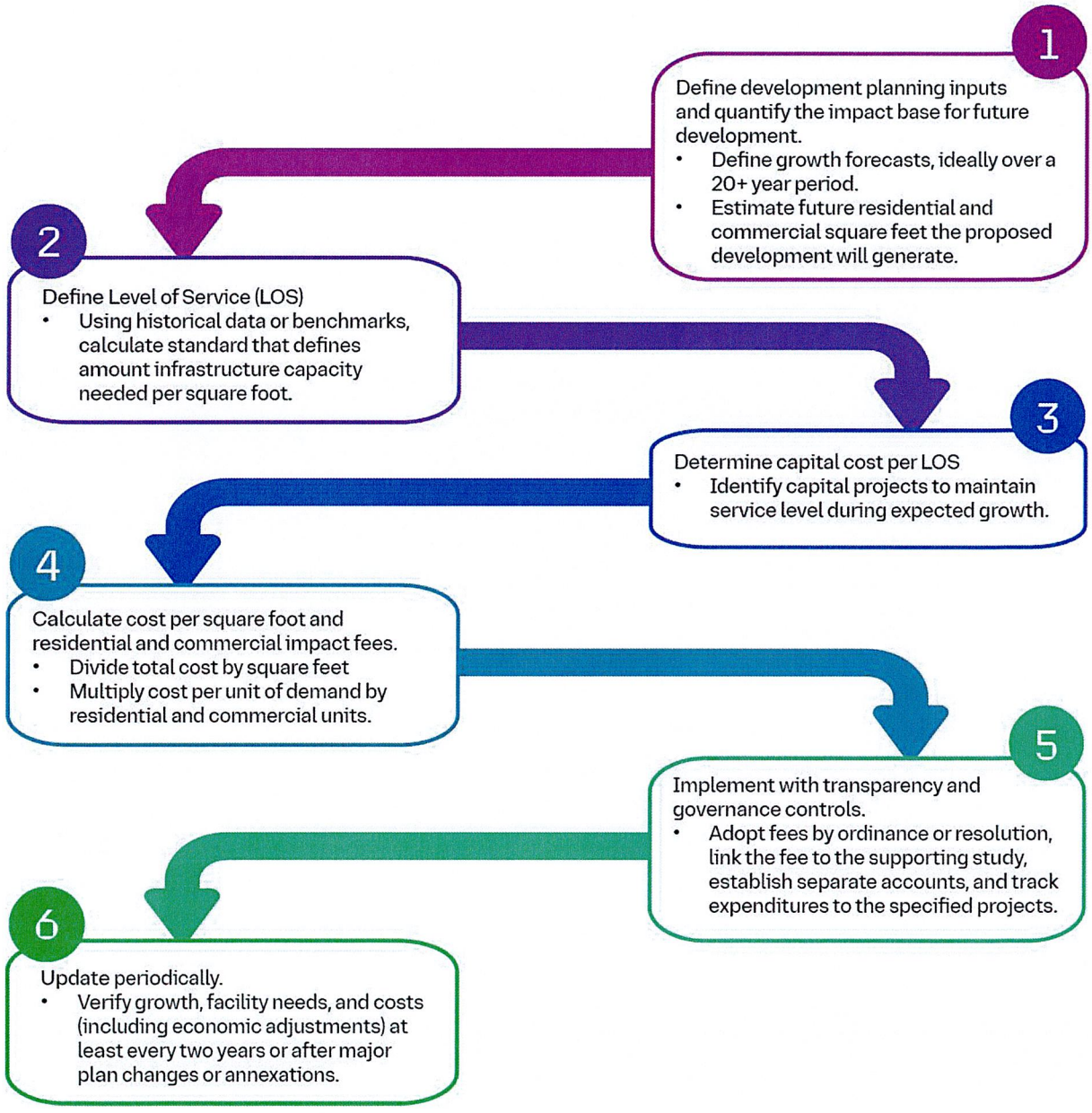

Figure 1: Proposed six-step methodology

The impact fee methodology is structured to ensure that new developments contribute an equitable share toward the costs of public infrastructure required to accommodate growth. The initial phase involves identifying specific development projects that will generate growth-related impacts, quantifying a unit of demand to serve as the impact base, and forecasting changes in this demand over time. For the Town's impact fees, commercial and residential square footage are utilized as units of demand, projected across a 50-year horizon alongside anticipated changes in population and development units.

The second phase entails establishing Levels of Service (LOS) standards for police, transportation, and parks and recreation. LOS standards delineate the necessary infrastructure capacity per unit of demand (for example, residents or dwelling units). These benchmarks are derived from historical service levels, adopted policy objectives, or industry standards, reflecting the community's expectations for quality of service. Defining the LOS ensures that impact fees finance infrastructure sufficient to uphold, but not exceed, existing service levels. In Bay Harbor Islands, one LOS standard is proposed per service category, primarily informed by available longitudinal data.

Subsequently, the third phase calculates the capital cost per LOS to support projected growth. Capital costs are estimated using multiple sources, including analysis of the Town's Capital Improvement Program (CIP) and estimates needed to preserve the current LOS under growth projections. These expenses are modelled over a 50-year period and discounted to present value for fee estimation purposes.

Next, the fourth phase computes the per-square-foot capital cost for each service area. Costs necessary to maintain established LOS are divided by the total square footage anticipated under the growth scenario. CIP project capital costs are apportioned across both new and existing residential and commercial square footage. The resulting figures are multiplied by dwelling unit sizes to determine residential impact fees, while commercial impact fees are calculated on a per-unit basis for application to the square footage of each commercial establishment.

To operationalize these steps, an Excel-based dynamic model ("the model") was developed to estimate impact fees for police, transportation, and parks and recreation services. Subsequent sections detail the results produced by this methodology based on model outputs.

Finally, the methodology emphasizes sound implementation, transparency, and ongoing governance. Impact fees are formally adopted by ordinance or resolution, with explicit reference to the underlying study. To preserve accuracy and equity over time, regular reviews and updates to impact fees are recommended, including revised growth forecasts, facility requirements, and project costs, ideally coordinated with the CIP and budget processes, and conducted at least biennially or following significant plan amendments or annexations.

1 Step 1. Development Planning Inputs

The Capital Improvements Costs Analysis for this Impact Fee Study examined 23 selected developments to estimate their impact. Most are classified as "large" multi-family

projects, with a few labelled as "medium." Only one commercial "mixed-use" project was included. These developments vary in size, from five up to 77 dwelling units, and square footage ranges from 2,290 for medium homes to 5,145 for large ones. Construction timelines are approximate, with most projects expected to finish between 2027 and 2031. Altogether, these developments are anticipated to provide 424 new dwelling units and roughly 1,486 residents, adding over 1.5 million square feet of development to the region.

These projects were entered into a model to forecast growth impacts using historical demographic data. The model includes three scenarios: base case with no development (S1), development growth (S2), and development plus organic growth (S3). Based on physical limitations, historically slow growth rates, and deliberate urban planning, the Town's proposed impact fees rely on S2, which excludes organic population increases. Table 7 below outlines the primary growth assumptions for each scenario.

Table 7: Growth assumptions across three scenarios

Assumption	Units	Scenario 1 – Base Case	Scenario 2 – Development Growth	Scenario 3 – Development & Organic Growth
Baseline Period Start	Year	2020	2020	2020
Baseline Period End	Year	2025	2025	2025
Projection Year Start	Year	2026	2026	2026
Development Useful Life	Number	50	50	50
Projection Year End	Year	2081	2081	2081
Projection Period	Number	55	55	55
Planned Growth Switch		No	Yes	Yes
Population				
Organic	Percent	0.00%	0.00%	0.08%
Planned	Percent	0.00%	0.00%	0.00%
Real Estate				
Residential				
Organic	Percent	0.0%	0.00%	0.59%
Planned	Percent	0.0%	0.00%	0.00%
Commercial				
Organic	Percent	0.0%	0.00%	13.96%
Planned	Percent	0.0%	0.00%	0.00%
Police				
Calls for service per person	Percent	5.6%	5.6%	5.6%
Transportation				
Main Thoroughfare	Percent	0.0%	0.0%	0.0%

Table 7 outlines principal assumptions across three scenarios: Base Case, Development Growth, and Development and Organic Growth. Each scenario incorporates a common baseline period (2020–2025), followed by projections extending through 2081, with a development horizon of 50 years. Planned growth is factored only into Scenarios 2 and 3.

Both population and property figures are distinguished between organic and planned growth, with Scenario 3 reflecting modest organic increases and a substantial expansion in commercial real estate, consistent with historical growth rates. Demand for police services increases by 5.7 percent during development across all scenarios, and transportation on the main thoroughfare does not change. The table facilitates a clear comparison of projected changes in population, real estate, police service, and transportation under varying growth frameworks.

According to these assumptions, the population is projected to grow from 5,815 in 2025 to 7,301 by 2032, representing an approximate increase of 25 percent. Additional residents are estimated using a historical average household density of 3.5 persons per household. The accompanying graph (Figure 2) presents trends in population and household counts through 2050.

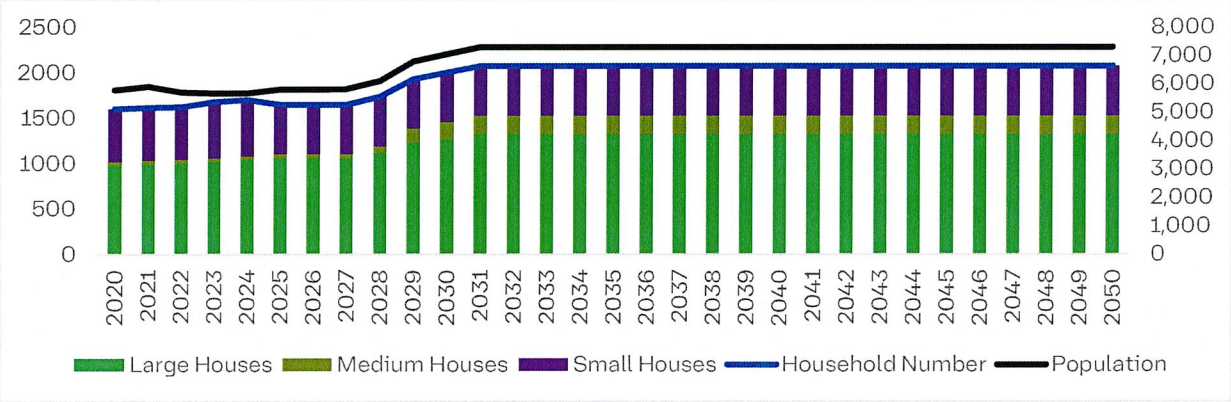

Figure 2: Projected population and household growth

The graph above (Figure 2) indicates a marked increase in population during 2028 and 2029, with growth figures exceeding 300 and subsequently 680 individuals, attributable to the introduction of new residential developments. Concurrently, the number of households is projected to expand from 1,651 in 2025 to 2,074 in 2032, with the most significant growth observed among medium and large households, particularly between 2028 and 2031.

The total area designated for residential developments is projected to increase significantly, rising from 4,868,327 square feet in 2025 to 6,347,887 square feet by 2032. This growth is largely attributed to planned, large-scale projects, with significant expansions anticipated in 2029 and 2030. Medium and large development categories are consistent drivers of the overall addition of 1,479,560 square feet, reflecting an ongoing focus on substantial housing initiatives that align with forecasted increases in population and households. The commercial sector is also expected to expand, with allocated space increasing from 574,433 square feet in 2026 to 621,171 square feet beginning in 2027. By 2032, the cumulative absorption of planned commercial and residential areas is estimated at 1,526,298 new square feet, which will comprise approximately 22 percent of the total projected area of 6,969,058 square feet for that year. Table 8 below provides a summary of the projected changes in residential and commercial square footage through 2032, serving as the primary

basis for estimating growth impacts in this analysis. It is assumed that these figures will stabilize beyond this period.

Table 8: Projected growth in residential and commercial square footage

Growth Projections	2025	2026	2027	2028	2029	2030	2031	2032
Total	5,442,760	5,442,760	5,489,498	5,807,214	6,537,020	6,710,600	6,969,058	6,969,058
Planned	-	-	46,738	364,454	1,094,260	1,267,840	1,526,298	1,526,298
Residential	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**
Area	4,868,327	4,868,327	4,868,327	5,186,043	5,915,849	6,089,429	6,347,887	6,347,887
Planned	-	-	-	317,716	1,047,522	1,221,102	1,479,560	1,479,560
Large	-	-	-	242,685	778,631	874,399	1,111,165	1,111,165
Medium	-	-	-	75,031	268,891	346,703	368,396	368,396
Organic	4,868,327	4,868,327	4,868,327	4,868,327	4,868,327	4,868,327	4,868,327	4,868,327
Large	4,163,530	4,163,530	4,163,530	4,163,530	4,163,530	4,163,530	4,163,530	4,163,530
Medium	87,790	87,790	87,790	87,790	87,790	87,790	87,790	87,790
Small	617,007	617,007	617,007	617,007	617,007	617,007	617,007	617,007
Commercial	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**
Area	574,433	574,433	621,171	621,171	621,171	621,171	621,171	621,171
Planned	-	-	46,738	46,738	46,738	46,738	46,738	46,738
Organic	574,433	574,433	574,433	574,433	574,433	574,433	574,433	574,433

Additionally, the model forecasts an annual increment of 513,502 trips resulting from both residential and commercial developments, supplementing existing bridge traffic, which is anticipated to rise from approximately 9.5 million vehicles in 2025 to 10.1 million by 2031. The following graph (Figure 3) illustrates the projected increase in trips associated with new developments, under the assumption of zero percent organic growth.



Figure 3: Projected trips associated with new developments under 0% growth assumption

As the Town lacks historical vehicle or resident data, these estimates rely on reference information and may underestimate actual impact. However, they provide a baseline for future data collection and updates to the impact fee.

2 Step 2. Define Level of Service (LOS)

A single level of service (LOS) is proposed for each service evaluated in this impact fee study. These include calls for service per capita for police, vehicle trips per unit of bridge surface area for transportation (a proxy for congestion), and acres of parks and recreation space per 1,000 residents for parks and recreation. Each LOS is described below.

Police LOS

Calls for service per capita is a practical metric for police Level of Service, directly linking population growth to demand. Unlike crime rates, it captures all police activities, emergencies, quality-of-life concerns, traffic incidents, welfare checks, and other non-emergency activities. Using this metric ensures infrastructure planning reflects real police workload and establishes a clear relationship between population and demand. As population grows, calls for service will likely increase proportionally. The per person approach allows accurate forecasting, so new development funds the necessary capacity to maintain response time and coverage.

The Police LOS in the Town of Bay Harbor is 6 calls for service per capita in 2026. Calls for service drive police manpower and capital needs. Maintaining that LOS in the growth scenario will require investments to increase police capacity by six officers and their corresponding equipment and infrastructure. The graph below (Figure 4) shows how the Police LOS stays just on par with population increase.

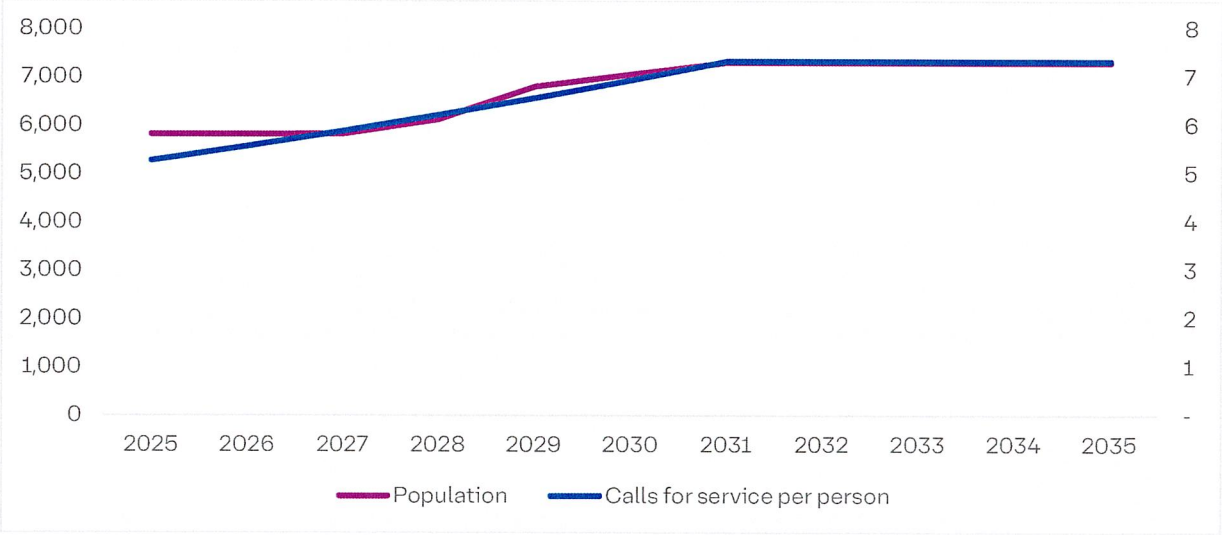

Figure 4: Police LOS illustrated by calls for service per capita

Transportation LOS

Trips per unit of bridge surface area links new development to needed capital improvements. As new development generates additional traffic, bridges experience increased strain—especially where they serve as primary routes and constrain overall network capacity. In Bay Harbor Islands, bridge replacement is urgently needed. The Broad Causeway Bridge, constructed in 1951, is structurally deficient and functionally obsolete. It has received a rating of 11.1 out of 100 from FDOT due to significant structural deficiencies. A modern bridge would reduce annual usage from 77 trips per square foot of deck area to 26. While this study excludes replacement costs for these specific bridges, it is vital to estimate expenses to maintain the improved LOS so new residents fund their share of bridge impacts. The graph below (Figure 5) illustrates a theoretical scenario where a modern bridge would meet the needs of existing and planned trips by 2033.

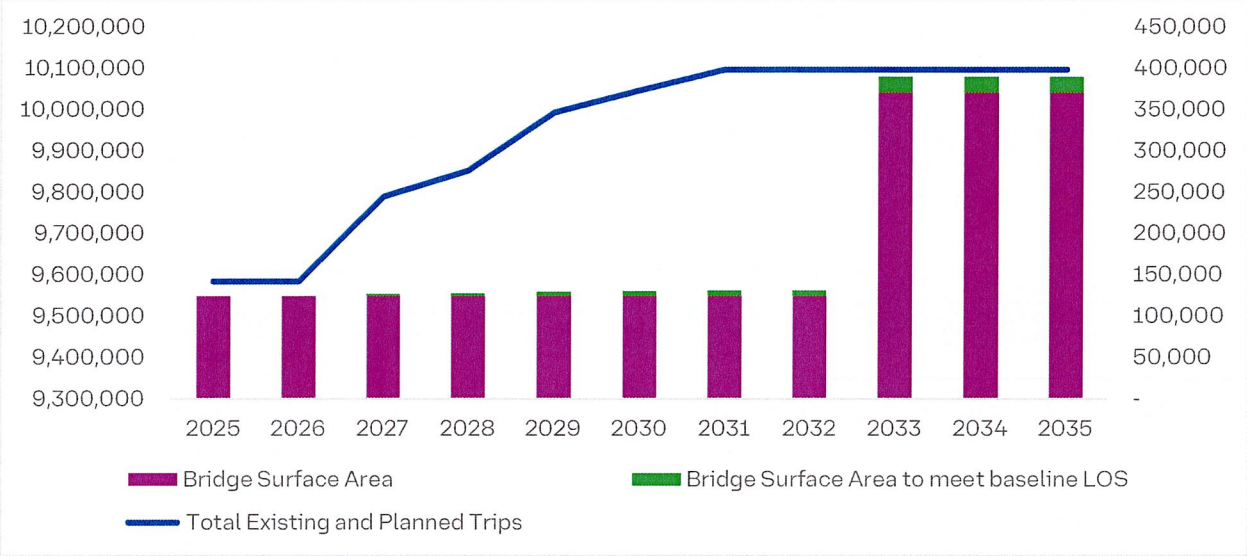

Figure 5: Transportation LOS illustrated by trips per deck area

Parks and Recreation LOS

Land acquisition and development constitute the primary and most consistent cost driver for parks and recreation systems. The amount of parkland in acres directly correlates with capital expenditures for property purchase, site improvements, and long-term asset replacement. Metrics such as acres per 1,000 residents establish a clear connection between population growth and the requisite expansion of recreational land to ensure adequate facilities and preserve service levels within growing communities. Due to Bay Harbor Islands' limited size of 240 acres and the high value of its real estate, available parks and recreation space has remained restricted. Currently, the Level of Service (LOS) stands at 0.72 acres of parks and recreation space per 1,000 residents. Two new parks are planned, which will increase the LOS to 1.08 acres per 1,000 residents. This study provides an estimate of expenses necessary to secure additional acreage required to sustain this LOS as new residential units are absorbed. The graph below (Figure 6) demonstrates the acreage needed to uphold the baseline LOS of 1.08 beginning in 2033.

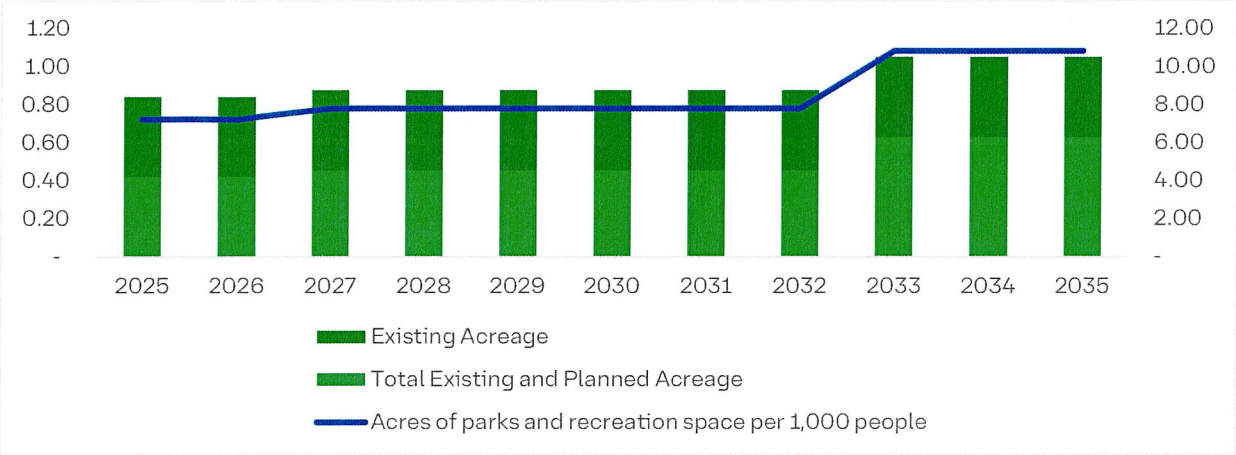

Figure 6: Parks and Recreation acreage required to maintain baseline LOS

3 Step 3. Determine capital cost per LOS

The Town's Capital Improvement Plan includes a Police Complex (part of the new Town Hall), partially funded by the police impact fee. The incremental costs to maintain levels of service (LOS) after planned developments are estimated based on agreed upon cost assumptions. All capital expenses are depreciated based on useful life and forecasted for the 50 years of the useful life of planned developments. The sum of expenses are then discounted using a discount rate equal to 4.6 percent, per the Federal Reserve 30-year bond rate on 1/15/26. Costs for each service follow.

Police capital cost per LOS

The Town of Bay Harbor is undertaking the construction of a new town hall, which will feature a 93,000 square foot police complex. The facility is designed to accommodate areas for records management, communications, booking, holding, canine units, evidence storage, staff-only zones, fitness facilities, a training center, an emergency operations room, administrative offices, parking, UAS launch operations, and amenities focused on wellness. The projected cost for the police complex is $22.4 million nominally, with a present value of $7.2 million, based on allocating 38 percent of the overall $59 million town hall budget to this component. As both current and future residents stand to benefit from the complex, only the share of costs attributed to new residents from forthcoming developments are factored into the impact fee.

To sustain a service standard of six calls for service per resident through 2032, the Town must employ six additional police officers and supply equipment including five vehicles equipped with emergency lighting and radios, a police boat with a lift, and a mobile command unit. The estimated expense for these enhancements is $6.6 million nominally, or $2.5 million in present value, calculated from unit costs and expected useful lifespans. As these investments are necessary to maintain the existing level of service, the full amount is incorporated into the impact fee.

The capital expenditures included in the impact fee study are detailed in the accompanying table below (Table 9). The table specifies the unit cost and useful life provided by the Town, the annual cost of each capital asset based on its useful life, and the total nominal and present value expenditures across the 50-year useful life of the planned developments.

Table 9: Capital expenditures included in the impact fee study

	Fixed-Asset	Unit Cost	Useful Life	Yearly Costs, in nominal $	Total Costs, in nominal $	Total Costs, in present value $
1	Police Boat & Boat Lift	150,000	10	15,000	750,000	277,660
2	VEH #508 (PSA) - 2025 Ford Explorer XC5524	55,944	5	11,189	559,440	216,691
3	VEH #507 (PSA)- 2025 Ford Explorer XC5523	46,620	5	9,324	466,200	180,576
4	VEH #403 - 2024 Chevrolet Silverado XL9038	61,680	5	12,336	616,800	238,909
5	Police Vehicle 4	78,000	5	15,600	780,000	288,766
6	Police Vehicle 5	78,000	5	15,600	780,000	288,766
7	Mobile Command Unit	385,000	10	38,500	1,925,000	745,621
8	Patrol Emergency Lighting and Installation	50,000	5	10,000	500,000	193,668
9	Vehicle Radio Systems-Replacement Program	23,500	5	4,700	235,000	91,024
10	Police Resilient Complex	22,395,918	50	447,918	22,395,918	7,239,600
	Total				29,008,358	9,761,281

Transportation capital cost per LOS

According to projected development assumptions, Bay Harbor Islands could see a rise in traffic as early as 2027 due to increased commercial activity resulting in approximately 205,000 additional trips each year. Residential traffic is projected to grow by about 309,000 trips annually. These projections use conservative estimates based on average daily traffic figures. Due to limited data, the calculations assume that every new household will make two trips per day, while each 1,000 square feet of new commercial space on East Island will generate around 12 trips daily. Table 10 below outlines these assumptions in detail.

Table 10: Assumptions for annual average daily traffic

Assumption	Unit	Estimate
Annual Average Daily Traffic		
Residential	AADT/Household	730.00 (annually)
Trips	Number	2.00 (daily)
Vehicles	Number	1.00
Commercial	AADT/1,000 Sq. Ft.	4,380.00 (annually)
Trips	Number	1.00 (daily)
Vehicles	Number	12.00

The LOS metric of trips per square foot of bridge deck area is intended to be a proxy for congestion inbounds, outbounds, and within Bay Harbor Islands' street network. If trips exceed the bridges' capacity for throughput, the result is congestion that reduces mobility, hinders economic activity, creates localized air pollution, and presents safety issues for motorists, pedestrians, and micromobility users. Based on the weighted average per-square-foot replacement cost of the Town's bridges, additional trips associated with development-driven population growth are monetized into a dollar impact that the Town would need to invest in enhanced transportation infrastructure that would maintain existing mobility levels.

Given the outlined assumptions and planned residential and commercial projects, approximately 19,849 additional square feet of bridge deck are needed to sustain the level of service (LOS) compared to the baseline scenario. This extra bridge space will be necessary between 2027 and 2033, which aligns with the expected completion dates for both the Broad Causeway Bridge and residential developments. Of the total, roughly 6,700 square feet are required to keep an LOS of 77 trips per square foot, while the remaining 13,100 square feet are needed to preserve an LOS of 26 trips per square foot.

The incremental expense for these additions is estimated at $8.1 million in nominal terms, or $6.1 million in present value. These figures use a unit cost estimate of $408.68 per square foot of bridge deck, which is based on the weighted average costs provided by the Town for planned construction. Table 11 below details unit costs, the area required to maintain LOS, and the total associated costs in both nominal and present value terms.

Table 11: Estimated cost to maintain Transportation LOS

Cost to maintain LOS	Unit Cost	Units Required	Total Costs, in nominal $	Total Costs, in present value $
Incremental Cost to meet LOS	$408.68/Sq.Ft	19,849 Sq.Ft.	8,112,055	6,095,120

Parks and Recreation capital cost per LOS

The Town is planning to build two new parks—Gateway Park and Broad Causeway Park—which would raise the parks and recreation level of service (LOS) from 0.72 acres per 1,000 residents in 2026, to 0.78 acres in 2028, and up to 1.08 acres by 2033. To maintain the targeted LOS as the population grows, Bay Harbor Islands may need to begin investing additional funds as soon as 2028, driven by an anticipated increase of about 300 residents that year.

Based on these plans and assumptions—including forthcoming residential and commercial projects—the Town would require approximately 1.61 more acres of park and recreation space to keep LOS consistent with the baseline scenario. This extra acreage is expected to be needed between 2028 and 2033, which aligns with the projected completion dates for both parks.

The estimated cost for these park additions is $21.4 million in nominal terms, or $16.4 million in today's dollars. These estimates use a unit price of $12.8 million per acre, derived from internal sources based on publicly available data such as industry websites, construction cost manuals, and institutional references. All pricing reflects values as of February 2, 2026,

unless otherwise noted. Basketball and tennis court costs were calculated using regulatory standards (like ICC Building Valuation Data), recognized industry databases (such as Gordian/RSMeans), and current contractor prices from sites like HomeGuide, Angi, and Estimator Florida. These sources provide regionally adjusted figures that account for site preparation, construction, amenities, resurfacing, and long-term maintenance.

The estimates[17] were developed by comparing multiple sources, benchmarking published costs, and using professional judgment based on standard construction practices. They assume typical site conditions, conventional methods, code-compliant designs, and standard finishes. Project-specific variables like unusual subsurface conditions, site constraints, accelerated schedules, market volatility, escalation, procurement strategies, or owner-driven enhancements are excluded. Cost ranges reflect variability in labor, materials, regional markets, and project complexity. Table 12 below outlines these assumptions in detail.

Table 12: Parks and Recreation LOS assumptions and cost estimates

Assumption[18]	Unit	Estimate
Development Cost	$/Acre/Year	12,791,503
Land Value	$/Acre/Year	10,890,000
January 2026 Comps for standard non-waterfront parcels in Bay Harbor Islands	$/Sq. Ft.	250
Facilities	$/Acre/Year	1,901,503
Average	$/10,000 Sq. Ft.	436,525
Tennis Courts	$/10,000 Sq. Ft.	251,800
Basketball Courts	$/10,000 Sq. Ft.	230,420
Average life	Years	25

(Continued on next page)

[17] These figures are intended for planning-level and comparative analysis purposes only and should not be interpreted as bid pricing or final construction costs. Should a higher level of accuracy be required, including detailed quantity takeoffs, project-specific assumptions, and market-validated unit pricing, AtkinsRéalis can engage its professional cost estimation team to prepare a formal construction cost estimate consistent with industry standards and best practices.

[18] LandSearch (https://www.landsearch.com), Realtor.com (https://www.realtor.com), and Zillow (https://www.zillow.com). International Code Council (ICC), https://www.iccsafe.org/products-and-services/i-codes/code-development-process/building-valuation-data/; Nassau County, Florida, *ICC Building Valuation Data—August 2025*, https://www.nassaucountyfl.com/DocumentCenter/View/27251/ICC-Building-Valuation-Data---August-2025; HomeGuide, https://homeguide.com/costs/tennis-court-cost; Well Built Florida, https://wellbuiltflorida.com/tennis-court-construction-cost-2; Angi, https://www.angi.com/nearme/tennis-court-contractors; Estimator Florida, https://estimatorflorida.com, https://estimatorflorida.com/cost-to-build-a-tennis-court/, and https://estimatorflorida.com/how-much-does-it-cost-to-resurface-a-tennis-court/; Builds and Buys, https://buildsandbuys.com/sports-court-cost-guide/; Enduria Structures, https://www.enduriastructures.com/pavilions/pavilion-kits/; Park Tables, https://www.parktables.com; Gordian (RSMeans), https://www.gordian.com.

Assumption[18]	Unit	Estimate
Low end		
Tennis Courts	$/10,000 Sq. Ft.	251,800
Basketball Courts	$/10,000 Sq. Ft.	230,420
High end		
Tennis Courts	$/10,000 Sq. Ft.	664,200
Basketball Courts	$/10,000 Sq. Ft.	599,680
Facilities Replacement Factor	$/Acre	100,000

Based on these assumptions, the total estimated cost to maintain the LOS is $21.4 million in nominal terms, or $16.4 million in present value. Table 13 below details unit costs, the area required to maintain LOS, and the total associated costs in both nominal and present value terms.

Table 13: Estimated cost to maintain Parks and Recreation LOS

Cost to maintain LOS	Unit Cost	Units Required/ Useful Life	Total Costs, in nominal $	Total Costs, in present value $
Incremental Cost to meet LOS	12,791,503	1.61 acres	21,406,485	16,398,226

4 Step 4. Calculate cost per square foot and residential & commercial impact fees

Based on the previous methodological steps, the formula to calculate Bay Harbor Islands' police, transportation, and parks and recreation impact fees is as follows:

$$\frac{\frac{Future\ Capital\ Cost\ to\ maintain\ LOS}{(1+r)^n}}{Planned\ Commercial\ and\ Residential\ Sq.Ft.} \times Development\ Unit\ Sq.Ft.$$

Where:

Future Capital Cost to Maintain LOS: Represents the estimated expenses needed for capital improvements to uphold the adopted Level of Service (LOS) as the community grows and new developments appear.

r (Discount Rate): The decimal rate used to calculate present value from future costs. It accounts for the time value of money, projected inflation, and the opportunity cost of capital.

n (Time Horizon in Years): Indicates the number of years between now and when the future expense will occur. This determines how much future costs are discounted to present value.

$(1 + r)^n$ (Present Value Discount Factor): This factor is used to convert future costs into present-value dollars by dividing the future cost by it, making costs occurring at different times comparable.

Planned Commercial and Residential Sq. Ft.: The total projected square footage of new commercial and residential development over the planning horizon, used to allocate growth-related capital costs solely to new development.

Development Unit Sq. Ft.: The specific total square footage of the development project being assessed. Multiplying the per-square-foot cost rate by this value determines the capital cost responsibility assigned to that project.

This formula allocates capital costs per square foot to a development project by discounting future infrastructure expenses to present value. It divides these costs among planned commercial and residential space to determine each project's share, which is then multiplied by the unit's size for its total cost responsibility. The application of this formula for each service is presented below.

Police capital cost per unit of demand and impact fee

The formula to calculate Bay Harbor Islands police impact fee is:

$$\sum\left(\frac{\frac{Future\ Capital\ Cost\ to\ maintain\ Calls\ for\ service\ per\ person}{(1+r)^n}}{Planned\ Commercial\ and\ Residential\ Sq.Ft.}\right)+\left(\frac{\frac{Future\ Cost\ of\ Fixed\ Assets}{(1+r)^n}}{Planned\ and\ Existing\ Commercial\ and\ Residential\ Sq.Ft.}\right)\times Development\ Unit\ Sq.Ft.$$

The left portion of the formula accounts for the allocation of new officers required to maintain the LOS, whereas the right portion represents a pro rata share of costs associated with police complex development. Based on current data and assumptions, the specific variables for the 2026 impact fee are:

$$\text{Bay Harbor Islands 2026 Police Impact Fee} = \sum\left(\frac{\frac{\$6{,}612{,}440}{(1.46\%)^{50}}}{1{,}526{,}298\ Sq.Ft.}\right)+\left(\frac{\frac{\$22{,}395{,}918}{(1.46\%)^{50}}}{6{,}969{,}058 Sq.Ft.}\right)\times Development\ Unit\ Sq.Ft.$$

Where, $\frac{\$6{,}612{,}440}{(1.46\%)^{50}}$ is the Future Capital Cost to Maintain Calls for Service per Person in present value and $\frac{\$22{,}395{,}918}{(1.46\%)^{50}}$ is the pro rata share of the police complex costs allocated to new developments, as per Section 0. These variables are divided by $1{,}526{,}298\ Sq.Ft$ which is the Planned Commercial and Residential Sq. Ft and $6{,}969{,}058\ Sq.Ft.$ the Planned and Existing Commercial and Residential Sq. Ft., per Section 0. The result is:

$$\text{Bay Harbor Islands 2026 Police Impact Fee} = \$2.69 \times Development\ Unit\ Sq.Ft.$$

Transportation capital cost per unit of demand and impact fee

The formula to calculate Bay Harbor Islands transportation impact fee is:

$$\frac{\frac{Future\ Capital\ Cost\ to\ maintain\ Trips\ per\ unit\ of\ bridge\ surface\ area}{(1+r)^n}}{Planned\ Commercial\ and\ Residential\ Sq.Ft.}\times Development\ Unit\ Sq.Ft.$$

Based on current data and assumptions, the specific variables for the 2026 impact fee are:

$$\text{Bay Harbor Islands 2026 Transportation Impact Fee} = \frac{\frac{\$\,8{,}112{,}055}{(1.46\%)^{50}}}{1{,}526{,}298\ Sq.Ft.} \times Development\ Unit\ Sq.Ft.$$

Where, $\frac{\$\,8{,}112{,}055}{(1.46\%)^{50}}$ is the Future Capital Cost to Maintain Trips per unit of bridge surface area in present value, as per Section0. This variable is divided by $1{,}526{,}298\ Sq.Ft$ which is the Planned Commercial and Residential Sq. Ft. per Section 0. The result is:

$$\text{Bay Harbor Islands 2026 Transportation Impact Fee} = \$3.99 \times Development\ Unit\ Sq.Ft$$

Parks and Recreation capital cost per unit of demand and impact fee

The formula to calculate Bay Harbor Islands police impact fee is:

$$\frac{\frac{Future\ Capital\ Cost\ to\ maintain\ Acres\ of\ parks\ and\ recreation\ space\ per\ 1{,}000\ people}{(1+r)^n}}{Planned\ Commercial\ and\ Residential\ Sq.Ft.} \times Development\ Unit\ Sq.Ft.$$

Based on current data and assumptions, the specific variables for the 2026 impact fee are:

$$\text{Bay Harbor Islands 2026 Police Impact Fee} = \frac{\frac{\$\,21{,}406{,}485}{(1.46\%)^{50}}}{1{,}526{,}298\ Sq.Ft.} \times Development\ Unit\ Sq.Ft.$$

Where, $\frac{\$\,21{,}406{,}485}{(1.46\%)^{50}}$ is the Future Capital Cost to Maintain Acres of parks and recreation space per 1,000 people in present value, as per Section 0. This variable is divided by $1{,}526{,}298\ Sq.Ft$ which is the Planned,Commercial and Residential Sq. Ft., per Section 0. The result is:

$$\text{Bay Harbor Islands 2026 Parks and Recreation Impact Fee} = \$10.74 \times Development\ Unit\ Sq.Ft.$$

According to Florida law, the Parks and Recreation Impact Fee cannot be increased by more than 50 percent above its current rate, regardless of when it was last updated. Currently, the fee is $1,715.64 for each new dwelling unit and must be paid when a building permit is issued. This means the fee can't be higher than $2,573.46 per new home. This rule applies only to residential impact fees.

5 Step 5. Implement with transparency and governance controls

Successful impact fee programs extend beyond technical calculation and require clear administrative structure and governance to ensure consistent and defensible application over time. Following adoption, impact fees should be embedded within the Town's regulatory and financial systems in a manner that supports accountability, legal defensibility, and ease of administration, with clear linkage to their associated supporting studies that document the relationship between new development, service demand, and required capital improvements.

Adoption instruments should clearly define how and when fees are assessed, the development types to which they apply, and the capital purposes for which revenues may be used. Establishing separate, service-specific accounts for impact fee revenues allows the Town to clearly track collections and expenditures and demonstrate that funds are being

reinvested in facilities necessary to serve new development. This practice supports statutory compliance, simplifies financial reporting, and reinforces public confidence in the program.

Effective implementation also depends on administrative tools and procedures that allow Town staff to apply the fees consistently and respond efficiently to questions from developers, consultants, and the public. Standardized calculation tools, documented assumptions, and clear internal protocols for addressing project-specific circumstances, such as credits, exemptions, or phased development, help reduce ambiguity and limit the potential for disputes as development activity increases.

Equally important is the early establishment of data capture and management systems. Systematically tracking development characteristics, square footage, dwelling units, fee revenues, and funded capital improvements provides a defensible record of program performance and creates the foundation for future updates. Formalizing these practices at implementation positions the Town to manage the impact fee program efficiently while preserving its technical and legal integrity over the long term.

6 Step 6. Update periodically

Over time, changes in development patterns, construction costs, service demands, and capital priorities can affect the relationship between growth and infrastructure needs. To ensure that impact fees remain equitable and proportionate, the Town should periodically evaluate the underlying assumptions, levels of service, and cost inputs used to calculate the fees.

Regular review cycles allow the Town to incorporate updated growth forecasts, refined capital cost estimates, and improved data availability, helping maintain alignment between new development and the infrastructure required to serve it. Coordinating these reviews with the Capital Improvement Program (CIP) and budget process supports integrated decision-making and reduces the administrative burden associated with standalone updates. At a minimum, updates should be considered every two years or following major plan amendments, annexations, or other material changes affecting growth or service provision.

A durable impact fee program is best supported by a repeatable and well-documented update framework, including standardized data inputs, clearly defined methodologies, and established procedures for recalibration. Maintaining these systems over time allows future updates to be completed efficiently and consistently, without requiring a full methodological redesign.

By pairing routine technical updates with strong governance and data management practices, the Town can ensure that its impact fee program continues to function as a transparent, defensible, and predictable tool for managing growth and funding public infrastructure.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ESTABLISHING A POLICE IMPACT FEE SCHEDULE; ADDING SECTION 26-3 ("POLICE IMPACT FEES") TO THE TOWN OF THE BAY HARBOR ISLANDS CODE OF ORDINACES; ADOPTING FINDINGS AND THE IMPACT FEE STUDY; PROVIDING FOR DEFINITIONS, IMPOSITION, COLLECTION, AND USE OF FEES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; 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 Ordinance No. 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: The foregoing recitals are adopted and hereby incorporated as if fully set forth herein .

Section 2: That Section 26-3 of is hereby added to the Town of Bay Harbor Islands Code of Ordinances to be read as set forth in Exhibit "A" (underlined text added).

Section 3: The Town Council hereby adopts the Impact Fee Study dated May 14, 2026, including all findings, assumptions, methodologies, and conclusions contained therein.

Section 4: The Town Council hereby adopts the Police Impact Fee Schedule as set forth in Exhibit "A".

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: 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 June, 2026.

PASSED on Second Reading this ____ day of _____, 2026.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Mayor Isaac Salver	_____
Vice Mayor Stephanie Bruder	_____
Council Member Molly Diallo	_____
Council Member Joshua Fuller	_____
Council Member Eric Rappaport	_____
Council Member Elchonon Shagalov	_____
Council Member Robert Yaffe	_____

_____
ISAAC SALVER
MAYOR

ATTEST:

_____

EVELYN HERBELLO, MMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

MCCARTER ENGLISH, LLP
INTERIM TOWN ATTORNEYS
BY: TANIA CRUZ-GIMENEZ, ESQ.

Exhibit "A"

Sec. 26-3 Police Impact Fee Schedule

(A) This section is adopted pursuant to the home rule powers of the Town and in accordance with Section 163.31801, Florida Statutes. This section is intended to implement the findings and methodologies set forth in the Town's Impact Fee Study dated May 14, 2026, as may be amended from time to time.

(B) For purposes of this section, the following definitions will be applied to the words below:

Development means any construction, expansion, or change in use of a structure or land that generates additional vehicular trips.

Dwelling Unit means a building or portion thereof designed for residential occupancy by one household.

Impact Fee means a charge imposed on new development to fund the capital costs of public facilities necessitated by such development.

(C) The following provides the Police Impact Fee Schedule:

a. Residential Properties:

i. Single Family: $11,943 per dwelling unit

ii. Multi-family: $2,942 per dwelling unit

iii. Condominiums: $11,943 per dwelling unit

iv. Cooperatives: $6,163 per dwelling unit

b. Commercial Properties:

i. $2.69 per square foot

(D) All police impact fee revenues shall be deposited into a separate account.

(E) Funds shall be used exclusively for police department utilization.

(F) Funds shall be expended in a manner that ensures a reasonable connection between the fee collected and the benefit to the development.

(G) The Town Manager, Finance Director, and their designees are authorized to administer and enforce the provisions of this section, including the adoption of administrative procedures consistent with this section.

(H) The Town Council may update the police impact fees by ordinance based on revised impact fee studies using the most recent and localized data, in accordance with Florida law.

AGENDA ITEM REPORT
June 11, 2026

ITEM NUMBER: 12.

ITEM: Consideration and approval of an ordinance on first reading increasing the toll rates per year. Town Manager

DESCRIPTION:
The Town is proposing a series of toll rate increases for the Shepard Broad Causeway to meet projected operating costs, capital costs, and debt service requirements.

We are recommending a series of small predictable annual increases as follows:

Fiscal Year	SunPass 2-Axle Toll Rate	2-Axle Toll-by-Plate Rate
FY26 (current)	$2.00	$3.25
FY27	$2.20	$3.50
FY28	$2.40	$3.75
FY29	$2.60	$3.75
FY30	$2.80	$4.00
FY31	$3.00	$4.25
FY32	$3.20	$4.50
FY33	$3.40	$4.75
FY34	$3.50	$4.75
FY35+	$3.50	$4.75

Rates for vehicles with more than two axles are calculated by taking the 2-axle base rate and adding a fixed fee for each additional axle (currently $7.00 for SunPass and $8.50 for Toll-by-Plate).

The proposed increases will help ensure future obligations are met while maintaining healthy reserve levels.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Gerald Bryan, Finance Director

ATTACHMENTS

1.	(V5) REVISED Toll Ordinance

ORDINANCE NO. 2026-___

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 19 OF THE TOWN CODE TO ESTABLISH A SCHEDULE OF TOLL RATE ADJUSTMENTS FOR THE SHEPARD BROAD CAUSEWAY; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Town of Bay Harbor Islands (the "Town") owns and operates the Shepard Broad Causeway (the "Causeway"), which serves as a critical transportation corridor; and

WHEREAS, The Causeway operates as an enterprise fund and, as such, is intended to recover its costs — including capital costs — through user fees and charges; and

WHEREAS, The Town is proposing a series of toll rate increases for the Causeway in order to meet projected operating costs, capital costs, and debt service requirements; and

WHEREAS, The Town has determined that a series of small, predictable annual increases is appropriate to ensure that future financial obligations are met while maintaining healthy reserve levels; and

WHEREAS, The Town Council finds that the establishment of a structured toll rate schedule is in the best interest of the Town and necessary to support the continued operation, maintenance, and long-term viability of the Causeway.

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

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Amendment to Town Code. Chapter 19 of the Town Code is hereby amended to create a new section to read as follows:

"Sec. 19-58. Shepard Broad Causeway Toll Rates."

(a) Establishment of Base Toll Rates. The following base toll rates for two-axle vehicles are hereby established for the Shepard Broad Causeway:

Fiscal Year	Effective Date	SunPass 2-Axle Rate	Toll-by-Plate 2-Axle Rate
FY26 (Current)	Existing	$2.00	$3.25
FY27	October 1, 2026, or as soon as practicable thereafter	$2.20	$3.50
FY28	October 1, 2027, or as soon as practicable thereafter	$2.40	$3.75
FY29	October 1, 2028, or as soon as practicable thereafter	$2.60	$3.75
FY30	October 1, 2029, or as soon as practicable thereafter	$2.80	$4.00
FY31	October 1, 2030, or as soon as practicable thereafter	$3.00	$4.25
FY32	October 1, 2031, or as soon as practicable thereafter	$3.20	$4.50

Fiscal Year	Effective Date	SunPass 2-Axle Rate	Toll-by-Plate 2-Axle Rate
FY33	October 1, 2032, or as soon as practicable thereafter	$3.40	$4.75
FY34	October 1, 2033, or as soon as practicable thereafter	$3.50	$4.75
FY35 and thereafter		$3.50	$4.75

(b) Multi-Axle Vehicles. For vehicles with more than two (2) axles, toll rates shall be calculated by applying the applicable two-axle base rate and adding a fixed charge for each additional axle.

The current additional axle charges are:

- **SunPass:** $7.00 per additional axle
- **Toll-by-Plate:** $8.50 per additional axle

(c) Implementation. The Town Manager is authorized to take all actions necessary to implement the toll rates established herein, including coordination with the Florida Department of Transportation, SunPass, Florida's Turnpike Enterprise, and any other applicable agencies or service providers.

(d) Administration. The Town may administer toll collection through electronic tolling systems, toll-by-plate systems, or other lawful methods of collection.

Section 3. Severability. If any section, subsection, sentence, clause, or provision of this Ordinance is held invalid, the remainder shall not be affected.

Section 4. Conflicts. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. It is the intention of the Town Council that the provisions of this Ordinance shall become and be made part of the Town Code.

Section 6. Effective Date. This Ordinance shall become effective upon second reading and adoption in accordance with law.

PASSED on First Reading this11th day of June, 2026.

PASSED on Second Reading this ___ day of _____, 2026.

FINAL VOTE ON ADOPTION:

Council Member Isaac Salver _____
Council Member Stephanie Bruder _____
Council Member Molly Diallo _____
Council Member Joshua Fuller _____
Council Member Eric Rappaport _____
Council Member Elchonon Shagalov _____
Council Member Robert Yaffe _____

_____
Isaac Salver
Mayor

ATTEST:

_____
By: Evelyn Herbello, MMC,
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
By: McCarter & English LLP
Tania Cruz-Gimenez, Esq.
Interim Town Attorney

The Town is proposing a series of toll rate increases for the Shepard Broad Causeway to meet projected operating costs, capital costs, and debt service requirements.

We are recommending a series of small predictable annual increases as follows:

Fiscal Year	SunPass 2-Axle Toll Rate	2-Axle Toll-by-Plate Rate
FY26 (current)	$2.00	$3.25
FY27	$2.20	$3.50
FY28	$2.40	$3.75
FY29	$2.60	$3.75
FY30	$2.80	$4.00
FY31	$3.00	$4.25
FY32	$3.20	$4.50
FY33	$3.40	$4.75
FY34	$3.50	$4.75
FY35+	$3.50	$4.75

Rates for vehicles with more than two axles are calculated by taking the 2-axle base rate and adding a fixed fee for each additional axle (currently $7.00 for SunPass and $8.50 for Toll-by-Plate).

The proposed increases will help ensure future obligations are met while maintaining healthy reserve levels.

ITEM 13

TOWN OF BAY HARBOR ISLANDS
PLANNING AND ZONING DEPARTMENT
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager
CC:	Tania Cruz, Esq., Consultant Town Attorney Evelyn Herbello, Town Clerk
FROM:	Lorrainia Belle Town Planner
DATE:	June 11, 2026
SUBJECT:	Town of Bay Harbor Islands – Ordinance Amending Section 12-26 of the Town Code – Permissible Hours for Construction Activity and Landscaping – Removal of Designated Parking Authority and Prohibition of Off-Site Worker Vehicle Congregation Before 8:30 a.m. and After 6:30 p.m.

RECOMMENDATION

Town Council discretion to approve the attached ordinance amending Section 12-26(1)(a) of the Town Code. The ordinance accomplishes the following:

1. Removes the Town's authority to designate parking, congregation, or staging areas for early arrival or late departure of worker vehicles;

2. Prohibits worker vehicles from parking, waiting, or congregating anywhere outside the construction site before 8:30 a.m. or after 6:30 p.m.;

3. Requires all worker vehicles to remain off surrounding streets and properties during prohibited times;

4. Provides a single exception for vehicles actively engaged in permitted construction activity within the construction site during the allowed 8:30 a.m. to 6:30 p.m. window.

BACKGROUND

Section 12-26 of the Town Code currently governs permissible hours for construction activity and landscaping within the Town. Subsection (1)(a) permits construction activity from 9:00 a.m. until 6:00 p.m., Monday through Friday, with worker arrival and departure limited to 30 minutes before and after those hours (i.e., 8:30 a.m. to 6:30 p.m.). All pre-work and post-work activities are restricted to areas within 100 feet of the actual construction site.

The current ordinance was most recently amended by Ordinance No. 1097 on May 8, 2024, and Ordinance No. 1104 on September 12, 2024. These amendments addressed various procedural and enforcement matters but did not alter the provisions related to designated parking, congregation, or staging areas for workers.

The current ordinance contains language authorizing the Town to designate suitable locations for workers to congregate during early arrival and/or late departure times, subject to rules and regulations to be promulgated by the Town. Additionally, the current ordinance permits workers to remain in their vehicles when possible and grants the Town authority to create rules limiting visible or outdoor worker activities, including sanitation, changing clothes, cooking and eating, and excessive noise.

The Town Council has expressed a desire to remove this designated parking authority and instead prohibit all off-site parking, waiting, or congregation of worker vehicles outside the construction site before 8:30 a.m. or after 6:30 p.m. This amendment reflects the Council's view that such activities may disturb neighboring properties and that no designated staging areas should be permitted.

ANALYSIS

The attached ordinance amends Section 12-26(1)(a) of the Town Code by removing the Town's authority to designate parking, congregation, or staging areas for early arrival or late departure of worker vehicles, and instead imposes a strict prohibition on worker vehicles parking, waiting, or congregating anywhere outside the construction site before 8:30 a.m. or after 6:30 p.m. All language authorizing the Town to create rules and regulations regarding visible or outdoor worker activities—including sanitation, changing of clothes, cooking and eating, and excessive noise—is stricken in its entirety, as the Council no longer wishes to permit any designated off-site staging. New language requires all worker vehicles to remain off surrounding streets and properties entirely during prohibited times, with the sole exception for vehicles actively engaged in permitted construction activity within the construction site during the allowed 8:30 a.m. to 6:30 p.m. window. The amendment preserves the existing 30-minute pre-work and post-work window (8:30 a.m. to 9:00 a.m. and 6:00 p.m. to 6:30 p.m.) and the restriction that all pre-work and post-work activities shall remain within 100 feet of the actual construction site, while providing a clear, enforceable standard that addresses Council concerns regarding disturbances to neighboring properties.

CONCLUSION

This ordinance provides a clear, enforceable standard for worker vehicle parking and congregation in connection with construction activity within the Town. By removing the Town's authority to designate staging areas and instead imposing a strict prohibition on off-site parking, waiting, or congregation before 8:30 a.m. and after 6:30 p.m., the ordinance addresses Council concerns regarding disturbances to neighboring properties.

The amendment is narrowly tailored to the Council's stated objectives and preserves the existing framework for permissible construction hours, pre-work and post-work activities within 100 feet of the construction site, and enforcement mechanisms under Section 12-27.

Approval of this ordinance on second reading will implement the Council's directive to prohibit designated parking and off-site worker vehicle congregation outside permitted hours.

FINANCIAL ANAYSIS

GL Line Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

1st Reading Ordinance

ORDINANCE NO. ___

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING SECTION 12-26 OF THE TOWN CODE, RELATING TO PERMISSIBLE HOURS FOR CONSTRUCTION ACTIVITY AND LANDSCAPING; REMOVING AUTHORITY FOR THE TOWN TO DESIGNATE PARKING, CONGREGATION, OR STAGING AREAS FOR EARLY ARRIVAL OR LATE DEPARTURE OF WORKER VEHICLES; PROHIBITING WORKER VEHICLES FROM PARKING, WAITING, OR CONGREGATING OUTSIDE THE CONSTRUCTION SITE BEFORE 8:30 A.M. OR AFTER 6:30 P.M.; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands desires to clarify the permissible hours for construction activity and landscaping; and

WHEREAS, the Town Council finds that the designation of parking, congregation, or staging areas for early arrival or late departure of worker vehicles is unnecessary and may lead to disturbances of neighboring properties; and

WHEREAS, the Town Council further finds that worker vehicles should not park, wait, or congregate outside the construction site before 8:30 a.m. or after 6:30 p.m.; and

WHEREAS, this ordinance amends Section 12-26 to reflect these findings and to provide clear, enforceable standards.

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 Section 12-26(1)(a) of the Town of Bay Harbor Islands Code of Ordinances is hereby amended to read as follows (with stricken text deleted and underlined text added):**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 June 2026.

PASSED on Second Reading TBA

_____
Isaac Salver
Mayor

ATTEST:

_____
Evelyn Herbello, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
MCCARTER & ENGLISH, LLP
TOWN ATTORNEYS
BY: Tania Cruz, ESQ.

EXHIBT A

Sec. 12-26. Permissible hours for construction activity and landscaping.

(1) The performance of construction activity and landscaping within the town shall be allowed pursuant to the following schedule:

(a) *Construction activity.* Construction activity is permitted from 9:00 a.m. until 6:00 p.m. Monday through Friday. No construction activity is permitted on Saturdays, Sundays, or legal holidays as defined hereinafter in subsection (2) below, except for watering in connection with dust mitigation. The arrival and departure of workers are limited to 30 minutes before and after the above stated construction activity hours. All such pre-work and post-work activities shall be restricted to areas within 100 feet of the actual construction site. ~~The town may designate suitable locations for workers to congregate for those early arrival and/or late departure times, subject to rules and regulations to be promulgated by the town. Workers shall remain in their vehicles when possible and not disturb neighboring properties or the town in general. The town may create and enforce rules and regulations to limit visible or outdoor worker activities, including but not limited to sanitation, the changing of clothes, cooking and eating, excessive noise, and the like. Unless a valid parking permit has been issued, all worker vehicles shall leave the designated temporary parking locations before 9:00 a.m.~~ No designated parking, congregation, or staging areas for early arrival or late departure are permitted. Workers and their vehicles shall not park, wait, or congregate anywhere outside the construction site before 8:30 a.m. or after 6:30 p.m. All worker vehicles must remain off the surrounding streets and properties entirely during those prohibited times. The only exception is for vehicles actively engaged in permitted construction activity within the construction site during the allowed 8:30 a.m. to 6:30 p.m. window.~~-~~ Noise/music emission must be in accordance with section 12-20 through section 12-23. Failure to comply with the above regulations may result in penalties as set forth in section 12-27.

(b) *Interior repair and maintenance activity.* Repair and maintenance activity inside a dwelling is permitted from 9:00 a.m. until 6:00 p.m. Monday through Friday. Repair and maintenance activity inside a dwelling is permitted on Saturdays between the hours of 10:00 a.m. and 5:00 p.m., provided that the activity does not result in audible noise outside the dwelling.

(c) *Landscaping activity.* Landscaping activity is permitted from 9:00 a.m. until 6:00 p.m. Monday to Friday. On Saturdays, landscaping activity is permitted between the hours of 10:00 a.m. and 5:00 p.m., but only by owners and tenants. There shall be no use of leaf blowers on Saturdays. No commercial landscapers are permitted to perform work in the town on Saturdays.

(d) *Town projects.* Town projects are permitted from 8:00 a.m. until 6:00 p.m. Monday to Friday. Weekends and night-time hours shall be allowed at the discretion of the town manager, in the public's best interest to finish roadway and right of way projects

expeditiously to minimize traffic impact and long-term inconvenience to residents and visitors of the town.

(2) Except for watering as provided for in subsection (1)(a) above, no construction, repair, maintenance, or landscaping activity is permitted on Sundays or legal holidays, and the same is hereby specifically prohibited. For purposes of this section, the term "legal holidays" is defined as any day observed by the town as a legal holiday.

(3) Notwithstanding the 9:00 a.m. start time provided for in subsections (1)(a) and (b) above, projects that have submitted applications for new construction and foundation permits as of June 8, 2015 shall be permitted to perform construction activities from 8:00 a.m. until 6:00 p.m. Monday through Friday so long as all new construction and foundation permit(s) remain in full force and effect, except for construction activity located within 375 feet of Ruth K. Broad K-8 that shall commence no earlier than 9:00 a.m. Monday through Friday.

(4) Effective from September 12, 2024, all projects with active construction sites including new developments, redevelopments, and interior repairs with an issued building permit shall be required to attend monthly meetings with the code enforcement department. These meetings are mandatory and will be scheduled for the following week after the town council meeting If a project representative is unable to attend a meeting, a $250.00 fee will be imposed for each missed meeting. The meeting will ensure the project representatives are informed about any new or forthcoming ordinances approved by the town council.

ITEM 14

TOWN OF BAY HARBOR ISLANDS
PLANNING AND ZONING DEPARTMENT
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager
CC:	Tania Cruz, Esq., Consultant Town Attorney Evelyn Herbello, Town Clerk
FROM:	Lorrainia Belle Town Planner
DATE:	June 11, 2026
SUBJECT:	Town of Bay Harbor Islands – Town of Bay Harbor Islands – Ordinance Requiring a Developer Parking Agreement for All New Private Developments, Including Provisions for Handicap/Accessible Parking (Addition to Chapter 23, Article II, Section 23-24.1)

RECOMMENDATION

Town Council discretion to approve the attached ordinance creating a new Section 23-24.1 of Chapter 23 (Zoning and Planning), Article II (Off-Street Parking), of the Town Code. The ordinance accomplishes the following:

1. Requires a recorded Developer Parking Agreement for every new private development within the Town of Bay Harbor Islands, without exception based on size, number of dwelling units, or commercial square footage;

2. Applies to all new construction, adaptive reuse, expansions, and changes of use that require site plan approval, building permit, conditional use permit, variance, or certificate of occupancy;

3. Establishes specific, enforceable provisions for handicap/accessible parking, including location, design, signage, van-accessible spaces, and off-site accessible parking;

4. Prohibits conversion or restriping of required parking spaces (including conversion to storage, outdoor dining, landscaping, or EV chargers that block access) without prior Town Council approval;

5. Provides for enforcement remedies including specific performance, injunctive relief, civil penalties 250 per space per day and $500 per space per day for accessible parking violations), and suspension or revocation of certificates of occupancy;

6. **Requires the Agreement to run with the land** and be recorded in the public records of Miami-Dade County, binding all successors, assigns, and transferees;

7. **Excludes existing developments** from retroactive application unless the owner voluntarily seeks a new site plan approval, change of use, expansion, or transfer of ownership.

BACKGROUND

The Town's existing Code of Ordinances, including Sections 23-24 (parking space requirements) and 11-9 (pedestrian circulation), establishes minimum parking requirements for various uses and prohibits certain commercial parking without specific Town Council approval. However, the Town currently has no general requirement that a developer enter into a binding, recorded agreement ensuring that required parking spaces remain available and restricted for the duration of the use they are intended to serve.
In recent years, the Town has experienced instances where:

- Required off-site parking spaces were sold or converted to other uses after a certificate of occupancy was issued;
- Handicap-accessible parking spaces were improperly relocated, restriped, or blocked;
- Shared parking arrangements were terminated without notice to the Town, resulting in parking shortages and overflow onto public streets.

Without a recorded agreement running with the land, the Town's ability to enforce parking restrictions after a property transfers ownership is significantly limited. This ordinance closes that gap by requiring a Developer Parking Agreement for all new private developments, regardless of size.
The ordinance also responds to concerns raised by Town residents and the Disability Advisory Committee (if applicable) regarding the protection of accessible parking spaces. By incorporating specific handicap parking provisions directly into the Agreement, the Town ensures that accessible spaces are properly located, marked, maintained, and legally enforceable.

ANALYSIS

The attached ordinance adds a new Section 23-24.1 to Chapter 23, Article II (Off-Street Parking) of the Town Code. The following is a section-by-section analysis:

(1) Purpose and Intent

States the Town Council's finding that binding, recorded agreements are necessary to prevent the loss, conversion, obstruction, or improper remarking of required parking spaces, and to protect surrounding neighborhoods and persons with disabilities.

(2) Applicability – All New Private Developments

Key provision: Applies to all new private developments "without exception based on size, number of dwelling units, or commercial square footage."

Defines "new private development" as:

- New construction;
- Adaptive reuse resulting in a change of use category;
- Addition or expansion that increases gross floor area or dwelling units;
- Conversion from non-residential to residential or vice versa.

This removes the thresholds that exist in other Town codes (e.g., 5+ units, 2,500 sq. ft.) and ensures even the smallest new development is subject to a parking agreement.

(3) Developer Parking Agreement Required

Requires execution and recording of the Agreement prior to final site plan approval, building permit, conditional use permit, variance, or certificate of occupancy. The Agreement must include a legal description, a binding commitment to provide and maintain parking spaces, and a site plan showing every parking space.

(4) Specific Provisions for Handicap/Accessible Parking

This subsection is new and does not exist elsewhere in the Town Code. It requires the Agreement to explicitly state:

- Minimum number of accessible spaces under Florida Building Code (Accessibility) and ADA Standards;
- Location and design requirements (shortest accessible route, width, signage at least 5 feet high, maintenance free of debris);
- Prohibition on use or blocking – only vehicles with valid disabled parking permits may use accessible spaces;
- Van-accessible spaces – identification of specific spaces, 98-inch vertical clearance, wider access aisle;
- Off-site accessible parking – covenant running with the land.

(5) General Parking Restrictions – All Spaces

Applies to standard and accessible spaces. Prohibits:

- Conversion to other uses (storage, outdoor dining, landscaping, EV chargers that block access);
- Restriping without Town approval;
- Termination of off-site or shared parking arrangements without Council approval.

Provides for enforcement remedies including specific performance, injunctive relief, civil penalties

250 per space per day and $500 per space per day for accessible parking violations), and suspension or revocation of certificates of occupancy.

(6) Substitute or Relocated Parking

Any substitution or relocation requires a Town Council-approved amendment. For accessible spaces, the substitute space must fully comply with the Florida Building Code and provide a route of travel no longer or less safe than the original.

(7) Monitoring, Inspections, and Enforcement

Authorizes the Town Manager or designee to conduct periodic inspections. Special enforcement for accessible parking violations: $500 per day per violation.

(8) Release of Agreement

The Town Council may approve release only upon: (a) complete demolition of the development; (b) provision of alternative parking secured by a new recorded Agreement; or (c) a public hearing finding that release would not harm public health, safety, or welfare, and would not reduce accessible parking below legal minimums.

(9) Existing Developments

No retroactive application. However, any modification, expansion, or change of use of an existing development after the effective date shall be treated as a "new private development."

(10) No Waiver of Accessibility Laws

Clarifies that the ordinance does not reduce any requirement under the ADA, Florida Building Code (Accessibility), or other applicable laws. If the ordinance imposes greater restrictions, the ordinance controls.

(11) Penalties

Cross-references Section 12-27 (general penalty) and incorporates the specific fines in subsection (7)(c).

COMPARISON TO EXISTING TOWN CODE

Existing Provision	New Section 23-24.1
Section 23-24: Requires minimum number of parking spaces	Adds requirement for a recorded, binding Agreement
Section 23-4: Permitted parking facilities	Adds prohibition on conversion/restriping without approval
Section 11-9: Pedestrian circulation for off-site parking (limited)	Adds accessible parking route requirements
No specific handicap parking enforcement	Adds $500/day fines and specific

provisions	design/location requirements
No requirement that parking run with the land	Requires recorded covenant binding all successors

CONCLUSION

This ordinance provides a comprehensive, legally enforceable framework to ensure that required parking spaces including handicap-accessible spaces remain available and properly restricted for the duration of any new private development within Bay Harbor Islands. By applying to **all** new developments without size or unit thresholds, the ordinance eliminates loopholes and ensures consistent application across single-family, multi-family, and commercial projects.

The inclusion of specific handicap parking provisions addresses accessibility concerns and aligns with the Town's obligations under the ADA and Florida Building Code. The recorded, running-with-the-land nature of the Agreement protects the Town's enforcement authority even after property transfers.

Approval of this ordinance will provide the Town with a critical tool to manage parking demand, protect residential neighborhoods from overflow parking, and ensure that accessible parking spaces remain available for persons with disabilities.

FINANCIAL ANAYSIS

GL Line Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

1st Reading Ordinanc

ORDINANCE NO. ___

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 23, "ZONING AND PLANNING," ARTICLE II, "OFF-STREET PARKING," TO REQUIRE DEVELOPER PARKING AGREEMENTS FOR ALL NEW PRIVATE DEVELOPMENTS, INCLUDING PROVISIONS FOR HANDICAP/ACCESSIBLE PARKING; PROVIDING FOR FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands is a municipality located in Miami-Dade County, Florida; and

WHEREAS, the Town has determined that the regulation of off-street parking, including accessible parking for persons with disabilities, is essential to protect the public health, safety, and welfare, as well as the aesthetic character of the community; and

WHEREAS, the Town's existing Code of Ordinances, including Sections 23-24 and 11-9, establishes minimum parking requirements for various uses and prohibits certain commercial parking without specific Town Council approval; and

WHEREAS, the Town has determined that **all new private developments** — regardless of size, number of dwelling units, or commercial square footage — have the potential to create parking impacts upon surrounding public streets and neighboring properties; and

WHEREAS, the Town has further determined that without a binding, recorded agreement restricting the use and availability of parking spaces (including accessible parking spaces), there is a significant risk that parking spaces required to serve a development may be alienated, converted to other uses, blocked, or become unavailable to the intended users, thereby creating parking deficiencies, overflow parking onto public streets, and non-compliance with accessibility laws; and

WHEREAS, the adoption of a requirement for a formal Developer Parking Agreement for **every new private development** will ensure that all parking spaces — standard and handicap-accessible — remain available, properly marked, and restricted in accordance with the terms of any approval, and will provide the Town with legally enforceable mechanisms to ensure compliance; and

WHEREAS, this Ordinance is adopted pursuant to the Town's home rule powers, Chapters 163 and 166, Florida Statutes, the Americans with Disabilities Act (ADA), the Florida Building Code (Accessibility), and the Town's Comprehensive Plan.

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: Amendment. Chapter 23, Article II, "Off-Street Parking," of the Code of Ordinances of the Town of Bay Harbor Islands is hereby amended by adding a new section, to be designated as Section 23-24.1, "Developer Parking Agreements Required for All New Developments; Accessible Parking Compliance."

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 June 2026.

PASSED on Second Reading TBA

_____
Isaac Salver
Mayor

ATTEST:

_____
EVELYN HERBELLO,TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
MCCARTER & ENGLISH, LLP TOWN ATTORNEYS
BY: Tania Cruz, ESQ.

"EXHIBIT A"

Sec. 23-24.1. Developer Parking Agreement required for all new private developments; accessible parking compliance.

1. Purpose and intent. The purpose of this section is to ensure that all parking spaces provided to satisfy the parking requirements of the Town's Land Development Regulations—including both standard and handicap-accessible parking spaces—remain available, restricted, properly maintained, and legally enforceable for the duration of the use they are intended to serve. The Town Council finds that binding, recorded agreements are necessary to prevent the loss, conversion, obstruction, or improper remarking of required parking spaces, and to protect surrounding neighborhoods and persons with disabilities from the adverse impacts of parking violations.

2. Applicability (All new private developments). This section shall apply to all new private developments within the Town of Bay Harbor Islands, without exception based on size, number of dwelling units, or commercial square footage. A "new private development" means any of the following:

    a. New construction of a building or structure for residential, commercial, mixed-use, or institutional use;

    b. Adaptive reuse of an existing building resulting in a change of use category under the Town's Zoning Code;

    c. Addition or expansion to an existing building that increases the gross floor area or the number of dwelling units;

    d. Conversion of any existing structure from a non-residential to a residential use, or vice versa.

    This section applies regardless of whether the development proposes on-site parking, off-site parking, shared parking, or a reduction in parking requirements.

3. **Developer Parking Agreement required for all developments**. Prior to the issuance of any final site plan approval, building permit, conditional use permit, variance, or certificate of occupancy for any new private development identified in subsection

(2), the applicant shall execute and record a Developer Parking Agreement (the "Agreement") with the Town. The Agreement shall be in a form approved by the Town Attorney and shall include, at a minimum, the following provisions:

a. A legal description of the property or properties subject to the Agreement;

b. A binding commitment to provide and maintain the number of parking spaces approved by the Town, including the specific location of each parking space (whether on-site or off-site);

c. A site plan attached as an exhibit showing the precise location, dimensions, striping, and designation (standard or accessible) of every parking space.

4. Specific provisions for handicap/accessible parking.

a. Minimum number of accessible spaces. The Agreement shall explicitly state the minimum number of accessible parking spaces required by the Florida Building Code (Accessibility) and the ADA Standards for Accessible Design, based upon the total number of parking spaces provided for the development.

b. Location and design requirements. The Agreement shall include a binding commitment that all accessible parking spaces will:

    i. Be located on the shortest accessible route to an accessible building entrance;
    ii. Have the required width, including access aisles, as specified in the Florida Building Code;
    iii. Be properly marked with the International Symbol of Accessibility on a vertical sign not less than five (5) feet above the ground;
    iv. Be maintained free of debris and any obstruction;
    v. Not be converted, restriped, or relocated without prior written approval from the Town and verification of compliance with all applicable accessibility laws.

c. Prohibition on use or blocking of accessible spaces. The Agreement shall provide that accessible parking spaces may only be used by vehicles displaying a valid disabled parking permit or license plate, and that the

owner of the development shall take reasonable steps to prevent unauthorized vehicles from parking in or blocking accessible spaces.

d. Van-accessible spaces. For any development required to provide van-accessible parking spaces under the Florida Building Code, the Agreement shall identify the specific spaces designated as van-accessible, including the required vertical clearance of 98 inches (minimum) and the wider access aisle.

e. Accessible parking for off-site parking. If any accessible parking spaces are located off-site, the Agreement must include a covenant running with the land of the off-site parking property requiring that such spaces remain accessible, properly maintained, and available to serve the principal development for the duration of the principal development's use.

5. **General parking restrictions—All spaces.** The Agreement shall contain the following additional provisions applicable to all parking spaces (standard and accessible):

   a. A prohibition against the conversion of any required parking space to any other use (including, but not limited to, storage, outdoor dining, landscaping, additional floor area, or electric vehicle charging equipment that blocks access) without the prior written approval of the Town Council;

   b. A prohibition against restriping that reduces the number of parking spaces or alters the location of accessible spaces without Town approval;

   c. If off-site parking is proposed, a covenant running with the land of the off-site parking property requiring that such property continue to be used for parking to serve the principal development for the duration of the principal development's use;

   d. If shared parking is proposed, a binding commitment by all parties to the shared parking arrangement setting forth allocation, hours of use, and default provisions;

   e. A provision granting the Town the right to enforce the Agreement through any available legal or equitable remedy, including specific performance, injunctive relief, civil penalties (not less than $250 per space per day and

$500 per space per day for a violation involving an accessible parking space), and the suspension or revocation of any certificate of occupancy or business tax receipt for the principal development;

f. A requirement that the Agreement be recorded in the public records of Miami-Dade County, Florida, and that the Agreement run with the land and be binding upon all successors, assigns, and transferees of the property.

6. **Substitute or relocated parking.** Any owner seeking to substitute, relocate, or redesignate parking spaces (including accessible spaces) under an approved Agreement must apply for an amendment to the Agreement. No substitution or relocation of an accessible parking space shall be permitted unless the Town Council finds that the substitute space fully complies with the Florida Building Code (Accessibility) and provides a route of travel no longer or less safe than the original accessible space.

7. **Monitoring, inspections, and enforcement.**

   a. The Town Manager or their designee is hereby authorized to conduct periodic inspections and audits to verify compliance with any recorded Developer Parking Agreement, including the proper designation and maintenance of accessible parking spaces.

   b. Upon reasonable notice to the property owner, the Town may inspect parking spaces, review leases or other parking usage records, and take any other reasonable action to ensure compliance.

   c. Special enforcement for accessible parking. In addition to any other remedy, any violation involving the conversion, obstruction, removal, remarking, or unauthorized use of a required accessible parking space shall be subject to a fine of $500 per day per violation, which fine shall be recoverable by the Town in a civil action.

8. Release of Agreement. The Town Council may approve the release of a Developer Parking Agreement only upon a finding that the parking spaces subject to the Agreement are no longer required to serve the principal development, based upon:

a. The complete demolition of the principal development and cessation of any use on the property;

b. The provision of alternative parking that fully satisfies all Town parking requirements and all applicable accessibility laws, secured by a new recorded Agreement meeting the requirements of this section; or

c. A determination by the Town Council, following a public hearing, that the release would not be detrimental to the public health, safety, or welfare, and would not reduce the number or accessibility of required accessible parking spaces below legal minimums.

9. **Existing developments not subject to full Agreement.** For any development that received final approval prior to the effective date of this Ordinance, this section shall not apply retroactively unless the owner voluntarily seeks a new site plan approval, change of use, expansion, or transfer of ownership. However, any modification, expansion, or change of use of an existing development after the effective date shall be treated as a "new private development" for purposes of subsection (2).

10. **No waiver of accessibility laws.** Nothing in this section shall be construed to waive, reduce, or diminish any requirement of the Americans with Disabilities Act, the Florida Building Code (Accessibility), or any other federal, state, or local law governing accessible parking. To the extent this section imposes greater restrictions than those laws, this section shall control.

11. **Penalties.** Failure to comply with the above regulations may result in penalties as set forth in section 12-27 of the Town Code (General penalty; continuing violations) and the specific fines set forth in subsection (7)(c) above.

ITEM 15

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

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager
CC:	Tania Cruz, Esq., Consultant Town Attorney Evelyn Herbello, Town Clerk
FROM:	Lorrainia Belle Town Planner
DATE:	June 11, 2026
SUBJECT:	Town of Bay Harbor Islands – Amending the Town's Code of ordinances related to the regulation of Bicycles, motorized and other similar devices.

RECOMMENDATION

Staff recommends that the Town Council approves the attached Ordinance on second and final reading amending Chapter 18, Article I of the Town Code. This ordinance, which was approved on second reading by the Town Council on August 14, 2024, with no comments or changes:

1) Reduces the maximum speed limit on public sidewalks from 15 miles per hour to 10 miles per hour, or as permitted by Florida Statute, whichever is lower, and prohibits devices capable of exceeding this limit from being used on sidewalks; and

2) Adds a new prohibition making it unlawful for any person under the age of 13 years to operate or utilize any powered micromobility device (including electric scooters, electric bicycles, electric skateboards, and similar electric-powered devices) within the Town.

These amendments strengthen safety measures for all road users, particularly pedestrians and young children, and align local law with recent updates to the Florida Statutes.

BACKGROUND

The "Florida Uniform Traffic Control Law" standardizes traffic regulations statewide, ensuring consistency in enforcement across counties and municipalities. Local governments are prohibited from enforcing ordinances that conflict with state traffic laws unless expressly authorized. The Town of Bay Harbor Islands has also enacted specific regulations pertaining to bicycles. Section 18-9, titled "Prohibition of the riding of bicycles on town sidewalks located on bridges," was initially enacted on October 13, 2008. Additionally, Section 18-11, addressing "Bicycle parking," was approved on April 16, 2018, both following second reading. Furthermore, counties or municipalities have the authority to regulate bicycles and motorized scooters on sidewalks within their jurisdictions. They also oversee bicycle and motorized scooter share programs, allowing short-term rentals within designated areas under legal constraints.

The Florida Statutes have been amended to grant counties and municipalities the authority to regulate bicycles and motorized devices in accordance with state and federal regulations. Users of micromobility devices and motorized scooters have rights and obligations similar to those of bicycle riders. A valid driver's license is unnecessary, and parking motorized devices in designed areas without hindering pedestrians. Furthermore, the Florida Statutes exempt motorized scooters from regulations pertaining to the sale of miniature motorcycles, underscoring their unique regulatory status within the state's traffic laws.

Since the Town Council's approval of the first reading on June 18, 2024, staff has worked with the Bay Harbor Islands Police Department and the Town Attorney's office to prepare for implementation of these amendments. No substantive changes have been made to the ordinance since first reading. This second reading is requested for final adoption.

ANALYSIS

The regulations governing the operation of bicycles in Florida under state traffic control laws, primarily outlined in Section 316.2065, F.S. Bicyclists are considered vehicle operators and are obliged to adhere to the same rules of the road as other vehicle operators, encompassing compliance with traffic signs, signals, and lane markings.
Key regulations specified in Section 316.2065 include:

- Bicycle Helmet Requirement: Individuals under 16 years of age, whether riders or passengers, are mandated to wear a bicycle helmet for safety.
- Rental of Bicycles to Minors: It is prohibited to rent or lease a bicycle to a child under 16 years of age unless the child possesses a bicycle helmet, or the lessor provides one.
- Lighting Requirements: Bicycles in use between sunset and sunrise must be equipped with lamps on the front and rear, exhibiting white and red lights respectively, visible from specified distances to ensure visibility and safety during low light conditions.
- Operation on Sidewalks and Roadways: Bicyclists operating on sidewalks or crosswalks must yield to pedestrians and signal audibly before passing them. On roadways, bicyclists must ride in bicycle lanes where available or as close to the right-hand curb as practicable, with exceptions for overtaking, turning, or avoiding hazards.

These regulations aim to ensure bicyclists' safety, promote responsible cycling behavior, and minimize conflicts with other road users. Compliance is crucial to fostering a safe

transportation environment for all. Regarding electric personal assistive mobility devices (EPAMDs), governed by Section 316.2128, F.S., key regulations include:

- Operational Parameters: EPAMDs may operate on roads with speed limits of 25 mph or less, marked bicycle paths, streets where bicycles are permitted, intersections, and sidewalks with pedestrian right-of-way adherence.
- Licensing and Registration: A valid driver's license is not required for EPAMD operation, and they need not be registered or insured.
- Helmet Requirement: Individuals under 16 must wear a properly fitted bicycle helmet while operating EPAMDs.
- Local Regulation: Counties or municipalities may regulate EPAMD operation if deemed necessary for safety, and the Department of Transportation may impose prohibitions on certain roads for safety reasons.

Specific Amendments in this Ordinance

1) Speed Limit Reduction (Section 18-10)
   Current Town law permits devices to operate on public sidewalks at speeds up to 15 miles per hour. However, Florida law now provides that local municipalities may set speed limits on sidewalks not exceeding 10 miles per hour, or the statutory limit, whichever is lower. To align with state law and enhance pedestrian safety, this ordinance reduces the maximum speed to 10 miles per hour on public sidewalks. Devices capable of exceeding this speed limit are prohibited from being used on sidewalks entirely. This change is particularly important given the Town's narrow sidewalks, high pedestrian traffic, and mix of residents including seniors and young children.
2) Age Restriction for Powered Micromobility Devices (Section 18-12)
   While Florida law mandates helmet use for operators under 16, it does not expressly prohibit very young children from operating electric-powered devices. The Town has identified a safety hazard posed by children under the age of 13 operating electric scooters, electric skateboards, and electric bicycles on sidewalks, often at unsafe speeds and without adult supervision.

This ordinance adds a new prohibition making it unlawful for any person under the age of 13 years to operate or utilize any powered micromobility device within the Town. For purposes of this section, "powered micromobility device" includes, but is not limited to, electric scooters, electric bicycles, electric skateboards, electric personal assistive mobility devices (EPAMDs), and any similar device powered by an electric motor. Traditional, non-motorized devices such as human-powered bicycles, skateboards, or roller skates are not subject to this prohibition. This age restriction is reasonable, tailored to the Town's unique character, and expressly authorized by Florida Statutes which permit local governments to regulate micromobility devices and EPAMDs for safety purposes.

Pilot Program

As previously outlined, the Town has initiated a pilot program under the leadership of the Bay Harbor Islands Police Department to integrate micromobility devices and motorized scooters while upholding compliance with state laws. Key components include the recruitment of crossing guards and volunteer parents, the designation of staging areas for devices, permission for their operation on sidewalks and bicycle paths, and public education on safety measures. Law enforcement will be responsible for enforcing the new speed limit and age restriction, with penalties for non-compliance. Efforts are underway to identify suitable locations for bicycle and micromobility device parking. The pilot program will span six (6) to

eighteen (18) months. At the one (1) year mark, the Town Manager or the Bay Harbor Islands Police Department will provide an update on the program's progress.

EXECUTE

Adjusting the ordinance to reduce the sidewalk speed limit to 10 miles per hour and prohibit operation of powered micromobility devices by persons under 13 years old brings the Town into closer alignment with Florida statutes and recognized safety standards. These adjustments ensure that regulations concerning the operation of bicycles and motorized devices remain relevant and responsive to the changing needs of the community.

The Bay Harbor Islands Police Department will be responsible for enforcing these provisions. Violations will be subject to the enforcement provisions, schedule of civil penalties, and appeal procedures set forth in Sections 18-13, 18-14, and 18-15 of the Town Code. Public education efforts will be conducted to inform residents, parents, and visitors of the new speed limit and age restriction prior to the effective date of the ordinance.
The Town Council approved the first reading of this ordinance on June 18, 2024, with no comments or changes. No substantive modifications have been made since first reading. Staff now requests final adoption on second reading.

CONCLUSION

In conclusion, the proposed ordinance amendments reflect Bay Harbor Islands' proactive approach to aligning local traffic regulations with the comprehensive framework established by the "Florida Uniform Traffic Control Law." This statewide standardization ensures consistency in traffic management across municipalities and counties while empowering local governments to tailor regulations to meet community needs within legal constraints. Bay Harbor Islands has historically implemented specific ordinances addressing bicycles, such as Section 18-9 prohibiting cycling on town sidewalks located on bridges, and Section 18-11 governing bicycle parking. These measures have evolved alongside state statutes to regulate bicycles and motorized devices effectively. Recent amendments to Florida Statutes have further empowered local jurisdictions to regulate micromobility devices and motorized scooters, recognizing their unique role in modern transportation.

The proposed adjustments aim to enhance safety and operational efficiency by integrating updated regulations for bicycles and motorized devices into Bay Harbor Islands' ordinance framework. These revisions, guided by Florida's traffic laws, emphasize safety measures such as mandatory helmet use for minors, operational guidelines for electric personal assistive mobility devices (EPAMDs), a reduced sidewalk speed limit of 10 miles per hour, and a new prohibition for operators under 13 years of age for powered micromobility devices.

The Town Council's approval of the first reading on June 18, 2024, occurred with no comments or changes. Moving forward, the Town's pilot program, overseen by the Bay Harbor Islands Police Department, underscores its commitment to fostering a safe and inclusive transportation environment. This program will integrate community engagement, safety education, and robust enforcement strategies to ensure compliance and enhance road user safety. By adopting these amendments, Bay Harbor Islands seeks to improve mobility options while maintaining safety and accessibility for all residents and visitors. The Town

Council's approval of this ordinance on second reading will finalize a more cohesive and responsive approach to traffic regulation, positioning Bay Harbor Islands as a leader in sustainable and safe urban mobility.

FINANCIAL ANAYSIS

GL Line Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

1. Draft Ordinance

An act relating to micromobility devices; amending s. 316.20655, F.S.; providing requirements for the operation of electric bicycles; prohibiting the operation of an electric bicycle above a certain speed under certain circumstances; providing penalties; creating the Micromobility Device Safety Task Force adjunct to the Department of Highway Safety and Motor Vehicles; requiring the department to provide administrative and staff support services to the task force; providing the purpose of the task force; providing the composition of the task force; requiring the appointment of task force members within a specified timeframe; providing the manner in which task force vacancies must be filled; requiring that the task force convene within a certain timeframe; requiring the task force to meet at least monthly; providing requirements for the time and place of the task force meetings; providing that members of the task force are entitled to reimbursement for per diem and travel expenses; requiring the task force to develop and submit a certain report to the Governor and Legislature by a specified date; providing for the expiration of the task force; requiring the Florida Highway Patrol and each police department and sheriff's office to maintain a certain list, beginning on a certain date; providing requirements for the list; requiring each police department and sheriff's office to submit a certain report to the department by

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a specified date; requiring the department to provide a certain report to the Governor and Legislature by a specified date; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Effective July 1, 2026, subsection (10) is added to section 316.20655, Florida Statutes, to read:

316.20655 Electric bicycle regulations.—

(10)(a) A person operating an electric bicycle on a shared pathway that is not located adjacent to a roadway, including a shared pathway located in a park or recreational area, shall yield to pedestrians and shall give an audible signal before overtaking and passing a pedestrian.

(b) A person operating an electric bicycle on a sidewalk or any other area designated for pedestrian use may not operate the electric bicycle at a speed greater than 10 miles per hour if a pedestrian is within 50 feet of the electric bicycle.

(c) A person who fails to comply with this subsection commits a noncriminal traffic infraction, punishable as a nonmoving violation as provided in chapter 318.

Section 2. Micromobility Device Safety Task Force.—

(1) CREATION.—The Micromobility Device Safety Task Force, a task force as defined in s. 20.03(5), Florida Statutes, is created adjunct to the Department of Highway Safety and Motor Vehicles. The department shall provide administrative and staff support services related to the functions of the task force.

(2) PURPOSE.—The purpose of the task force is to examine and recommend improvements to state law and the regulatory

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framework governing micromobility devices as defined in s. 316.003, Florida Statutes, in order to encourage the safe operation of micromobility devices and to prevent traffic incidents, injuries, and fatalities involving such devices.

(3) MEMBERSHIP; MEETINGS.—

(a) The task force shall be composed of the executive director of the Department of Highway Safety and Motor Vehicles, or his or her designee; the Secretary of Transportation, or his or her designee; and the following members, who shall be appointed by the executive director of the Department of Highway Safety and Motor Vehicles:

1. A representative from the Florida Sheriffs Association.

2. A representative from the Florida Police Chiefs Association.

3. A representative from the micromobility device industry.

4. A representative from the Florida League of Cities.

5. A representative from the Florida Association of Counties.

6. A representative from the medical field with experience in treating bicyclist and pedestrian injuries.

7. A representative from an organization involved in efforts to prevent injuries and fatalities involving micromobility devices, including electric bicycles and motorized scooters.

(b) Appointments to the task force must be made within 15 days after this act becomes a law.

(c) The executive director of the Department of Highway Safety and Motor Vehicles, or his or her designee, shall chair the task force. Any vacancy on the task force must be filled in

the same manner as the original appointment.

(d) The task force shall convene no later than 30 days after this act becomes a law. The task force shall meet at least monthly, but may meet more frequently at the call of the chair. At least one meeting of the task force must occur in each of the following regions of the state: North Florida, Central Florida, and South Florida. All meetings shall be held at the time and place designated by the chair.

(e) Members of the task force shall serve without compensation but are entitled to receive reimbursement for per diem and travel expenses pursuant to s. 112.061, Florida Statutes.

(4) REPORT.—The task force shall prepare a report that includes legislative recommendations for improvements to state law and the regulatory framework governing micromobility devices. The report must take into account methods to improve traffic safety for micromobility device operators and riders, pedestrians, and other vehicle operators through reasonable measures designed to reduce traffic incidents, injuries, and fatalities. Before October 1, 2026, the task force shall submit the report to the Governor, the President of the Senate, and the Speaker of the House of Representatives. Upon submission of the report, the task force shall expire.

Section 3. (1) Beginning 30 days after this act becomes a law, the Florida Highway Patrol and each police department and sheriff's office shall maintain a list of all traffic crashes that the respective agency investigates which involve a micromobility device. Each micromobility device crash must be included in the list, regardless of whether the crash is

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reported on a Florida Traffic Crash Report, Long Form; short-form crash report; or driver exchange-of-information form. The list must contain the following information for each traffic crash involving a micromobility device:

(a) Date and time of the crash.

(b) If applicable, the class of electric bicycle involved in the crash.

(c) Age of the micromobility device operator involved in the crash.

(d) If known, whether the micromobility device operator possessed a valid Florida learner's driver license or driver license at the time of the crash.

(2) By October 15, 2026, each police department and sheriff's office shall submit a report to the Department of Highway Safety and Motor Vehicles which contains a list of all micromobility device crashes investigated by the respective police department or sheriff's office from the beginning of the reporting period through September 30, 2026. The report must be submitted in a form and manner determined by the department.

(3) By October 31, 2026, the Department of Highway Safety and Motor Vehicles shall submit to the Governor, the President of the Senate, and the Speaker of the House of Representatives a report summarizing the reports submitted to the department pursuant to subsection (2) and include in the report the list maintained by the Florida Highway Patrol pursuant to subsection (1). The report must separate the micromobility device crash data by device type and county and list the reporting law enforcement agencies within each county.

Section 4. Except as otherwise expressly provided in this

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act, this act shall take effect upon becoming a law.

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Sec. 18-10. Regulation of bicycles, motorized, non-motorized and other similar devices.

This section aims to grant the Town of Bay Harbor Islands the authority to regulate the use of micromobility devices, bicycles, electric bicycles, skateboards, hover boards, scooters, electric scooters, shared mobility devices, and similar modes of transportation (motorized or non-motorized) on town roads as well as sidewalks.

(1) *Definitions.*

Bicycle means every vehicle propelled solely by human power, having two tandem wheels, and including any device generally recognized as a bicycle though equipped with two front or two rear wheels. The term does not include a scooter or similar device.

Bicycle lane means any portion of a roadway or highway which is designated by pavement markings and signs for preferential or exclusive use by bicycles.

Electric bicycle means a bicycle or tricycle equipped with fully operable pedals, a seat or saddle for the use of the rider, and an electric motor of less than 750 watts which meets the requirements of one of the following three classifications:

a. *Class 1 electric bicycle* means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of 20 miles per hour.

b. *Class 2 electric bicycle* means an electric bicycle equipped with a motor that may be used exclusively to propel the electric bicycle and that ceases to provide assistance when the electric bicycle reaches the speed of 20 miles per hour.

c. *Class 3 electric bicycle* means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of 28 miles per hour.

d. However, this term does not include "wheelchairs" or "other power-driven mobility devices" as defined under the ADA, 28 CFR § 35.104, as may be amended.

Micromobility device means motorized scooters and electric bicycles as defined herein and shall include any motorized transportation device which is incapable of traveling at speeds greater than 20 miles per hour on level ground. This term shall also include those devices defined in F.S. § 316.003(41), as may be amended. However, this term does not include "wheelchairs" or "other power-driven mobility devices" as defined under the ADA, 28 CFR § 35.104, as may be amended.

Moped means any vehicle with pedals to permit propulsion by human power, having a seat or saddle for the use of the rider and designed to travel on not more than three wheels, with a motor rated not in excess of two-brake horsepower and not capable of propelling the vehicle at a speed greater than 30 miles per hour on level ground and with a power-drive system that functions directly or automatically without clutching or shifting gears by the operator after the drive system is engaged. If an internal combustion engine is used, the displacement may not exceed 50 cubic centimeters. The term does not include an electric bicycle.

Motorized devices means those powered by a motor or engine, such as electric scooters, hover boards, electric bicycles, electric skateboards, and other similar devices.

Motorized scooter or *scooters* means any vehicle or micromobility device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground. The term does not include an electric bicycle.

Non-motorized devices rely on human propulsion for movement, like bicycles, skateboards, scooters, or other similar devices.

Pedestrian means any person on foot.

Public right-of-way or *right-of-way* means any public street, highway, sideway, parkway, alley, or public parking lot.

Rider or *operator* means a person riding, driving, or otherwise operating a motorized or non-motorized device.

Roadway means that portion of a highway improved, designed, or ordinarily used for vehicular travel, exclusive of the berm or shoulder. If a highway includes two or more separate roadways, the term "roadway" refers to any such roadway separately, but not to all such roadways collectively.

(2) *Rules and regulations for motorized and/or non-motorized devices (excluding bridges).* This section supplements the general traffic laws of the State of Florida, with the aim of governing the operation of bicycles, electric bicycles, skateboards, hover boards, scooters, electric scooters, shared mobility devices, and similar modes of transportation (motorized or non-motorized). It emphasizes safety and well-being for all users of public rights-of-way. This section shall not be construed to regulate "wheelchairs" or "other power-driven mobility devices" as defined under the Americans with Disabilities Act (ADA), 28 CFR § 35.104, as may be amended.

a. Riders of motorized and non-motorized devices shall comply with all applicable state, county and town traffic laws, rules, and regulations as may be applicable to such devices.

b. Riders of motorized and non-motorized devices may be ticketed for traffic violations, as applicable, in the same manner as motor vehicles.

c. The operation of motorized and non-motorized devices on public sidewalks or walkways must yield the right-of-way to all pedestrians. All motorized and non-motorized devices within the town are limited to a maximum speed of 15 miles per hour on the public sidewalks. Devices capable of exceeding this speed limit are prohibited from being used on sidewalks.

d. Motorized and non-motorized devices are allowed to operate within bike lanes, if available, on shared use paths, designated by the town, upon streets or other areas as authorized by the town manager. All devices are required to go with the flow of traffic.

e. Ridership of more than one person on any bicycle and motorized device is prohibited, unless such micromobility device is specifically designed to carry more than one person.

f. It is prohibited for a rider or riders to sit where feet are supposed to be placed, unless such micromobility device is specifically designed with a seat.

g. All bicycle and motorized devices must comply with the lighting standards set forth in F.S. § 316.2065(7), as may be amended, which requires a reflective front white light visible from a distance of at least 500 feet and a reflective rear red light visible from a distance of at least 600 feet.

h. In addition to Town Code, bicycles and motorized devices are subject to all state laws pertaining to micromobility devices, motorized scooters, or electric bicycles, as applicable, and as may be amended.

(Ord. No. 1100, § 2(Exh. A), 8-14-2024)

ORDINANCE NO. 1100

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO THE REGULATION OF BICYCLES, MOTORIZED AND OTHER SIMILAR DEVICES; AMENDING CHAPTER 18, ARTICLE I, SECTION 18-9 "PROHIBITION OF THE RIDING OF BICYCLES AND MOTORIZED DEVICES", SECTION 18-11 "BICYCLES AND MOTORIZED DEVICES PARKING"; RETITLING FROM RESERVED TO SECTION 18-10 "REGULATION OF BICYCLES AND MOTORIZED DEVICES (EXCLUDING BRIDGES)", SECTION 18-12 "REQUIREMENT FOR OPERATORS UNDER SIXTEEN (16) YEARS OLD", SECTION 18-13 "ENFORCEMENT", SECTION 18-14 "SCHEDULE OF CIVIL PENALTIES", AND SECTION 18-15 "APPEALS"; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands originally adopted bicycle parking on April 16, 2018 to restrict interference with the flow of pedestrian and vehicular traffic and to ensure the safety of all persons traversing sidewalks, streets, rights-of-way, and public property in the town; and

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with protecting and preserving the public health, safety and welfare of the residents and those coming into the Town of Bay Harbor Islands; and

WHEREAS, Section 316.2128, Florida Statutes, gives motorized scooters and micromobility devices all of the rights and duties applicable to the rider of a bicycle; and

WHEREAS, Section 316.2128, Florida Statutes, allows for local governments to regulate by ordinances the operation of micromobility and motorized scooters on streets, highways, sidewalks, and sidewalk areas within the local government's jurisdiction; and

WHEREAS, the Town Council of the Town of Bay Harbor Islands, wish to establish Sections 18-10, "Regulation of bicycles, motorized, and other similar devices (excluding bridges)", 18-12, "Requirement for Operators Under Sixteen (16) Years Old", 18-13 "Enforcement", 18-14 ,"Schedule of civil penalties", and 18-15 "Appeals" in Chapter 18 Streets and Sidewalks, to improve the safety for both residential and tourist micromobility users, protect pedestrians and cyclists, ensure vehicle access, regulate micromobility providers, and reduce the risk of micromobility vehicles becoming a nuisance within the Town; and

WHEREAS, the Town Council of the Town of Bay Harbor Islands, periodically reviews the Town's Code of Ordinances to ensure that the Code meet the needs of the Town;

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

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

Section 2: That Chapter 18 of the Town Code entitled Streets and Sidewalks is hereby amended, Article I, Section 18-9 "Prohibition of the riding of bicycles and motorized devices on town sidewalks located on bridges", Section18-10 "Regulation of bicycles, motorized, and other similar devices (excluding bridges)", and Section 18-11 "- Bicycle and Motorized devices parking"; addition retitled reserved to Section18-12 "Requirement for Operators Under Sixteen (16) Years Old", Section 18-13 "Enforcement", 18-14 "Schedule of civil penalties ", and Section 18-15 "Appeals" to modify the provision related to bicycles, motorized and non-motorized 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 18th day of June 2024.

PASSED on Second Reading this 14th day of August 2024.

JOSHUA D. FULLER, MAYOR

ATTEST:

YVONNE P. HAMILTON, CMC

TOWN CLERK

APPROVED AS TO FORM AND LEGAL

SUFFICIENCY:

GREENSPOON MARDER, LLP

TOWN ATTORNEYS

BY: JOSEPH S. GELLER, ESQ.

EXHIBIT A

Chapter 18 - STREETS AND SIDEWALKS

ARTICLE I. - IN GENERAL

Sec. 18-9. - Prohibition of the riding of bicycles, skateboards, scooters, and other similar devices (motorized or non-motorized) on town sidewalks located on bridges.

The riding of bicycles, electric bicycles, hover boards, electric scooters, scooters, shared mobility devices, and similar modes of transportation (motorized or non-motorized) on town sidewalks located on bridges shall be prohibited and unlawful with the exception of law enforcement officers in performance of their duties. Riders or operators of motorized or non-motorized devices must dismount and walk across all sidewalks situated on the bridges. However, this term does not include "wheelchairs" or "other power-driven mobility devices" as defined under the ADA, 28 CFR s. 35.104, as may be amended.

Sec. 18-10. – ~~Reserved~~ **Regulation of bicycles, motorized, non-motorized and other similar devices.**

This section aims to grant the Town of Bay Harbor Islands the authority to regulate the use of micromobility devices, bicycles, electric bicycles, skateboards, hover boards, scooters, electric scooters, shared mobility devices, and similar modes of transportation (motorized or non-motorized) on Town roads as well as sidewalks.

1. Definitions.
    a. Bicycle: Every vehicle propelled solely by human power, having two tandem wheels, and including any device generally recognized as a bicycle though equipped with two front or two rear wheels. The term does not include a scooter or similar device.
    b. Bicycle Lane: Any portion of a roadway or highway which is designated by pavement markings and signs for preferential or exclusive use by bicycles.
    c. Electric Bicycle: A bicycle or tricycle equipped with fully operable pedals, a seat or saddle for the use of the rider, and an electric motor of less than 750 watts which meets the requirements of one of the following three classifications:
        i. "Class 1 electric bicycle" means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of 20 miles per hour.
        ii. "Class 2 electric bicycle" means an electric bicycle equipped with a motor that may be used exclusively to propel the electric bicycle

and that ceases to provide assistance when the electric bicycle reaches the speed of 20 miles per hour.

iii. "Class 3 electric bicycle" means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of 28 miles per hour.

iv. However, this term does not include "wheelchairs" or "other power-driven mobility devices" as defined under the ADA, 28 CFR s. 35.104, as may be amended.

d. Moped: Any vehicle with pedals to permit propulsion by human power, having a seat or saddle for the use of the rider and designed to travel on not more than three wheels, with a motor rated not in excess of 2 brake horsepower and not capable of propelling the vehicle at a speed greater than 30 miles per hour on level ground and with a power-drive system that functions directly or automatically without clutching or shifting gears by the operator after the drive system is engaged. If an internal combustion engine is used, the displacement may not exceed 50 cubic centimeters. The term does not include an electric bicycle.

e. Motorized scooter or scooters: Any vehicle or micromobility device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground. The term does not include an electric bicycle.

f. Motorized devices: Those powered by a motor or engine, such as electric scooters, hover boards, electric bicycles, electric skateboards, and other similar devices.

g. Micromobility device: Motorized scooters and electric bicycles as defined herein and shall include any motorized transportation device which is incapable of traveling at speeds greater than 20 miles per hour on level ground. This term shall also include those devices defined in section 316.003(41), Florida Statutes, as may be amended. However, this term does not include "wheelchairs" or "other power-driven mobility devices" as defined under the ADA, 28 CFR § 35.104, as may be amended.

h. Non-motorized devices: Rely on human propulsion for movement, like bicycles, skateboards, scooters, or other similar devices.

i. Pedestrian: Any person on foot.

j. Public right-of-way or right-of-way: any public street, highway, sideway, parkway, alley, or public parking lot.

k. Rider or operator: A person riding, driving, or otherwise operating a motorized or non-motorized device.

l. Roadway: That portion of a highway improved, designed, or ordinarily used for vehicular travel, exclusive of the berm or shoulder. If a highway includes two or more separate roadways, the term "roadway" refers to any such roadway separately, but not to all such roadways collectively.

2. Rules and regulations for motorized and/or non-motorized devices (excluding bridges).

This section supplements the general traffic laws of the State of Florida, with the aim of governing the operation of bicycles, electric bicycles, skateboards, hover boards, scooters, electric scooters, shared mobility devices, and similar modes of transportation (motorized or non-motorized). It emphasizes safety and well-being for all users of public rights-of-way. This section shall not be construed to regulate "wheelchairs" or "other power-driven mobility devices" as defined under the Americans with Disabilities Act (ADA), 28 CFR § 35.104, as may be amended.

a. Riders of motorized and non-motorized devices shall comply with all applicable state, County and Town traffic laws, rules, and regulations as may be applicable to such devices.

b. Riders of motorized and non-motorized devices may be ticketed for traffic violations, as applicable, in the same manner as motor vehicles.

c. The operation of motorized and non-motorized devices on public sidewalks or walkways must yield the right-of-way to all pedestrians. All motorized and non-motorized devices within the town are limited to a maximum speed of 15 miles per hour on the public sidewalks. Devices capable of exceeding this speed limit are prohibited from being used on sidewalks.

d. Motorized and non-motorized devices are allowed to operate within bike lanes, if available, on shared use paths, designated by the town, upon streets or other areas as authorized by the town manager. All devices are required to go with the flow of traffic.

e. Ridership of more than one (1) person on any bicycle and motorized device is prohibited, unless such micromobility device is specifically designed to carry more than one person.

f. It is prohibited for a rider or riders to sit where feet are supposed to be placed, unless such micromobility device is specifically designed with a seat.

g. All bicycle and motorized devices must comply with the lighting standards set forth in section 316.2065(7), Florida Statutes, as may be amended,

which requires a reflective front white light visible from a distance of at least 500 feet and a reflective rear red light visible from a distance of at least 600 feet.

h. In addition to town code, bicycles and motorized devices are subject to all state laws pertaining to micromobility devices, motorized scooters, or electric bicycles, as applicable, and as may be amended.

Sec. 18-11. – Bicycle, Motorized and Non-Motorized devices parking.

a) Purpose. The purpose of this section is to restrict interference with the flow of pedestrian and vehicular traffic and to ensure the safety of all persons traversing sidewalks, streets, rights-of-way, and public property in the town. Motorized devices are those powered by a motor or engine, such as electric scooters, hover board electric bicycles, electric skateboards, and other similar devices.

b) Bicycle Motorized and/or non-motorized devices parking. All bicycles, skateboards, scooters, and other similar devices (motorized and/or non-motorized) when parked within the town, shall be parked in areas or zones designated and marked by the town for such purpose or otherwise by agreement between the town and the ~~bicycle~~ device owner, unless parked within private property by the property owner or with the consent of the property owner.

1) Motorized or non-motorized devices shall not be parked upon any public right-of-way (street, alley and/or sidewalk), except in a location designated for such parking.
2) Motorized or non-motorized devices shall not be parked in a manner that obstructs the ingress or egress from any park or parking location.
3) Motorized or non-motorized devices shall not be parked in a manner that prevents any right-of-way from maintaining at least 3 feet of walkway clearance.

c) Removal of bicycles, motorized or non-motorized devices improperly parked. Law enforcement officers or public service aids are hereby authorized to remove bicycles improperly parked and bring them to an impoundment area, such other place of safety, or to an area designated or maintained by the town for bicycles. Abandoned and lost bicycles shall be administered pursuant to Chapter 705, Florida Statutes.

d) Charges to be paid before property released from impoundment. No property retained in an impoundment area as herein provided shall be released therefrom until the charges for notice, transportation of such property into an impoundment area, and storage charges have been paid. Such charges shall be fixed by resolution based upon a computation of all actual expenses entered into the notice, removal, and storage of the same. Such charge or charges shall be

available for public inspection in the office of the ~~town clerk~~ Bay Harbor Islands Police department.

Sec. 18-12- ~~Reserved~~ Requirement for Operators Under Sixteen (16) Years Old.

Any person under the age of sixteen (16) years old shall operate a motorized and/or non-motorized device must wear a helmet that is properly fitted and is fastened securely upon the operator's head by a strap and that meets the federal safety standard for bicycle helmets, final rule, 16 C.F.R. part 1203 as provided in section 316.2065, Florida Statutes. It is unlawful for the parents, legal guardian, or custodian of a minor child to knowingly permit the child to violate any provision of this section.

a) The offense maybe be issued to the parents, legal guardian, or custodian of a minor child. All devices will be impounded and will require a pickup from the parents, legal guardian, or custodian of a minor child to claim the device.

Sec. 18-13- ~~Reserved~~ Enforcement.

A violation of this section shall be a traffic infraction and is punishable by any allowable fine or action applicable under Florida law. The police department will enforce all violations related to the use of bicycles, skateboards, scooters, and similar devices (whether motorized or non-motorized).

a) Bay Harbor Police department and public service aids may issue a bicycle, motorized, and non-motorized device safety brochure and a verbal warning to a bicycle or motorized rider or passenger who violates this subsection.
b) Any person violating a provision of this chapter shall be subject to the penalties and remedies provided.
c) Each violation, and each day, or portion thereof, that a violation of this section exists shall constitute a separate offense.

Sec. 18-14- ~~Reserved~~ Schedule of civil penalties.

The following table shows the sections of this Code, as they may be amended from time to time, which may be enforced pursuant to the provisions of this chapter; and the dollar amount of civil penalty for the violation of these sections as they may be amended.

a) Penalties

Code section	Description of violation	Civil penalty
Sec. 18-9	The riding of bicycles and motorized devices in a prohibited area. • Town bridges sidewalk	First offense: $50.00 Second offense: $100.00

	• Construction site • Riding into oncoming traffic	Third or subsequent offense: $250.00, plus impound fee.
	The riding of a motorized or non-motorized device, vehicle or bicycle which results in a strike, hit, or collision involving or which injures, a pedestrian.	First offense: $500.00 Second or subsequent offense: $1,000.00 plus impound fee. Sec. 316.027, Florida Statutes: The fee will determined by Law enforcements
Sec. 18-10(2)(e)	Ridership of more than one (1) person on any bicycle and motorized device.	First offense: $50.00 Second or subsequent offense: $100.00
Sec. 18-12	Any person under the age of sixteen (16) years old operating a motorized and/or non-motorized device without a helmet.	First offense: $50.00 Second or subsequent offense: $100.00, plus impound fee
Sec. 18-10(2)(g)	Operating a bicycle and motorized device without lighting standards.	First offense: A warning citation Second or subsequent offense: $50.00, plus impound fee
Sec. 18-12(a)	Impound of motorized and/or motorized per devices.	First offense: $25.00 Second or subsequent offense: $50.00 plus $10.00 per day

Sec. 18-15- ~~Reserved~~ Appeals.

1. A violator who has been served with a notice shall elect either to:
    a. Pay the civil penalty in the manner and within the time indicated on the notice; or

b. Request an administrative hearing before the special magistrate to appeal the decision of the Law enforcement officer which resulted in the issuance of the fine.

2. An appeal of the notice shall be accomplished by filing a request in writing to the address indicated on the notice, not later than forty-five (45) calendar days after the date of service of the notice.
3. If the named violator, after notice, fails to pay the civil penalty or to timely request an administrative hearing before the special magistrate, the special magistrate shall be informed of such failure by report from the law enforcement officer in the form of an affidavit. Failure of the violator to appeal the decision of the law enforcement officer within the prescribed time period shall constitute a waiver of the violator's right to administrative hearing before the special magistrate. A waiver of the right to administrative hearing shall be treated as an admission of the violation, and penalties may be assessed accordingly.

Secs. 18-126 —18-20. - Reserved.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 18 ("TRAFFIC AND VEHICLES") OF THE TOWN CODE OF ORDINANCES; AMENDING SECTION 18-10 ("REGULATION OF BICYCLES, MOTORIZED, NON-MOTORIZED AND OTHER SIMILAR DEVICES") TO REVISE SPEED LIMITS ON SIDEWALKS; AMENDING SECTION 18-12 ("REQUIREMENT FOR OPERATORS UNDER 16 YEARS OLD; PROHIBITION FOR OPERATORS UNDER 13 YEARS OLD"); PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the use of bicycles, scooters, and other micromobility devices has increased throughout the Town of Bay Harbor Islands; and

WHEREAS, the Town Council finds that regulation of such devices is necessary to ensure pedestrian safety and the general welfare of residents and visitors; and

WHEREAS, the Town Council desires to reduce allowable speeds on sidewalks and establish age-based safety restrictions for powered micromobility devices; and

WHEREAS, the Town Council finds that minors under the age of thirteen (13) should be prohibited from utilizing powered micromobility devices as a matter of public safety, health and welfare; and

WHEREAS, the Town Council finds that these amendments will promote safer shared use of public rights-of-way.

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

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

Section 2: That Chapter 18 ("Traffic and Vehicles") of the Code of Ordinances of the Town of Bay Harbor Islands is hereby amended as provided in Exhibit "A" attached hereto (with stricken text deleted and underlined text added).

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 this Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be renumbered 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, or 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 June, 2026.

PASSED on Second Reading this ____ day of _____, 2026.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Mayor Isaac Salver	_____
Vice Mayor Stephanie Bruder	_____
Council Member Molly Diallo	_____
Council Member Joshua Fuller	_____
Council Member Eric Rappaport	_____
Council Member Elchonon Shagalov	_____
Council Member Robert Yaffe	_____

_____
ISAAC SALVER
MAYOR

ATTEST:

_____
EVELYN HERBELLO, MMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
MCCARTER ENGLISH, LLP
INTERIM TOWN ATTORNEYS
BY: TANIA CRUZ-GIMENEZ, ESQ.

Exhibit "A"

Sec. 18-10. - Regulation of bicycles, motorized, non-motorized and other similar devices.

(2) Rules and regulations for motorized and/or non-motorized devices (excluding bridges). This section supplements the general traffic laws of the State of Florida, with the aim of governing the operation of bicycles, electric bicycles, skateboards, hover boards, scooters, electric scooters, shared mobility devices, and similar modes of transportation (motorized or non-motorized). It emphasizes safety and well-being for all users of public rights-of-way. This section shall not be construed to regulate "wheelchairs" or "other power-driven mobility devices" as defined under the Americans with Disabilities Act (ADA), 28 CFR § 35.104, as may be amended.

c. The operation of motorized and non-motorized devices on public sidewalks or walkways must yield the right-of-way to all pedestrians. All motorized and non-motorized devices within the town are limited to a maximum speed of ~~15~~ 10 miles per hour on the public sidewalks or as permitted for Florida Statute, whichever is lower. Devices capable of exceeding this speed limit are prohibited from being used on sidewalks.

Sec. 18-12. – Requirement for operators under 16 years old; prohibition for operators under 13 years old.

Any person under the age of 16 years old shall operate a motorized and/or non-motorized device must wear a helmet that is properly fitted and is fastened securely upon the operator's head by a strap and that meets the federal safety standard for bicycle helmets, final rule, 16 CFR part 1203 as provided in F.S. § 316.2065. It shall be unlawful for any person under the age of 13 years to operate or utilize any powered micromobility device within the Town. For purposes of this section, "powered micromobility device" includes, but is not limited to, electric scooters, electric bicycles, electric skateboards, and any similar device powered by an electric motor. It is unlawful for the parents, legal guardian, or custodian of a minor child to knowingly permit the child to violate any provision of this section.

(a) The offense maybe be issued to the parents, legal guardian, or custodian of a minor child. All devices will be impounded and will require a pickup from the parents, legal guardian, or custodian of a minor child to claim the device.

AGENDA ITEM REPORT
June 11, 2026

ITEM NUMBER: 16.

ITEM: Consideration and approval of an ordinance on first reading amending and adding provision to Chapter 12, Article II of the Code regarding vessel noise. Sponsored by Council Member Joshua Fuller.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Council Member Joshua Fuller

ATTACHMENTS

1.	Ordinance-Vessel Noise

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 12 ("NUISANCES"), ARTICLE II ("NOISE"), SECTION 12-22 ("PROHIBITED ACTS GENERALLY") OF THE TOWN CODE AND ADDING SECTION 12-29 ("NOISE REGULATIONS APPLIED TO VESSELS AND OTHER FLOATING STRUCTURES") TO THE TOWN CODE; TO PROVIDE FOR REGULATION OF NOISE EMITTED FROM VESSELS AND OTHER FLOATING STRUCTURES; ESTABLISHING MAXIMUM SOUND LEVELS; PROVIDING FOR APPLICABILITY TO WATERWAYS; PROVIDING FOR PENALTIES GENERALLY CONSISTENT WITH SECTION 21-28 OF MIAMI-DADE COUNTY CODE OF ORDINANCES ("NOISES; UNNECESSARY AND EXCESSIVE PROHIBITED"); PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, excessive noise emanating from vessels and floating structures adversely impacts the peace, comfort, and welfare of residents of the Town of Bay Harbor Islands; and

WHEREAS, the Town Council desires to address the absence of any reference to noise emanating from vessels or other floating structures in Section 12, Article II of the Town of Bay Harbor Code of Ordinances; and

WHEREAS, Miami-Dade County has adopted regulations governing noise from vessels, including maximum decibel standards and general prohibitions on excessive noise; and

WHEREAS, the Town Council desires to harmonize its noise regulations with those of Miami-Dade County to ensure consistent regulation and enforcement across shared waterways; and

WHEREAS, the Town Council finds that adoption of vessel-specific noise regulations promotes clarity, enforceability, and protection of residential quality of life

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

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

Section 2: That Chapter 12 ("Nuisances"), Article II ("Noise") of the Code of Ordinances of the Town of Bay Harbor, Florida, is hereby adding a new section to be designated as Section 12-29, and amending Section 12-22 as provided in Exhibit "A" of this Ordinance (with stricken text deleted and underlined text added):

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 June, 2026.

PASSED on Second Reading this ____ day of _____, 2026.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Mayor Isaac Salver	_____
Vice Mayor Stephanie Bruder	_____
Council Member Molly Diallo	_____
Council Member Joshua Fuller	_____
Council Member Eric Rappaport	_____
Council Member Elchonon Shagalov	_____
Council Member Robert Yaffe	_____

_____
ISAAC SALVER
MAYOR

ATTEST:

_____
EVELYN HERBELLO, MMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
MCCARTER ENGLISH, LLP
INTERIM TOWN ATTORNEYS
BY: TANIA CRUZ-GIMENEZ, ESQ.

EXHIBIT "A"

Sec. 12-22. – Prohibited acts generally.

The following acts and the causing or permitting thereof, are presumed to be in violation of this article.

(1) Operating or playing any radio, television, phonograph, drum, musical instrument or other machine or device for the production, reproduction or amplification of sound which creates a noise disturbance.

(2) Owning, possessing or harboring any animal or bird which frequently or for a continued duration howls, barks or makes other noises which create a noise disturbance.

(3) Operating or causing the operation of any tools or equipment used in construction activity and landscaping outside the hours specified in section 12-26 without first receiving a permit from the town manager pursuant to section 12-25.

(4) Using or firing explosives, fire crackers, firearms, sirens or similar devices, except in an emergency, or using or firing firecrackers, skyrockets or the like if prior permission is not obtained from the town manager.

(5) Noise regulations related to vessels and other floating structures, along with penalties associated with same, are provided in Section 12-29 of the Town Code.

Sec. 12-29. Noise regulations applied to vessels and other floating structures.

(1) Definitions.

Vessel shall have the meaning set forth in Chapter 327.02(46), Florida Statutes, and shall include every description of watercraft used or capable of being used as a means of transportation on water.

Floating structure shall mean any entity or device, not primarily used for navigation, which is capable of floating on water, including but not limited to platforms, barges, or similar structures.

Sound level (dBA) shall mean the A-weighted sound pressure level measured using a sound level meter meeting American National Standards Institute (ANSI) specifications.

Plainly Audible Standard shall mean to any sound that can be clearly heard by a person using their unaided hearing faculties from a distance of one hundred (100) feet.

(2) *Maximum Sound Levels.* No person shall operate or permit the operation of any vessel or floating structure on waters within or adjacent to the Town and the Town's jurisdictional waters (if granted cross-enforcement authority by the governmental entity with jurisdiction of the waters adjacent to the Town) in such a manner as to exceed a sound level of sixty (60) decibels (dBA) when measured at a distance of one hundred (100) feet from the vessel or floating structure or exceeding the plainly audible standard of one hundred (100) feet from said vessel or floating structure at any time.

(3) *General Prohibition.* It shall be unlawful for any person to create, permit, or allow any unreasonably loud, excessive, unnecessary, or unusual noise from a vessel or floating structure, including but not limited to amplified music, sound reproduction systems or boisterous and disorderly conduct noise, which disturbs the peace, quiet, comfort, or repose of reasonable persons of ordinary sensibilities.

(4) *Applicability.* The provisions of this section shall apply to all vessels and floating structures at all hours of the day operating within the jurisdictional limits of the Town and on waters adjacent thereto where the impacts of such noise are experienced within the Town.

(5) *Enforcement.* Both Town Law Enforcement Officers (as to both criminal and civil violations) and Town Code Enforcement Officers (as to civil violations only)(collectively referred to as "Enforcement Officers") are hereby authorized to enforce the provisions of this section as identified below:

(a) Enforcement Officers may measure sound levels using sound level meters in accordance with the accepted standards set forth by this section.

(b) Enforcement Officers may measure sound levels utilizing the plainly audible standard of one hundred (100) feet.

(c) Refusal to submit to a lawful sound level test when requested by a law Enforcement Officer shall constitute a violation of this section and thereby subject to the penalties provided hereto.

(6) *Relation to Other Laws.* Nothing in this section shall be construed to limit or preclude enforcement under applicable provisions of Florida law, including section 327.65, Florida Statutes, or applicable provisions of the Miami-Dade County Code. The provisions of this Section shall apply to noise originating from vessels and floating structures, to the extent permitted by law.

(7) *Violations.* Any person, including vessel owners, vessel renters and vessel passengers, who violate(s) any provision of this Section, shall be subject to enforcement as provided herein:

(a) *Civil and Criminal Penalties.* Unless otherwise provided, a violation of this Section shall be punishable in a manner generally consistent with comparable violations under Section 21-28 of the Miami-Dade County Code of Ordinances relating to noise and vessel operations, including:

(1) A fine not exceeding five hundred dollars ($500.00);

(2) Imprisonment for a term not exceeding sixty (60) days;

(3) Both such fine and imprisonment in the discretion of the court having jurisdiction over the cause; or

(4) Completion of the Miami-Dade County Diversion Program.

(b) *Code Enforcement.* In addition to criminal penalties, violations may be enforced through the Town's code compliance procedures pursuant to Chapter 162, Florida Statutes, including notices of violation, civil penalties, and liens.

(c) *Continuing Violations.* Each day that a violation continues shall constitute a separate offense.

(8) *Refusal to Submit to Sound Test.* Refusal to submit to a lawful sound level measurement when requested by a law enforcement officer shall constitute a separate violation subject to the same penalties.

(9) *Cumulative Remedies.* The penalties and remedies provided herein are cumulative and not exclusive. The Town may pursue any remedy available at law or in equity to ensure compliance.

AGENDA ITEM REPORT
June 11, 2026

ITEM NUMBER: 17.

ITEM: Discussion and possible action on the selection process for Town Attorney Services.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Lindsley Noel, Town Manager

ATTACHMENTS
None

ITEM 18

TOWN OF BAY HARBOR ISLANDS
PARKS AND RECREATION DEPARTMENT
MEMORANDUM

TO:	**Mayor and Town Council Members**
THRU:	Lindsley Noel, Town Manager
CC:	Tania Cruz-Gimenez, Interim Town Attorney Evelyn Herbello, Town Clerk
FROM:	Adrian Hernandez Parks and Recreation Director
DATE:	June 11th, 2026
SUBJECT:	Town of Bay Harbor Islands – Discussion to Approve Design and Expenditures of North and South Passive Park.

RECOMMENDATION

Staff is requesting approval from the Town Council regarding:

- Approval of the proposed renovation scope for the 94th Street and 103rd Street Passive Parks, encompassing landscape installation, tree trimming/pruning, sod replacement, irrigation repairs, perimeter pathway construction, and entrance gate installation; and
- Authorization for the expenditure of up to $425,000.00 to cover the total estimated project cost for both parks across all approved phases.

BACKGROUND

Town Staff were directed to evaluate and develop a comprehensive renovation plan for both passive parks, located at 94th Street and 103rd Street, which are in need of significant landscape, horticultural, and infrastructure improvements. Both parks have experienced gradual decline in sod quality, overgrowth in shrub beds, declining plant material, and aging infrastructure that has diminished their aesthetic appeal and usability for residents and visitors.

Staff worked with BrightView Landscape Services, the Town's contracted landscaping vendor, to develop a phased scope of work for both parks. The proposed renovation will completely enhance both parks, provide improved security through gated entrances, and give patrons the opportunity to walk along newly constructed interior pathways. The full scope is organized into five phases applicable to each park:

- **Phase 1 – Arbor:** Corrective pruning, thinning, and deadwood removal to all canopy trees at both parks.
- **Phase 2 – Irrigation:** Repair of existing irrigation systems and adjustments to ensure proper coverage for new sod, plant material, and pathway areas. Irrigation work is estimated at $5,000 and is pending final assessment.
- **Phase 3 – Pathway:** Construction of a standard concrete perimeter walking path within each park. The recommended option is standard concrete at a combined cost of $100,000 for both parks, inclusive of demolition and installation. Should the Town wish to upgrade to stamped/decorative concrete, the combined cost would be $195,000.
- **Phase 4 – Sod:** Full sod replacement at both parks using St. Augustine Palmetto, a shade-tolerant variety suited to the heavy canopy tree coverage. Existing sod has degraded and become weedy throughout both sites.
- **Phase 5 – Landscape Installation:** Installation of new bedding material, accent plants, and ground cover throughout both parks using a curated tropical plant palette including Clusia hedging, Heliconia, Dioon, Imperialis Bromeliad, Wart Fern, Philodendron varieties, Cordyline, Trailing Lantana, Tibouchina, and others.

In addition to the five phases, entrance gates will be installed at each park's access points to enhance security and provide a more defined entry experience. Gate installation cost will not exceed $20,000 total across both parks.

FINANCIAL ANALYSIS

The following table summarizes the estimated costs by phase and park based on proposals submitted by BrightView Landscape Services:

Phase	Description	Estimated Cost
94th Street Passive Park		
Ph. 1	Arbor – Canopy Tree Pruning & Deadwood Removal	$4,951.11
Ph. 2	Irrigation Repairs & Adjustments	$2,500.00
Ph. 3	Sod Replacement – St. Augustine Palmetto	$59,429.92
Ph. 4	Landscape Installation – New Plant Material & Bedding	$122,949.33
103rd Street Passive Park		
Ph. 1	Arbor – Canopy Tree Pruning & Deadwood Removal	$4,125.21
Ph. 2	Irrigation Repairs & Adjustments	$2,500.00
Ph. 3	Sod Replacement – St. Augustine Palmetto	$25,576.94

Ph. 4	Landscape Installation – New Plant Material & Bedding	$82,679.72
Both Parks – Shared Costs		
	Pathway Construction – Both Parks (Demo & Install)	Not to exceed $100,000**
	Entrance Gates – Both Parks	Not to exceed $20,000
	TOTAL ESTIMATED PROJECT COST	**$424,712.23**

ATTACHMENTS

- Attachment A – BrightView Landscape Services – Bay Harbor Islands Passive Parks Renovation Proposal



Bay Harbor Islands

Passive Parks

March 2026

BAY HARBOR ISLANDS

Proposed Scope:

- Landscape Upgrades to the Passive Parks on the North and South park of Bay Harbor Island.
- All Large Palms and Trees will remain.
- Any bedding material and shrubs that are not doing well will be removed.
- A new theme using new, accent plants and bedding material will be incorporated throughout both parks, creating a more upscale and inviting space to relax and enjoy the outdoors.



Proposed Phases:

- PHASE 1: Corrective pruning, thinning and dead wood removal to all Canopy Trees.
- PHASE 2: Repair existing irrigation and adjust to allow proper coverage for the proposed new sod , new plant material layout, and new paver path.
- PHASE 3: Paver Path Installation installed around the perimeter of each park.
- PHASE 4: Sod Replacement. Existing sod has gradually died out and become very 'weedy'. We recommend replacing all with the same sod, and more shade tolerant variety, due to the shade from the larger Canopy Trees.
- PHASE 5: Installation of new bedding material.

94th St. Passive Park Landscape Upgrades:

Entrance Areas:

- Each Park has several paver path entrances, these could be extended throughout the entire park to create a walking path. Rendering shown with both pavers and concrete. See photo example for concrete option.
- The Liriope is doing well, portions should remain as a border.
- Remove few Liriope from the center and add Radamachera to all entrance areas.
- Fill in the Clusia hedge around the perimeter of the park.
- Additional Option, to add a gate in front of each of the entrances.

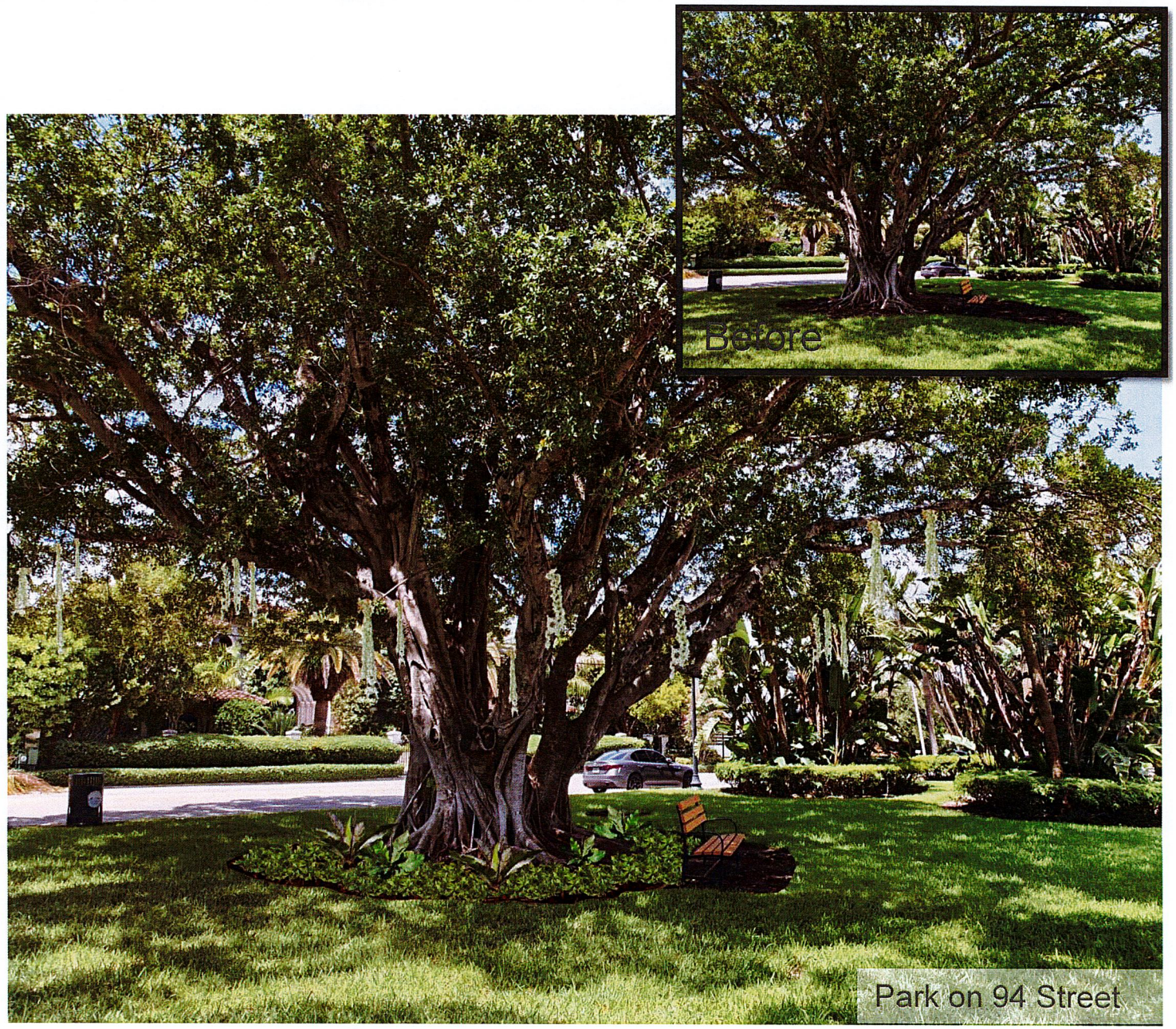




94th St. Passive Park Landscape Upgrades:

Canopy Tree Scope:

- There are several large Canopy trees in the parks, with extensive, protruding root systems. In order to accentuate their beauty of the trees and lessen the likelihood of them being tripping hazards we propose to install low growing ground cover with accents of Birds Nest Anthurium around the roots.
- Corrective pruning and dead wood removal should be done to all canopy trees.
- Add hanging Spanish Moss to the tree branches.



BrightView

94th St. Passive Park Landscape Upgrades:

Scope:

- Continue to fill in the outer perimeter hedge of Clusia.
- Accent beds here include Decorative Banana, Heliconia, Green Island Ficus, Wart Fern and different varieties of Philodendron.
- Many of the existing Philodendrons still looked good in this area and could be added to the existing.



BrightView

103rd St. Passive Park Landscape Upgrades:

Interior Landscape Beds:

- Keep exterior Clusia hedge, few areas will need to be extended or filled in.
- Remove interior Firebush hedge to gain back view of the landscape beds.
- Add various accent beds throughout, shown here a grouping of Dioon, Imperialis and Sword Ferns.
- Corrective pruning and dead wood removal should be done to all canopy trees.



BrightView

103rd St. Passive Park Landscape Upgrades:

Interior Landscape Beds:

- Keep exterior Clusia hedge, few areas will need to be extended or filled in.
- Remove interior Firebush hedge to gain back view of the landscape beds.
- Add various accent beds throughout, shown here a grouping of Dioon, Imperialis and Sword Ferns.



BrightView

103rd St. Passive Park Landscape Upgrades:

Interior Landscape Beds:

- Keep exterior Clusia hedge, few areas will need to be extended or filled in.
- Remove interior Firebush hedge to gain back view of the landscape beds.
- Where Firebush is being removed we propose to add a walking path around the perimeter of the park.
- New Sod should be added throughout as well.
- Add Black Mexican Beach Pebble to selected areas along the pathway.





103rd St. Passive Park Landscape Upgrades:

Park Island Tips:

- Firebush should be phased out throughout the park, some do not look their best and others have grown very tall, becoming too leggy at the bottom and blocking the view of most of the landscaping of the interior beds.
- Remove leggy Crotons, add *Green Island Ficus* as a back hedge, add *Tibouchina* and Trailing Lantana for added color. (Purple shown in the rendering, other colors are available)



BrightView

Proposed Plant Palette: Shrubs & Accent


Radamachera


Tibouchina G.


Ficus Montana


Green Island Ficus


Trailing Lantana



Liriope

Proposed Plant Palette: Shrubs & Accent


Variegated Green Island


Sword Fern


Imperialis Bromeliad


Dioon (mixed variety)

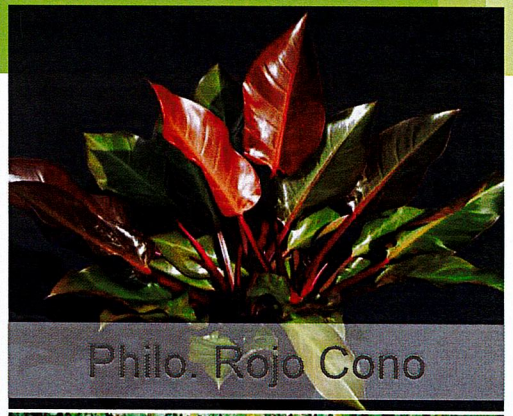

Spanish Moss


Clusia

Proposed Plant Palette: Shrubs & Accent


Philodendron 'Jungle Boogie'

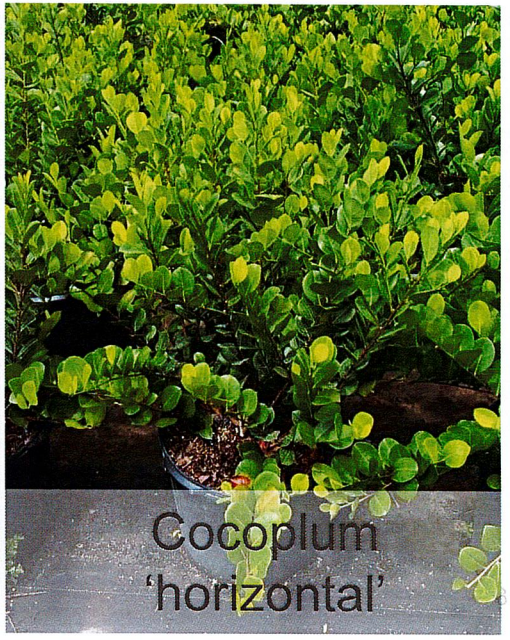

Wart Fern


Philo. Rojo Cono

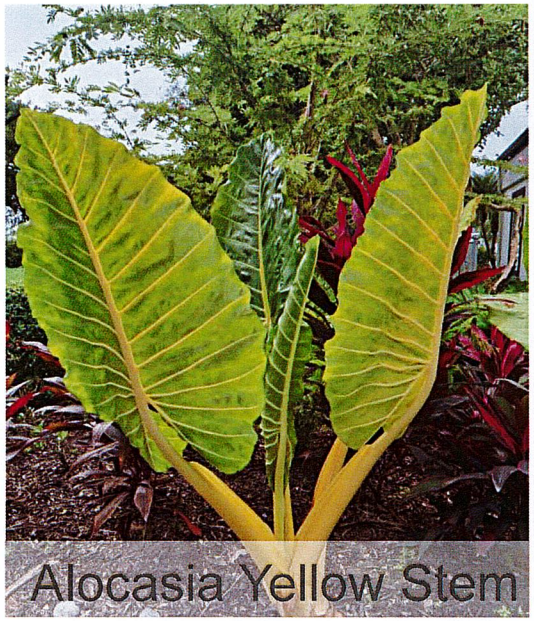

Philo. Black Cardinal


Cordyline Kiwi


Heliconia


Cocoplum 'horizontal'

Additional Options: Shrubs & Accent


Alocasia Yellow Stem


Jasmine Tri Color


Song of India


Alocasia Odora


Variegated Ginger


Silver Saw Palmetto

103rd St. Passive Park : Proposals

Phase 1: Arbor

BrightView Landscape Services

April 01, 2026
Page 1 of 4

Proposal for Extra Work at Bay Harbor Islands

Property Name	Bay Harbor Islands	Contact	Adrian Hernandez
Property Address	1251 94th St. Bay Harbor Islands , FL 33154	To Billing Address	Bay Harbor Islands Parks and Recreation 1030 95th Street Bay Harbor Islands, FL 33154
Project Name	Bay Harbor Islands Parks and Recreation, Phase 1		
Project Description	Phase 1: 103rd St. Passive Park Hardwood Pruning		

Scope of Work

PRUNING SYSTEMS TO BE APPLIED: (See Photos for details)

Crown Reduction Pruning - Pruning of primary limbs and leaders in outer canopy to reduce the size, height, even weight distribution of a tree. This is done to maintain the integrity and structure of the tree while reducing the overall size where needed. All reduction pruning will be done to secondary limbs that will form new canopy edges and become primary leader for limbs that were reduced. Canopy size shall be reduced by 25% the total canopy size (height and width) for the trees in this category. All Pruning as per ANSI A-300 Standards.

Crown Thinning- Pruning of limbs throughout the tree canopy to remove dead, diseased, broken and problem branches from canopy. Selectively remove branches to increase light penetration and air movement without changing the tree's overall shape. Branches removed shall be 1.5" - 2" in diameter or larger, only deadwood 2" or greater will be removed and no limbs greater than 4" to be removed unless dead/imminent risk for hazard. All Pruning as per ANSI A-300 Standards.

Crown Raising/Building Clearance- Pruning of lower limbs and canopy of trees growing over the sidewalk or roadway space. Directional pruning of limbs and canopy growing into structures (other vegetation, street lights etc.). Branches removed shall be 1.5" - 2" in diameter or larger, only deadwood 2" or greater will be removed and no limbs greater than 4" to be removed unless dead/imminent risk for hazard. All Pruning as per ANSI A-300 Standards.

Pruning Cross-Branches - Remove limbs that rub, which causes wounds, decay, and disease entry points. Identify branches crossing or rubbing, and remove the less structurally sound, smaller, or inward-growing branch back to the collar, preferably during the dormant season. This improves light penetration and airflow.

	Material/Description	Unit Price	Total
	Materials, Labor, Chip, Haul and Dump Debris to Prune Hardwoods at 103rd St Passive Park for Structure and Light Penetration.	$4,125.21	$4,125.21
	12 Other Misc. Hardwoods will be Structurally Pruned to Promote Proper Growth and Structure (Incl. Seagrape, Tabebuia, Green Buttonwood).	$0.00	$0.00

12 Other Misc. Hardwoods will be Structurally Pruned to Promote Proper Growth and Structure. Guide the tree toward its natural, intended form and Redirect Growth Energy by suppressing competing leaders using subordination cuts (shortening them), the tree redirects its energy and nutrients to the primary leader, allowing it to grow stronger.

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President

4155 E Mowry Dr, Homestead, FL 33033 ph. (305) 258-6011 fax (305) 259-0809

Overview Totals:

103 Street Passive Park		
Phase #	Amount	
#1: Arbor	$	4,125.21
#2: Irrigation*	$	-
#3: Paver Path **	$	-
#4: Sod	$	25,576.94
#5: Landscape	$	82,679.72
Total:	**$**	**112,381.87**

Notes:

*Irrigation pending

** Concrete Paver Path quote has been created under a separate line item, TBD by City

103rd St. Passive Park : Proposals

Phase 1: Arbor

BrightView

April 01, 2026

Proposal for Extra Work at Bay Harbor Islands

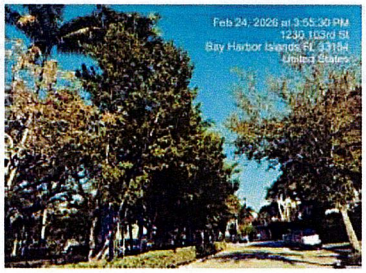
Ficus Tree - Upper Crown Reduction by 4'-6' as needed to reduce end weight of branches and allow for light penetration to Turf.

Rubber Tree - Crown Reduction of Upper Crown "Leggy Limbs" will be done by approx. 5' to promote new/stronger growth. Side Reduction to Lateral Branches 1/3 the size for Turf Sunlight Exposure. Plant/Palm Separation Reduction Cuts will be performed.

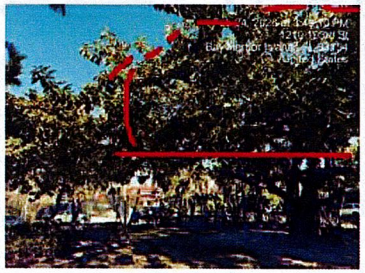
All Pruning Methods in Scope of Work will be used however, below are additional specific cuts.

Images

Misc 1



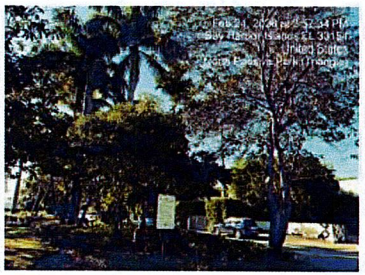
Rubber Tree 2



Ficus



Misc 2



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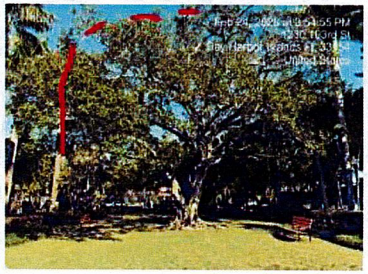
BrightView

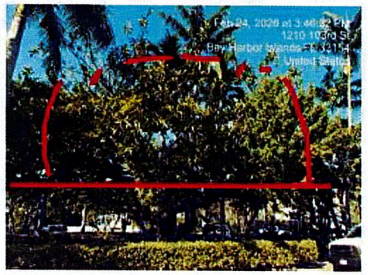
April 01, 2026

Proposal for Extra Work at Bay Harbor Islands

Ficus 2



Rubber Tree



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SO#	8859712
JOB#	352104493
Service Line	300

Total Price $4,125.21

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103rd St. Passive Park : Proposals

Phase 3: Paver Path

See slide # 26 and #27

103rd St. Passive Park : Proposals

Phase 4:Sod

BrightView Landscape Services

May 21, 2026

Proposal for Extra Work at Bay Harbor Islands

Property Name	Bay Harbor Islands	Contact	ADRIAN HERNANDEZ
Property Address	9665 Bay Harbor Terrace Bay Harbor Islands, FL 33154	To Billing Address	Bay Harbor Islands 9665 Bay Harbor Terr Bay Harbor Islands, FL 33154

Project Name: 103rd Street Passive Park, Phase 4 Sod installation

Project Description: 103rd Street Passive Park, Phase 4 Sod installation

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Labor to remove all old sod and weeds. Dispose of Green Waste.	$7,873.91	$7,873.91
35.00	YARD	SOIL 50-50 mix at average 1" depth at the base of new sod- PAGE 40 LINE L	$90.00	$3,150.00
23.00	EACH	St Augustine Palmetto (Materials, Delivery and Installation) PAGE40 LINE Q	$500.00	$11,500.00
1.00	WEEK	Sod Cutter	$1,070.94	$1,070.94
1.00	WEEK	Skid Steer	$1,982.09	$1,982.09

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SO#	8857182
JOB#	353607140
Service Line	130

Total Price $25,576.94

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103rd St. Passive Park : Proposals

Phase 5: Landscape

BrightView Landscape Services

May 21, 2026
Page 1 of 3

Proposal for Extra Work at Bay Harbor Islands

Property Name	Bay Harbor Islands	Contact	ADRIAN HERNANDEZ
Property Address	9665 Bay Harbor Terrace Bay Harbor Islands, FL 33154	To	Bay Harbor Islands
		Billing Address	9665 Bay Harbor Terr Bay Harbor Islands, FL 33154

Project Name: 103rd Street Passive Park, Phase 5 Landscape Installation

Project Description: 103rd Street Passive Park, Phase 5 Landscape Installation

Scope of Work

Excludes: Permitting, Mulch

Irrigation is for any minor repairs or adjustments needed for new landscaping.

Sod is for any minor repairs or adjustments.

Arbor, Sod, Sidewalk and Irrigation proposals have been included on a separate proposal for previous phases.

Parking areas around the park will need to be blocked for the duration of the project.

Plant counts based on previous phases of sod and walking path installed.

Proposal does NOT include mulch or any other top dressing, other than Black Mexican beach Pebble if approved.

Black Mexican Beach Pebble is only being proposed for selected areas along the landscape beds of the 'walkway'.

Reduced quantities to accommodate budget, 5-2026.

QTY	UoM/Size	Material/Description	Unit Price	Total
Bedding Material:			**Subtotal**	**$48,975.13**
1.00	EACH	Labor remove selected old plant material and prep areas for new plant material. Clean selected Bird of Paradise, remove few.	$3,934.17	$3,934.17
7.00	EACH	Dicon Spinulosum- 7 gal.	$193.86	$1,357.01
8.00	EACH	Silver Saw Palmetto- 7 gal.	$124.52	$996.16
55.00	EACH	Clusia guttifera- 7 gal. to fill in the existing exterior hedge, close in gaps.	$44.93	$2,471.01
16.00	EACH	Tibouchina granulosa- 15 gal.	$335.07	$5,361.07
20.00	EACH	Imperialis Bromeliad- 7 gal.	$193.60	$3,871.99
180.00	EACH	Variegated Triangle Ficus- 3 gal.	$18.79	$3,382.85
160.00	EACH	Green Island Ficus- 3 gal. PADE 41LINE X	$12.50	$2,000.00
155.00	EACH	Cocoplum Horizontal- 3 gal. PAGE 40 LINE T	$16.00	$2,480.00
65.00	EACH	Variegated Ginger- 3 gal. PAGE 41 LINE T	$21.00	$1,365.00

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BrightView Landscape Services

May 21, 2026
Page 2 of 3

Proposal for Extra Work at Bay Harbor Islands

35.00	EACH	Alocasia 'Yellow Stem' & 'Odora'- 3 gal.	$64.96	$2,273.66
120.00	EACH	Cordyline Kiwi- 3 gal.	$30.29	$3,635.23
30.00	EACH	Heliconia Rostrata- 7 gal.	$136.08	$4,082.38
80.00	EACH	Radamachera- 3 gal.	$28.96	$2,316.78
200.00	EACH	Wart Fern- 1 gal.	$13.22	$2,643.80
290.00	EACH	Liriope- 1 gal. PAGE 41 LINE DD	$7.45	$2,160.50
80.00	EACH	Philodendron Rojo Congo- 3 gal. PAGE 41 LINE JJ	$21.00	$1,680.00
8.00	EACH	Philodendron Jungle Book- 3 gal.	$64.96	$519.69
200.00	EACH	Trailing Lantana- 1 gal.	$13.22	$2,643.80
Hardscapes/Miscellaneous:			**Subtotal**	**$22,749.96**
18.00	YARD	Soil 50/50 to cover roots for newly installed bedding material. page 40 line L	$90.00	$1,620.00
1.00	EACH	Allowance for Irrigation adjustments of repairs.	$2,796.65	$2,796.65
1.00	WEEK	Skid Steer	$1,982.09	$1,982.09
5.00	TON	Black Mexican Beach Pebble 1-2", 6" wide along selected edge of walkway's landscape beds & Plastic Edging	$2,549.88	$12,749.38
8.00	GALLON	Rock Adhesive	$200.23	$1,601.84
4.00	PALLET	Sod St Augustine Palmetto (sod variety may change depending on what was installed in earlier phases) PAGE 40 LINE Q	$500.00	$2,000.00
Root Barrier:			**Subtotal**	**$10,954.63**
5.00	ROLL	Root Barrier 'Bio Barrier'	$1,839.62	$9,198.12
2.00	DAY	Trencher	$878.26	$1,756.51

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SO#	8857515
JOB#	353607140
Service Line	130

Total Price $82,679.72

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94th St. Passive Park : Proposals

Phase 1: Arbor

BrightView Landscape Services

April 01, 2026

Proposal for Extra Work at Bay Harbor Islands

Property Name	Bay Harbor Islands	Contact	Adrian Hernandez
Property Address	1251 94th St. Bay Harbor Islands , FL 33154	To Billing Address	Bay Harbor Islands Parks and Recreation 1030 95th Street Bay Harbor Islands, FL 33154
Project Name	Bay Harbor Islands Parks and Recreation, Phase 1		
Project Description	Phase 1: 94th St. Passive Park Hardwood Pruning		

Scope of Work

PRUNING SYSTEMS TO BE APPLIED: (See Photos for details)

Crown Reduction Pruning - Pruning of primary limbs and leaders in outer canopy to reduce the size, height, even weight distribution of a tree. This is done to maintain the integrity and structure of the tree while reducing the overall size where needed. All reduction pruning will be done to secondary limbs that will form new canopy edges and become primary leader for limbs that were reduced. Canopy size shall be reduced by 25% the total canopy size (height and width) for the trees in this category. All Pruning as per ANSI A-300 Standards.

Crown Thinning- Pruning of limbs throughout the tree canopy to remove dead, diseased, broken and problem branches from canopy. Selectively remove branches to increase light penetration and air movement without changing the tree's overall shape. Branches removed shall be 1.5" - 2" in diameter or larger, only deadwood 2" or greater will be removed and no limbs greater than 4" to be removed unless dead/imminent risk for hazard. All Pruning as per ANSI A-300 Standards.

Crown Raising/Building Clearance- Pruning of lower limbs and canopy of trees growing over the sidewalk or roadway space. Directional pruning of limbs and canopy growing into structures (other vegetation, street lights etc.). Branches removed shall be 1.5" - 2" in diameter or larger, only deadwood 2" or greater will be removed and no limbs greater than 4" to be removed unless dead/imminent risk for hazard. All Pruning as per ANSI A-300 Standards.

Pruning Cross-Branches - Remove limbs that rub, which causes wounds, decay, and disease entry points. Identify branches crossing or rubbing, and remove the less structurally sound, smaller, or inward-growing branch back to the collar, preferably during the dormant season. This improves light penetration and airflow.

	Material/Description	Unit Price	Total
	Materials, Labor, Chip, Haul and Dump Debris to Prune Hardwoods at 94th St Passive Park for Structure and Light Penetration.	$4,951.11	$4,951.11
	11 Other Misc. Hardwoods will be Structurally Pruned to Promote Proper Growth and Structure.	$0.00	$0.00

Seagrape 2 - Broken Limb and heavy Cross Branch Removal will be performed. Plant/Palm Separation Reduction Cuts will be performed.

Ficus 2 - Selective Pruning of Water Sprouts on lower First Order Branches will be completed to prevent overcrowding of future Branch Structure and allow for future light penetration.

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Overview Totals:

94 Street Passive Park		
Phase #		Amount
#1: Arbor	$	4,951.11
#2: Irrigation*	$	-
#3: Paver Path **	$	-
#4: Sod	$	59,429.92
#5: Landscape	$	122,949.33
Total:	**$**	**187,330.36**

Notes:

*Irrigation pending

** Concrete Paver Path quote has been created under a separate line item, TBD by City

94th St. Passive Park : Proposals

Phase 1: Arbor

BrightView

April 01, 2026
Page 2 of 5

Proposal for Extra Work at Bay Harbor Islands

All Pruning Methods in Scope of Work will be used however, below are additional specific cuts.

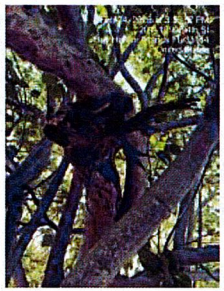
Ficus 1 - Crown Reduction of 4'-8' will be done on the North and South Sides for Emergency Vehicles and even Weight Distribution. East and West sides may be reduced as well however, only to balance aesthetically.

Seagrape 1 - Perform Reduction Cuts on Southeast side for even shape and weight distribution. Deadwood, Cross Branch cuts. Plant/Palm Separation Reduction Cuts will be performed.

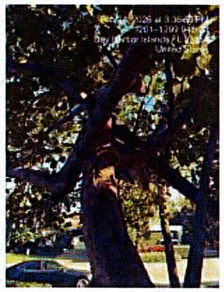
11 Other Misc. Hardwoods will be Structurally Pruned to Promote Proper Growth and Structure Tebebuia, Green Buttonwood).

Images

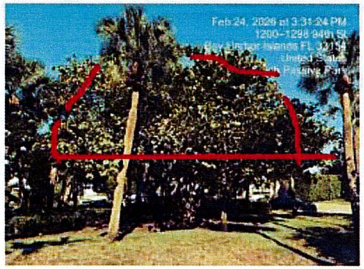
Seagrape 2D



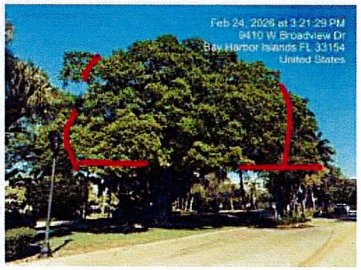
Seagrape 2C



Seagrape 2A



Ficus 1



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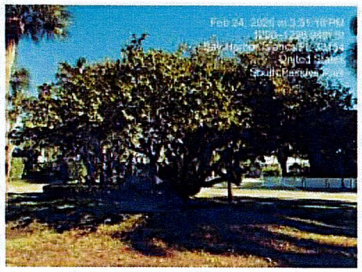
BrightView

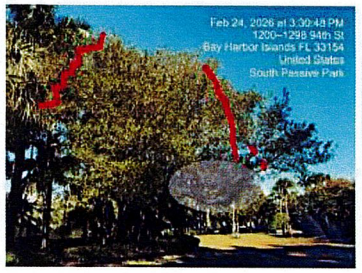
April 01, 2026
Page 3 of 5

Proposal for Extra Work at Bay Harbor Islands

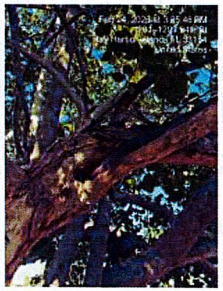
Seagrape 1



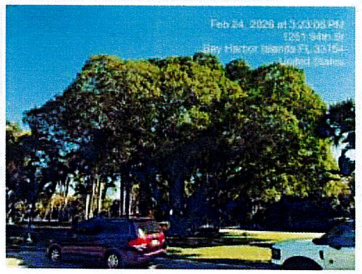
Middle Ficus



Seagrape 2B



Ficus 3



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94th St. Passive Park : Proposals

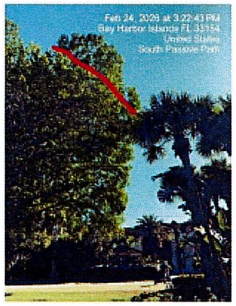
Phase 1: Arbor

BrightView Landscape Services

April 01, 2026

Proposal for Extra Work at Bay Harbor Islands

Ficus 2



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SO#	8859699
JOB#	352104493
Service Line	300

Total Price $4,951.11

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94th St. Passive Park : Proposals

Phase 3: Paver Path

See slide # 26 and #27

94th St. Passive Park : Proposals

Phase 4: Sod

BrightView Landscape Services

May 21, 2026

Proposal for Extra Work at Bay Harbor Islands

Property Name	Bay Harbor Islands	Contact	ADRIAN HERNANDEZ
Property Address	9665 Bay Harbor Terrace Bay Harbor Islands, FL 33154	To Billing Address	Bay Harbor Islands 9665 Bay Harbor Terr Bay Harbor Islands, FL 33154

Project Name	94th Street Passive Park, Phase 4 Sod Installation
Project Description	94th Street Passive Park, Phase 4 Sod Installation

Scope of Work

Irrigation will need to be in working order to warranty sod.

Irrigation repairs and adjustments are NOT included in our approval.

Permits are NOT included.

Park/parking spots will need to be blocked off for the duration of the job.

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Labor to remove all old sod and weeds. Dispose of Green Waste.	$13,546.90	$13,546.90
87.00	YARD	Soil 50/50 mix at average 1" depth at the base of the new sod. PAGE 40 LINE L	$90.00	$7,830.00
70.00	PALLET	St Augustine Palmetto (Materials, Delivery and installation PAGE 40 LINE Q	$500.00	$34,999.99
1.00	WEEK	Sod Cutter	$1,070.94	$1,070.94
1.00	WEEK	Skid Steer	$1,982.09	$1,982.09

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SO#	8857189
JOB#	353607140
Service Line	130

Total Price $59,429.92

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94th St. Passive Park : Proposals

Phase 5: Landscape

BrightView Landscape Services

May 21, 2026

Proposal for Extra Work at Bay Harbor Islands

Property Name	Bay Harbor Islands	Contact	ADRIAN HERNANDEZ
Property Address	9665 Bay Harbor Terrace Bay Harbor Islands, FL 33154	To	Bay Harbor Islands
		Billing Address	9665 Bay Harbor Terr Bay Harbor Islands, FL 33154
Project Name	94th Street Passive Park, Phase 5 Landscape Installation		
Project Description	94th Street Passive Park, Phase 5 Landscape Installation		

Scope of Work

Excludes: Permitting, Mulch

Irrigation is for any minor repairs or adjustments needed for new landscaping.

Sod is for any minor repairs or adjustments.

Arbor, Sod, Sidewalk and Irrigation proposals have been included on a separate proposal for previous phases.

Parking areas around the park will need to be blocked for the duration of the project.

Plant counts based on previous phases of sod and walking path installed.

Proposal does NOT include mulch or any other top dressing, other than Black Mexican beach Pebble if approved.

Black Mexican Beach Pebble is only being proposed for selected areas along the landscape beds of the 'walkway'.

Quantities adjusted to accommodate budget, 5-2026.

QTY	UoM/Size	Material/Description	Unit Price	Total
Bedding Material:			**Subtotal**	**$79,271.62**
1.00	EACH	Labor remove selected old plant material and prep areas for new plant material. Clean selected Bird of Paradise, remove few.	$8,119.94	$8,119.94
70.00	EACH	Clusia guttifera- 7 gal. to fill in the existing exterior hedge, close in gaps.	$44.93	$3,144.90
12.00	EACH	Dioon Spinulosum- 7 gal.	$193.86	$2,326.31
16.00	EACH	Silver Saw Palmetto- 7 gal.	$124.52	$1,992.37
18.00	EACH	Tibouchina granulosa- 15 gal.	$335.07	$6,031.18
20.00	EACH	Podocarpus- 7 gal. to extend existing Podocarpus.	$45.00	$900.00
14.00	EACH	Imperialis Bromeliad- 7 gal.	$183.60	$2,570.39
430.00	EACH	Variegated Triangle Ficus- 3 gal.	$18.79	$8,081.29
570.00	EACH	Green Island Ficus- 3 gal. PAGE 41 LINE X	$12.50	$7,125.00
150.00	EACH	Sword Fern- 3 gal.	$19.89	$2,983.88

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May 21, 2026

Proposal for Extra Work at Bay Harbor Islands

150.00	EACH	Horizontal cocoplum- 3 gal. PAGE 40 LINE T	$16.00	$2,400.00
180.00	EACH	Variegated Ginger- 3 gal. PAGE 41 LINE T	$21.00	$3,780.00
34.00	EACH	Alocasia 'Yellow Stem' & 'Odora'- 3 gal.	$64.96	$2,208.70
48.00	EACH	Cordyline Kiwi- 3 gal.	$30.29	$1,454.08
40.00	EACH	Heliconia Rostrata- 7 gal.	$136.08	$5,443.17
140.00	EACH	Radamachera- 3 gal.	$28.96	$4,054.41
432.00	EACH	Wart Fern- 1 gal.	$13.22	$5,710.61
230.00	EACH	LIROPE 1 GAL. PAGE 41 LINE DD	$8.00	$1,840.00
110.00	EACH	PHILODENDRON ROJO CONGO-3 gal. PAGE 41 LINE JJ	$21.00	$2,310.00
110.00	EACH	Philodendron Green Congo- 3 gal. PAGE 41 LINE JJ	$21.00	$2,310.00
300.00	EACH	Trailing Lantana- 1 gal.	$13.22	$3,965.70
8.00	EACH	Philodendron Jungle Book- 3 gal.	$64.96	$519.69
Hardscapes/Miscellaneous:			**Subtotal**	**$32,234.98**
18.00	YARD	Soil 50/50 to cover roots for newly installed bedding material. PAGE 40 LINE L	$90.00	$1,620.00
5.00	PALLET	St Augustine Palmetto (sod variety may vary depending on what is installed in earlier phase) PAGE 40 LINE Q	$500.00	$2,500.00
1.50	WEEK	Skid Steer	$1,982.09	$2,973.13
1.00	EACH	Allowance for irrigation adjustments of repairs.	$2,986.78	$2,986.78
8.00	TON	Black Mexican Beach Pebble 1-2", approximately 6" along accent edges of walkway's landscape beds & plastic landscape edging.	$2,519.10	$20,152.77
10.00	GALLON	Rock Adhesive	$200.23	$2,002.30
Root Barrier:			**Subtotal**	**$11,442.73**
5.00	ROLL	Root Barrier 'Bio Barrier'	$1,898.21	$9,491.05
2.00	DAY	Trencher	$975.84	$1,951.68

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SO#	8857987
JOB#	353607140
Service Line	130

Total Price $122,949.33

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94th St. and 103rd St. Passive Park : Proposals

Phase 3: Option 1, Decorative Concrete path installation

BrightView Landscape Services

May 21, 2026
Page 1 of 2

Proposal for Extra Work at Bay Harbor Islands

Property Name	Bay Harbor Islands	Contact	ADRIAN HERNANDEZ
Property Address	9665 Bay Harbor Terrace Bay Harbor Islands, FL 33154	To	Bay Harbor Islands
		Billing Address	9665 Bay Harbor Terr Bay Harbor Islands, FL 33154

Project Name: 93rd and 103rd Street Passive Park, Phase 3 (Option 1) Decorative Concrete Path installation

Project Description: 93rd and 103rd Street Passive Park, Phase 3 (Option 1) Concrete Path installation

Scope of Work

Does not include any Permits.

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Labor and Materials to install paver path, 1,000 linear ' feet x 6' width. Blue granite rock and color added. Sub base of 4" Limerock	$225,000.00	$225,000.00

Images

Concrete Pathway Notes

Clarification:

The price applies to standard working days during off-peak hours, with extra costs for weekend, night, or holiday concrete mixing plant and labor mobilization. It reflects the attached scope; changes may adjust the final cost. Concrete type and strength align with project specifications. The proposal uses a fixed unit price with adjustable quantity, with final charges based on actual usage. Material costs, subject to market shifts, are valid for five days, potentially requiring budget updates at signing.

Exclusions:

The bid price excludes several costs and services, including bonding, permits, inspection fees, professional design fees, surveying, and as-built documentation. It does not account for irregular working hours (weekends or weekdays), prevailing wages, or temporary installations such as traffic maintenance, protection of underground and adjacent structures (new and existing surfaces), work access, or sanitary facilities. Testing laboratory services and soil poisoning are also excluded. Pre-concrete installation tasks—earthwork, subgrade or base preparation, excavation, backfill, environmental and erosion control, and pest control—are not covered. Additionally, contributions from other trades, such as miscellaneous metals, welding, embed layout, concrete admixtures (including integrated color), pavers, restoration of existing pavement, utilities, and disturbed surface features, are not included. The price also omits any work beyond the property line shown in the drawings and items not explicitly listed in the attached bid breakdown. However, it does include items detailed in the estimating breakdown provided by others.

For internal use only

SO#	8886739
JOB#	353607140
Service Line	130

Total Price $225,000.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President

2711 SW 36th St, Dania Beach, FL 33312 ph. (954) 431-1111 fax (561) 848-8104



94th St. and 103rd St. Passive Park : Proposals

Phase 3: Option 2, Concrete path installation

BrightView Landscape Services

May 21, 2026

Proposal for Extra Work at Bay Harbor Islands

Property Name	Bay Harbor Islands	Contact	ADRIAN HERNANDEZ
Property Address	9665 Bay Harbor Terrace Bay Harbor Islands, FL 33154	To	Bay Harbor Islands
		Billing Address	9665 Bay Harbor Terr Bay Harbor Islands, FL 33154

Project Name: 93rd and 103rd Street Passive Park, Phase 3 (Option 2) Regular Concrete Path installation.

Project Description: 93rd and 103rd Street Passive Park, Phase 3 (Option 2) Regular Concrete Path installation

Scope of Work

Does not include any Permits.

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Labor and Materials to install paver path, 1,000 linear ' feet x 6' width. Traditional Concrete Sub base of 4" Lime rock.	$135,000.00	$135,000.00

Clarification:

The price applies to standard working days during off-peak hours, with extra costs for weekend, night, or holiday concrete mixing plant and labor mobilization. It reflects the attached scope; changes may adjust the final cost. Concrete type and strength align with project specifications. The proposal uses a fixed unit price with adjustable quantity, with final charges based on actual usage. Material costs, subject to market shifts, are valid for five days, potentially requiring budget updates at signing.

Exclusions:

The bid price excludes several costs and services, including bonding, permits, inspection fees, professional design fees, surveying, and as-built documentation. It does not account for irregular working hours (weekends or weekdays), prevailing wages, or temporary installations such as traffic maintenance, protection of underground and adjacent structures (new and existing surfaces), work access, or sanitary facilities. Testing laboratory services and soil poisoning are also excluded. Pre-concrete installation tasks—earthwork, subgrade or base preparation, excavation, backfill, environmental and erosion control, and pest control—are not covered. Additionally, contributions from other trades, such as miscellaneous metals, welding, embed layout, concrete admixtures (including integrated color), pavers, restoration of existing pavement, utilities, and disturbed surface features, are not included. The price also omits any work beyond the property line shown in the drawings and items not explicitly listed in the attached bid breakdown. However, it does include items detailed in the estimating breakdown provided by others.

For internal use only

SO#	8925522
JOB#	353607140
Service Line	130

Total Price $135,000.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President

2711 SW 36th St, Dania Beach, FL 33312 ph. (954) 431-1111 fax (561) 848-6104



BrightView®

Photo renderings provided may not depict the exact representation at the time of installation. Materials and size may vary depending on specs proposed and approved.

Photo Rendering By:
Melinda E. Griffin, BrightView 2026

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE RENOVATION SCOPE FOR THE 94TH STREET AND 103RD STREET PASSIVE PARKS; AUTHORIZING EXPENDITURE NOT TO EXCEED $424,712.23; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town desires to improve the condition, safety, and usability of its passive parks located at 94th Street and 103rd Street; and

WHEREAS, both parks have experienced deterioration in landscaping, irrigation systems, and infrastructure; and

WHEREAS, Town Staff worked with BrightView Landscape Services to develop a comprehensive phased renovation plan; and

WHEREAS, the proposed improvements include arbor work, irrigation repairs, pathway construction, sod replacement, landscape installation, and entrance gate installation; and

WHEREAS, the total estimated project cost for both parks across all phases is up to $425,000.00; and

WHEREAS, the Town Council finds that approval of this project will enhance public spaces and improve quality of life for residents.

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 incorporated herein as true and correct.

Section 2. The Town Council hereby approves the renovation scope for the 94th Street and 103rd Street Passive Parks, including landscape installation, tree trimming and

pruning, sod replacement, irrigation repairs, pathway construction, and entrance gate installation.

Section 3. The Town Council hereby authorizes expenditure in an amount not to exceed $425,000.00 for completion of the project.

Section 4. The Town Manager, or designee, is authorized to take all actions necessary to implement this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2026.

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION

Council Member Isaac Salver	_____
Council Member Stephanie Bruder	_____
Council Member Molly Diallo	_____
Council Member Joshua Fuller	_____
Council Member Eric Rappaport	_____
Council Member Elchonon Shagalov	_____
Council Member Robert Yaffe	_____

_____

Isaac Salver
Mayor

ATTEST:

_____

Evelyn Herbello, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND BENEFIT OF THE TOWN ONLY:

_____

McCarter & English
Tania Cruz-Gimenez, Esq.
Interim Town Attorney

AGENDA ITEM REPORT
June 11, 2026

ITEM NUMBER: 19.

ITEM: Consideration and possible action to select Brown & Brown as the Town's Health Insurance Broker of Record

DESCRIPTION:
Background

The Town issued Request for Professional Services (RPS) No. 7-1033-0-2026/FVR for health insurance broker services to provide group medical insurance benefits for Town employees. The solicitation was published in the *Daily Business Review*, on the Town website, MiamiDade.gov, and DemandStar.com.

The Town received two responsive proposals—from Brown & Brown and Gelin Benefits Group. An evaluation committee, consisting of the Human Resources Director, Capital Improvements Projects Director, and Finance Director, independently reviewed and scored each submission based on the following criteria:

- Firm Qualifications
- Project Team
- Previous Similar Projects & References
- Project Implementation Strategy

The committee met on June 1 to discuss the proposals. The evaluation committee members individually and collectively ranked Brown & Brown as the top proposer.

RECOMMENDED ACTION:
Select Brown & Brown Insurance as the Health Insurance Broker of Record for Town employee group medical benefits, and authorize the Town Manager to negotiate and execute a five-year agreement, subject to final approval as to form by Town staff and the Town Attorney.

FINANCIAL ANALYSIS:
This item has no fiscal impact as the Town does not pay the insurance broker. Rather, insurance brokers are paid commissions on the insurance policies that they sell.

BUDGET IMPACT:

Submitted By: Gerald Bryan, Finance Director

ATTACHMENTS

1.	Health_Insurance_Broker_Scoring_Sheet_by HRD
2.	Health_Insurance_Broker_Scoring_Sheet_TB
3.	Health_Insurance_Broker_Scoring_Sheet_SZ
4.	GBG Executed Proposal Town of Bay Harbor Islands
5.	050126 - Bay Harbor Health Ins. Broker - RESPONSE - FINAL

RPS No. 7-1033-0-2026/FVR – 11:45a 6/1/2026 review meeting.

Health Insurance Broker Services — Town of Bay Harbor Islands, Florida

The following scoring matrix evaluates the competitive proposals submitted for Health Insurance Broker Services. Ratings and qualitative rationale compare the qualifications, organizational capacity, project teams, reference history, and strategic methodology of **Brown & Brown** versus **Gelin**.

Evaluation Criteria	Max Pts	Brown & Brown	Gelin	Evaluation Summary & Qualitative Rationale
Firm Qualifications	25	25	20	B+B has over 87 years in the business; filed in 1947 making them well experienced. Gelin filed in 2019 making them 7 years in the business; relatively new.
Project Team	25	25	20	B+B's team dedicated to BHI is 6, all in house. Gelin has a team of 4 and uses external consultants for actuaries, pharmacies and benefits counsel
Previous Similar Projects & References	25	25	20	B+B provides an extensive public entities list as clients, and provided references of local entities and larger they service. Gelin only included 5 municipalities.
Project Implementation Strategy	25	25	20	Gelin provided a 3 phase process. B+B has an 8 step process and additionally has the experienced knowledge of BHI HRIS, employee audience and high touch needs.
TOTAL (100 pts)	**100**	100	80	Overall, B+B has serviced BHI very well, especially w the high touch needs within the subscribers. B+B has the high volume resources to support negations and information on renewals comparable to our size and usage.

Evaluated By: _____Kerry-Anne Billings_____ Date:____6/1/202_____

RPS No. 7-1033-0-2026/FVR

Health Insurance Broker Services — Town of Bay Harbor Islands, Florida

The following scoring matrix evaluates the competitive proposals submitted for Health Insurance Broker Services. Ratings and qualitative rationale compare the qualifications, organizational capacity, project teams, reference history, and strategic methodology of **Brown & Brown** versus **Gelin**.

Evaluation Criteria	Max Pts	Brown & Brown	Gelin	Evaluation Summary & Qualitative Rationale
Firm Qualifications	25	24	21	Brown & Brown's 87-year track record, 24,000+ employees, public ownership, incumbent status, and 200+ Florida public entity clients far exceed Gelin's 11 years, small size, and limited municipal portfolio, though Gelin earns credit for MBE certification.
Project Team	25	24	20	Brown & Brown fields a deeper, more credentialed in-house team including a J.D. compliance director, medical doctor, SPHR strategist, and wellness specialists, while Gelin relies on contractors for actuarial, pharmacy, and legal and lacks equivalent clinical depth.
Previous Similar Projects & References	25	25	22	Brown & Brown provides three strong references with 20+ year municipal contracts and a published list of 200+ Florida entities; Gelin's three references are positive but show shorter durations and smaller scale, with no additional client list.
Project Implementation Strategy	25	24	21	Brown & Brown's incumbent knowledge of Town-specific plans, detailed 6-month timeline, three documented claims advocacy examples ($144k+ saved), and performance guarantees surpass Gelin's generic three-phase plan, which lacks specific advocacy results and guarantee language.
TOTAL (100 pts)	**100**	**97**	**84**	**Brown & Brown is superior across all criteria, with particular strengths in firm stability, team depth, reference longevity, and implementation detail.**

Evaluated By: Gerald (Tony) Bryan, CPA, CPFO Digitally signed by Gerald (Tony) Bryan, CPA, CPFO Date: 2026.05.28 17:32:07 -04'00' Date: _____

RPS No. 7-1033-0-2026/FVR

Health Insurance Broker Services — Town of Bay Harbor Islands, Florida

The following scoring matrix evaluates the competitive proposals submitted for Health Insurance Broker Services. Ratings and qualitative rationale compare the qualifications, organizational capacity, project teams, reference history, and strategic methodology of **Brown & Brown** versus **Gelin**.

Evaluation Criteria	Max Pts	Brown & Brown	Gelin	Evaluation Summary & Qualitative Rationale
Firm Qualifications	25	25	22	Brown & Brown is one of the largest insurance brokerage firms in the country with extensive resources, specialized public-sector expertise, compliance support, actuarial resources, wellness programs, and a deep bench of subject matter experts. Their proposal demonstrated substantial organizational capacity and extensive Florida public entity experience. Gelin Benefits Group demonstrated strong municipal expertise and a highly personalized approach, but as a smaller boutique firm has more limited organizational resources and support infrastructure.
Project Team	25	23	24	Gelin's proposed Program Manager, offers over 22 years of employee benefits consulting experience with major national brokerage firms and direct municipal governance experience as a former elected official, providing exceptional understanding of public-sector needs. Brown & Brown presents a larger multidisciplinary team with strong technical expertise; however, several primary service team members appear to have comparatively fewer years with the firm. Gelin's smaller team offers direct senior-level involvement throughout the engagement.
Previous Similar Projects & References	25	25	23	Both firms demonstrated substantial municipal experience. Brown & Brown's public-sector portfolio and statewide resources are extensive, including specialized public entity divisions and numerous governmental clients. Gelin identified several Florida municipalities of comparable size and structure, including Miramar, Lauderhill, Lauderdale Lakes, Boynton Beach, and Broward County Supervisor of Elections. Brown & Brown receives an advantage due to the breadth and scale of governmental clients served.

Project Implementation Strategy	25	23	24	Gelin provided a detailed three-phase implementation plan tied specifically to the Town's October 1, 2026 plan year, including transition activities, compliance review, strategic planning, FSA/HSA feasibility analysis, claims monitoring, quarterly stewardship meetings, and service-level commitments. Brown & Brown presented a solid service model and organizational structure; however, no transition plan would be needed.
TOTAL (100 pts)	**100**	96	93	Both firms submitted highly qualified proposals. Brown & Brown's strengths are organizational depth, technical resources, and national public-sector expertise. Gelin's strengths are personalized service, municipal specialization, direct executive involvement, and a detailed implementation approach. Both proposals are highly competitive and would be capable of successfully serving the Town. If the Town prioritizes: -Hands-on executive involvement, personalized service, municipal-focused consulting, and direct access to senior leadership, Gelin Benefits Group would have a slight qualitative advantage. But transition activities, compliance review, strategic planning would have to be performed. -Large-firm resources, extensive technical support, actuarial/compliance depth, and organizational redundancy, Brown & Brown would have a slight qualitative advantage. Given the Town's current Organizational Structure, I recommend we continue with Brown & Brown for consistency and continuation of service.

Evaluated By: _____ Date: 6/1/2026

Gelin
Benefits Group

RESPONSE TO REQUEST FOR PROPOSAL

Town of Bay Harbor Islands

Florida

Health Insurance Broker Services

RPS No. 7-1033-0-2026/FVR



SUBMITTED TO

Town of Bay Harbor Islands
Office of the Town Clerk
1030 95th Street
Bay Harbor Islands, Florida 33154

SUBMITTED BY

Gelin Benefits Group
Mike Gelin, Principal
6750 N. Andrews Avenue, Suite 200
Fort Lauderdale, FL 33309

SUBMISSION DEADLINE

Thursday, May 28, 2026
2:00 p.m.

Gelin
Benefits Group

TAB 1

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- Resume — Shaheewa T. Jarrett, Esq.
- Resume — Bruce Gelin
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- Resume — Kurt Dosson, ASA, FCA, MAAA (GRS)
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Form 3A — Certificate of Authority

Form 8 — Addendum Acknowledgment

Form 9 — Single Execution Affidavits

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TAB 2

Letter of Intent

Introduction & Key Aspects of Our Response

May 28, 2026

Office of the Town Clerk
Town of Bay Harbor Islands
1030 95th Street

Bay Harbor Islands, Florida 33154

RE: Response to RPS No. 7-1033-0-2026/FVR — Health Insurance Broker Services

Dear Members of the Selection Committee:

On behalf of the Gelin Benefits Group, I am pleased to submit our response to the Town of Bay Harbor Islands for Health Insurance Broker Services. We have carefully reviewed the requirements set forth in RPS No. 7-1033-0-2026/FVR, and we are confident that our firm offers the Town the right combination of municipal experience, technical depth, and personalized service to be the Town's broker of record beginning October 1, 2026.

The Gelin Benefits Group is a Florida-licensed, minority-owned employee benefits consulting and brokerage firm headquartered in Fort Lauderdale. We were founded in 2015, and we have served Florida's public sector for more than a decade. We are certified as a Minority Business Enterprise with the State of Florida, the School Board of Broward County, the City of Tampa, Hillsborough County, Miami-Dade County Public Schools, and other agencies, and we hold Small Business Enterprise and County Business Enterprise certifications with Broward County Government. We are presently in good standing with all required licenses and authorizations to do business in the State of Florida, with no litigation or regulatory action against the firm within the last five years.

The proposed Program Manager for this engagement is Mike Gelin, CEBS, who will serve as the Town's dedicated point of contact. Mike brings 22 years of employee benefits industry experience, prior senior positions at Marsh & McLennan, Aon Consulting, Lockton Benefits, and CBIZ Benefits & Insurance Services, and the perspective of a former elected City Commissioner who understands municipal governance and the stewardship of public tax dollars. Mike will be supported by Shaheewa Jarrett, Esq., our Vice President of Compliance, by Bruce Gelin and Tsachai Aris, our Benefits Account Managers, and by our strategic partners at GRS Consulting (actuarial), AnucoRx (pharmacy), and Akerman LLP (ERISA counsel). One Program Manager, one coordinated team, one accountable firm.

Our public-sector portfolio includes the City of Miramar, the City of Lauderhill, the City of Lauderdale Lakes, the City of Boynton Beach, the Broward County Supervisor of Elections, and other Florida municipalities of similar scale and structure to Bay Harbor Islands. We bring direct familiarity with the regulatory framework governing the Town's program, including the Affordable Care Act, HIPAA, COBRA, PPACA, Florida Statute Section 112.08, and applicable Florida law. Three professional references are provided in Form 6 in further support of our past performance.

Our implementation strategy for the Town is built around a three-phase transition aligned to the Town's October 1, 2026, plan year and fiscal year. Phase 1 (Days 1 through 30) covers onboarding, data transition, and broker-of-record notifications. Phase 2 (Days 31 through 90) covers the comprehensive baseline assessment, compliance review, multi-year strategic plan, and feasibility analysis of the FSA and HSA the Town has expressed interest in exploring. Phase 3 (Day 91 onward) is the steady-state engagement, including monthly claims monitoring, quarterly stewardship meetings, annual renewal marketing, support for September open enrollment, and a one business day response standard for all matters arising under the engagement.

We have submitted one (1) original, ten (10) bound copies, and one (1) USB flash drive containing an electronic copy of our response in a sealed package marked in accordance with Section 2.1 of the RPS. The contents of this response are organized in the exact order required by Section 2.2 and include all required forms listed in Section 3.2.

We appreciate the opportunity to compete for the Town's engagement, and we welcome the opportunity to present our response in person to the Selection Committee.

Sincerely,



E. Mike Gelin, CEBS

President & Principal Consultant
Gelin Benefits Group
Direct: (954) 913-0299 | Toll-Free: (888) 960-6146
mike@gelinbenefitsgroup.com

Gelin
Benefits Group

TAB 3

Response Checklist

Form 1

Response Checklist

The Gelin Benefits Group has completed and submitted Form 1 — Response Checklist as required by Section 3.2 of the RPS. The completed Form 1 follows on the next page and confirms that all required elements of our response have been included and organized in the exact order specified by Section 2.2 of the RPS.

Form 1 — Response Checklist

FORM 1
RESPONSE CHECKLIST

☑	**Form 1:**	Response Checklist
☑	**Form 2:**	Response Information Form
☑	**Form 3:**	Certificate of Authority (Complete Form 3A or 3B as applicable)
		Certificate of Authority (for Corporations or Partnerships)
		Certificate of Authority (for Individuals)
☑	**Form 4:**	Company Qualifications Questionnaire
☑	**Form 5:**	Key Personnel and Staff
☑	**Form 6:**	Client References
☑	**Form 7:**	Dispute Disclosure
☑	**Form 8:**	Addendum Acknowledgment
☑	**Form 9:**	Single Execution Affidavits
☑	**Form 10:**	Anti-Kickback Affidavit
☑	**Form 11:**	E-Verify Affirmation Statement
☑	**Form 12:**	Anti-Human Trafficking Affidavit
☑	**Form 13:**	Affidavit of Compliance with Foreign Entity Laws
☑	**Form 14:**	Non-Collusion Statement

Gelin
Benefits Group

TAB 4

Firm's Qualifications

Form 4 & Form 6 | Licensure | Complaint History | Florida Authorization

Firm's Qualifications

The completed Form 4 — Company Qualifications Questionnaire and Form 6 — Client References are included with this response in further support of our firm's qualifications to serve the Town of Bay Harbor Islands.

Complaint History

The Gelin Benefits Group confirms that there is no official complaint history within the last five (5) years against the firm's qualifying professional license or against the individual professional licenses of any member of our team. The firm and each licensed member of our team are in good standing with the Florida Department of Financial Services and all other applicable regulatory authorities.

Florida Municipal Client Experience

Our current and past Florida municipal client experience includes the following public sector engagements, which collectively reflect more than a decade of consistent service to Florida cities and public agencies of comparable size and structure to the Town of Bay Harbor Islands:

- **City of Miramar**
- **City of Boynton Beach**
- **City of Lauderhill**
- **City of Lauderdale Lakes**
- **Broward County Supervisor of Elections**

Licenses and Authorization to Do Business in Florida

The Gelin Benefits Group is a Florida-licensed insurance agency authorized to do business in the State of Florida. The firm's agency license, the individual professional licenses of our four (4) licensed team members, and our proof of authorization to do business in Florida are included behind this tab on the pages indicated below.

Insurance

A copy of our current Certificate of Insurance is included behind this tab on the page indicated below.

Form 4 — Company Qualifications Questionnaire

FORM 4
COMPANY QUALIFICATIONS QUESTIONNAIRE

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable, in such instances insert "N/A".

1. How many years has your company been in business under its current name and ownership?

The Gelin Benefits Group has been in business serving clients for 11 years.

a. Professional Licenses/Certifications (include name and license #)* Issuance Date

Included in this proposal are copies of the Gelin Benefits Group agency license and employee individual licenses. Mike Gelin also holds certifcations including the Certified Employee Benefit Specialist, Group Benefits Associate, and Registered Health Underwriter.

(*include active certifications of small or disadvantage business & name of certifying entity)

2. Type of Company: ☐Individual ☐Partnership ☐Corporation ☑LC ☐Other

If other, please describe the type of company:

a. FEIN/EIN Number: 47-2805753

b. Dept. of Business Professional Regulation Category (DBPR): Florida Department of Financial Services

i. Date Licensed by DBPR: June 20, 2019

ii. License Number: L092510

c. Date registered to conduct business in the State of Florida: January 15, 2015

i. Date filed: January 15, 2015

ii. Document Number: L15000009436

d. Primary Office Location: 6750 N Andrews Avenue #200 Fort Lauderdale, FL 33309

e. What is your primary business? (This answer should be specific) Benefits Consulting & Insurance Brokerage Services

f. Name and Licenses of any prior companies

Name of Company	License Name & No.	Issuance Date
Not Applicable		

3. Company Ownership

a. Identify all owners or partners of the company: (Attach additional pages if necessary)

Name	Title	% of ownership
Elberg Mike Gelin	President	100%

b. Is any owner identified above an owner in another company? ☐Yes ☑No If yes, identify the name of the owner, other company names, and % ownership

c. Identify all individuals authorized to sign for the company, indicating the level of their signing authority (use additional pages/attachments if necessary)

Name	Title	Signatory Authority (All, Cost Up to $Amount, No-Cost, Other)
Elberg Mike Gelin	President	All
Shaheewa Jarrett	Secretary	All

4. Employee Information

a. Total No. of Employees: 4

b. Total No. of Managerial/Admin. Employees: 4

5. Recent Contracts

a. Identify the five (5) most recent contracts in which your company has provided similar services to other public entities. Include the Owner's name and contact person.

City of Miramar - Adam Burden

City of Lauderhill - CiCi Krempler

City of LAuderdale Lakes - Tara Williams

City of Boynton Beach - Heather Antillon

Broward County Supervisor of Elections - Dr. Susanne Timmons

6. Insurance Information:

a. Insurance Carrier name & address: The Hartford

b. Insurance Contact Name, telephone, & e-mail: Christian Barry | 407-562-3465 | Christian.barry@thehartford.com

c. Number of Insurance Claims paid out in last 5 years & value: $0.00

7. In the space below, describe any other experience, not covered by any of the stated submittal requirements of the RFQ, related to the Services to be performed under the Agreement that Proposer believes is unique to its organization and would benefit the Town.

The Gelin Benefits Group has experience supporting clients in transitioning from fully insured to self funded or level funded. We helped both the City of Miramar and Boynton Beach make the transition. We also assisted the City of Miramar in the selection and implemetnation of an onsite clinic to manage costs and and independent wellness program to promote healthy preventative behavior to reduce costs in both the short and long run. We also partner with procurement departments to manage the RFP process for all lines of coverage incluing the group medical, dental, vision, life and disability insurance, as well as supplemental insurance products.

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

Signature of Authorized Officer — **Date** May 27, 2026

Elberg Mike Gelin

Printed Name

Form 6 — Client References

FORM 6
CLIENT REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, CONTRACTOR TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.

REFERENCE #1

Public Entity Name:

City of Lauderdale Lakes

Reference Contact Name:

Tara Williams

Contact Title:

Director of Human Resources and Risk Management

Contact Department:

Human Resources and Risk Management

Contact Telephone:

(954) 535-2710

Contact Email:

taraw@lauderdalelakes.org

Public Entity Size/Number of Residents/Square Mileage:

Lauderdale Lakes employs about 115 employees serving approximately 38,000 residents within 4 square miles.

Contract Start Date: October 2019 **Contract End Date:** June 2030

Is the Contract still Active? Yes X No _____

Scope of Work (be as detailed as possible)

Gelin Benefits Group supports the Human Resources team in managing the group health and welfare program. We provide customer service and support to employees, assisted in implementing an online enrollment system and a move away from paper enrollments. We negotiated single digit increases in most of the past few years and saved money by transitioning from one carrier to a more competitive carrier after marketing the benefits program.

REFERENCE #2

Public Entity Name:

City of Boynton Beach

Reference Contact Name:

Heather Antillon

Contact Title:

Benefits Administrator

Contact Department:

Human Resources

Contact Telephone:

(561) 742-6275

Contact Email:

antillonh@bbfl.us

Public Entity Size/Number of Residents/Square Mileage:

Boynton Beach employs over 1,000 employees serving approximately 83,000 residents over 16.5 square miles.

Contract Start Date: March 2023 **Contract End Date:** March 2028

Is the Contract still Active? Yes X No _____

Scope of Work (be as detailed as possible)

The Gelin Benefits Group manages the health and welfare benefits of the City of Boynton Beach including the medical, dental, vision, life and disability insurance, open enrollment support, procurement management, and regular client service support. The Gelin Benefits Group recommended the City transition from fully insured to self funding to lower costs and provide additional options. Since the transition, Boynton Beach has received over a million dollars in pharmacy rebates.

REFERENCE #3

Public Entity Name:

City of Miramar

Reference Contact Name:

Adam Burden

Contact Title:

Assistant City Manager

Contact Department:

City Manager's Office

Contact Telephone:

(954) 602-3115

Contact Email:

alburden@miramarfl.gov

Public Entity Size/Number of Residents/Square Mileage:

Miramar employes over 1,200 employees serving approximately 143,000 residents over 28.9 square miles.

Contract Start Date: 12/2018 **Contract End Date:** 12/2026

Is the Contract still Active? Yes X No _____

Scope of Work (be as detailed as possible)

The Gelin Benefits Group manages the health and welfare benefits of the City of Miramar. This includes the group medical, dental, vision, life and disability insurance as well as other supplemental insurance products. They partner with our procurement department to manage the RFP process and guide the selection committee. The Gelin Benefits Group helped the city acheive savings by transitioning to self funding, implementing an onsite clinic, and adding an independent wellness program.

Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/14/2026

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

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

PRODUCER	CONTACT NAME:	
NUTMEG INS AGENCY INC/PHS 76210775 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	PHONE (A/C, No, Ext): (888) 925-3137	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
GELIN BENEFITS GROUP, LLC 4503 NW 103RD AVE STE 108 SUNRISE FL 33351-7981	INSURER A : Twin City Fire Insurance Company	29459
	INSURER B : Hartford Fire Insurance Company	19682
	INSURER C : Axis Surplus Insurance Company	26620
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			76 SBU IS9854	03/27/2026	03/27/2027	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			76 SBU IS9854	03/27/2026	03/27/2027	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			76 WEG BW0SNB	09/13/2025	09/13/2026	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE -EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	DATA BREACH - DEFENSE & LIAB COVG			76 SBU IS9854	03/27/2026	03/27/2027	Limit	$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

Insurer C: Professional Liability Policy: ENN612232 12/14/2025-12/14/2026 Limits: $1,000,000 Each Claim/ $3,000,000 Aggregate

CERTIFICATE HOLDER	CANCELLATION
For Informational Purposes 4503 NW 103RD AVE STE 108 FORT LAUDERDALE FL 33351-7981	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Susan L. Castaneda

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Agency License

Florida Department of Financial Services

GELIN BENEFITS GROUP

3350 SW 148TH AVENUE
SUITE 110
MIRAMAR FL 33027

Is hereby recognized as a

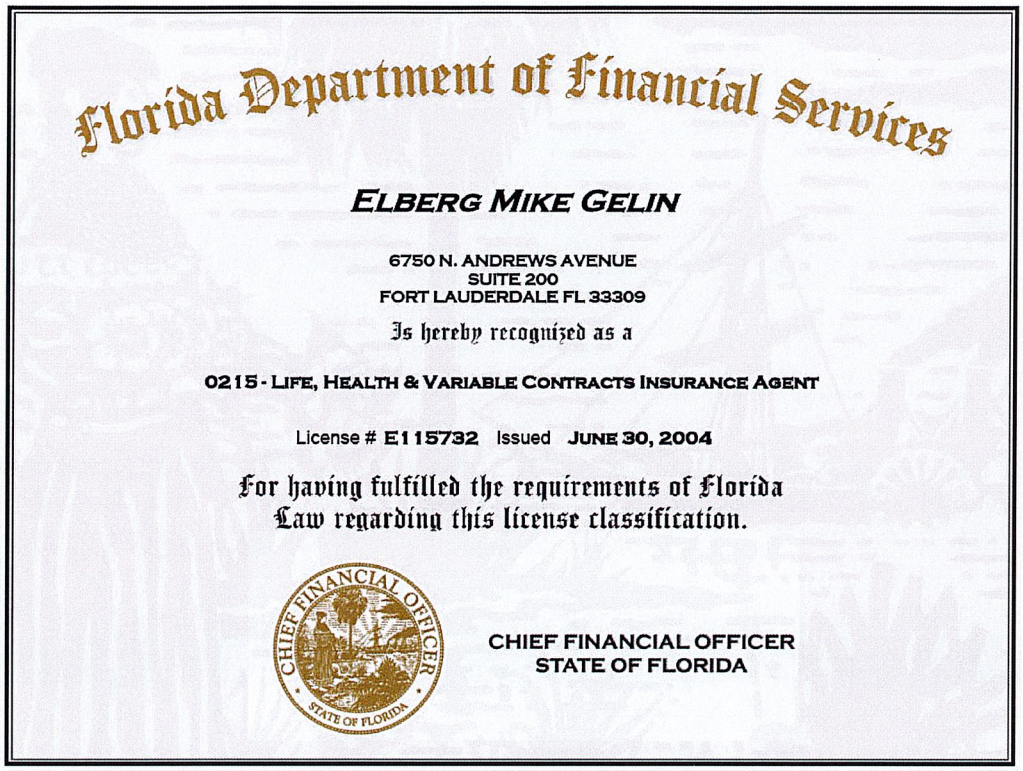
2105 - LICENSED INSURANCE AGENCY

License # **L092510** Issued **JUNE 20, 2019**

For having fulfilled the requirements of Florida Law regarding this license classification.

CHIEF FINANCIAL OFFICER
STATE OF FLORIDA

Individual License — E. Mike Gelin, CEBS



Florida Department of Financial Services

ELBERG MIKE GELIN

6750 N. ANDREWS AVENUE
SUITE 200
FORT LAUDERDALE FL 33309

Is hereby recognized as a

0215 - LIFE, HEALTH & VARIABLE CONTRACTS INSURANCE AGENT

License # **E115732** Issued **JUNE 30, 2004**

For having fulfilled the requirements of Florida Law regarding this license classification.

CHIEF FINANCIAL OFFICER
STATE OF FLORIDA

Individual License — Shaheewa T. Jarrett, Esq.

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

SHAHEEWA T. JARRETT

License Number : W336840

Resident Insurance License

• 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

12/27/2016

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at http://www.MyFloridaCFO.com/Division/Agents

Jeff Atwater
Chief Financial Officer
State of Florida

Individual License — Bruce Gelin



Florida Department of Financial Services

BRUCE EMIL GELIN

4890 W. KENNEDY BLVD, SUITE 800
TAMPA FL 33609

Is hereby recognized as a

0215 - LIFE, HEALTH & VARIABLE CONTRACTS INSURANCE AGENT

License # E186443 Issued JULY 14, 2005

For having fulfilled the requirements of Florida Law regarding this license classification.

CHIEF FINANCIAL OFFICER
STATE OF FLORIDA

Individual License — Tsachai Aris

Florida Department of Financial Services

TSACHAI N ARIS

135 WESTON RD
#233
WESTON FL 33326

Is hereby recognized as a

0215 - LIFE, HEALTH & VARIABLE CONTRACTS INSURANCE AGENT

License # **W103250** Issued **JULY 10, 2012**

For having fulfilled the requirements of Florida Law regarding this license classification.

CHIEF FINANCIAL OFFICER
STATE OF FLORIDA

Proof of Authorization to Do Business in Florida

Insert Florida Division of Corporations record / Sunbiz filing confirming the Gelin Benefits Group's active status to do business in Florida.

2026 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Mar 04, 2026
Secretary of State
6950036159CC

DOCUMENT# L15000009436

Entity Name: GELIN BENEFITS GROUP, LLC

Current Principal Place of Business:

4503 NW 103RD AVE
108
SUNRISE, FL 33351-7981

Current Mailing Address:

6750 N ANDREWS AVENUE
#200
FORT LAUDERDALE, FL 33309 US

FEI Number: 47-2805753

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

NORTHWEST REGISTERED AGENT LLC
7901 4TH ST N
STE 300
ST. PETERSBURG, FL 33702 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: TAYLOR NEWMAN 03/04/2026

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	AUTHORIZED MEMBER
Name	GELIN, ELBERG MIKE
Address	6750 N ANDREWS AVE 200
City-State-Zip:	FORT LAUDERDALE FL 33309-2142

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ELBERG MIKE GELIN MEMBER 03/04/2026

Electronic Signature of Signing Authorized Person(s) Detail — Date

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829
VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

Business Name: GELIN BENEFITS GROUP
Receipt #: 377-349334
Business Type: OFFICE/SALES/BUSINESS/ADMIN (INSURANCE BROKERAGE)

Owner Name: ELBERG MIKE GELIN
Business Location: 6750 N ANDREWS AVE STE 200 SUNRISE
Business Phone: 954 916-7153
Business Opened: 01/15/2015
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	6.75	0.00	0.00	51.75

Receipt Fee 45.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

ELBERG MIKE GELIN
4503 NW 103RD AVE STE 108
SUNRISE, FL 33351-7981

Receipt #WWW-25-00126298
Paid 11/26/2025 51.75

2025 - 2026

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829
VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

Business Name: GELIN BENEFITS GROUP
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Business Phone: 954 916-7153
Business Opened: 01/15/2015
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals

Signature

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	6.75	0.00	0.00	51.75

Receipt #WWW-25-00126298
Paid 11/26/2025 51.75

Gelin
Benefits Group

TAB 5

Personnel Qualifications

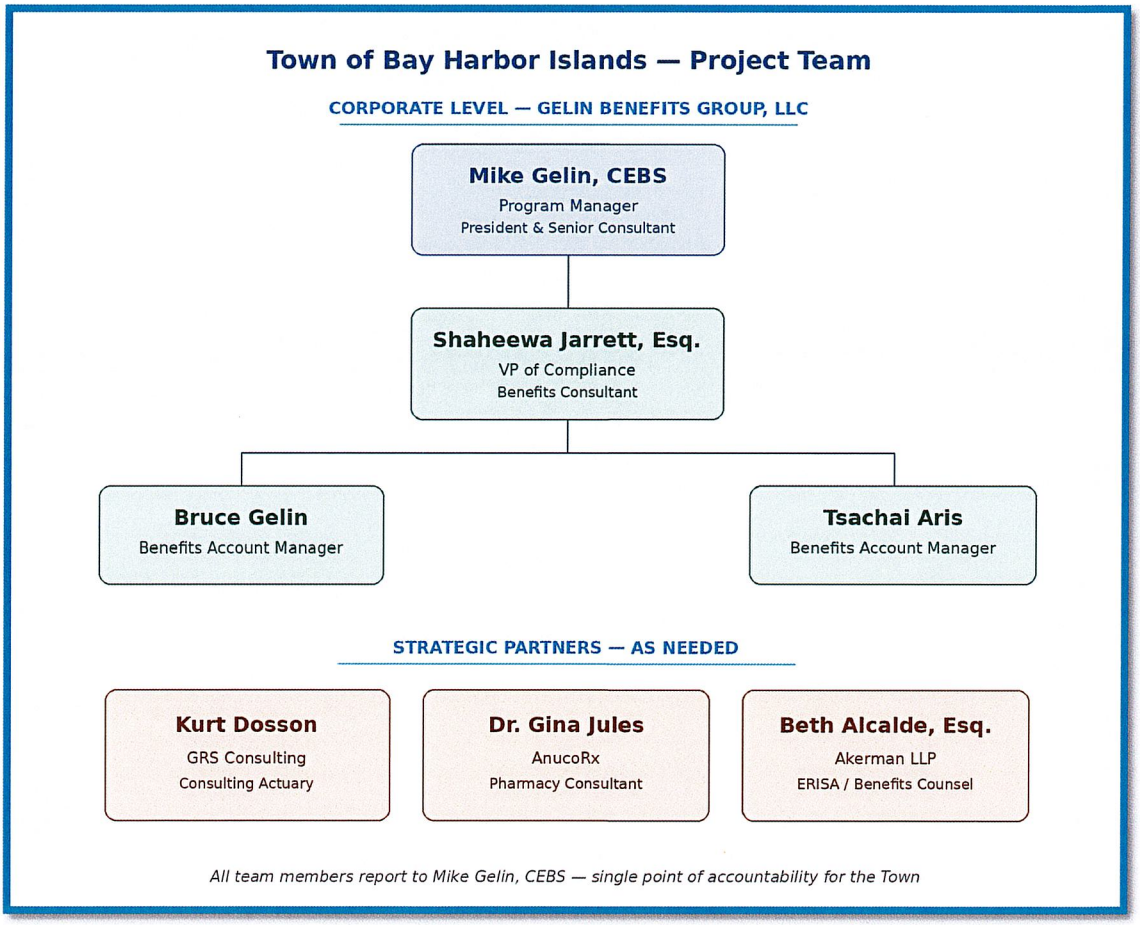
Form 5 | Organizational Chart | Resumes & References

Personnel Qualifications

The completed Form 5 — Key Personnel and Staff is included with this response, with our project team listed in the order in which they will be deployed on the Town's engagement. A one-page resume for each individual named on Form 5 follows the organizational chart on the pages indicated, including three (3) professional references for our Program Manager, Mike Gelin, CEBS.

Organizational Chart

The following organizational chart depicts our proposed project team for the Town of Bay Harbor Islands, including the Gelin Benefits Group and the strategic partners providing as-needed specialized support.



Form 5 — Key Personnel and Staff

FORM 5

KEY PERSONNEL AND STAFF

Proposer's Team & Key Personnel and Staff Table

1. Proposer shall complete the following chart with its proposed Key Personnel and Staff. If additional space is required, use a duplicate page and attach to this form.

Name	Job Title	Company	Years of Experience	Years with Proposer	Licenses & Certifications
Elberg Mike Gelin	President & Benefits Consultant	Gelin Benefits Group	20+	11	2-15
Shaheewa Jarrett	VP of Compliance & Benefits Consultant	Gelin Benefits Group	11	11	2-15 & FL Bar License
Tsaschai Aris	Account Manager	Gelin Benefits Group	14	5	2-15
Bruce Gelin	Account Manager	Gelin Benefits Group	16	11	2-15
Gina Jules	Pharmacist	Anuco RX	20	8	PS40526
Kurt Dosson	Actuary	GRS Consulting	15	5	
Beth Alcalde	Attorney	Akerman Law	25	11	Florida Bar

2. In the space below, explain the Proposer's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for, where substitution is required due to attrition, turnover, or specific request from the Town:

The Gelin Benefits Group has been with the same key personnel and partners for many years. Due to our experience in the industry, if something were to happen to key personnel we have the ability to hire a qualified consultant or account manager to maintain excellent client support and service.

3. In the chart below, provide the requested information for each Key Personnel or Staff member's engagement commitments that will exist concurrently with the Town's Services:

Name	Area of Responsibility	Commitment Hours	Client	Period of Engagement
E. Mike Gelin	Consulting & Account Management	20 (varies)	All	Ongoing
Shaheewa Jarrett	Consulting & Account Management	20 (varies)	All	Ongoing
Tsachai Aris	Account Management	25 but varies	All	Ongoing
Bruce Gelin	Account Management	25 but varies	All	Ongoing

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

Elberg Mike Gelin

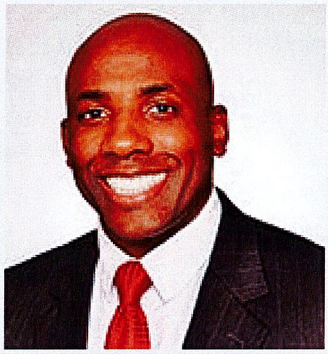
Signature of Authorized Officer **Print Name**

May 27, 2026

Date

E. Mike Gelin, CEBS

Program Manager | President & Senior Consultant



CONTACT
mike@gelinbenefitsgroup.com
Direct: (954) 913-0299
Toll-Free: (888) 960-6146

OFFICE
6750 N. Andrews Ave., Suite 200
Fort Lauderdale, FL 33309

Role on Engagement

Program Manager and the Town's dedicated point of contact. Mike will lead the annual renewal cycle, attend Town Council and Town Manager briefings as required, develop the multi-year strategic benefits plan, and serve as the single point of executive accountability for the engagement.

Professional Background

Mike Gelin is President of the Gelin Benefits Group, an insurance advisory, brokerage, and consulting firm. Mike launched the Gelin Benefits Group in January 2015 after spending more than fifteen years at some of the world's largest global consulting firms including Marsh & McLennan, Aon Consulting, and Lockton Benefits. Prior to founding the firm, Mike served as Vice President of CBIZ Benefits & Insurance Services. He began his career as a Group Underwriter at Cigna, carrier-side experience that informs every renewal he leads today.

Mike advises medium and large public and private entities in developing health care, wellness, and funding strategies to manage healthcare costs and improve employee health behaviors. He brings 22 years of employee benefits industry experience to the Town engagement. Mike is also a former elected City Commissioner, which gives him a firsthand understanding of municipal governance, the legislative process, and the careful stewardship of public tax dollars.

Notable Client Experience

- City of Miramar — self-funded plan transition; Lead Consultant
- City of Boynton Beach — renewal negotiator
- City of Lauderhill — modernization initiative
- City of Lauderdale Lakes
- Broward County Supervisor of Elections

Education

- Bachelor's Degree, Business Administration

Designations & Licenses

- Certified Employee Benefits Specialist (CEBS) Wharton School, University of Pennsylvania
- Group Benefits Associate (GBA)

- Registered Health Underwriter (RHU)
- Florida 2-15 Life, Health & Variable Annuities license
- Licensed in Florida, Georgia, New York, and additional states

Professional References

1. **Adam Burden |** Assistant City Manager | City of Miramar | (954) 602-3115 | alburden@miramarfl.gov
2. **Heather Antillon |** Benefits Administrator | City of Boynton Beach | (561) 742-6276 | antillonh@bbfl.us
3. **Tara Williams** | Director of HR & Risk Management | City of Lauderdale Lakes | (954) 535-2710 | TaraW@lauderdalelakes.org

Shaheewa T. Jarrett, Esq.

VP of Compliance & Benefits Consultant



CONTACT
sjarrett@gelinbenefitsgroup.com
Direct: (954) 913-0299

OFFICE
6750 N. Andrews Ave., Suite 200
Fort Lauderdale, FL 33309

Role on Engagement

Compliance lead and designated backup to the Program Manager. Shaheewa will review and validate carrier plan documents and SBCs each plan year, maintain the Town's ACA 1094/1095 reporting calendar, draft or review COBRA notices and General Notice procedures, provide written compliance memoranda on regulatory changes, and coordinate with Akerman LLP where escalated legal opinions are warranted.

Professional Background

Shaheewa Jarrett, Esq. serves as General Counsel and Vice President of Compliance for the Gelin Benefits Group. She is an accomplished Senior Benefits Consultant with nearly ten (10) years of experience in the employee benefits industry. Shaheewa has practiced law for nearly fifteen years at the federal level and is admitted to The Florida Bar and the D.C. Bar. She is admitted to practice before the U.S. District Court for the Middle District of Florida, the U.S. District Court for the Southern District of Florida, and the Eleventh Circuit Court of Appeals.

Shaheewa is a member of the Health Law Section of the American Bar Association and keeps abreast of legal developments affecting health plan benefits. She ensures that clients follow all laws regulating group health and welfare plans, including HIPAA, FMLA, ERISA, PPACA, COBRA, and Florida-specific statutes.

Notable Client Experience

- City of Miramar
- City of Lauderhill
- City of Lauderdale Lakes
- City of Boynton Beach
- Broward County Supervisor of Elections

Education

- Juris Doctor (J.D.)
- Bachelor's Degree, Business Administration

Bar Admissions & Licenses

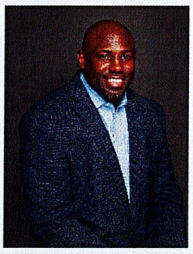
- The Florida Bar
- District of Columbia Bar
- U.S. District Court for the Middle District of Florida
- U.S. District Court for the Southern District of Florida
- Eleventh Circuit Court of Appeals
- Florida 2-15 Life, Health & Variable Annuities license

Professional Affiliations

- American Bar Association, Health Law Section
- Florida Bar Association
- International Foundation of Employee Benefit Plans

Bruce Gelin

Benefits Account Manager



CONTACT
bgelin@gelinbenefitsgroup.com
Direct: (888) 960-6146

OFFICE
6750 N. Andrews Ave., Suite 200
Fort Lauderdale, FL 33309

Role on Engagement

Day-to-day account service for the Town. Bruce will handle claims advocacy, billing reconciliation, eligibility issues, employee benefits questions, COBRA administration support, and open enrollment logistics.

Professional Background

Bruce Gelin brings eight years of benefits administration experience with particular focus on employee advocacy and claims resolution support. He has a proven ability to resolve complex benefits issues while maintaining positive relationships with employees, carriers, and administrators. Bruce maintains a first-contact resolution rate above 95% on employee inquiries and a 72-hour resolution target on complex multi-party claims issues across the firm's municipal client portfolio.

Notable Client Experience

- City of Miramar
- City of Lauderhill
- City of Lauderdale Lakes
- Broward County Supervisor of Elections

Education

- Associate's Degree, Business Administration

Licenses

- Florida 2-15 Life, Health & Variable Annuities license

Specializations

- Claims resolution and carrier advocacy
- COBRA administration
- Employee benefits education
- Billing reconciliation
- Eligibility verification

Tsachai Aris

Benefits Account Manager



CONTACT
taris@gelinbenefitsgroup.com
Direct: (954) 913-0299

OFFICE
6750 N. Andrews Ave., Suite 200
Fort Lauderdale, FL 33309

Role on Engagement

Day-to-day account service for the Town alongside Bruce Gelin. Tsachai will handle benefits administration coordination, vendor liaison, enrollment period planning, employee education, and renewal-cycle support.

Professional Background

Tsachai Aris is a seasoned Benefits Account Manager with extensive experience in employee benefits consulting, client relations, and strategic account management. He specializes in designing and managing comprehensive employee benefits programs that help organizations attract and retain top talent while controlling costs and ensuring compliance.

Known for his responsive service and strong analytical approach, Tsachai works closely with employers, carriers, and employees to deliver customized solutions across medical, dental, vision, life, disability, and voluntary benefits programs. His expertise includes benefits administration, open enrollment support, renewal negotiations, employee education, and ongoing client advocacy. Tsachai is committed to building lasting client relationships through professionalism, attention to detail, and a proactive approach to solving complex benefits challenges.

Notable Client Experience

- City of Miramar
- City of Boynton Beach
- City of Lauderhill

Education

- Bachelor's Degree, Business Administration

Licenses

- Florida 2-15 Life, Health & Variable Annuities license

Kurt Dosson, ASA, FCA, MAAA

Strategic Partner | Consulting Actuary, GRS Consulting



OFFICE
Gabriel, Roeder, Smith & Company
Fort Lauderdale, FL

Role on Engagement

Consulting actuary providing actuarial soundness analysis, IBNR reserve calculations, claims projections, and rate development as required to support the Town's program.

Professional Background

Kurt Dosson is a Consulting Actuary with Gabriel, Roeder, Smith & Company (GRS), one of the most respected actuarial firms serving Florida's public sector. Kurt brings deep experience in health and welfare plan actuarial work for municipalities, counties, and public agencies, including rate development, IBNR reserve analysis, alternative funding feasibility studies, and the actuarial filings required under Florida Statute Section 112.08.

Designations

- Associate, Society of Actuaries (ASA)
- Fellow, Conference of Consulting Actuaries (FCA)
- Member, American Academy of Actuaries (MAAA)

Engagement Terms

Kurt will be engaged on the Town engagement as needed on an as-required basis, consistent with how GRS supports the firm's other municipal clients.

Dr. Gina Jules, PharmD, CCHP

Strategic Partner | Pharmacy Consultant, AnucoRx



OFFICE
AnucoRx
Sunrise, FL

Role on Engagement

Pharmacy advisory services including formulary review, PBM contract analysis, rebate optimization, specialty drug strategy, and clinical program evaluation.

Professional Background

Dr. Gina Jules is a Doctor of Pharmacy with more than 15 years of experience in pharmacy benefits management. She evaluates formulary options, negotiates pricing agreements with pharmaceutical manufacturers, and implements cost-saving initiatives such as generic substitution, mail-order pharmacy programs, and specialty drug management.

Since 2005, Dr. Jules has implemented clinical pharmacy programs focused on the cost-effective utilization of pharmaceuticals. She has served as Chief Pharmacy Officer for a healthcare company, Assistant Professor of Pharmacy Practice, Drug Information Coordinator, Pharmacy Operations Manager for a national community-based pharmacy provider, and as an independent Consultant Pharmacist. Her professional experience affords her the knowledge and understanding of both clinical and financial outcomes based on utilization.

Notable Client Experience

- City of Miramar
- City of Lauderdale Lakes
- Broward Sheriff's Office

Education

- Doctor of Pharmacy (PharmD), Florida A&M University, College of Pharmacy
- Post-Graduate Residency in Managed Care (ASHP-Accredited)

Designations

- Certified Correctional Health Professional (CCHP)

Engagement Terms

Dr. Jules will be engaged on the Town engagement as needed on an as-required basis.

Beth Alcalde, Esq.

Strategic Partner | Office Managing Partner, Akerman LLP



OFFICE
Akerman LLP
Palm Beach County Offices
West Palm Beach, FL

Role on Engagement

Outside ERISA and employee benefits counsel for matters that warrant outside legal opinion beyond the scope of the Gelin Benefits Group's in-house compliance practice.

Professional Background

Beth Alcalde is the Office Managing Partner of Akerman LLP's Palm Beach County offices and a shareholder in the firm's nationally recognized Employee Benefits practice. She has practiced employee benefits law for more than 20 years and is Board Certified in Labor & Employment Law.

Beth has assisted clients in defending and responding to audits conducted by the IRS, the U.S. Department of Labor, and the U.S. Department of Health and Human Services. She is a contributing author on benefits compliance topics for the Employee Benefits Institute of America and has been recognized as a 'Power Leader in Law' and one of the 'Top 25 Influential Business Women' by the South Florida Business Journal.

Education

- J.D., Harvard Law School
- B.S., University of Florida (cum laude)

Bar Admissions

- The Florida Bar

Engagement Terms

Beth will be engaged on the Town engagement only where outside counsel is warranted beyond the scope of the Gelin Benefits Group's in-house compliance practice.

Gelin
Benefits Group

TAB 6

Project Implementation Strategy

Our Approach to Delivering Services to the Town

Project Implementation Strategy

At the Gelin Benefits Group, we deliver the Town's services through a coordinated team structure built around a single point of accountability. Mike Gelin, CEBS serves as the Principal Consultant and the Town's direct contact. Shaheewa Jarrett, Esq., our Vice President of Compliance, serves as co-lead and designated backup. Bruce Gelin and Tsachai Aris, our Benefits Account Managers, handle day-to-day account service. Our strategic partners, Kurt Dosson at GRS Consulting for actuarial work, Dr. Gina Jules at AnucoRx for pharmacy advisory, and Beth Alcalde at Akerman LLP for outside ERISA counsel, are integrated into the engagement on the same terms they support our other public sector clients.

Our timeline for the potential October 1 contract takeover follows three phases:

Phase 1, Days 1 through 30 (October 2026): Onboarding and Transition. Kickoff meeting with Town leadership, team and partner introductions, transition of historical plan and claims data from the incumbent broker, broker of record notifications to carriers and vendors, Benefits Insights data feeds established, and confirmation of the reporting calendar and quarterly meeting schedule.

Phase 2, Days 31 through 90 (November and December 2026): Baseline and Strategy.

Comprehensive baseline assessment of the plan including claims and utilization data, network performance, fixed costs, and contribution strategy. Identification of immediate cost containment opportunities and feasibility analysis for the FSA and HSA the Town has expressed interest in exploring. Compliance review under the Affordable Care Act, HIPAA, COBRA, PPACA, and applicable Florida law. Development of the multi-year strategic benefits plan. First Quarterly Stewardship Report and meeting with Town leadership.

Phase 3, Day 91 onward: Steady State Engagement. Continuous monthly claims monitoring, quarterly stewardship reports and meetings, annual renewal marketing beginning approximately five months before each October 1 anniversary, support for September open enrollment including multiple on-site employee meetings, annual reporting at plan year close, and a one business day response standard for all matters arising under the engagement.

Implementation Timeline — Effective October 1, 2026

Oct 1, 2026 — **Nov 1, 2026** — **Jan 1, 2027**

PHASE 1

Days 1–30 • October 2026

Onboarding

- Kickoff meeting with Town leadership
- Team and partner introductions
- Transition of historical plan data
- Broker of record notifications
- Benefits Insights data feeds set up
- Confirm reporting calendar

PHASE 2

Days 31–90 • Nov–Dec 2026

Baseline & Strategy

- Comprehensive baseline assessment
- FSA / HSA feasibility analysis
- Compliance review (ACA, HIPAA, COBRA)
- Multi-year strategic benefits plan
- Cost containment opportunities
- First Quarterly Stewardship Meeting

PHASE 3

Day 91 onward

Steady State

- Continuous monthly claims monitoring
- Quarterly stewardship reports
- Annual renewal marketing
- September open enrollment support
- Annual plan-year reporting
- One business day response SLA

Plan year and fiscal year run October 1 – September 30 — timeline aligns with both

Implementation Timeline — Effective October 1, 2026

Gelin
Benefits Group

TAB 7

Special Considerations

In-House Expertise & Value-Added Resources

Special Considerations

The Gelin Benefits Group brings several in-house resources and strategic partner capabilities to the Town of Bay Harbor Islands engagement that exceed the minimum requirements of the RPS. The resources outlined below are provided to our public sector clients at no additional cost beyond our standard broker compensation, and they are deployed on the Town engagement from day one.

In-House Compliance Practice

We are one of the few brokerage firms of our size that maintains a fully credentialed compliance practice in-house. Shaheewa Jarrett, Esq., our Vice President of Compliance, is a licensed attorney admitted to The Florida Bar and the D.C. Bar with nearly fifteen years of federal practice experience and nearly ten years in employee benefits. She serves as the dedicated compliance lead on each of our public sector engagements. For the Town, Shaheewa will review and validate carrier plan documents and SBCs each plan year, maintain the ACA 1094/1095 reporting calendar, draft or review COBRA notices and General Notice procedures, and provide written compliance memoranda on regulatory changes affecting the Town's program. The Town gains the benefit of dedicated in-house counsel on benefits matters without bearing the cost of outside legal fees for routine compliance work.

Outside ERISA Counsel Through Akerman LLP

For matters that warrant a formal outside legal opinion beyond the scope of our in-house practice, we maintain a long-standing strategic partnership with Beth Alcalde, Esq., Office Managing Partner of Akerman LLP's Palm Beach County offices. Beth has practiced employee benefits law for more than 20 years, is Board Certified in Labor & Employment Law, and has defended clients in audits before the IRS, the U.S. Department of Labor, and the U.S. Department of Health and Human Services. Beth holds a J.D. from Harvard Law School and a B.S. from the University of Florida (cum laude), and she has been recognized by the South Florida Business Journal as a 'Power Leader in Law' and one of the 'Top 25 Influential Business Women.' Beth is engaged on the Town engagement only where outside counsel is warranted, ensuring the Town has access to top-tier ERISA expertise without paying for it on routine matters.

Actuarial Expertise Through GRS Consulting

Self-funded analysis, IBNR reserve calculations, claims projections, rate development, and Florida Statute Section 112.08 actuarial soundness filings require credentialed actuarial work that goes beyond what most brokerage firms can provide internally. We address this through our strategic partnership with Gabriel, Roeder, Smith & Company (GRS), one of the most respected actuarial firms serving Florida's public sector. Kurt Dosson serves as the Town's Consulting Actuary on the engagement. Kurt holds the Associate, Society of Actuaries (ASA), Fellow, Conference of Consulting Actuaries (FCA), and Member, American Academy of Actuaries (MAAA) credentials, and he brings deep experience in health and welfare plan actuarial work for Florida municipalities, counties, and public agencies. As the Town considers funding strategy options over the course of the engagement, GRS and Kurt are available to deliver feasibility studies, rate development, and reserve adequacy testing on an as-needed basis.

Benefitfocus Benefits Insights Data Analytics Platform

We provide our public sector clients with access to the Benefitfocus Benefits Insights data analytics platform at no additional cost. Benefits Insights aggregates the Town's claims data, eligibility data, and pharmacy data into a single dashboard environment that allows our team and the Town's HR Manager to monitor plan performance in near real time. The platform supports drill-down reporting on high-cost claimants (within HIPAA limits), utilization trends by service category, network steerage performance, pharmacy spend by drug class, and chronic condition prevalence. We use Benefits Insights to inform every renewal recommendation, every plan design proposal, and every quarterly stewardship meeting we hold with the Town. The Town also gains a defensible, data-driven record of how plan decisions were made, which is valuable for budget presentations and Town Council briefings.

Compliance and Education Resources

Beyond the dedicated compliance support described above, we provide the following resources to our public sector clients on a recurring basis:

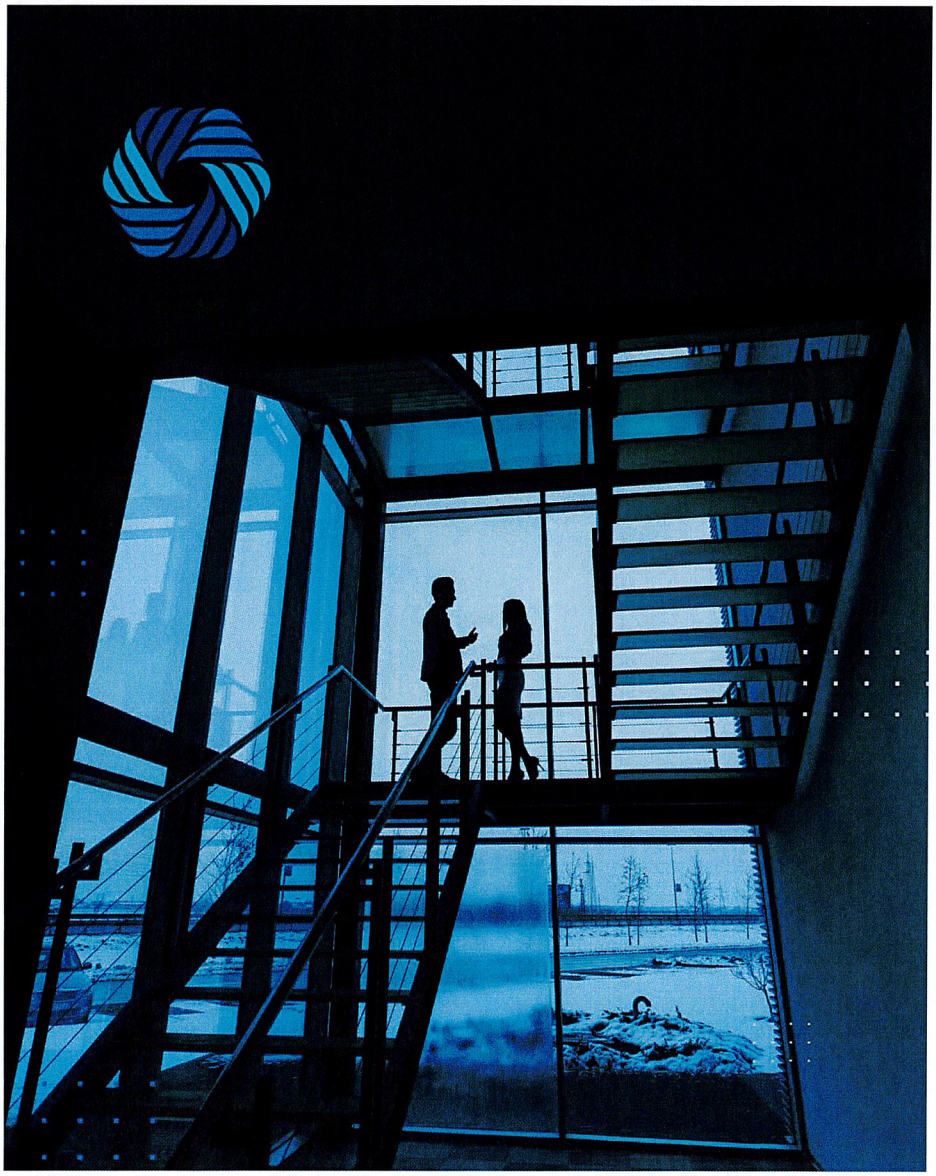
- **Compliance Newsletters.** Regular written updates on federal and state regulatory developments affecting employee benefits, including the Affordable Care Act, HIPAA, COBRA, PPACA, and Florida-specific statutes.
- **Compliance Checklists.** Annual and event-driven checklists covering ACA reporting, plan document maintenance, notice distribution, and audit readiness, designed to give the Town's HR Manager a clear month-by-month workplan.
- **Benefits Education Videos.** A library of short-form videos explaining how to use plan benefits, how to enroll, and how to navigate common claims and eligibility issues, available year-round and during open enrollment.
- **HR Hotline Quarterly Newsletter.** A quarterly publication covering current HR and benefits issues with practical guidance for municipal HR teams.
- **Quarterly HR Edge Newsletter.** A complementary quarterly publication focused on emerging trends in workforce management, employee engagement, and benefits strategy.

Wellness and Employee Communication Resources

- **Wellness Management Services.** Strategic guidance and program design support for wellness initiatives, biometric screenings, incentive program structures, and chronic condition management programs, drawing on our experience designing wellness programs for the City of Miramar, the City of Boynton Beach, and other Florida municipalities.
- **Wellness Newsletters.** Regular wellness content for distribution to the Town's employees on topics ranging from preventive care to nutrition to stress management.
- **Live Well, Work Well Monthly Employee Newsletter.** A monthly publication delivered directly to the Town's employees, covering practical wellness topics designed to support healthy behaviors year-round.
- **Mental Health Minute Monthly Newsletter.** A dedicated monthly publication addressing mental health, emotional well-being, and the resources available to employees through the Town's EAP and behavioral health benefits.

Procurement Management Services

We bring formal procurement discipline to every renewal, and every market check we conduct on the Town's behalf. Our procurement management process includes development of detailed bid specifications, formal RFP issuance to qualified carriers, structured evaluation of proposals against weighted criteria, line-by-line validation of carrier renewal calculations, and the development of evidence-based counterproposals where the carrier's initial position is not supported by the underlying data. This is the same disciplined procurement approach that has produced multi-million-dollar cumulative savings for our other municipal clients, and it is applied to the Town engagement at every renewal cycle.



Gelin
Benefits Group

TAB 8

Insurance

Certificates & Coverage Documentation

Insurance

We confirm that the Gelin Benefits Group meets the insurance requirements set forth in Section 2.3 of the RPS, and if selected, we will name the Town of Bay Harbor Islands as an Additional Insured on our applicable policies. Our coverage will be primary and non-contributory with respect to the Town, its officials, employees, agents, and volunteers, and we will provide a waiver of subrogation for the benefit of the Town along with no less than 30 days' advance written notice prior to cancellation, termination, or material alteration of any required policy. All of our policies are underwritten by carriers rated 'A-' or better by A.M. Best with a Financial Size Category of at least Class VII and authorized to do business in Florida, and we meet or exceed each of the required coverages for Commercial General Liability, Workers' Compensation and Employer's Liability, Business Automobile Liability, and Professional Liability / Errors & Omissions.

In addition to the required coverage, we also maintain Cyber Liability Insurance to protect against the data privacy and information security risks inherent in handling protected health information and personally identifiable information for our public sector clients. We refer to the Town to our current Certificate of Insurance, which is included on the following page in further confirmation of the above.

Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/14/2026

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

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

PRODUCER	CONTACT NAME:	
NUTMEG INS AGENCY INC/PHS 76210775 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	PHONE (A/C, No, Ext): (888) 925-3137	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
GELIN BENEFITS GROUP, LLC 4503 NW 103RD AVE STE 108 SUNRISE FL 33351-7981	INSURER A : Twin City Fire Insurance Company	29459
	INSURER B : Hartford Fire Insurance Company	19682
	INSURER C : Axis Surplus Insurance Company	26620
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			76 SBU IS9854	03/27/2026	03/27/2027	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			76 SBU IS9854	03/27/2026	03/27/2027	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A		76 WEG BW0SNB	09/13/2025	09/13/2026	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE -EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	DATA BREACH - DEFENSE & LIAB COVG			76 SBU IS9854	03/27/2026	03/27/2027	Limit	$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

Insurer C: Professional Liability Policy: ENN612232 12/14/2025-12/14/2026 Limits: $1,000,000 Each Claim/ $3,000,000 Aggregate

CERTIFICATE HOLDER	CANCELLATION
For Informational Purposes 4503 NW 103RD AVE STE 108 FORT LAUDERDALE FL 33351-7981	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Susan L. Castaneda

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Gelin
Benefits Group

TAB 9

Litigation Statement

Form 7 — Dispute Disclosure

Litigation Statement

Gelin Benefits Group has no litigation history. We have not been the subject of any lawsuit, arbitration, judgment, settlement, lien, bankruptcy filing, or other civil legal proceedings within the last five (5) years, and no such matter is currently pending or threatened against us. We have likewise not been the subject of any regulatory or administrative action by the Florida Department of Financial Services, the Florida Office of Insurance Regulation, the U.S. Department of Labor, or any other federal, state, or local regulatory authority during that same period.

All professional licenses and authorizations held by our firm and its principals are in good standing, and we have never been debarred, suspended, or declared ineligible to contract with any governmental entity. Our completed and executed Form 7, Dispute Disclosure, is included on the following page in further confirmation of the above.

FORM 7
DISPUTE DISCLOSURE

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

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

YES _____ NO ✓

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

YES _____ NO ✓

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

YES _____ NO ✓

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

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

Gelin Benefits Group	Elberg Mike Gelin
Firm:	**Authorized Signature:**
Elberg Mike Gelin	President
Print or Type Name:	**Title:**
May 21, 2026	
Date:	

Gelin
Benefits Group

TAB 10

Required Affidavits

Forms 10, 11, 12, 13 & 14

Required Affidavits

The Gelin Benefits Group has completed, executed, and submitted each of the required affidavits in full compliance with the RPS. The following forms are included behind this tab in the order specified by Section 2.2.

Form 10 — Anti-Kickback Affidavit,

Form 11 — E-Verify Affirmation Statement,

Form 12 — Anti-Human Trafficking Affidavit,

Form 13 — Affidavit of Compliance with Foreign Entity Laws, and

Form 14 — Non-Collusion Statement. Each affidavit has been signed by an authorized representative of the firm and notarized where required.

Toll-Free (888) 960-6146 • Direct (954) 913-0299 • mike@gelinbenefitsgroup.com • gelinbenefitsgroup.com
6750 N. Andrews Avenue, Suite 200 • Fort Lauderdale, FL 33309

Form 10 — Anti-Kickback Affidavit

FORM 10
ANTI-KICKBACK AFFIDAVIT

THIS AFFIDAVIT MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid/proposed will be paid to any employees of the Town of Bay Harbor Islands as a fee, commission, percentage, gift, or consideration as a result of this bid/proposal being awarded.

STATE OF: Tennessee

COUNTY OF: Bradley

The foregoing instrument was acknowledged before me this 21st day of May, 2026, by ELBERG MIKE GELIN, who is personally known to me or who has produced Drivers License as identification and who did/did not take an oath.

Signature

ELBERG MIKE GELIN

Print Name

President

Title

NOTARY PUBLIC:

Heather Graham — Heather Graham, Notary Public

Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or

__x__Produced identification (Type of Identification: Drivers License)

_____Did take an oath; or

_____Did not take an oath

Form 11 — E-Verify Affirmation Statement

FORM 11
E-VERIFY AFFIRMATION STATEMENT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town of Bay Harbor Islands to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide proof of its enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-everify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☒ Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of: **Signed, sealed and delivered by:**

Shaheewa T. Jarrett — Vice President

Witness #1 Print Name: **Print Name:**

Ananda Fordham — Administrative Assistant

Witness #2 Print Name: **Title:**

Entity Name: Gelin Benefits Group

ACKNOWLEDGMENT

State of Texas

County of Harris

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 27 day of May, 2026, by Elberg Mike Gelin (name of person) as President (type of authority) for Gelin Benefits Group (name of party on behalf of whom instrument is executed).

Shanieka Marie Morgan

Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or

__x__ Produced identification (Type of Identification: Drivers License)

_____ Did take an oath; or

_____ Did not take an oath

Shanieka Marie Morgan
Notary Public, State of Texas
Comm. Expires 12-12-2026
Notary ID 129440657

— 22 —

Notarized Online with NotaryLive.com

Form 12 — Anti-Human Trafficking Affidavit

FORM 12
ANTI-HUMAN TRAFFICKING AFFIDAVIT

Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an authorized officer or representative of Gelin Benefits Group, a nongovernmental business entity authorized to conduct business in the State of Florida, and attest that said entity does not use coercion for labor or services in connection with any contract, renewal, or extension entered into with a governmental entity in the State of Florida.

For purposes of this affidavit, "coercion" has the meaning provided in section 787.06, Florida Statutes, and includes knowingly providing or obtaining labor or services by:

1. Using or threatening to use physical harm against any person;
2. Restraining, isolating, or threatening to restrain or isolate any person;
3. Withholding, destroying, or confiscating a passport, immigration document, or other personal identification document;
4. Threatening financial harm to any person; or
5. Using fraud or deception.

Under penalty of perjury, I hereby declare and affirm, to the best of my knowledge and belief, that the above stated facts are true and correct.

By:

ELBERG MIKE GELIN

Name:

President

Title:

H.G.

STATE OF ~~FLORIDA~~ Tennessee

COUNTY OF Bradley

SWORN TO AND SUBSCRIBED before me by means of ☐physical presence or ☒online notarization this 21st day of May, 2026, by ELBERG MIKE GELIN, as President of Gelin Benefits Group, a Florida entity. He/She is ☐personally known to me or ☒has produced Drivers License (Type of Identification) as identification.

Town of Bay Harbor Islands — Required Submission Forms

Heather Graham

Signature of Notary Public

Heather Graham, Notary Public

Print, Type or Stamp Name of Notary

0439834

Serial Number, if any

HEATHER GRAHAM
Online Notary Public, State of Tennessee
Bradley County
My Commission Expires Jul. 25, 2029

Notarized Online with NotaryLive.com

Form 13 — Affidavit of Compliance with Foreign Entity Laws

FORM 13

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

Pursuant to Section 607.1501, Florida Statutes, and other applicable laws, any foreign corporation (incorporated outside the State of Florida) must obtain a certificate of authority from the Florida Department of State before transacting business in Florida. Visit http://www.dos.state.fl.us/ for more information.

I, the undersigned, am an authorized officer or representative of Gelin Benefits Group, and hereby certify under penalty of perjury that:

1. The entity is duly organized and validly existing under the laws of the state or country of its formation.
2. If the entity is a foreign corporation, limited liability company, or other business entity formed outside the State of Florida, the entity has obtained a certificate of authority from the Florida Department of State and is in good standing to transact business in Florida, OR is otherwise exempt from such requirement.
3. The entity is in compliance with all applicable foreign entity laws required to conduct business with the Town of Bay Harbor Islands.

Under penalty of perjury, I hereby declare and affirm, to the best of my knowledge and belief, that the above stated facts are true and correct.

Signature:

Elberg Mike Gelin
Print Name:

President
Title:

Gelin Benefits Group
Entity Name:

May 21, 2026
Date:

STATE OF ~~FLORIDA~~ H.G. Tennessee

COUNTY OF Bradley

SWORN TO AND SUBSCRIBED before me by means of ☐physical presence or ☒online notarization this 21st day of May, 20 26, by ELBERG MIKE GELIN, as President of Gelin Benefits Group. He/She is ☐ personally known to me or ☒ has produced Drivers License (Type of Identification) as identification.

Heather Graham

Signature of Notary Public

Heather Graham, Notary Public

Print, Type or Stamp Name of Notary

0439834

Serial Number, if any

HEATHER GRAHAM
Online Notary Public, State of Tennessee
Bradley County
My Commission Expires Jul. 25, 2029

Notarized Online with NotaryLive.com

FORM 14
NON-COLLUSION STATEMENT

The undersigned, by signing this statement, hereby certifies as follows:

1. The prices in this Proposal/Bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer/Bidder or with any competitor.

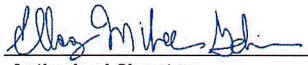
2. Unless otherwise required by law, the prices which have been quoted in this Proposal/Bid have not been knowingly disclosed by the Proposer/Bidder and will not knowingly be disclosed by the Proposer/Bidder prior to opening, directly or indirectly, to any other Proposer/Bidder or to any competitor.

3. No attempt has been made or will be made by the Proposer/Bidder to induce any other person or firm to submit or not to submit a Proposal/Bid for the purpose of restricting competition.

4. The statements contained in this Non-Collusion Statement are true and correct, and made with full knowledge that the Town of Bay Harbor Islands relies upon the truth of the statements contained in this Non-Collusion Statement in awarding contracts for said work.

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

Gelin Benefits Group
Firm Name:


Authorized Signature:

Elberg Mike Gelin — President
Print or Type Name: — **Title:**

May 21, 2026
Date:

Gelin
Benefits Group

TAB 11

All Other Required Forms

Forms 2, 3A/3B, 8 & 9

All Other Required Forms

The Gelin Benefits Group has completed and submitted all remaining forms listed in Section 3.2 of the RPS. The following forms are included behind this tab:

Form 2 — Response Information Form

Form 3A — Certificate of Authority (Corporations or Partnerships)

Form 8 — Addendum Acknowledgment

Form 9 — Single Execution Affidavits

Form 3B (Certificate of Authority for Individuals) is not applicable to our firm and has therefore not been submitted. All forms have been signed by an authorized representative of the firm and, where required, notarized.

FORM 2
RESPONSE INFORMATION FORM

I certify that any and all information contained in this RFQ is true. I certify that this RFQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFQ for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFQ, and certify that I am authorized to sign for the Proposer's firm. Please print the following and sign your name:

Gelin Benefits Group
FIRM NAME

6750 N Andrews Avenue #200 Fort Lauderdale FL 33309
PRINCIPAL BUSINESS ADDRESS

(954) 260-0181	888-960-6146
TELEPHONE	**FACSIMILE**

mike@gelinbenefitsgroup.com
EMAIL ADDRESS

47-2805753	377-349334
FEDERAL I.D. NO. OR SOCIAL SECURITY NUMBER	**MUNICIPAL BUSINESS TAX RECEIPT OR OCCUPATIONAL LICENSE NO.**

Elberg Mike Gelin
NAME

President
TITLE


AUTHORIZED SIGNATURE

Form 3A — Certificate of Authority (Corporations or Partnerships)

FORM 3A
CERTIFICATE OF AUTHORITY
(if Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] **Board of Directors / Partners** of

Gelin Benefits Group

a business existing under the laws of the State of Florida, (the "Entity") held on January 15, 2015, the following resolution was duly passed and adopted:

"RESOLVED, that Elberg Mike Gelin, as President of the Entity, be and is hereby authorized to execute this Proposal dated May 22, 2026 on behalf of the Entity and submit this Proposal to the Town of Bay Harbor Islands, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this 22nd day of May, 2026.

Secretary:	**President:**
Shaheewa Jarrett	Elberg Mike Gelin
Print Name:	**Print Name:**

(Seal)

GELIN BENEFITS GROUP LIMITED LIABILITY SEAL 2015 FLORIDA COMPANY

Form 8 — Addendum Acknowledgment

FORM 8
ADDENDUM ACKNOWLEDGMENT

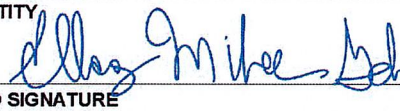
I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received: (Check the box next to each addendum received)

- ☐ Addendum 1
- ☐ Addendum 2
- ☐ Addendum 3
- ☐ Addendum 4
- ☐ Addendum 5
- ☐ Addendum 6
- ☐ Addendum 7
- ☐ Addendum 8
- ☐ Addendum 9
- ☐ Addendum 10

PART II: ☑ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFQ

Gelin Benefits Group
NAME OF ENTITY



May 21, 2026
AUTHORIZED SIGNATURE **DATE**

Elberg Mike Gelin
PRINT NAME

Form 9 — Single Execution Affidavits

FORM 9

SINGLE EXECUTION AFFIDAVITS

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE TOWN OF BAY HARBOR ISLANDS AND ARE STATEMENTS MADE:

By: _____

For (Name of Proposing or Bidding Entity): Gelin Benefits Group

Whose business address is: 6750 N Andrews Avenue #200 Fort Lauderdale FL 33309

And (if applicable) its Federal Employer Identification Number (FEIN) is: 47-2805753

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: _____)

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction:

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes.
- The Rehabilitation Act of 1973, 229 USC Section 794.
- The Federal Transit Act, as amended 49 USC Section 1612.
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Proposer Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public

entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means: 1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

Based on information and belief, the statement which I have marked below is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

AG

Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent,

representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the Town of Bay Harbor Islands (the "Town") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to the above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town.

Proposer Initials

Anti-Collusion Affidavit

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid.

2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and

3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or to fix any overhead, profit, or cost element of the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Bay Harbor Islands or any person interested in the proposed Contract.

Proposer Initials

Scrutinized Company Certification

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP / RFQ at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

2. If the Agreement that may result from this RFP / RFQ is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP / RFQ. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. Contractor warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.

2. Contractor warrants that it has read, understands, and is willing to comply with all requirements of this **RPS** and any addendum/addenda related thereto.

3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town Council or Town Manager, as applicable.

4. Contractor warrants that all information provided by it in connection with this Proposal is true and accurate.

Proposer Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page.

Town of Bay Harbor Islands — Required Submission Forms

FORM 9 (continued) — NOTARIZATION

In the presence of:	**Signed, sealed and delivered by:**
SHAHEEWA JARRETT	Vice President
Witness #1 Print Name:	**Print Name:**
ANANDA FORDHAM	Administrative Assistant
Witness #2 Print Name:	**Title:**

ACKNOWLEDGMENT

State of Texas
County of Harris

On this 27 day of May, 2026, before me the undersigned, personally appeared Elberg Mike Gelin, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it. Witness my hand and official seal:

Shanieka Marie Morgan

Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
__x__Produced identification (Type of Identification: Drivers License)
_____Did take an oath; or
_____Did not take an oath

NOTARY PUBLIC STATE OF TEXAS
Shanieka Marie Morgan
Notary Public, State of Texas
Comm. Expires 12-12-2026
Notary ID 129440657
Notarized Online with NotaryLive.com

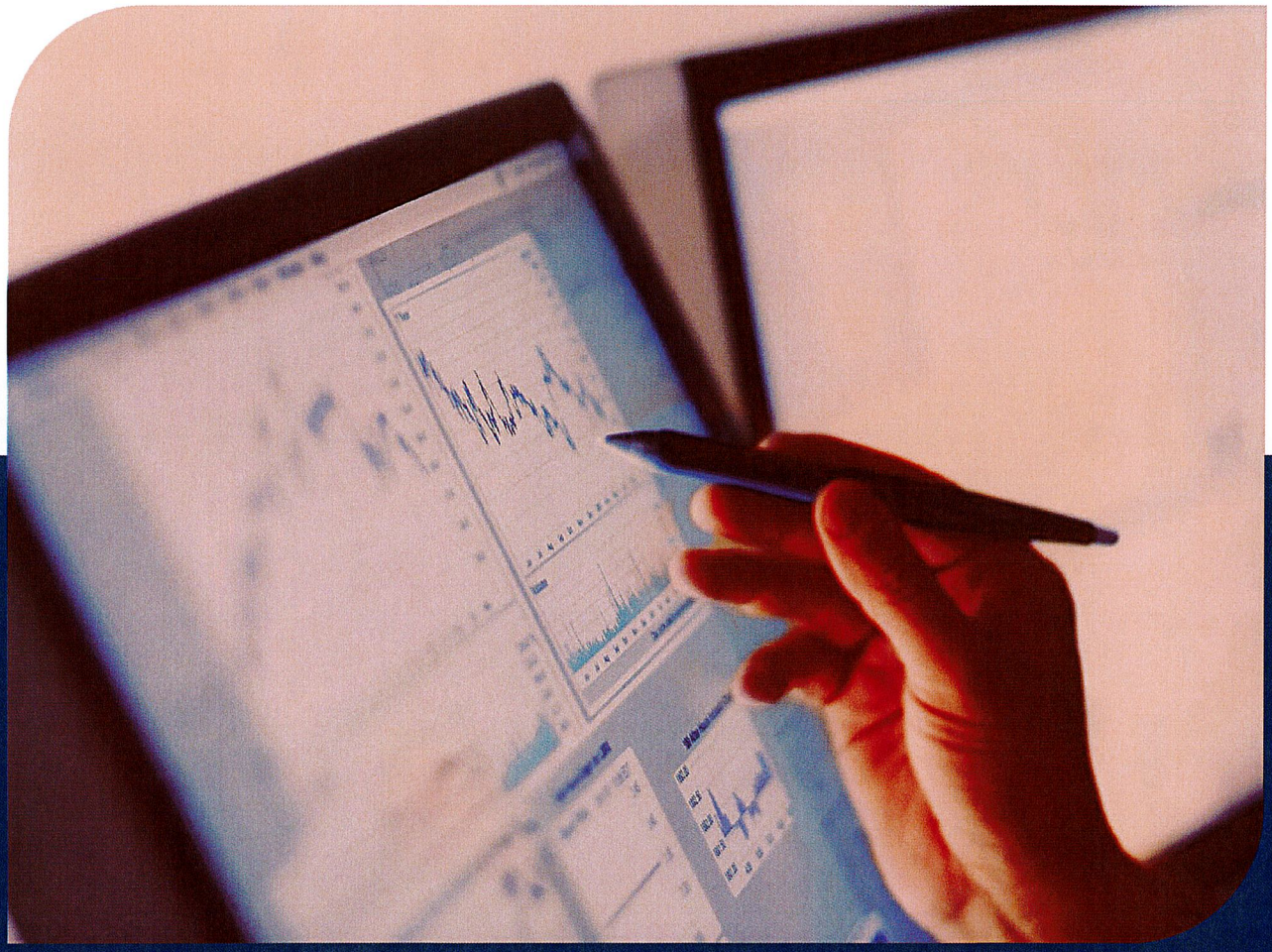
— 20 —

Brown & Brown

BAY HARBOR ISLANDS

Brown & Brown Response to Request for Professional services RPS No. 7-1033-0-2026/FVR

Date: May 28, 2026



Tab 1: Administrative Requirements

- **Cover Page: Entitled "Response to Town of Bay Harbor Islands RFQ No. 7-1034-HR-0-2026/FVR – Health Insurance Broker Services.**
- **Table of Contents**
- **Letter of Intent: Briefly introducing the Consultant and key aspects of the proposal**
- **Response Checklist (Form 1)**

The administrative requirements requested in this RFS are provided on the following pages.

Response to Town of Bay Harbor Islands
RPS No. 7-1033-0-2026/FVR – Health Insurance Broker Services

Submitted to:
The Town of Bay Harbor Islands

Submitted by:
Brown & Brown Insurance Services, Inc.
1201 W. Cypress Creek Road, #130
Fort Lauderdale, Florida 33309

Primary Contact:
Rich Ducharme, SVP – Practice Leader
(954) 331-1415
Rich.Ducharme@bbrown.com

Date:
May 28, 2026

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Exhibit D ..... Sample List - Client Webinars
Exhibit E ..... Sample Legislative & Compliance Information

May 28, 2026

Town of Bay Harbor Islands
Attn: Fausto Vargas-Reyes, Procurement Officer
1030 95th Street
Bay Harbor Islands, Florida 33154

Re: RPS- 7-1033-0-2026/FVR – Health Insurance Broker Services

Dear Mr. Vargas-Reyes:

Brown & Brown Insurance Services, Inc. is pleased to submit this response to the Town of Bay Harbor Islands' (the "Town") Request for Professional Services for Health Insurance Broker Services. Brown & Brown has a long history of serving Florida municipalities and understands the fiscal responsibility, transparency, and regulatory oversight required of public sector employers. Our role is to provide practical guidance, reliable service, and informed strategy that supports both the Town's administrative objectives and the needs of its employees and retirees.

Brown & Brown's public sector employee benefits practice is built on long-standing relationships with Florida municipalities and other governmental entities. **Our approach emphasizes consistency, accountability, and a service model designed to support public employers throughout the year, not only during renewal cycles**. We understand that municipal benefit programs must balance workforce needs with budget discipline, procurement requirements, and regulatory compliance, and we tailor our advisory support accordingly.

To further strengthen its ability to serve public sector clients, **Brown & Brown has invested in expanding specialized resources dedicated to employee benefits consulting for governmental employers**. These resources include internal compliance, actuarial, pharmacy, and analytics experience that support informed decision-making and long-term program sustainability. These capabilities are integrated into Brown & Brown's advisory model to supplement hands-on consulting while preserving a disciplined, relationship-driven service approach.

For the Town of Bay Harbor Islands, the proposed lead consultant and primary point of contact will be **Rich Ducharme, SVP – Practice Leader** based in Fort Lauderdale, Florida. He will be responsible for day-to-day coordination, renewal discussions, issue resolution, and ongoing support. The Fort Lauderdale-based lead will work within Brown & Brown's public sector employee benefits practice and will be supported, as needed, by additional Brown & Brown resources aligned with analytics, compliance, and strategic planning requirements.

Brown & Brown approaches employee benefits consulting as an ongoing partnership rather than a transactional engagement. Services include annual renewal planning, market evaluation, procurement support, claims advocacy, open enrollment coordination, vendor management, and year-round advisory support. Our focus is maintaining benefit stability, service continuity, and regulatory compliance while identifying opportunities to manage cost and risk responsibly over time.

We appreciate the opportunity to submit our qualifications and to continue supporting the Town through this process. We look forward to continuing our excellent relationship with the Town of Bay Harbor Islands.

Sincerely,

Richard Ducharme
SVP - Practice Leader

FORM 1
RESPONSE CHECKLIST

✓	**Form 1:**	Response Checklist
✓	**Form 2:**	Response Information Form
✓	**Form 3:**	Certificate of Authority (Complete Form 3A or 3B as applicable)
		Certificate of Authority (for Corporations or Partnerships)
		Certificate of Authority (for Individuals)
✓	**Form 4:**	Company Qualifications Questionnaire
✓	**Form 5:**	Key Personnel and Staff
✓	**Form 6:**	Client References
✓	**Form 7:**	Dispute Disclosure
✓	**Form 8:**	Addendum Acknowledgment
✓	**Form 9:**	Single Execution Affidavits
✓	**Form 10:**	Anti-Kickback Affidavit
✓	**Form 11:**	E-Verify Affirmation Statement
✓	**Form 12:**	Anti-Human Trafficking Affidavit
✓	**Form 13:**	Affidavit of Compliance with Foreign Entity Laws
✓	**Form 14:**	Non-Collusion Statement

Tab 2: Firm's Qualifications

Firm's Qualifications: Complete Form 4 (Company Qualifications Questionnaire) and Form 6 (Client References). Include official complaint history within the last five (5) years for the qualifying professional license, a list of current and past clients with emphasis on Florida municipalities, relevant business licenses, and proof of authorization to do business in Florida.

Brown & Brown Insurance Services, Inc. has extensive experience providing employee benefits consulting and brokerage services to Florida public sector entities, including municipalities, counties, special districts, and other governmental organizations. The following pages include the required qualification forms, client references, applicable licenses, and supporting documentation responsive to the requirements of this RPS.

Brown & Brown, Inc. has not been subject to any complaints, disciplinary actions, or regulatory proceedings within the past five (5) years that would adversely affect its ability to perform the services outlined in this RPS.

FORM 4

COMPANY QUALIFICATIONS QUESTIONNAIRE

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

1. How many years has your company been in business under its current name and ownership?

Since 1939 - 87 years

a. Professional Licenses/Certifications (include name and license #)* Issuance Date

Agency License #L007011

(*include active certifications of small or disadvantage business & name of certifying entity)

2. Type of Company: ☐Individual ☐Partnership ☒Corporation ☐LLC ☐Other

If other, please describe the type of company: C-Corporation

a. FEIN/EIN Number: 59-0691921

b. Dept. of Business Professional Regulation Category (DBPR): N/A

i. Date Licensed by DBPR:

ii. License Number:

c. Date registered to conduct business in the State of Florida:

i. Date filed: April 3, 1947

ii. Document Number: 150616

d. Primary Office Location: Fort Lauderdale, FL

e. What is your primary business? (This answer should be specific) Insurance

f. Name and Licenses of any prior companies

Name of Company	License Name & No.	Issuance Date

FLORIDA DEPARTMENT of FINANCIAL SERVICES

BROWN & BROWN INSURANCE SERVICES, INC

655 NORTH FRANKLIN STREET
SUITE 1900
TAMPA FL 33602

Agency License Number L007011

Location Number: 125245

Issued On 07/25/2006

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.

Jimmy Patronis
Chief Financial Officer
State of Florida

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

BROWN & BROWN INSURANCE SERVICES, INC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

300 N BEACH STREET

6 City, state, and ZIP code

DAYTONA BEACH, FL 32114

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

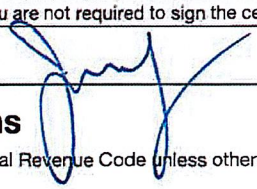
5	9	–	0	6	9	1	9	2	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person**  **Date** 4/10/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

3. Company Ownership

a. Identify all owners or partners of the company: (Attach additional pages if necessary)

Name	Title	% of ownership
N/A - Publicly Traded (BRO)		

b. Is any owner identified above an owner in another company? ☐Yes ☐No If yes, identify the name of the owner, other company names, and % ownership

c. Identify all individuals authorized to sign for the company, indicating the level of their signing authority (use additional pages/attachments if necessary)

Name	Title	Signatory Authority (All, Cost Up to $Amount, No-Cost, Other)
Michael Gorham	Executive Vice President	All
Richard Ducharme	Senior Vice President	All

4. Employee Information

a. Total No. of Employees: 24,000

b. Total No. of Managerial/Admin. Employees:

5. Recent Contracts

a. Identify the five (5) most recent contracts in which your company has provided similar services to other public entities. Include the Owner's name and contact person.

6. Insurance Information:

a. Insurance Carrier name & address: XL Specialty Company

b. Insurance Contact Name, telephone, & e-mail: (E&O Attached)

c. Number of Insurance Claims paid out in last 5 years & value:

7. In the space below, describe any other experience, not covered by any of the stated submittal requirements of the RFQ, related to the Services to be performed under the Agreement that Proposer believes is unique to its organization and would benefit the Town.

N/A

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

5/21/2026

Signature of Authorized Officer **Date**

Richard Ducharme

Printed Name

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/2025

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

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

PRODUCER	CONTACT NAME: Brown & Brown RS Insurance Services, LLC
Brown & Brown RS Insurance Services, LLC 6 Concourse Pkwy, Ste 2300 Atlanta, GA 30328 www.bbinsurance.com	PHONE (A/C, No, Ext): (404) 460-1400 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Brown & Brown, Inc. PO 2412 Daytona Beach FL 32115-2412	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: XL Specialty Insurance Company — 37885 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 88427713 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	*Professional Liability / E&O -* (Insurance Agents/Brokers)			US00106979EO26A	1/1/2026	1/1/2027	Each Wrongful Act	$20,000,000
							Aggregate	$20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Informational Purposes
Named Insured: Brown & Brown Insurance Services Inc.

CERTIFICATE HOLDER

Brown & Brown Insurance Services, Inc
1201 West Cypress Creek Road
Fort Lauderdale FL 33309

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE *Brown & Brown RS Insurance Services, LLC*

Brown & Brown RS Insurance Services, LLC

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FORM 6

CLIENT REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, CONTRACTOR TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.

REFERENCE #1

Public Entity Name:

The City of Homestead

Reference Contact Name:

Babette Friedman

Contact Title:

HR Director

Contact Department:

Human Resources

Contact Telephone:

(305) 224-4465

Contact Email:

bfriedman@homesteadfl.gov

Public Entity Size/Number of Residents/Square Mileage:

Approximately 85,000 residents; approximately 15 square miles.

Contract Start Date: 2001 **Contract End Date:** Present

Is the Contract still Active? Yes X No _____

Scope of Work (be as detailed as possible)

Employee Benefits Insurance Brokerage/Consulting Services

REFERENCE #2

Public Entity Name:

The City of Miami Gardens

Reference Contact Name:

Melissa Negron, Esq.

Contact Title:

HR & Risk Director

Contact Department:

Human Resoueces

Contact Telephone:

(305) 622-8000, ext. 2320

Contact Email:

mnegron@miamigardens-fl.gov

Public Entity Size/Number of Residents/Square Mileage:

Approximately 111,000 residents; approximately 18–19 square miles.

Contract Start Date: 2023 **Contract End Date:** Present

Is the Contract still Active? Yes X No _____

Scope of Work (be as detailed as possible)

Employee Benefits Insurance Brokerage/Consulting Services

REFERENCE #3

Public Entity Name:

The City of Sunny Isles Beach

Reference Contact Name:

Stan Morris

Contact Title:

City Manager

Contact Department:

City Commission

Contact Telephone:

(305) 947-0606

Contact Email:

smorris@sibfl.net

Public Entity Size/Number of Residents/Square Mileage:

Approximately 22,000 residents; approximately 2 square miles.

Contract Start Date: 2005 **Contract End Date:** Present

Is the Contract still Active? Yes X No _____

Scope of Work (be as detailed as possible)

Employee Benefits Insurance Brokerage/Consulting Services

BROWN & BROWN PUBLIC ENTITY CLIENTS	
Arcadia, City of	Madison County BOCC
Atlantis, City of	Madison County School Board
Belleview, City of	Madison, City of
Boca Raton Housing Authority	Manatee County BOCC
Boca Raton, City of	Mangonia Park, Town of
Bonita Springs, City of	Marco Island, City of
Bradenton, City of	**Margate, City of**
Brooksville, City of	Martin County BOCC
Broward College	Martin County School District
Broward County Housing Authority	Martin County Sheriff's Office
Broward County School Board	Melbourne, City of
Broward MPO	Monticello, City of
Cape Coral, City of	Naples, City of
Career Source Palm Beach County	New Smyrna Beach, City of
Casselberry, City of	New Smyrna Beach, Utilities Commission
Central Florida Expressway Authority (LYNX)	North Palm Beach, Village of
Charlotte County BOCC	North Port, City of
Chattahoochee, City of	**Oakland Park, City of**
Children's Services Council of PB County	Ocala Housing Authority
Chipley, City of	Ocala, City of
Citrus County BOCC	Ocean Ridge, Town of
City of Holly Hill Employment Corporation	Okaloosa County BOCC
City of South Daytona Employment Corp.	Oldsmar, City of
Clay County Utility Authority	Orange County Sheriff's Office
Clearwater, City of	Orange County Tax Collector
Clerk & Comptroller, Palm Beach County	Osceola County Sheriff's Office
Clerk of Circuit Courts	Osceola County Tax Collector
Clewiston, City of	Oviedo, City of
Cocoa Beach, City of	Pahokee Housing Authority
Cocoa, City of	Pahokee, City of
Coconut Creek, City of	Palm Bay, City of
Collier Mosquito Control District	Palm Beach County Sheriff's Office
Cooper City, City of	Palm Beach Gardens, City of
Coral Gables, City of	Palm Beach Shores, Town of

BROWN & BROWN PUBLIC ENTITY CLIENTS	
Coral Springs, City of	Palm Coast, City of
Dade City, City of	Palm Harbor Fire Rescue District
Dania Beach, City of	Palm Springs, Village of
Davenport, City of	**Parkland, City of**
Davie, Town of	Parrish Fire District
Daytona Beach Shores, City of	Pasco County Clerk of Circuit Court
Daytona Beach, City of	**Pembroke Park, Town of**
Deerfield Beach, City of	Pinellas County Housing Authority
Deland, City of	Pinellas County Sheriff's Office
Delray Beach Housing Authority	Pinellas Park Water Management District
Delray Beach, City of	Pinellas Suncoast Fire and Rescue
DeSoto County BOCC	Pinellas Suncoast Transit Authority
Dunedin, City of	**Pompano Beach, City of**
Eagle Lake, City of	Ponce Inlet, Town of
Edgewater, City of	Port of Palm Beach
Estero Fire & Rescue District	Port Orange, City of
Estero, Village of	Port Orange, City of
Fellsmere, City of	Port St. Lucie, City of
Fernandina Beach, City of	Ranger Drainage District
Flagler Beach, City of	Professional Firefighters of Sumter County
Flagler County School Board	Rockledge, City of
Florida Keys Aqueduct Authority	Royal Palm Beach, Village of
Florida PACE Funding Agency	Sanibel Fire & Rescue District
Florida Sheriff's Association	Sanibel, City of
Fort Lauderdale, City of	Sarasota County BOCC
Fort Myers Beach Fire Control District	Sarasota County Government
Fort Myers, City of	Sarasota County Sheriff's Office
Gadsden BOCC	Sarasota, City of
Gainesville, City of	Satellite Beach, City of
Gilchrist County BOCC	Seacoast Utility Authority
Glades County School District	Sebastian, City of
Government of the US Virgin Islands	Sebring, City of
Greenacres, City of	Seminole, City of
Groveland, City of	Solid Waste Authority of Palm Beach County

BROWN & BROWN PUBLIC ENTITY CLIENTS	
Gulfstream, Town of	South Florida Water Management District
Hernando County BOCC	Southern Manatee Fire Rescue District
Highlands County BOCC	Southwest Florida Water Mgmt. District
Hillsborough County Aviation Authority	**Southwest Ranches, Town of**
Hillsborough County Sheriff's Office	Spring Lake Improvement District
Holly Hill, City of	St. Cloud, City of
Hollywood, City of	St. John's River Water Management District
Indian Harbour Beach, City of	St. Lucie County Fire District Employees HIT
Indian River Shores, Town of	St. Lucie County Sheriff's Office
Indian Trail Improvement District	Stuart, City of
Indiantown, Village of	Tampa Bay Water Authority
Iona-McGregor Fire District	Tarpon Springs, City of
Islamorada, Village of Islands	Tax Collector, Palm Beach County
James Madison Preparatory High School	Tax Collector, St. Lucie County
Juno Beach, Town of	Tequesta, Village of
Jupiter Island, Town of	Town of Jupiter Inlet Coloney
Key West Housing Authority	Union County BOCC
Key West, City of	Upper Captiva Fire Rescue
Keys Energy Services	Venice, City of
Lafayette County Clerk's Office	Virgin Islands Water and Power Authority
Lake Alfred, City of	Volusia County
Lake Helen, City of	Volusia County Clerk of Court
Lake Park Community Red. Agency	Volusia County School Board
Lake Park, Town of	Wakulla County
Lake Worth Beach, City of	Walton County BOCC
Lake Worth Drainage District	Walton County Sheriff's Office
Lakeland, City of	Washington County BOCC
Lee County Sheriff's Office	Washington County Sheriff's Office
Lehigh Acres Fire & Rescue Control District	Wellington, Village of
Lighthouse Point, City of	West Manatee Fire Rescue District
Longwood, City of	West Palm Beach, City of
Loxahatchee Groves, Town of	West Palm Beach Downtown Dev. Auth.
Loxahatchee River District	West Palm Beach Housing Authority
LWB Community Redevelopment Authority	Wildwood, City of

Brown & Brown Agency License:

FLORIDA DEPARTMENT of FINANCIAL SERVICES

BROWN & BROWN INSURANCE SERVICES, INC

655 NORTH FRANKLIN STREET
SUITE 1900
TAMPA FL 33602

Agency License Number L007011

Location Number: 125245

Issued On 07/25/2006

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.

Jimmy Patronis
Chief Financial Officer
State of Florida



Detail by FEI/EIN Number

Florida Profit Corporation
BROWN & BROWN INSURANCE SERVICES, INC.

Filing Information

Document Number	150616
FEI/EIN Number	59-0691921
Date Filed	04/03/1947
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/20/2024
Event Effective Date	12/31/2023

Principal Address

300 NORTH BEACH STREET
DAYTONA BEACH, FL 32114

Changed: 04/26/2021

Mailing Address

300 NORTH BEACH STREET
DAYTONA BEACH, FL 32114

Changed: 04/26/2021

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 09/18/2019

Address Changed: 09/18/2019

Officer/Director Detail

Name & Address

Title SECRETARY

ROBINSON, ANTHONY M.
300 NORTH BEACH STREET
DAYTONA BEACH, FL 32114

Title TREASURER

STANTON, JOSEPH
300 NORTH BEACH STREET
DAYTONA BEACH, FL 32114

Title PRESIDENT

BROWN, P. BARRETT
300 NORTH BEACH STREET
DAYTONA BEACH, FL 32114

Title EXECUTIVE VICE PRESIDENT

KEEBY, MICHAEL
300 NORTH BEACH STREET
DAYTONA BEACH, FL 32114

Title EXECUTIVE VICE PRESIDENT

ESPOSITO, JOHN M.
2800 NORTH CENTRAL AVENUE
SUITE 1600
PHOENIX, AZ 85004

Title EXECUTIVE VICE PRESIDENT

KNUDSON, RICHARD A. , JR
300 NORTH BEACH STREET
DAYTONA BEACH, FL 32114

Title EXECUTIVE VICE PRESIDENT

ROGERS, PAUL
300 NORTH BEACH STREET
DAYTONA BEACH, FL 32114

Title VICE PRESIDENT

FARMER, STEVE
300 NORTH BEACH STREET
DAYTONA BEACH, FL 32114

Title VICE PRESIDENT

LANNI, JAMES
300 NORTH BEACH STREET
DAYTONA BEACH, FL 32114

Title VICE PRESIDENT

WATTS, RICHARD ANDREW
300 NORTH BEACH STREET
DAYTONA BEACH, FL 32114

Annual Reports

Report Year	Filed Date
2025	04/10/2025
2025	07/21/2025
2026	04/24/2026

Document Images

04/24/2026 -- ANNUAL REPORT	View image in PDF format
07/21/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
04/10/2025 -- ANNUAL REPORT	View image in PDF format
05/20/2024 -- Amendment	View image in PDF format
04/23/2024 -- ANNUAL REPORT	View image in PDF format
12/28/2023 -- Merger	View image in PDF format
12/27/2023 -- Merger	View image in PDF format
12/27/2023 -- Merger	View image in PDF format
12/27/2023 -- Merger	View image in PDF format
12/27/2023 -- Merger	View image in PDF format
12/19/2023 -- Name Change	View image in PDF format
04/09/2023 -- ANNUAL REPORT	View image in PDF format
04/24/2022 -- ANNUAL REPORT	View image in PDF format
04/26/2021 -- ANNUAL REPORT	View image in PDF format
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04/06/2018 -- ANNUAL REPORT	View image in PDF format
04/14/2017 -- ANNUAL REPORT	View image in PDF format
04/01/2016 -- ANNUAL REPORT	View image in PDF format
04/13/2015 -- ANNUAL REPORT	View image in PDF format
09/11/2014 -- Amendment	View image in PDF format
04/24/2014 -- ANNUAL REPORT	View image in PDF format
01/24/2013 -- ANNUAL REPORT	View image in PDF format
04/25/2012 -- ANNUAL REPORT	View image in PDF format
03/20/2012 -- Reg. Agent Change	View image in PDF format
04/28/2011 -- ANNUAL REPORT	View image in PDF format
04/28/2010 -- ANNUAL REPORT	View image in PDF format
03/31/2009 -- ANNUAL REPORT	View image in PDF format
04/24/2008 -- ANNUAL REPORT	View image in PDF format
05/02/2007 -- Merger	View image in PDF format
04/16/2007 -- ANNUAL REPORT	View image in PDF format

06/22/2006 -- Name Change	View image in PDF format
03/09/2006 -- ANNUAL REPORT	View image in PDF format
02/28/2005 -- ANNUAL REPORT	View image in PDF format
02/10/2004 -- ANNUAL REPORT	View image in PDF format
07/29/2003 -- Merger	View image in PDF format
02/28/2003 -- ANNUAL REPORT	View image in PDF format
04/19/2002 -- ANNUAL REPORT	View image in PDF format
03/01/2001 -- ANNUAL REPORT	View image in PDF format
03/06/2000 -- ANNUAL REPORT	View image in PDF format
04/28/1999 -- Name Change	View image in PDF format
03/05/1999 -- ANNUAL REPORT	View image in PDF format
04/29/1998 -- ANNUAL REPORT	View image in PDF format
05/15/1997 -- ANNUAL REPORT	View image in PDF format
04/30/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Tab 3: Personnel Qualifications

Personnel Qualifications: Complete Form 5 (Key Personnel and Staff); include an organizational chart, a one-page resume for the Program Manager with at least three (3) professional references, and one-page resumes for each person listed in Form 5.

The following section includes the required personnel information for Brown & Brown Insurance Services, Inc., including **Form 5 (Key Personnel and Staff)**, an organizational chart, and resumes for the proposed Program Manager and supporting team members. These materials are provided in accordance with the requirements of this RPS.

FORM 5

KEY PERSONNEL AND STAFF

Proposer's Team & Key Personnel and Staff Table

1. Proposer shall complete the following chart with its proposed Key Personnel and Staff. If additional space is required, use a duplicate page and attach to this form.

Name	Job Title	Company	Years of Experience	Years with Proposer	Licenses & Certifications
Richard Ducharme	SVP	Brown & Brown	20+	8	2/15
Michael Gorham	EVP	Brown & Brown	20+	20	2/20

2. In the space below, explain the Proposer's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for, where substitution is required due to attrition, turnover, or specific request from the Town:

3. In the chart below, provide the requested information for each Key Personnel or Staff member's engagement commitments that will exist concurrently with the Town's Services:

Name	Area of Responsibility	Commitment Hours	Client	Period of Engagement
Richard Ducharme	Loan Consultant			
Claudia Paris	Account Executive			
Matthew Yejo	Benefits Coordinator			
Robert Fitzpatrick	Underwriting			

Janina Seymour	Communications Specialist			

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

Richard Ducharme

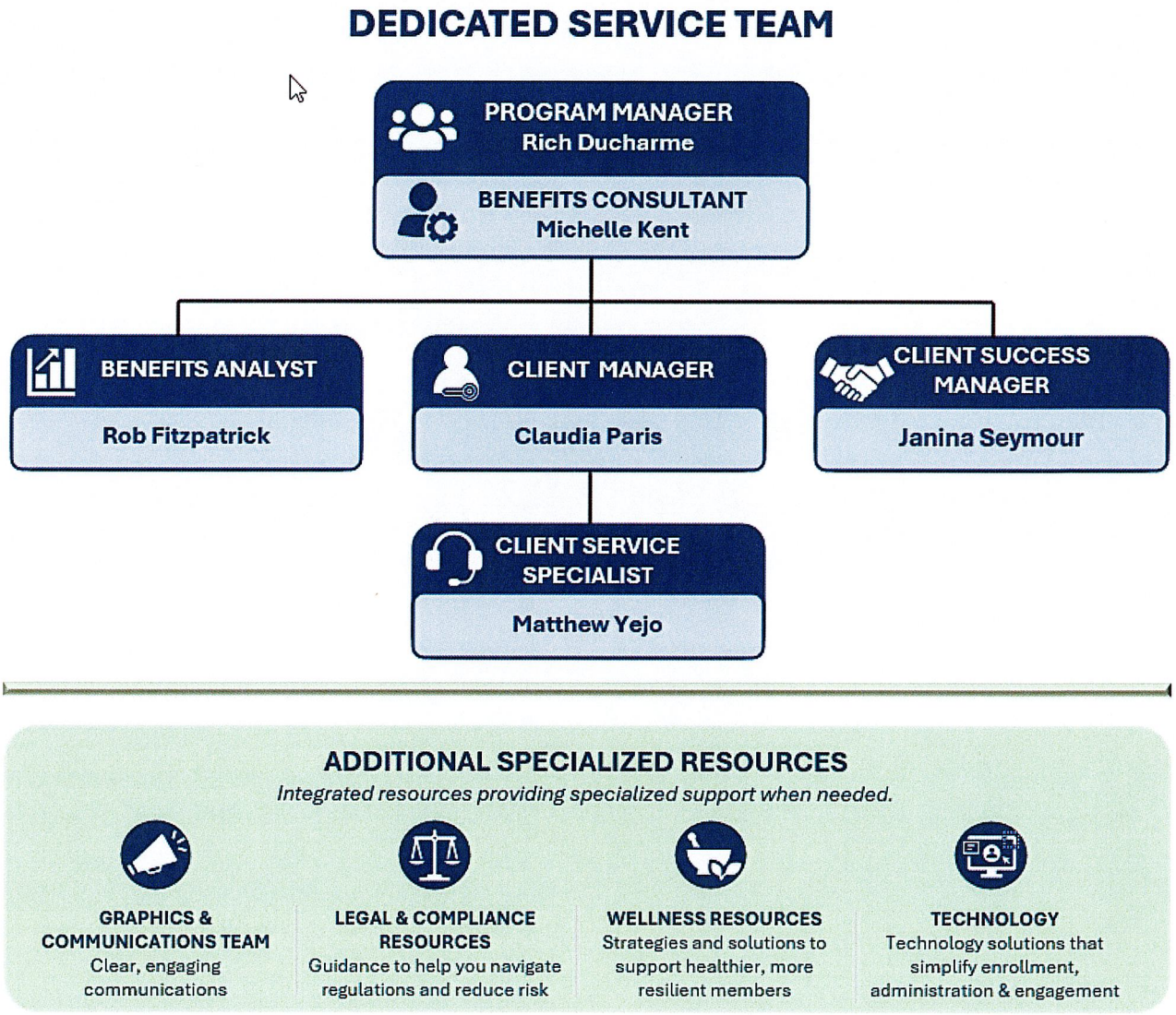
Signature of Authorized Officer **Print Name**

May 21, 2026

Date

Brown & Brown Organization Chart for the City of Bay Harbor Islands:

The organizational structure below reflects a centralized service model led by a Program Manager and supported by dedicated functional roles, ensuring clear accountability, efficient communication, and coordinated service delivery across all aspects of the Town's benefits program.



This structure ensures that the Town benefits from both strategic oversight and day-to-day support, with direct access to subject matter experts as needed.

PROJECT TEAM RESUMES

The Program Manager for the Town of Bay Harbor Islands will be Richard Ducharme. His resume and references, as well as the references for the rest of the team can be found below.

Richard Ducharme, Program Manager
Education: Flagler College
Degree: BS – Business Administration & Economics
Industry Tenure: 10+ years

Professional Experience

Employee Benefits Practice Leader
Brown & Brown Insurance | May 2018 – Present | Miami–Fort Lauderdale Area

- Lead and grow a high-performing Employee Benefits practice, delivering strategic advisory services to employers focused on workforce health, cost containment, and financial wellbeing.
- Drive business development, client retention, and revenue expansion through consultative solutions.
- Build and mentor sales and service teams aligned to high performance and client outcomes.

SVP, Sales
Sapoznik Insurance | Jan 2017 – May 2018 | Miami–Fort Lauderdale Area

- Directed sales strategy and execution, accelerating revenue growth and market penetration.
- Developed and coached sales leadership and producers to exceed targets.

Sales Director
Sapoznik Insurance | Nov 2014 – Jan 2017 | South Florida

- Executed strategic growth plans to expand client base and increase market share.
- Recruited and developed new sales agents; built scalable sales organization.
- Drove consistent year-over-year revenue growth.

Sales Executive
ADP | Nov 2010 – Oct 2014 | Miami–Fort Lauderdale Area

- Delivered HCM solutions to mid-market clients.
- President's Club (2013).

Regional Director of Sales
Sysco | Aug 2003 – Nov 2010 | North Florida / South Georgia

- Led regional sales operations; drove revenue growth and team performance.
- National Pacesetter Award (2004, 2005).

Sales Representative
Schering-Plough Pharmaceuticals | 1999 – 2003 | North Florida

- Managed territory sales and client relationships.

References

Name	Company	Phone Number
Michael Brunt	Broward County Public Schools	(954) 895-9949
David Wagner	Florida Blue	(305) 281-1161
Ben Taft	Palazzani North America	(954) 495-6274

Claudia Paris, Client Manager
Education: Winthrop University
Degree: BS – Business Administration
Industry Tenure: 10+ years

Experience & Qualifications
Bilingual: English & Spanish
Client-focused Account Executive with over 10 years of experience in employee benefits, specializing in customer lifecycle management, retention strategy, and operational excellence. Proven track record of managing multimillion-dollar portfolios, driving revenue growth, and delivering data-driven insights that improve customer outcomes. A trusted day-to-day resource for clients, known for her detail-oriented approach, collaborative mindset, and commitment to ensuring a seamless benefits experience from enrollment through ongoing service.

Brown & Brown Insurance Services — Fort Lauderdale, FL Account Executive | April 2024 – Present

- Owns and manages a portfolio of complex client accounts, driving retention, expansion, and long-term success outcomes.
- Leads the full customer lifecycle—onboarding, implementation, renewal strategy, and ongoing engagement—ensuring key deliverables and deadlines are consistently met.
- Oversees renewal processes, bill reconciliation, carrier and vendor performance monitoring, and resolution of outstanding client matters.
- Partners cross-functionally with sales, operations, and carrier partners to deliver a comprehensive, coordinated client experience.
- Leads Quarterly Business Reviews, presenting performance metrics, utilization insights, and strategic recommendations to stakeholders.
- Mentors and supports junior team members, improving team productivity and service consistency.

McGriff Insurance Services — Charlotte, NC Senior Account Manager | December 2021 – November 2023

Mark III Employee Benefits — Charlotte, NC Account Manager | January 2016 – December 2021

Licenses

- **Licensed:** Health & Accident Producer (FL) · Life Producer (FL)

Matthew Yejo, Client Service Specialist
Education: Florida Atlantic University
Degree: BS – Business Management

Experience & Qualifications
Bilingual: English & Spanish
Benefits Coordinator at Brown & Brown Insurance Services with a foundation in financial operations, data accuracy, and client service. Brings hands-on experience supporting employer-sponsored benefits programs with a focus on delivering responsive, high-quality service to clients and their employees. Known for meticulous document management, proactive communication, and a commitment to operational excellence.

Brown & Brown Insurance Services — Fort Lauderdale, FL Benefits Coordinator | October 2025 – Present

- Serves as a frontline client service resource, ensuring timely resolution and follow-up on benefits inquiries including claims, billing, eligibility, and enrollment—delivering a seamless client experience.
- Maintains thorough and accurate documentation of all client interactions, service issues, and case outcomes to support audit readiness and quality assurance standards.
- Partners with Account Executives to fulfill client deliverables, proactively managing timelines for renewals, plan implementations, census requests, and vendor deadlines.
- Produces client-facing open enrollment materials, benefit guides, and plan summaries, ensuring all documents are accurate, compliant, and professionally presented.
- Manages and organizes account files in strict accordance with Quality Control (QC) guidelines, completing QC checklists to guarantee document integrity across all client accounts.
- Cultivates strong relationships with carriers, vendors, and internal team members to ensure coordinated, responsive service delivery.

As an insurance professional, Matthew consistently delivers high-quality client service, ensures compliance and accuracy, and effectively coordinates with carriers, vendors, and internal stakeholders to support successful client outcomes.

Rob Fitzpatrick, CEBS, Benefits Analyst
Education: Fordham University
Degree: BS – Accounting and Finance
Industry Tenure: 30+ years

Experience & Qualifications

Rob Fitzpatrick, a Sr. Vice President, has held various positions with Managed Care Organizations and Pharmacy Benefit Managers, most notably, as National Director of Sales Labor and Government Accounts for Prudential Health Care and Executive Vice President of Nation Prescription Administrators, an Express Scripts Company. Rob was also the Sales and Service Manager for Empire Blue Cross Blue Shield responsible for Labor and Government accounts in upstate New York. Rob has extensive knowledge of public sector collective bargaining agreements and assists many of our customers with their negotiations with a focus on benefits.

Mr. Fitzpatrick is a Certified Employee Benefit Specialist (CEBS), a designation from the International Foundation of Employee Benefit Plans through The Wharton School.

Additionally, he is an active member of National Association of Health Underwriters (NAHU) and the Pharmacy Benefit Managers Institute (PBMI).

Janina Seymour, INHC, CCWS, Client Success Manager
Education: Miami Dade College
Degree: AS – International Relations
Industry Tenure: 10+ years

Experience & Qualifications

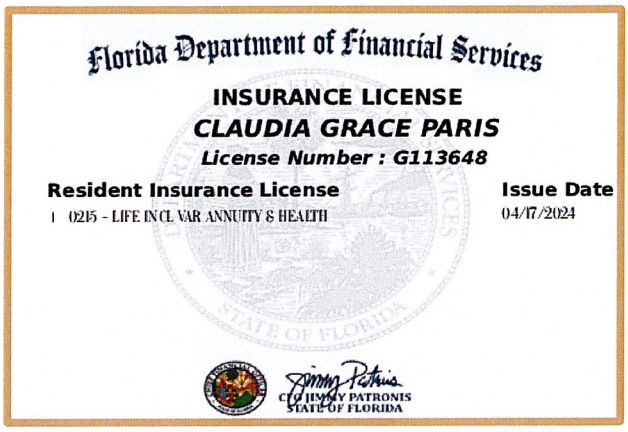
Janina Seymour, INHC, CCWS, is a Communications/Open Enrollment Specialist at Brown & Brown Insurance. With more than 15 years of professional experience spanning employee communications, corporate wellness, event coordination, and organizational operations, Janina brings a thoughtful and people-centered approach to supporting healthier workplace cultures.

At Brown & Brown, Janina manages employee benefits communications and open enrollment support for more than 80 client groups, developing employee education materials and facilitating in-person and virtual benefit presentations to help employees make informed decisions about their benefits.

Janina designs and implements customized wellness initiatives, including employee engagement programs, health fairs, wellness challenges, incentive programs, and onsite wellness experiences. Her prior experience as a Wellness Coordinator for the City of North Miami further strengthened her expertise in municipal wellness programming, employee engagement strategies, and wellness program implementation.

Janina is passionate about creating meaningful, approachable wellness experiences that support employee wellbeing, participation, and connection in the workplace.

TEAM LICENSES


Florida Department of Financial Services

INSURANCE LICENSE

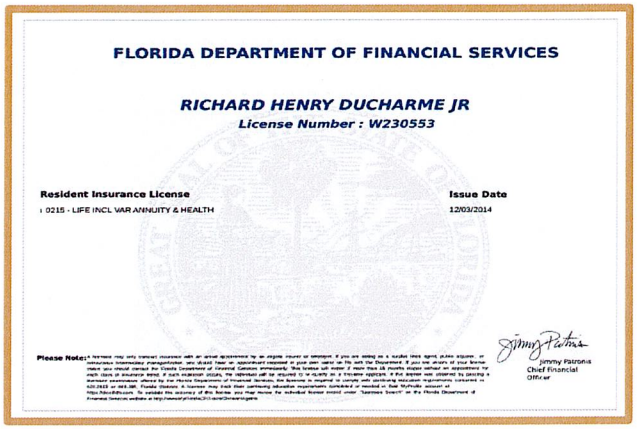
CLAUDIA GRACE PARIS

License Number : G113648

Resident Insurance License
1 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date
04/17/2024

CFO JIMMY PATRONIS
STATE OF FLORIDA


FLORIDA DEPARTMENT OF FINANCIAL SERVICES

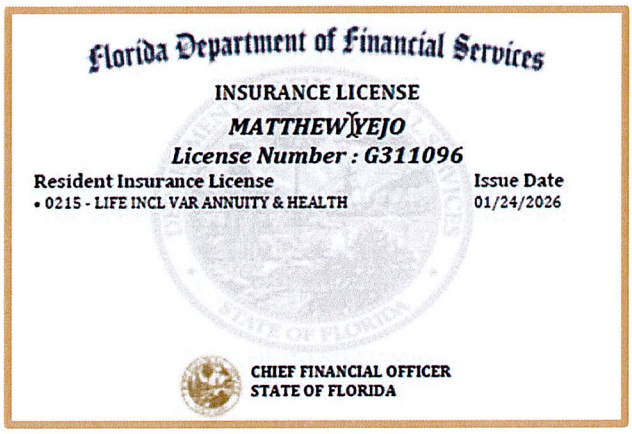
RICHARD HENRY DUCHARME JR

License Number : W230553

Resident Insurance License
1 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date
12/03/2014

Jimmy Patronis
Chief Financial Officer


Florida Department of Financial Services

INSURANCE LICENSE

MATTHEW YEJO

License Number : G311096

Resident Insurance License
• 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date
01/24/2026

CHIEF FINANCIAL OFFICER
STATE OF FLORIDA


FLORIDA DEPARTMENT OF FINANCIAL SERVICES

MICHELLE MAUREEN KENT

License Number : A196426

Resident Insurance License
• 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date
10/26/2017

Chief Financial Officer
State of Florida

ADDITIONAL TEAM RESOURCES

Kurt Gehring, National Practice Leader – Public Entities
Education: Florida State University
Degree: BA – Marketing
Industry Tenure: 30+ years

Experience & Qualifications

With over 30 years of experience in the insurance industry specializing in the large group public sector market, Kurt Gehring currently serves Managing Director of Gehring Group, Brown & Brown Public Sector. Kurt is recognized throughout the state for his extensive industry knowledge and excellent communication skills, and his mission is to provide clients with the highest level of service, exceeding industry standards and client expectations. He developed a unique, team-based approach to address the specific needs of each client, particularly those with large employee bases and complex insurance obligations. Kurt's leadership inspires employees to address each situation promptly and effectively, contributing to the

company's success. Kurt's commitment to personalized service and innovative solutions has driven growth and success, fostered long-lasting client relationships and established the company as a trusted independent resource, facilitator, advocate, and advisor.

An alumnus of Broward College and Florida State University, Kurt serves on FSU's College of Business Board of Governors and actively supports various community and charitable organizations, including the Florida Sheriff's Youth Ranches, the Crockett Foundation, and the Arc of Palm Beach County, where he chairs the Board of Directors.

Joelle Kantor, Director of Wellness & Wellbeing Solutions (Wellness Resource)
Professional Designations: MCHES, CCWS
Education: University of North Florida
Degree: B.S.H., Community Health, Minor Health Education
Industry Tenure: 10 years

Experience & Qualifications
A skilled professional with her focus in corporate wellness program implementation, Joelle has valuable experience in designing and implementing wellness, fitness, and health improvement programs and promotions. Joelle's experience involves working with both large and small employee populations, and she is focused on long-term participation and results.

As the Director of Wellness & Wellbeing Solutions, Joelle employs a combination of experience, knowledge, enthusiasm, coordination, and empathy to deliver cost-savings, achievable, proven, and innovative programs to our clients. During her years working in this specialized field, Joelle has worked in both the private and public sectors and has achieved a reputable resume which includes the planning and coordination of aggressive wellness program initiatives, wellness fairs and biometric screenings for large employee populations.

In addition to these accomplishments, Joelle holds a bachelor's degree in Health Science from the University of North Florida, with a Minor in Health Education, and has also achieved the *Master's Certified Health Education Specialist* and *Certified Corporate Wellness Specialist* health and wellness related credentials. Most recently, Joelle was certified as a Counselor for www.crisistextline.org.

John Muller – SPHR, SHRM-SCP – Vice President, Strategy & Growth
Education: University of Miami, Florida Atlantic University
Degree: B.B.A. Business Management/Organizational Development, M.B.A. International Business
Additional Certifications: SPHR, SHRM-CP
Industry Tenure: 20+ years

Experience & Qualifications
John Muller is a Human Resources leader with over 20 years of experience and leads Gehring Group Brown & Brown Public Sector's Human Capital Advisory practice. Having worked in public sector Human Resources at the Federal and local levels, John has a strong background both in Talent Acquisition and

Retention as well as in performing the developmental work needed to improve HR programs and personnel policies. This includes staffing analysis, job classification and compensations studies with Federal and local government entities and various trainings. While with U.S. Department of State, he was charged with assessing staffing plans and hiring professionals in diplomatic services, IT, education, finance, and other key civilian advisory roles to work in Afghanistan and Iraq. He was highly successful in accomplishing the goals set for this challenging role and subsequently identified as a strong HR leader to support the US Embassy Baghdad's mission in Iraq. John volunteered to serve in Iraq for the period of one year introducing important and valued improvements to the office of Human Resources at US Embassy Baghdad. John has also worked on job classification and compensation studies with local government entities.

John earned a Bachelor's in Business Administration majoring in Business Management and Organizational Development from the University of Miami and an MBA from Florida Atlantic University. He holds his SPHR and SHRM-SCP as well as becoming a certified Predictive Index Analyst. John is also an active member of SHRM, and its local Chapter (PBC SHRM) as a member of the Board of Directors, as well as serving as Chair of the Council of Insurance Agents and Brokers (CIAB) HR working group as well as a graduate and lifetime member of Leadership Florida (Class XL).

Public Sector Experience

John's extensive experience includes HR leadership, talent acquisition, total rewards, training and development, and HR consulting services for such large public sector employers such as the U.S. Department of State, Palm Beach County Clerk and Comptroller, Adams County WI, City of Palm Bay, City of Cocoa Beach, Sarasota County Sheriff's Office, Martin County School District, Martin County Board of County Commissioners, Keys Energy, Hillsborough County Aviation Authority, and St. Lucie Fire Rescue District. He has worked on compensation and classification projects for more than 10 years.

Erica Honig – J.D., Senior Compliance Director, Employee Benefits
Education: Washington State University in St. Louis; Rutgers University School of Law
Degree: Juris Doctorate
Industry Tenure: 16+ years

Experience & Qualifications

Erica Honig, J.D., is the Senior Compliance Director for the Employee Benefits Practice. Erica provides comprehensive employee benefits compliance consultation, education, and training to internal team members and customers focusing on legislative, regulatory, and judicial developments at the federal, state, and local levels. She also produces compliance intellectual capital for the Employee Benefits Practice.

Additionally, Erica supports team members and customers with state and local paid leave laws, as well as Family Medical Leave Act (FMLA) and the Americans with Disabilities Act (ADA) compliance. Team members and customers appreciate Erica's strong communication skills and knack for simplifying complex benefit and leave compliance requirements into actionable items.

Prior to joining the team, Erica spent over a decade at several prominent international law firms, where she managed employee benefits compliance, strategy, and administration.

Erica started her legal career over 20 years ago in civil litigation and holds a Juris Doctorate from Rutgers University School of Law and a Bachelor of Arts from Washington University in St. Louis. She is licensed to practice law in New York and New Jersey.

Peter F. LoFaso – DO, FACOI, Chief Medical Consultant, Public Sector
Certifications: DO, FACOI
Education: Kansas City University of Medicine and Biosciences, Lehigh University
Degree: Doctor of Osteopathic Medicine
Industry Tenure: 25+ years

Experience & Qualifications

Dr. Peter LoFaso is a board-certified internal medicine physician with over 25 years of clinical experience. He is recognized as a fellow of the American Academy of Osteopathic Internists, as well as a member of the American Osteopathic Association and American College of Osteopathic Internists. Dr. LoFaso has treated patients in the settings of employer sponsored health and wellness clinics, managed care organizations, as well as solo private practice and holds medical licenses in multiple states. He has previously served as a committee member at Wellington Regional Hospital on the Cancer Care Committee, Credentials Committee, Bylaws Committee, Special Care Committee and Medical Education Committee and well as previously serving as the vice chief of the internal medicine department and medical director of the intensive care unit.

In addition to clinical practice, Dr. LoFaso was the founder and chief medical consultant of Amicus Medical Consulting, LLC focusing on customers' needs within the public sector. He understands that organizations in the public sector face unique challenges and having a dedicated physician consultant is paramount to the customer's financial longevity and to achieving employee health and wellness goals. Having Dr. LoFaso's medical experience and input allows customers to leverage the power of having their physician consultant at the table during healthcare-related service negotiations. He has provided consulting services in the areas of physician chart review, healthcare data analytics, employer on-site and near-site health clinic creation and expansion, employee health and safety protocol development and review and pre-employment and post-hire employee fitness evaluations.

While not involved in direct patient care, Dr. LoFaso can serve as a valuable point of reference for HR teams and benefits staff, helping to interpret clinical information, clarify coverage concerns, and support informed decision-making. This added layer of support is designed to enhance the overall employee experience and contribute to more efficient management of an employer's health plan.

Dr. LoFaso is proud of his service in the United States Navy, Medical Corps. He stays active by running, playing pickleball, golfing and weight training. Additionally, he enjoys volunteering with his wife at the Treasure Coast Food Bank.

Tab 4: Project Implementation Strategy

Project Implementation Strategy: Describe the Consultant's strategy for implementing the services.

At the heart of Brown & Brown Insurance Services, Inc.'s approach and methodology is a commitment to delivering innovative and sophisticated solutions to complex problems. As the incumbent consultant for the Town of Bay Harbor Islands, our team brings a proven understanding of the Town's existing benefit programs, vendor relationships, and administrative processes, allowing for a seamless continuation of services while focusing on ongoing improvements and long-term strategy. Utilizing technology and strategic solutions, we assist our clients in gaining efficiencies and developing both short-term and long-range strategies to achieve their overall goals while adhering to any collective bargaining obligations. Our team maintains continuous engagement throughout the plan year, preparing renewal and budget projections, monitoring plan performance, and providing hands-on support to employees with claims and billing issues. Our proactive and strategic approach is backed by deep industry knowledge, a thorough understanding of relevant legislation, awareness of emerging products and programs, and strong market relationships. We collaborate closely with the Town to design and implement benefits programs that meet its unique objectives, using data-driven insights and practical solutions to drive measurable results. Additionally, every member of our service team holds a Florida insurance license, ensuring they are fully qualified to advise employees regarding their benefit options.

Our tenure in the public sector encompasses extensive benchmark data, access to a broad range of benefit programs and alternative funding strategies, and ongoing oversight of claims experience and plan performance. We provide clear, actionable insights, contract review, and budget forecasting to support informed and defensible decision-making. Our team leads the full market solicitation and renewal process, including RFP development, proposal evaluation, and vendor recommendations, while also providing ongoing guidance on compliance matters and administrative oversight. With our proactive approach and commitment to continuity and client success, we deliver solutions that align with the Town's strategic goals and enhance the long-term value of its benefits program.

Our initial planning phase begins with a comprehensive analysis of medical and pharmacy claims to evaluate the effectiveness and sustainability of the current benefits program and identify opportunities for optimization. As the incumbent, this analysis builds on our existing knowledge of the program and allows for more immediate and meaningful evaluation. This process goes beyond comparing costs and includes a holistic review of plan design, network access, carrier performance, and alignment with the Town's employee benefits philosophy and financial objectives to support long-term value, employee well-being, and fiscal responsibility. Our processes and resources include:

1. **Program Evaluation & Discovery**
   We conduct a thorough review of the existing benefits program, assessing cost efficiency, plan design, network access, and carrier performance. This includes evaluation of carrier financial strength, service capabilities, and overall alignment with the Town's objectives.

2. **Benchmarking & Market Comparison**
   Leveraging our extensive public sector client base, we benchmark the Town's program against comparable Florida municipalities. This includes analysis of contributions, plan structures, and market trends to validate competitiveness and identify opportunities for improvement.

3. **Physician Network & Access Evaluation**
   We evaluate provider networks, including access, disruption, and out-of-network utilization, to ensure employees maintain access to quality care. This also includes evaluation of alternative networks, specialty programs, and prescription drug strategies.

4. **Wellness & Disease Management Strategy**
   We identify high-cost conditions and recommend targeted wellness and disease management strategies, working with the Town to support participation and improve long-term outcomes through preventive care and engagement.

5. **Ongoing Monitoring & Adjustments**
   We continuously monitor program performance and make adjustments based on real-time data, ensuring the program remains aligned with the Town's financial goals and workforce needs.

To support the structured implementation approach outlined above, Brown & Brown utilizes a defined annual service timeline aligned with the Town's renewal cycle, ensuring that all planning, evaluation, and decision-making activities occur in a coordinated and timely manner. The following schedule of activities illustrates how our team engages with Town staff throughout the year to manage the benefits program proactively and effectively.

Timeline

Upon selection, our priority will be to meet with Town staff to determine a tentative schedule for monthly or quarterly meetings, set a timetable for the release of any RFPs, and introduce the roles of the members of your Brown & Brown service team.

To provide the Town with enough time for the RFP process, renewal negotiations, and subsequent decision-making, we prepare a timetable of activities as outlined below. This schedule can be customized to accommodate any specific needs or additional services requested by the Town.

Standard Schedule of Activities	
Date	**Action**
6 months prior to renewal	• Review of current employee benefits program including claims experience • Pre-Renewal Meeting with employee benefits Staff to discuss vendor satisfaction and strategy • Request coverage renewals • Preparation and release RFP to carriers for all applicable lines of coverage (if deemed necessary) or begin renewal negotiations

Standard Schedule of Activities	
Date	**Action**

5 months prior to renewal	• Review Quarterly claims experience & meet with Staff
	• If RFP is issued:
	  ○ Receipt of proposal responses from Purchasing
	  ○ Review and analysis of proposals
	  ○ Draft of initial review presented to Staff
	  ○ Interview finalists (if deemed necessary)
	  ○ Best and Final offers due
	  ○ Make recommendation/Brown & Brown available to make presentations to committees and Board
	  ○ Council/Board makes selection
	• If renewal negotiation (RFP not issued):
	  ○ Aggressively negotiate renewal premiums, fees and stop loss premiums
	  ○ Review all stop loss alternatives (deductibles, etc.)
	  ○ Analyze claims data to determine for cost reduction targets

4 months prior to renewal	• Preparation of Open Enrollment Materials including Employee Benefit Highlights booklet and communication posters, payroll stuffers, etc. • Discuss and finalize employer contribution strategies • Plan Implementation • Provide applicable enrollment system with renewal plan information (if applicable)
3 months prior to renewal	• Review Quarterly claims experience & meet with Staff • Preparation of OE Materials including Employee Benefit Guide, communication posters, etc. • Plan open enrollment meeting schedules, locations, carrier invites, meeting format, etc. • Finalize employer contribution strategies • Completion of implementation paperwork with carriers • Implementation meetings with all applicable carriers in the event of a carrier change
2 months prior to renewal	• Open Enrollment Meetings • Carrier contract review for accuracy
1 month prior to renewal	• Finalize all details regarding new plan year • Open Enrollment makeup meetings

Standard Schedule of Activities	
Date	**Action**
Plan Anniversary Date	• Plan Year Begins
1st quarter	• Review Quarterly claims experience & meet with Staff • Conduct New Hire Orientations as necessary • Additional meetings with Staff and/or employees as needed • Provide ongoing support to employee questions
Beginning of 2nd quarter	• Review Quarterly claims experience & meet with Staff
2nd quarter	• Conduct New Hire Orientations as necessary • Additional meetings with Staff and/or employees as needed • Request renewals

Through this comprehensive approach, every aspect of the Town's employee benefits program is evaluated to ensure alignment with long-term objectives, workforce needs, and fiscal priorities. The goal is not only to manage costs, but to enhance the overall value of the program. By combining industry experience, robust analytics, and a proactive service model, Brown & Brown serves as an extension of the Town's team, committed to delivering stable, sustainable, and responsive results.

Ongoing Collaboration and Planning

Our approach to client service is grounded in year-round involvement and continuous coordination. As the incumbent consultant, Brown & Brown maintains established communication channels with Town staff and vendors, allowing for efficient response and consistent service delivery. We provide hands-on support by meeting regularly with staff, serving as the Town's liaison with all benefit vendors, maintaining compliance with all applicable regulations, monitoring plan performance, and providing direct employee support. We prioritize consistent engagement to ensure alignment with the Town's goal of maintaining a competitive and cost-effective employee benefits program. Our services include:

- **Comprehensive Planning and Evaluation**: Evaluation of current plans and alternative solutions, with detailed analysis and recommendations to optimize benefits offerings.
- **Financial Analysis, Negotiation and Renewal Services**: Monitoring performance (if claims data is available), managing renewals, and providing budget projections and negotiation support.
- **Benefits Marketing Services and Renewal Negotiations**: Coordination of market efforts, review of funding options, and renewal recommendations.
- **Communication, Implementation and Open Enrollment**: Planning and execution of open enrollment, employee meetings, and communication materials.
- **Compliance Planning and Legislative Updates**: Ongoing monitoring of regulatory requirements and communication of relevant updates.

- **Benefits Program Monitoring**: Continuous review of performance, contracts, and financial projections.
- **Strategic Planning**: Alignment of benefits programs with long-term financial and workforce goals.
- **Ongoing Support**: Day-to-day service including plan reviews, legislative support, vendor coordination, and employee advocacy.
- **Onsite Clinic Consulting**: Evaluation and support of clinic models and vendor performance, if applicable.
- **Wellness Consulting**: Development and coordination of wellness initiatives aligned with program goals.
- **Employee Advocacy**: Dedicated support for employee claims and benefit issues to ensure timely resolution.

Through this comprehensive and coordinated approach, Brown & Brown demonstrates its understanding of the requested Scope of Services and its ability to continue delivering these services to the Town of Bay Harbor Islands efficiently, effectively, and with a high level of responsiveness and accountability.

SCOPE OF WORK

The Town of Bay Harbor Islands seeks to establish a contract with a qualified firm to provide Health Insurance Broker Services. The awarded firm shall be responsible for providing Health Insurance Brokerage Services for employee benefits including, but not limited to, medical, dental, and vision plans.

Renewal Year Services

The awarded Consultant shall provide, at minimum, the following renewal year services:

- **Meet with staff as necessary to discuss benefit plan options and establish goals and objectives for the Town's benefits program**

  Confirmed. As part of our ongoing service model, we engage with staff and decision makers at key points throughout the year to review benefits strategy, discuss plan options, and establish short- and long-term goals for the Town's employee benefits program. These meetings include detailed review of claims data, financial analysis, budget projections, and strategic recommendations to support informed decision-making and long-term program sustainability.

  Brown & Brown maintains a year-round service model with flexible scheduling and availability, including regular onsite and virtual meetings as needed, to ensure continuous alignment with the Town's objectives and timely response to emerging needs.

- **Provide analysis of renewal of current plan, reviewing past performance**

  Confirmed. Brown & Brown provides a comprehensive and structured analysis of the Town's current benefits program as part of the annual renewal process, including a detailed review of past plan performance. Our team conducts a full evaluation of medical and pharmacy claims experience (if available), utilization trends, enrollment patterns, and large claim activity to assess overall program effectiveness.

  This analysis is performed on an ongoing basis throughout the plan year and includes continuous monitoring of plan performance, allowing us to identify emerging cost drivers, assess the impact of current plan design, and evaluate vendor performance. Using this data, we develop preliminary and updated renewal projections based on standard underwriting methodologies, providing the Town with early visibility into expected financial outcomes and supporting budget planning and decision-making.

  In addition, we incorporate benchmarking against comparable public sector entities, market analysis, and evaluation of alternative funding and plan design strategies to identify opportunities for improvement. This comprehensive review supports the development of strategic, data-driven recommendations that align with the Town's financial objectives while maintaining a competitive and sustainable employee benefits program.

- **Research, design, and propose employee benefit plans using current plans as benchmarks**

  Confirmed. Brown & Brown researches, designs and develops employee benefit plan options using the Town's current program as a baseline, ensuring that all viable options are considered and evaluated. Our approach begins with a comprehensive evaluation of current plan design, claims experience, utilization trends, enrollment patterns, and employee demographics to identify areas of strength and opportunities for improvement.

  Building on this analysis, we incorporate benchmarking against comparable public sector entities, leveraging our large public sector client base and in-house public sector data to evaluate how the Town's program compares in terms of plan design, employer contributions, and overall competitiveness. This allows us to validate current plan performance and identify opportunities for enhancement based on real-world data from similar organizations.

  Using these insights, our team develops and presents alternative plan design scenarios, including evaluation of funding arrangements, cost-sharing strategies, network configurations, and value-added services. Each option is supported by financial backup and impact analysis to assist the Town in evaluating trade-offs between cost, coverage, and employee experience.

  This structured, data-driven approach ensures that all proposed benefit strategies are aligned with the Town's financial objectives, responsive to workforce needs, and positioned for long-term sustainability.

- **Review additional cost-savings alternatives and creative funding options**

  Brown & Brown will continuously evaluate and present cost-saving alternatives and creative funding options throughout the plan year, not only at renewal. Cost-savings opportunities are then evaluated across multiple categories, including (as applicable):

  - **Funding alternatives**: fully insured, level-funded, self-funded, and hybrid arrangements; review of stop-loss structures, attachment points, contract terms, and risk tolerance.
  - **Plan design strategies**: cost-sharing alignment, deductible/copay structures, incentive design, dependent eligibility approaches, and retiree strategy considerations.
  - **Network and access strategies**: network adequacy review, disruption analysis, out-of-network spend review, and evaluation of alternative networks or specialty access programs where appropriate.
  - **Pharmacy cost containment**: review of utilization trends and high-cost drivers; evaluation of PBM contract provisions, rebate guarantees (where applicable), specialty management opportunities, formulary strategy considerations, and alternative pharmacy solutions when appropriate.
  - **Vendor and program optimization**: evaluation of vendor consolidation opportunities, multi-line discount strategies, service performance guarantees, and administrative efficiencies that reduce friction and cost.
  - **Wellness and disease management**: implementing targeted strategies based on claims trends, chronic condition prevalence, and prevention opportunities to improve long-term outcomes and reduce avoidable spend.

  For each viable alternative, we provide the Town with a clear comparison of options, including anticipated impact, operational considerations, implementation requirements, and timeline. Recommendations are supported by financial analysis and a practical implementation plan so the Town can make informed decisions that balance cost, risk, coverage quality, and employee experience.

- **Provide information on what comparable municipalities are doing with their benefits in the upcoming plan year**

  Confirmed. Brown & Brown provides the Town with timely and practical insight into benefit strategies being implemented by comparable public sector employers as part of the annual planning and renewal process. Comparable municipalities planning for the upcoming benefits year are continuing to focus on cost containment, plan sustainability, and employee engagement, while maintaining competitive offerings. Many are implementing modest medical plan design adjustments, such as increasing deductibles, introducing narrower networks, or expanding tiered plan options, to manage upward cost pressure without significantly reducing perceived value. There is also a continued shift toward consumer-driven health plans (CDHPs) paired with enhanced employer contributions to HSAs to encourage employees to make more thoughtful healthcare decisions.

In addition, municipalities are placing greater emphasis on pharmacy cost management strategies, including formulary optimization, specialty drug programs, and, in some cases, carving out pharmacy benefits to achieve greater transparency and cost control. Wellness and population health initiatives also remain a key priority, with organizations expanding incentive-based programs, biometric screenings, and chronic condition management resources to improve long-term outcomes and mitigate claims volatility. Increasingly, these efforts also incorporate mental health support through enhanced EAP offerings, access to virtual behavioral health services, and targeted programs addressing stress, anxiety, and overall emotional wellbeing. Telehealth and virtual care solutions continue to be widely utilized, both as a cost-control mechanism and as a convenient access point for employees seeking a more flexible option to access care.

From an administrative and service perspective, we are assisting many of our clients in placing an increased focus on communication and employee education to support informed decision-making during open enrollment. We have historically supported these efforts by developing tailored communication strategies, one-on-one availability for employee questions, and comprehensive enrollment materials that simplify complex benefit offerings. Additionally, we have guided many municipalities in conducting multi-year financial and benchmarking analyses as well as conducting RFP and evaluation processes to continue helping clients make informed decisions and maintain competitive, sustainable benefits programs.

- **Act as negotiator and consultant during annual benefit contract procurement for medical, dental, vision, basic life, voluntary life, AD&D, and short- and long-term disability**

Confirmed. Brown & Brown serves as the Town's lead negotiator and benefits consultant throughout the annual procurement and renewal process for all lines of coverage, including medical, dental, vision, basic life, voluntary life, AD&D, and short- and long-term disability. Our role includes managing the full lifecycle of the procurement process, from initial strategy development through final contract negotiation and implementation.

We begin by working with Town staff to establish procurement objectives, evaluate current program performance, and determine whether a formal market solicitation or renewal negotiation approach is most appropriate. Based on this direction, our team develops a structured procurement timeline and coordinates all required activities, including preparation of solicitation materials if applicable, communication with carriers, and management of vendor inquiries in accordance with procurement requirements.

During the evaluation phase, we conduct a comprehensive analysis of all proposals and renewal offers, including review of plan design, pricing, contribution structures, network access, financial stability of carriers, and value-added services. We prepare detailed comparison reports and meet with Town staff to review findings, discuss viable options, and refine strategy prior to final negotiations.

Brown & Brown leads all negotiations with carriers and vendors on behalf of the Town, focusing not only on premium rates but also on plan provisions, performance guarantees, service standards, and additional value considerations. This includes negotiating enhancements such as improved plan

design features, administrative services, wellness funding, technology support, and other program enhancements when available.

Throughout this process, we maintain consistent communication with Town staff, present recommendations, and support decision-making to ensure alignment with the Town's financial goals and employee benefits strategy. Our approach is designed to ensure a transparent, competitive, and compliant procurement process while achieving the most favorable overall outcome for the Town and its employees.

- **Prepare and present a written analytical report of proposals received, including recommendations and supporting documentation**

Confirmed. Brown & Brown prepares and delivers comprehensive written analytical reports for all proposals and renewal options received, providing the Town with a clear and structured evaluation of each alternative. Our reports are designed to support decision-making by combining detailed financial analysis, plan design comparison, and operational considerations into a single, organized document.

Upon receipt of proposals submitted in response to the RPS process, our team will perform a detailed analysis of each program offered. We compare all proposals side by side to the in-force program and illustrate the program differences to identify the advantages and disadvantages of each. This includes a detailed cost comparison which outlines the total cost of the program in addition to breaking down the costs related to employer and employee contributions and detailing all applicable proposal caveats or opportunities for multi-line discounts. Each report includes analysis of premiums, employer and employee contributions, plan design features, network access, and value-added services, and clearly outlines any material differences, contract provisions, limitations, or areas of concern to ensure full transparency.

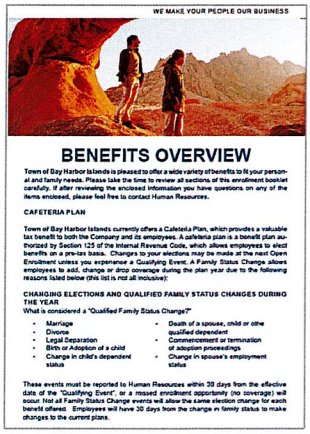
We also compare provider networks to determine which proposers may be considered viable options in addition to performing a network disruption analysis and network discount analysis. In addition to cost comparisons, our analysis incorporates claims experience, utilization trends, and benchmarking data to evaluate how each option is expected to perform relative to the Town's current program and peer organizations. This allows us to present not only pricing differences but also projected impact on the Town's budget and employee experience.

During this stage in the procurement process, Brown & Brown meets with Town staff to review our initial findings. Once our analysis has determined that particular vendors are viable based on cost, schedule of benefits, value-added services, A.M. Best rating, etc., we then attempt to clear up any details that must be clarified prior to making a recommendation. This process is a second level request for clarification and is conducted following the review of submitted proposals, including a best and final interview process within the RPS timeline and negotiation of performance guarantees where applicable.

The report includes a summary of findings, key considerations, and a clear recommendation supported by data and rationale. We also provide all supporting documentation, including detailed spreadsheets, actuarial or financial modeling where applicable, and any relevant carrier or vendor

materials used in the evaluation process. Brown & Brown meets with Town staff to present these findings, walk through each option in detail, and answer questions to ensure full understanding prior to any final decision. This process ensures that the Town has complete, accurate, and actionable information when selecting benefit plans and partners.

- **Coordinate design, printing, and production of a comprehensive Employee Benefits Handbook for annual distribution to benefit-eligible employees, as approved by the HR Manager**


WE MAKE YOUR PEOPLE OUR BUSINESS

BENEFITS OVERVIEW

Town of Bay Harbor Islands is pleased to offer a wide variety of benefits to fit your personal and family needs. Please take the time to review all sections of this enrollment booklet carefully. If after reviewing the enclosed information you have questions on any of the items enclosed, please feel free to contact Human Resources.

CAFETERIA PLAN

Town of Bay Harbor Islands currently offers a Cafeteria Plan, which provides a valuable tax benefit to both the Company and its employees. A cafeteria plan is a benefit plan authorized by Section 125 of the Internal Revenue Code, which allows employees to elect benefits on a pre-tax basis. Changes to your elections may be made at the next Open Enrollment unless you experience a Qualifying Event. A Family Status Change allows employees to add, change or drop coverage during the plan year due to the following reasons listed below (this list is not all inclusive):

CHANGING ELECTIONS AND QUALIFIED FAMILY STATUS CHANGES DURING THE YEAR

What is considered a "Qualified Family Status Change?"

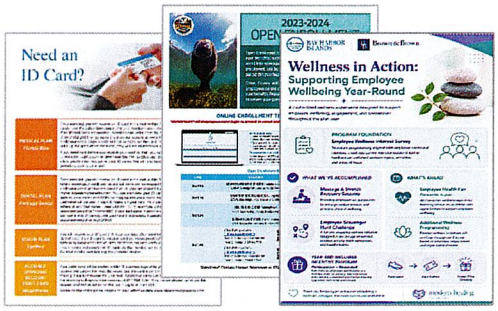
- Marriage
- Divorce
- Legal Separation
- Birth or Adoption of a child
- Change in child's dependent status
- Death of a spouse, child or other qualified dependent
- Commencement or termination of adoption proceedings
- Change in spouse's employment status

These events must be reported to Human Resources within 30 days from the effective date of the "Qualifying Event", or a missed enrollment opportunity (no coverage) will occur. Not all Family Status Change events will allow the same election change for each benefit offered. Employees will have 30 days from the change in family status to make changes to the current plans.

Confirmed. Brown & Brown will coordinate the design, development, printing, and distribution of a comprehensive Employee Benefits Handbook for the Town's benefit-eligible employees, working closely with the Human Resources Manager to ensure all materials are accurate, compliant, and aligned with the Town's program objectives.

Our team provides both technical and creative assistance in the ongoing development, preparation, and review of employee communication materials for content, clarity, compliance, and accuracy. We understand the importance of clear and engaging communication to ensure employees are well-informed about their benefits and any updates, and we utilize our in-house resources to provide materials in both English and Spanish. Our experience in developing effective communication materials ensures that complex benefit information is presented in a clear and accessible format that supports employee understanding and engagement.

In addition to the Employee Benefits Handbook, we develop and coordinate a full suite of supporting communication materials, including:



- Employee Benefits Guides
- Open enrollment posters and flyers
- FSA communication materials
- "Got Questions" and ID card reference materials
- Wellness fair and qualifying event notices
- Onsite clinic and benefit-specific communications

We also support employee education through targeted communication campaigns and wellness initiatives designed to reinforce key benefit concepts and promote informed utilization. All materials are developed in-house, customized to the Town's program, and coordinated through final production and distribution to ensure timely delivery in advance of open enrollment. Examples are available in **Exhibits A and B.**

- **Assist with planning and implementation of selected changes, including vendor transitions and open enrollment**

Confirmed. Our team will assist with the planning, implementation, vendor transitions as well as Annual Open Enrollment to ensure a smooth and positive experience for all participants. Following the RFP and evaluation process, our team remains actively involved, serving as an intermediary between vendors and the Town to facilitate contract negotiations, program implementation, and open enrollment coordination.

Your service team will be actively involved throughout the planning and open enrollment process, assisting with the coordination and execution, including, but not limited to:

- **Coordinating & Attending Meetings**: Assisting with the coordination and attendance of employee informational and enrollment meetings at all sites, as determined by the Town, including whether meetings are mandatory or optional.
- **Determining Meeting Formats**: Assisting with determining appropriate formats for open enrollment meetings, such as health fair-style events, group informational meetings across multiple locations, or one-on-one sessions.
- **Providing Support**: Supplying additional licensed team members to support enrollment meetings across multiple locations and various shifts if needed.
- **Logistics & Coordination:** Organizing meeting locations, scheduling, required materials, and coordinating vendor representative participation upon request.
- **Developing Communication Materials:** Assisting with the development of communication materials, including open enrollment announcements, presentations, and annual employee benefits guides for employees, retirees, and special districts.

This also includes vendor transition services such as:

- **Managing Insurer Changes:** Facilitating the implementation, renewal, or termination of insurers and vendors following written acceptance.
- **Ensuring Vendor Compliance:** Assisting with the completion and timely submission of applications and contracts for new vendors and reviewing documentation to confirm alignment with proposed terms.
- **Contract Review:** Reviewing vendor contracts for consistency with applicable legislative requirements.
- **Facilitating Technology Integration**: Coordinating with applicable technology partners to ensure Plan and cost updates are accurately reflected in enrollment platforms.

A successful open enrollment process requires proactive planning and clear communication. By establishing expectations early and maintaining consistent coordination among all parties, we help support a well-organized open enrollment period and a smooth transition into the new plan year.

- **Assist with annual open enrollment, including coordinating multiple employee meetings at various locations**

  Confirmed. Our team will attend and assist with the coordination of the Annual Open Enrollment meetings to ensure a smooth and informative experience for all participants as outlined above. This includes organizing meeting locations, times, necessary collateral, as well as attendance of vendor representatives if requested. Based on our proximity and team resources, we can also coordinate multiple employee meetings at various locations and shifts as needed.

- **Advise and assist the HR Manager with review of contracts, plan documents, insurance policies, and related documents for accuracy, consistency, and legal compliance**

  Confirmed. We review all lines of coverage and benefits included in the total employee benefits program package, including contracts, plan documents, insurance policies, and related documents, to ensure they are in line with what was proposed and presented and consistent across all vendors and plan offerings. This includes review of plan design features, administrative provisions, and applicable requirements to identify any discrepancies or areas requiring clarification.

  As part of our ongoing services, our team will engage each applicable vendor to obtain all plan documents, policy data, and related information and will work with the HR Manager and Town staff to review these materials for accuracy, completeness and compliance. Our team remains involved with Town staff on a continual basis, providing guidance and support to ensure that all contracts, plan documents, and insurance policies remain accurate, consistent, and compliant with applicable requirements.

- **Assist the Town with development of performance guarantees and evaluation of vendor performance**

  Confirmed. Our team will act as the liaison between the Town and its vendors, representing your best interests in negotiating, coordinating, implementing, and monitoring all aspects of plan benefits and services. We consistently review carrier performance, collaborate with claims departments to ensure accurate claims processing, and negotiate performance guarantees related to implementation, member service standards, and provider discounts.

  As part of our ongoing service, we conduct formal, annual (and as-needed) reviews of vendor performance and contract compliance, including evaluation of service standards, performance guarantees, and overall service delivery to ensure vendors are meeting contractual obligations.

On-Going Services for Health and Dental Insurances

- **Provide dedicated personnel as the primary account contact (specify names and areas of responsibility)**

Brown & Brown will provide a dedicated service team to support the Town, with defined roles and responsibilities to ensure consistent service delivery and accountability. Each team member is assigned clear areas of ownership to ensure responsive service, continuity of support, and accountability across all aspects of the Town's benefits program.

The Program Manager will serve as the primary account contact for the Town.

The following personnel will be assigned to service the Town and will work collaboratively to provide ongoing support across all aspects of the employee benefits program:



Program Manager: Rich Ducharme

Rich Ducharme will serve as the primary strategic advisor to the Town, leading benefits strategy, financial planning, and budgeting efforts. He will provide ongoing guidance on plan design, funding approaches, regulatory and legislative developments, and the evaluation of emerging benefit solutions relevant to the Town. Rich works directly with decision-makers and regularly presents analysis-based recommendations to executive leadership, employee committees, and governing bodies to support informed and timely decision-making.



Benefits Analyst: Rob Fitzpatrick

Rob Fitzpatrick will work closely with the Program Manager in performing financial and analytical functions, including the preparation and issuance of RFPs, proposal evaluation, and renewal negotiations. He also monitors claims utilization and high-cost claims, analyzing utilization patterns, and developing budget forecasts and renewal projections. In this role, Rob leverages the data analytics platform to evaluate claims performance, identify emerging trends, and deliver actionable insights that support effective plan management and cost control.



Client Manager: Claudia Paris

Claudia Paris will serve as the Town's Client Manager, assisting HR staff and employees with day-to-day benefits-related issues. She will serve as a direct contact regarding all service aspects of the benefits program including compliance issues, program implementation, open enrollment coordination and attendance, employee communications, wellness planning, employee advocacy, and related duties.

Client Success Manager: Janina Seymour
Your Client Success Manager, Janina Seymour, works hand in hand with your assigned Client Manager and serves as an in-house member of the service team responsible for coordinating implementations, enrollments, health fairs, etc. and ensuring all service issues are addressed. She is also responsible for the review and editing of the employee benefits handbook and accuracy of employee communication materials.

Client Service Specialists: Matthew Yero,
Matthew Yero, your Client Service Specialist, is responsible for the creation of each group's employee benefits handbook as well as assisting employees with claims issues, member appeals, and reconciling client billing discrepancies. He helps ensure a responsive service-oriented benefits experience.

This dedicated service team structure ensures that the Town has direct access to experienced personnel for both strategic guidance and day-to-day support. Each team member is responsible for specific functions while working in coordination to provide responsive, accurate, and consistent service throughout the plan year.

- **Monitor program operations throughout the year to ensure benefit providers meet all customer service requirements**

Confirmed. Your Brown & Brown team will remain in constant communication not only with Town staff but also with each of the Town's vendors to ensure that plans and contracts are being administered correctly, and customer service standards are being met. We will assist with the development of vendor performance guarantees as needed and represent your best interests in negotiating, coordinating, implementing, and monitoring all aspects of plan benefits, costs, and service.

- **Provide ongoing administrative support, acting as liaison between the Town and providers to resolve claim disputes, contract administration issues, and other matters**

Confirmed. Members of your Brown & Brown team will serve as day-to-day resources for Town staff, employees, and retirees as needed. Your Senior Account Manager will maintain continuous communication throughout the plan year, providing support with administrative, legislative, enrollment, and billing questions, as well as member eligibility, problem resolution, and plan explanations. They will touch base regularly, and more frequently during open enrollment or during other initiatives such as health fairs. Additionally, Brown & Brown is available to assist with resolving claim challenges and other issues, including policy interpretation, whenever needed.

The benefits administration support provided on a day-to-day basis includes but is not limited to:

- Being an employee advocate and assisting employees with claim issues and benefit questions
- Assisting HR with billing and administrative issues
- Coordinating with carriers and providers to resolve claim disputes, eligibility issues, and policy interpretation matters
- Maintaining ongoing communication with vendors to address contract administration issues and other service-related matters as they arise
- Providing onsite educational meetings for staff and employees, when requested or needed
- Continually monitoring issues as they arise throughout the plan year to support timely problem resolution and consistent service delivery

Brown & Brown will act as a liaison between the Town and providers to ensure issues are addressed promptly and accurately, and that plans and related documents are administered correctly. This approach supports consistent vendor communication, efficient resolution of claim and contract issues, and dependable day-to-day administrative support for Town staff and plan members.

- **Provide health advocacy services directly to plan members, including reviewing hospital and doctor bills, Explanation of Benefits for claims accuracy, developing claims appeals, researching pharmacy issues, assisting with member eligibility, and providing periodic on-site visits**

Confirmed. Our team is available to advocate for and assist the Town and its employees in resolving claim-related issues, including review of hospital and physician bills, Explanation of Benefits for accuracy, member eligibility concerns, and pharmacy-related matters.

The Client Service Specialist is available to work directly with staff and employees to help resolve claims issues by analyzing the situation and coordinating with carrier claims departments, service representatives, and provider offices to seek resolution. The Client Service Specialist also assists with escalated claims matters, including preparation of appeal letters in situations where claims have been denied.

Periodic onsite support and employee meetings are provided as needed to assist with employee questions, enrollment support, claims concerns, and general benefits education. Examples of how our intervention has resulted in significant savings to employees include:

1. While on a family cruise, an employee became severely ill and was confined to his stateroom on IV fluids for the entire seven-day trip before being taken directly to the ER upon disembarkation, where he required emergency surgery for a strangulated hernia and an inpatient hospital stay of three days. During the cruise, he incurred $11,865 in out-of-pocket medical expenses. We worked with the employee, the cruise line, and the carrier to submit manual claims that resulted in full reimbursement because all onboard medical services were covered under his benefits.

2. An employee received a bill for $1,707 for an MRI after already paying $425 out of pocket at the time of service, and after investigating, we found that the MRI had been performed without the required prior authorization and that the provider completed the scan despite the denial. We also confirmed

that the employee had not signed any form agreeing to take financial responsibility if insurance did not pay, which allowed us to work with the provider to have the entire invoice written off. The employee's $425 payment was also refunded, resulting in a total savings of $2,132.

3. A member contacted our team regarding two outstanding medical claims totaling just over $130,000 that had remained pending for approximately three months. Upon review, we worked directly with the healthcare facility and identified that Medicare had been incorrectly billed as the primary payer, despite the member being an active employee covered under the group health plan. Our team advised the provider to bill the group plan first, and once the claims were resubmitted correctly, both were processed within three days, resulting in no financial responsibility for the member.

The Brown & Brown team will follow up with the applicable carrier claims department or service representative, assist in gathering all required information and documentation, and continuously follow up throughout the appeal process. We exhaust all avenues in our efforts to bring each employee issue to resolution and provide responsive, ongoing health advocacy services to plan members, including support through periodic on-site visits and direct employee engagement as needed.

- **Meet with Town staff at least quarterly, and as often as reasonably necessary**

As part of our continuous service, Brown & Brown will meet with the Town at regular intervals (at least quarterly) to review and discuss plan performance (if claims data is available), premium and claims history, market trends, insurance trends and provide observations. Brown & Brown staff conducts detailed reviews, analysis, and projection sessions with decision makers at key points throughout the year, consistently tracking the available claims utilization data of your program to more effectively prepare for the renewal process. We review available claims utilization reports to determine whether your programs are running favorably and utilize this claims data to forecast renewal projections, prepare budgets and negotiate with vendors.

Your Brown & Brown service team is also available for phone calls, Teams or Zoom meetings and can be accessible for meetings given reasonable notice. We are also available to attend open enrollment meetings, new hire orientations and health fairs as needed. We also understand that there will be times of the year where we will need to meet and be onsite more often due to renewals, open enrollment, wellness planning, educational sessions, insurance committee meetings or Town Council meetings. Brown & Brown strives to be available to our clients whenever the need arises.

- **Coordinate annual audits of benefits plans and vendors; prepare annual financial reports**

Brown & Brown will review the Town's benefit plans and vendors to ensure financial accuracy, contractual compliance, and optimal program performance. Our approach includes review of carrier and vendor performance, claims utilization (if available), plan design compliance. We work directly with carriers and vendors to validate data, resolve discrepancies, and ensure alignment with negotiated terms and conditions. Our reporting and review sessions include coordination with all carriers and vendors across medical, pharmacy, dental, vision, and ancillary programs to ensure a comprehensive evaluation of plan performance and compliance.

- **Prepare and deliver reports as required, including claims experience reports at intervals acceptable to the Town**

  Brown & Brown provides ongoing reporting and analytical support designed to help the Town monitor plan performance, evaluate utilization trends, and support informed decision-making throughout the year. Claims experience reports may be provided quarterly, semi-annually, annually, or at other intervals as available based on the size of the employer and applicable carriers.

  Our team reviews available claims and financial data to help identify cost drivers, emerging trends, and potential opportunities for plan design adjustments, funding alternatives, wellness initiatives, or cost-containment strategies. Reporting is presented in a practical and understandable format designed to support discussion with Town administration and decision-makers.

- **Provide advice to ensure health and medical benefit programs comply with state and federal requirements and remain adequate relative to comparable plans**

  Brown & Brown provides strategic guidance and education designed to help ensure the Town's health and medical benefit programs comply with applicable state and federal requirements and remain adequate relative to comparable public sector plans. Our team proactively monitors, interprets, and communicates regulatory and market developments that impact employee benefits programs so the Town is informed early and positioned to respond effectively.

  To support compliance, we maintain ongoing awareness of federal, state, and local legislative changes that affect employee benefits, and we translate those developments into practical guidance for plan administration, plan documents, and program decision making. We deliver ongoing education through multiple channels, including regular newsletters that summarize key regulatory updates and their practical implications, as well as seminars and webinars focused on emerging legislation, compliance requirements, and industry trends. These updates and sessions are intended to equip Town staff with clear, usable information to support plan design decisions, funding strategy discussions, and program administration. Examples of these materials are available in **Exhibit D.**

  To ensure the Town's programs remain adequate relative to comparable plans, we incorporate public sector benchmarking and trend analysis into our advisory support. Our benchmarking focus includes plan benefits, employer and employee contribution strategies, waiting periods, trend factors, and other key program metrics that help evaluate competitiveness and adequacy. Leveraging our public sector experience and understanding of local market conditions, we provide the Town with timely benchmark and trend information to identify gaps, confirm competitiveness, and support adjustments as market conditions evolve.

  Our team also conducts face-to-face meetings to address Town-specific considerations, align strategic goals, and provide guidance on adapting to evolving requirements. By combining proactive communication, continuous education, and benchmarking-based advisory support, Brown & Brown helps the Town remain compliant with applicable requirements while maintaining a benefits program that is competitive and sustainable relative to comparable public sector plans.

- **Track and monitor pending or new legislation (state and federal), including the Affordable Care Act, HIPAA, COBRA, PPACA, and employee benefit funding trends**

  Brown & Brown actively tracks and monitors pending and new federal and state legislation impacting employee benefit programs, including the Affordable Care Act (ACA), HIPAA, COBRA, PPACA, and related regulatory developments. Our Regulatory & Legislative Strategy group leverages advanced tools and a dedicated team to continuously monitor changes at both the state and federal levels, ensuring the Town remains informed and prepared. New developments are communicated in a timely manner through email alerts, monthly topical communications, and quarterly newsletters, providing the Town with timely, actionable updates and clear understanding of the impact on plan design, administration, and compliance obligations.

  We provide in-depth regulatory analysis and practical guidance to help the Town translate legislative developments into informed decision-making. This includes interpreting how changes affect plan administration, required notices and disclosures, and overall compliance strategy. We prioritize ongoing customer education through webinars, compliance calendars, newsletters, and detailed guides covering key topics such as HIPAA, FMLA, fringe benefits, and emerging legislation. These resources are designed to equip Town staff with clear, usable information to support compliance and effective program management. Examples of these materials are included in **Exhibits D** and **E**. By combining continuous monitoring, timely communication, and expert advisory support, Brown & Brown helps the Town remain informed, compliant, and responsive to an evolving legislative landscape.

- **Ensure personnel availability for meetings, phone calls, and email correspondence as required**

  Acknowledged. Responsiveness and accessibility are fundamental components of our service approach. Our team is committed to maintaining open and consistent communication with the Town and responding promptly to requests, questions, and service matters as they arise. In most instances, calls and emails are returned the same business day.

  The Town will have direct access to its assigned account management team, including availability through office phone, cell phone, and email communications. Our team members are equipped with laptops, mobile devices, and remote-access capabilities that allow them to remain responsive and accessible whether working onsite, remotely, or while traveling.

  In addition, management and senior leadership maintain an active, hands-on role in client service delivery and remain available to provide additional support, guidance, and escalation assistance when needed. Our goal is to ensure the Town has reliable access to experienced personnel throughout the year, not only during renewal and open enrollment periods.

- **Maintain confidentiality of Town records and data as required under applicable law**

  Brown & Brown maintains strict confidentiality of Town records and data and ensures compliance with all applicable federal and state privacy and security requirements. Our team has deep, hands-on

experience navigating the complex regulatory landscape that governs public sector health plans at both the State and Federal level, particularly in the areas of HIPAA, COBRA, and the Affordable Care Act (ACA).

We are well-versed in HIPAA's privacy and security requirements, especially as they pertain to public employers who may face unique challenges in maintaining compliance due to public records laws. In Florida and other states, public records laws can intersect with HIPAA, requiring careful navigation to protect Protected Health Information (PHI) while complying with transparency requirements.

Brown & Brown ensures the confidentiality, integrity, and availability of all information through established policies and procedures designed to minimize risk from internal and external events. These protocols include data encryption, secure transmission practices, strict access controls, and ongoing monitoring of network and system security. We maintain Business Associate Agreements with self-insured clients and vendors and adhere to best practices for protecting both Protected Health Information (PHI) and Personally Identifiable Information (PII).

All employees are required to complete annual HIPAA and cybersecurity training to ensure a consistent understanding of data privacy, security responsibilities, and ethical standards. These training programs reinforce the importance of protecting the confidentiality of client data and maintaining compliance with applicable laws.

Through these combined controls, training programs, and compliance practices, Brown & Brown ensures that Town records and data are handled securely and confidentially in accordance with all applicable legal and regulatory requirements.

- **Perform other related services and provide other related products on an as-needed basis**

Confirmed. Brown & Brown can assist the Town with additional services and related products on an as-needed basis. These services may include special projects or miscellaneous support activities as requested by the Town, with the scope, timing and cost of such services to be mutually agreed upon.

Additional services will be provided at the Town's request and may be performed on an ad hoc basis, depending on project needs. Our team will work with the Town to define deliverables, timelines, and resources as necessary to ensure that requested services are completed in a timely and efficient manner.

Tab 5: Special Considerations

Special Considerations: Describe any special resources or in-house expertise that will benefit the project. Not to exceed three (3) pages.

Special Considerations

Brown & Brown offers a range of specialized in-house resources and subject matter expertise that enhance our ability to deliver comprehensive, high-value services to the Town. These resources include dedicated service center support, advanced communication and engagement capabilities, technology platforms, and access to national subject matter experts across pharmacy, compliance, analytics, and innovation. Together, these capabilities provide the Town with scalable support, an enhanced employee experience, and data-driven decision-making.

Comprehensive Service Capabilities

We offer year-round support for employees navigating questions relating to open enrollment, qualifying life events, new hire onboarding, and general benefits inquiries. Our team manages inbound and outbound communications to proactively engage employees and improve understanding of their benefits. Custom call trees and tailored prompts create an efficient and user-friendly support process, helping reduce administrative burden on Town staff.

Top-tier Carrier Recognition:

Our esteemed reputation and prominent standing within the Florida insurance market afford us top-tier recognition and significant leverage with all major carriers.

Strategic Communications & Employee Engagement

In collaboration with the Brown & Brown service team, our communications specialists develop and execute strategic communication plans tailored to the Town's workforce. These plans are designed to:

- Maintain consistent, year-round communication to keep employees informed and engaged
- Clarify the relationship between cost-of-care and cost-of-coverage, supporting informed decision-making
- Deliver targeted messaging that improves relevance and impact, particularly during plan changes
- Enhance employee understanding and appreciation of the full benefits package

We take a multi-generational approach to communication, delivering information through print materials, digital platforms, video content, mobile applications, and in-person meetings to ensure broad accessibility and engagement.

Our standard communication services include online resources, professionally designed brochures, open enrollment meetings, webinars, seminars, benefit fairs, and a dedicated customer resource portal. We also provide customized benefits guides, mobile-friendly digital resources, and video-based communications that improve consistency and reduce HR support demands.

Innovation & National Subject Matter Expertise

In addition to our local service team, Brown & Brown provides access to national resources that enhance our service delivery:

- **Innovation Hub**: A dedicated team that collaborates with health plan strategists, clinicians, actuaries, and data specialists to develop innovative, data-driven solutions that improve outcomes, manage costs, and enhance the member experience
- **Specialized Expertise**: Access to subject matter experts across pharmacy, compliance, analytics, communications, and stop loss to support complex program needs
- **Advanced Analytics & Insights**: Leveraging data to identify trends, improve plan performance, and support strategic decision-making

Firm Differentiators

Brown & Brown further differentiates itself through the following firm-level capabilities:

- **Independence:** We maintain an unbiased, client-focused approach, evaluating all available solutions to ensure recommendations are aligned with the Town's best interests
- **Innovation:** Our commitment to research, collaboration, and continuous improvement allows us to deliver forward-thinking strategies that respond to evolving market conditions
- **Service Model:** We combine the technical expertise of a consulting firm with the cost efficiency of an insurance broker, delivering comprehensive service without additional fees for ongoing support
- **People and Process:** We recruit top industry talent and apply a proven service model that drives measurable outcomes and exceptional service delivery
- **Experience**: With extensive experience serving public sector clients, we provide insights and recommendations informed by similar organizations and market conditions

Tab 6: Insurance

The Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and amounts not less than those specified below, naming the Town as an Additional Insured, underwritten by a firm assigned an A.M. Best rating of at least "A-" with a Financial Size Category of at least Class VII, and authorized to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. All coverage forms must be primary and non-contributory, and the Contractor shall provide a waiver of subrogation for the benefit of the Town. Copies of the Contractor's actual insurance policies and Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured. The Contractor shall be responsible for assuring that all required insurance policies and certificates remain in full force and effect for the duration of the agreement.

- **Commercial General Liability: $1,000,000 per occurrence / $2,000,000 general aggregate. Coverage shall include Completed Operations, Products Liability, and Contractual Coverage. The exclusion with respect to property under the care, custody, and control of the Contractor shall be eliminated.**
- **Workers' Compensation and Employer's Liability: Statutory limits as required by applicable state and federal laws; Employer's Liability minimum of $1,000,000 per accident. No employee, subcontractor, or agent of the Contractor shall be allowed to provide Services pursuant to this RFQ who is not covered by Workers' Compensation insurance.**
- **Business Automobile Liability: $1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the ISO Business Automobile Liability policy, without restrictive endorsements, and must include Owned, Hired, and Non-Owned Vehicles.**
- **Professional Liability (Errors & Omissions): $1,000,000 per occurrence, single limit.**

Each policy and certificate of insurance shall include no less than thirty (30) days' advance written notice to the Town prior to cancellation, termination, or material alteration of said policies or insurance.

The requested Certificate of Insurance is included on the following page.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/2025

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

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

PRODUCER Brown & Brown RS Insurance Services, LLC 6 Concourse Pkwy, Ste 2300 Atlanta, GA 30328 www.bbinsurance.com	CONTACT NAME: Brown & Brown RS Insurance Services, LLC PHONE (A/C, No, Ext): (404) 460-1400 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Brown & Brown, Inc. PO 2412 Daytona Beach FL 32115-2412	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : XL Specialty Insurance Company — 37885 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 88427713 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability / E&O - (Insurance Agents/Brokers)			US00106979EO26A	1/1/2026	1/1/2027	Each Wrongful Act Aggregate	$20,000,000 $20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Informational Purposes
Named Insured: Brown & Brown Insurance Services Inc.

CERTIFICATE HOLDER

Brown & Brown Insurance Services, Inc
1201 West Cypress Creek Road
Fort Lauderdale FL 33309

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE *Brown & Brown RS Insurance Services, LLC*

Brown & Brown RS Insurance Services, LLC

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Tab 7: Litigation Statement

Litigation Statement: Complete Form 7 (Dispute Disclosure). Include a statement regarding any litigation or regulatory action filed against the firm within the last five (5) years.

Brown & Brown, Inc. is subject to litigation in the normal course of its business consistent with its industry, which remain confidential. None of the instances of litigation are material to the services outlined in this RFP or to Brown & Brown's ability to perform the services.

Tab 8: Required Affidavits

Required Affidavits: Complete and submit Form 10 (Anti-Kickback Affidavit), Form 11 (E-Verify Affirmation Statement), Form 12 (Anti-Human Trafficking Affidavit), Form 13 (Affidavit of Compliance with Foreign Entity Laws), and Form 14 (Non-Collusion Statement).

The required affidavits are found on the following pages.

- Form 10 – Anti-Kickback Affidavit
- Form 11 – E-Verify Affirmation Statement
- Form 12 – Anti-Human Trafficking Affidavit
- Form 13 – Affidavit of Compliant with Foreign Entity Laws
- Form 14 – Non-Collusion Statement

FORM 10
ANTI-KICKBACK AFFIDAVIT

THIS AFFIDAVIT MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid/proposed will be paid to any employees of the Town of Bay Harbor Islands as a fee, commission, percentage, gift, or consideration as a result of this bid/proposal being awarded.

STATE OF: FLORIDA

COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me this 22nd day of May, 2024, by Richard Duchaine, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Signature

Matthew Jerry

Print Name

Title

NOTARY PUBLIC:

MATTHEW F. JERRY
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 407316
MY COMMISSION EXPIRES JUL. 26, 2027

Notary Public (Print, Stamp, or Type as Commissioned)

X Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

FORM 11
E-VERIFY AFFIRMATION STATEMENT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town of Bay Harbor Islands to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide proof of its enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-everify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Gabby Kaufman
Witness #1 Print Name:

Jacob Lesem
Witness #2 Print Name:

Signed, sealed and delivered by:

Matthew Jerry
Print Name:

Title:

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of May, 2024, by Richard Bohorne (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

MATTHEW F. JERRY
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 407318
MY COMMISSION EXPIRES JUL. 26, 2027

Notary Public (Print, Stamp, or Type as Commissioned)

MJ Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath

FORM 12
ANTI-HUMAN TRAFFICKING AFFIDAVIT

Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an authorized officer or representative of Brown & Brown, a nongovernmental business entity authorized to conduct business in the State of Florida, and attest that said entity does not use coercion for labor or services in connection with any contract, renewal, or extension entered into with a governmental entity in the State of Florida.

For purposes of this affidavit, "coercion" has the meaning provided in section 787.06, Florida Statutes, and includes knowingly providing or obtaining labor or services by:

1. Using or threatening to use physical harm against any person;
2. Restraining, isolating, or threatening to restrain or isolate any person;
3. Withholding, destroying, or confiscating a passport, immigration document, or other personal identification document;
4. Threatening financial harm to any person; or
5. Using fraud or deception.

Under penalty of perjury, I hereby declare and affirm, to the best of my knowledge and belief, that the above stated facts are true and correct.

By:

Richard Ducharme

Name:

Senior Vice President

Title:

STATE OF FLORIDA

COUNTY OF Broward

SWORN TO AND SUBSCRIBED before me by means of ☒physical presence or ☐online notarization this 22nd day of May, 2026, by Richard Ducharme, as SVP of Brown & Brown, a Florida entity. He/She is ☒personally known to me or ☐has produced _____(Type of Identification) as identification.

Signature of Notary Public

MATTHEW F. JERRY
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 407318
MY COMMISSION EXPIRES JUL. 26, 2027

Print, Type or Stamp Name of Notary

Serial Number, if any

FORM 13

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

Pursuant to Section 607.1501, Florida Statutes, and other applicable laws, any foreign corporation (incorporated outside the State of Florida) must obtain a certificate of authority from the Florida Department of State before transacting business in Florida. Visit http://www.dos.state.fl.us/ for more information.

I, the undersigned, am an authorized officer or representative of Brown & Brown, and hereby certify under penalty of perjury that:

1. The entity is duly organized and validly existing under the laws of the state or country of its formation.

2. If the entity is a foreign corporation, limited liability company, or other business entity formed outside the State of Florida, the entity has obtained a certificate of authority from the Florida Department of State and is in good standing to transact business in Florida, OR is otherwise exempt from such requirement.

3. The entity is in compliance with all applicable foreign entity laws required to conduct business with the Town of Bay Harbor Islands.

Under penalty of perjury, I hereby declare and affirm, to the best of my knowledge and belief, that the above stated facts are true and correct.

Signature:

Richard Ducharme
Print Name:

Senior Vice President
Title:

Brown & Brown
Entity Name:

May 22, 2026
Date:

STATE OF FLORIDA

COUNTY OF Broward

SWORN TO AND SUBSCRIBED before me by means of ☒physical presence or ☐online notarization this 22nd day of May, 2026, by Richard Ducharme, as SVP of Brown & Brown. He/She is ☒ personally known to me or ☐ has produced _____(Type of Identification) as identification.

Signature of Notary Public

Print, Type or Stamp Name of Notary

MATTHEW F. JERRY
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 407318
MY COMMISSION EXPIRES JUL. 26, 2027

Serial Number, if any

FORM 14
NON-COLLUSION STATEMENT

The undersigned, by signing this statement, hereby certifies as follows:

1. The prices in this Proposal/Bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer/Bidder or with any competitor.

2. Unless otherwise required by law, the prices which have been quoted in this Proposal/Bid have not been knowingly disclosed by the Proposer/Bidder and will not knowingly be disclosed by the Proposer/Bidder prior to opening, directly or indirectly, to any other Proposer/Bidder or to any competitor.

3. No attempt has been made or will be made by the Proposer/Bidder to induce any other person or firm to submit or not to submit a Proposal/Bid for the purpose of restricting competition.

4. The statements contained in this Non-Collusion Statement are true and correct, and made with full knowledge that the Town of Bay Harbor Islands relies upon the truth of the statements contained in this Non-Collusion Statement in awarding contracts for said work.

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

Brown & Brown
Firm Name:

Authorized Signature:

Richard Ducharme — Senior Vice President
Print or Type Name: — **Title:**

May 21, 2026
Date:

Tab 9: Other Required Forms

All other Forms: Complete all forms listed in Section 3.

The following forms have been completed and are included on the following pages:

- **Form 1: Response Checklist**
- **Form 2: Response Information Form**
- **Form 3A: Certificate of Authority (for Corporations or Partnerships)**
- **Form 3B: Certificate of Authority (for Individuals)**
- **Form 4: Company Qualifications Questionnaire**
- **Form 5: Key Personnel and Staff**
- **Form 6: Client References**
- **Form 7: Dispute Disclosure**
- **Form 8: Addendum Acknowledgment**
- **Form 9: Single Execution Affidavits**
- **Form 10: Anti-Kickback Affidavit**
- **Form 11: E-Verify Affirmation Statement**
- **Form 12: Anti-Human Trafficking Affidavit**
- **Form 13: Affidavit of Compliance with Foreign Entity Laws**
- **Form 14: Non-Collusion Statement**

FORM 1
RESPONSE CHECKLIST

✓	**Form 1:**	Response Checklist
✓	**Form 2:**	Response Information Form
✓	**Form 3:**	Certificate of Authority (Complete Form 3A or 3B as applicable)
		Certificate of Authority (for Corporations or Partnerships)
		Certificate of Authority (for Individuals)
✓	**Form 4:**	Company Qualifications Questionnaire
✓	**Form 5:**	Key Personnel and Staff
✓	**Form 6:**	Client References
✓	**Form 7:**	Dispute Disclosure
✓	**Form 8:**	Addendum Acknowledgment
✓	**Form 9:**	Single Execution Affidavits
✓	**Form 10:**	Anti-Kickback Affidavit
✓	**Form 11:**	E-Verify Affirmation Statement
✓	**Form 12:**	Anti-Human Trafficking Affidavit
✓	**Form 13:**	Affidavit of Compliance with Foreign Entity Laws
✓	**Form 14:**	Non-Collusion Statement

FORM 2
RESPONSE INFORMATION FORM

I certify that any and all information contained in this RFQ is true. I certify that this RFQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFQ for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFQ, and certify that I am authorized to sign for the Proposer's firm. Please print the following and sign your name:

Brown & Brown Insurance Services, Inc.
FIRM NAME

1201 W. Cypress Creek Rd., Suite 130, Fort Lauderdale, FL 33309
PRINCIPAL BUSINESS ADDRESS

(954) 776-2222 — **TELEPHONE**

(954) 776-4446 — **FACSIMILE**

info.null@bbrown.com
EMAIL ADDRESS

59-0691921 — **FEDERAL I.D. NO. OR SOCIAL SECURITY NUMBER**

377-333950 — **MUNICIPAL BUSINESS TAX RECEIPT OR OCCUPATIONAL LICENSE NO.**

Christine Conte
NAME

Operations Leader
TITLE

AUTHORIZED SIGNATURE

N/A

FORM 3A
CERTIFICATE OF AUTHORITY
(if Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] **Board of Directors / Partners** of

_____

_____

a business existing under the laws of the State of _____, (the "Entity") held on _____, 20___, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Entity, be and is hereby authorized to execute this Proposal dated _____, 20__, on behalf of the Entity and submit this Proposal to the Town of Bay Harbor Islands, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this _____day of _____, 20___.

_____

Secretary: **President:**

_____

Print Name: **Print Name:**

(Seal)

FORM 3B
CERTIFICATE OF AUTHORITY
(if Individual)

I, Richard Duchamme ("Affiant") being first duly sworn, deposes and says:

1. I am the Representative [Select and print as applicable: Owner / Partner / Officer / Representative / Agent] of: Brown and Brown doing business as Brown and Brown of Florida, Inc., the Contractor that has submitted the attached Proposal.

2. I am fully informed respecting the preparation and contents of the attached Proposal and all of the pertinent circumstances respecting such Proposal.

3. I am authorized to execute the Proposal dated May 28, 2026, and submit this Proposal to the Town of Bay Harbor Islands, and the execution of this Certificate of Authority, attested to by a Notary Public, will be the official act and deed of this attestation.

In the presence of:

Gabby Kaufman
Witness #1 Print Name:

Jacob Lesen
Witness #2 Print Name:

Signed, sealed and delivered by:

Matthew Jerry
Print Name:

Title:

ACKNOWLEDGMENT

State of Florida
County of Broward

On this 22nd day of May, 2026 before me the undersigned, personally appeared Richard Duchamme, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it. Witness my hand and official seal:

Notary Public (Print, Stamp, or Type as Commissioned)

NP Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

MATTHEW F. JERRY
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 407318
MY COMMISSION EXPIRES JUL. 26, 2027

FORM 4

COMPANY QUALIFICATIONS QUESTIONNAIRE

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

1. How many years has your company been in business under its current name and ownership?

Since 1939 - 87 years

a. Professional Licenses/Certifications (include name and license #)* Issuance Date

Agency License #L007011

(*include active certifications of small or disadvantage business & name of certifying entity)

2. Type of Company: ☐Individual ☐Partnership ☒Corporation ☐LLC ☐Other

If other, please describe the type of company: C-Corporation

a. FEIN/EIN Number: 59-0691921

b. Dept. of Business Professional Regulation Category (DBPR): N/A

i. Date Licensed by DBPR:

ii. License Number:

c. Date registered to conduct business in the State of Florida:

i. Date filed: April 3, 1947

ii. Document Number: 150616

d. Primary Office Location: Fort Lauderdale, FL

e. What is your primary business? (This answer should be specific) Insurance

f. Name and Licenses of any prior companies

Name of Company	License Name & No.	Issuance Date

FLORIDA DEPARTMENT of FINANCIAL SERVICES

BROWN & BROWN INSURANCE SERVICES, INC

655 NORTH FRANKLIN STREET
SUITE 1900
TAMPA FL 33602

Agency License Number L007011

Location Number: 125245

Issued On 07/25/2006

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.

Jimmy Patronis
Chief Financial Officer
State of Florida

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

BROWN & BROWN INSURANCE SERVICES, INC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

300 N BEACH STREET

Requester's name and address (optional)

6 City, state, and ZIP code

DAYTONA BEACH, FL 32114

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	0	6	9	1	9	2	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date** 4/10/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

3. Company Ownership

a. Identify all owners or partners of the company: (Attach additional pages if necessary)

Name	Title	% of ownership
N/A - Publicly Traded (BRO)		

b. Is any owner identified above an owner in another company? ☐Yes ☐No If yes, identify the name of the owner, other company names, and % ownership

c. Identify all individuals authorized to sign for the company, indicating the level of their signing authority (use additional pages/attachments if necessary)

Name	Title	Signatory Authority (All, Cost Up to $Amount, No-Cost, Other)
Michael Gorham	Executive Vice President	All
Richard Ducharme	Senior Vice President	All

4. Employee Information

a. Total No. of Employees: 24,000

b. Total No. of Managerial/Admin. Employees:

5. Recent Contracts

a. Identify the five (5) most recent contracts in which your company has provided similar services to other public entities. Include the Owner's name and contact person.

6. Insurance Information:

a. Insurance Carrier name & address: XL Specialty Company

b. Insurance Contact Name, telephone, & e-mail: (E&O Attached)

c. Number of Insurance Claims paid out in last 5 years & value:

7. In the space below, describe any other experience, not covered by any of the stated submittal requirements of the RFQ, related to the Services to be performed under the Agreement that Proposer believes is unique to its organization and would benefit the Town.

N/A

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

5/21/2026

Signature of Authorized Officer **Date**

Richard Ducharme

Printed Name

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/2025

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

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

PRODUCER Brown & Brown RS Insurance Services, LLC 6 Concourse Pkwy, Ste 2300 Atlanta, GA 30328 www.bbinsurance.com	**CONTACT NAME:** Brown & Brown RS Insurance Services, LLC **PHONE (A/C, No, Ext):** (404) 460-1400 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Brown & Brown, Inc. PO 2412 Daytona Beach FL 32115-2412	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A: XL Specialty Insurance Company — 37885 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 88427713 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	*Professional Liability / E&O -* (Insurance Agents/Brokers)			US00106979EO26A	1/1/2026	1/1/2027	Each Wrongful Act Aggregate	$20,000,000 $20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Informational Purposes
Named Insured: Brown & Brown Insurance Services Inc.

CERTIFICATE HOLDER

Brown & Brown Insurance Services, Inc
1201 West Cypress Creek Road
Fort Lauderdale FL 33309

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE *Brown & Brown RS Insurance Services, LLC*

Brown & Brown RS Insurance Services, LLC

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FORM 5

KEY PERSONNEL AND STAFF

Proposer's Team & Key Personnel and Staff Table

1. Proposer shall complete the following chart with its proposed Key Personnel and Staff. If additional space is required, use a duplicate page and attach to this form.

Name	Job Title	Company	Years of Experience	Years with Proposer	Licenses & Certifications
Richard Ducharme	SVP	Brown & Brown	20+	8	2/15
Michael Gorham	EVP	Brown & Brown	20+	20	2/20

2. In the space below, explain the Proposer's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for, where substitution is required due to attrition, turnover, or specific request from the Town:

3. In the chart below, provide the requested information for each Key Personnel or Staff member's engagement commitments that will exist concurrently with the Town's Services:

Name	Area of Responsibility	Commitment Hours	Client	Period of Engagement
Richard Ducharme	Lead Consultant			
Claudia Paris	Account Executive			
Matthew Yejo	Benefits Coordinator			
Robert Fitzpatrick	Underwriting			

Janina Seymour	Communications Specialist			

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

Richard Ducharme

Signature of Authorized Officer **Print Name**

May 21, 2026

Date

FORM 6

CLIENT REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, CONTRACTOR TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.

REFERENCE #1

Public Entity Name:

The City of Homestead

Reference Contact Name:

Babette Friedman

Contact Title:

HR Director

Contact Department:

Human Resources

Contact Telephone:

(305) 224-4465

Contact Email:

bfriedman@homesteadfl.gov

Public Entity Size/Number of Residents/Square Mileage:

Approximately 85,000 residents; approximately 15 square miles.

Contract Start Date: 2001 **Contract End Date:** Present

Is the Contract still Active? Yes X No _____

Scope of Work (be as detailed as possible)

Employee Benefits Insurance Brokerage/Consulting Services

REFERENCE #2

Public Entity Name:

The City of Miami Gardens

Reference Contact Name:

Melissa Negron, Esq.

Contact Title:

HR & Risk Director

Contact Department:

Human Resoueces

Contact Telephone:

(305) 622-8000, ext. 2320

Contact Email:

mnegron@miamigardens-fl.gov

Public Entity Size/Number of Residents/Square Mileage:

Approximately 111,000 residents; approximately 18–19 square miles.

Contract Start Date: 2023 **Contract End Date:** Present

Is the Contract still Active? Yes X No

Scope of Work (be as detailed as possible)

Employee Benefits Insurance Brokerage/Consulting Services

REFERENCE #3

Public Entity Name:

The City of Sunny Isles Beach

Reference Contact Name:

Stan Morris

Contact Title:

City Manager

Contact Department:

City Commission

Contact Telephone:

(305) 947-0606

Contact Email:

smorris@sibfl.net

Public Entity Size/Number of Residents/Square Mileage:

Approximately 22,000 residents; approximately 2 square miles.

Contract Start Date: 2005 **Contract End Date:** Present

Is the Contract still Active? Yes X No _____

Scope of Work (be as detailed as possible)

Employee Benefits Insurance Brokerage/Consulting Services

FORM 7
DISPUTE DISCLOSURE

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

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

YES _____NO ___X_____

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

YES _____NO ___X_____

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

YES _____NO ___X_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

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

Brown & Brown
Firm:

Authorized Signature:

Richard Ducharme
Print or Type Name:

Senior Vice President
Title:

5/21/2026
Date:

FORM 8
ADDENDUM ACKNOWLEDGMENT

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received: (Check the box next to each addendum received)

- ☐ Addendum 1
- ☐ Addendum 2
- ☐ Addendum 3
- ☐ Addendum 4
- ☐ Addendum 5
- ☐ Addendum 6
- ☐ Addendum 7
- ☐ Addendum 8
- ☐ Addendum 9
- ☐ Addendum 10

PART II: ☒NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFQ

Brown & Brown
NAME OF ENTITY

5/21/2026
AUTHORIZED SIGNATURE **DATE**

Richard Ducharme
PRINT NAME

FORM 9

SINGLE EXECUTION AFFIDAVITS

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE TOWN OF BAY HARBOR ISLANDS AND ARE STATEMENTS MADE:

By: Richard Ducharme

For (Name of Proposing or Bidding Entity): Brown & Brown

Whose business address is: 1201 W. Cypress Creek Rd., Fort Lauderdale, FL 33309

And (if applicable) its Federal Employer Identification Number (FEIN) is: 59-0691921

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: _____)

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction:

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes.
- The Rehabilitation Act of 1973, 229 USC Section 794.
- The Federal Transit Act, as amended 49 USC Section 1612.
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Proposer Initials LO

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public

entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means: 1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

Based on information and belief, the statement which I have marked below is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Proposer Initials KD

No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent,

representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

Proposer Initials KD

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the Town of Bay Harbor Islands (the "Town") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to the above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town.

Proposer Initials KD

Anti-Collusion Affidavit

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid.

2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and

3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or to fix any overhead, profit, or cost element of the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Bay Harbor Islands or any person interested in the proposed Contract.

Proposer Initials KD

Scrutinized Company Certification

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP / RFQ at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

2. If the Agreement that may result from this RFP / RFQ is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP / RFQ. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Proposer Initials KD

Acknowledgment, Warranty, and Acceptance

1. Contractor warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.

2. Contractor warrants that it has read, understands, and is willing to comply with all requirements of this **RPS** and any addendum/addenda related thereto.

3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town Council or Town Manager, as applicable.

4. Contractor warrants that all information provided by it in connection with this Proposal is true and accurate.

Proposer Initials KD

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page.

FORM 9 (continued) — NOTARIZATION

In the presence of:	**Signed, sealed and delivered by:**
Gabby Kaufman	Matthew Jerry
Witness #1 Print Name:	**Print Name:**
Jacob Lesem	
Witness #2 Print Name:	**Title:**

ACKNOWLEDGMENT

State of Florida

County of Broward

On this 22nd day of May, 2026, before me the undersigned, personally appeared Richard Dicharme, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it. Witness my hand and official seal:

Notary Public (Print, Stamp, or Type as Commissioned)

✓ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

MATTHEW F. JERRY
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 407318
MY COMMISSION EXPIRES JUL. 28, 2027

FORM 10
ANTI-KICKBACK AFFIDAVIT

THIS AFFIDAVIT MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid/proposed will be paid to any employees of the Town of Bay Harbor Islands as a fee, commission, percentage, gift, or consideration as a result of this bid/proposal being awarded.

STATE OF: FLORIDA

COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me this 22nd day of May, 2024, by Richard Duchaine, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Signature

Matthew Jerry

Print Name

Title

NOTARY PUBLIC:

MATTHEW F. JERRY
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 407318
MY COMMISSION EXPIRES JUL. 26, 2027

Notary Public (Print, Stamp, or Type as Commissioned)

✓ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

FORM 11
E-VERIFY AFFIRMATION STATEMENT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town of Bay Harbor Islands to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide proof of its enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-everify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:	**Signed, sealed and delivered by:**
Gabby Kaufman	Matthew Jerry
Witness #1 Print Name:	**Print Name:**
Jacob Lesem	
Witness #2 Print Name:	**Title:**

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of May, 20 26, by Richard Dehorme (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

MATTHEW F. JERRY
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 407318
MY COMMISSION EXPIRES JUL. 26, 2027

Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

FORM 12

ANTI-HUMAN TRAFFICKING AFFIDAVIT

Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an authorized officer or representative of Brown & Brown, a nongovernmental business entity authorized to conduct business in the State of Florida, and attest that said entity does not use coercion for labor or services in connection with any contract, renewal, or extension entered into with a governmental entity in the State of Florida.

For purposes of this affidavit, "coercion" has the meaning provided in section 787.06, Florida Statutes, and includes knowingly providing or obtaining labor or services by:

1. Using or threatening to use physical harm against any person;
2. Restraining, isolating, or threatening to restrain or isolate any person;
3. Withholding, destroying, or confiscating a passport, immigration document, or other personal identification document;
4. Threatening financial harm to any person; or
5. Using fraud or deception.

Under penalty of perjury, I hereby declare and affirm, to the best of my knowledge and belief, that the above stated facts are true and correct.

By:

Richard Ducharme

Name:

Senior Vice President

Title:

STATE OF FLORIDA

COUNTY OF Broward

SWORN TO AND SUBSCRIBED before me by means of ☒physical presence or ☐online notarization this 22nd day of May, 2026, by Richard Ducharme, as SVP of Brown & Brown, a Florida entity. He/She is ☒personally known to me or ☐has produced _____(Type of Identification) as identification.

Signature of Notary Public

MATTHEW F. JERRY
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 407318
MY COMMISSION EXPIRES JUL. 26, 2027

Print, Type or Stamp Name of Notary

Serial Number, if any

FORM 13

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

Pursuant to Section 607.1501, Florida Statutes, and other applicable laws, any foreign corporation (incorporated outside the State of Florida) must obtain a certificate of authority from the Florida Department of State before transacting business in Florida. Visit http://www.dos.state.fl.us/ for more information.

I, the undersigned, am an authorized officer or representative of Brown & Brown, and hereby certify under penalty of perjury that:

1. The entity is duly organized and validly existing under the laws of the state or country of its formation.

2. If the entity is a foreign corporation, limited liability company, or other business entity formed outside the State of Florida, the entity has obtained a certificate of authority from the Florida Department of State and is in good standing to transact business in Florida, OR is otherwise exempt from such requirement.

3. The entity is in compliance with all applicable foreign entity laws required to conduct business with the Town of Bay Harbor Islands.

Under penalty of perjury, I hereby declare and affirm, to the best of my knowledge and belief, that the above stated facts are true and correct.

Signature:

Richard Ducharme
Print Name:

Senior Vice President
Title:

Brown & Brown
Entity Name:

May 22, 2026
Date:

STATE OF FLORIDA

COUNTY OF Broward

SWORN TO AND SUBSCRIBED before me by means of ☒physical presence or ☐online notarization this 22nd day of May, 2026, by Richard Ducharme, as SVP of Brown & Brown. He/She is ☒ personally known to me or ☐ has produced _____(Type of Identification) as identification.

Signature of Notary Public

Print, Type or Stamp Name of Notary

MATTHEW F. JERRY
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 407318
MY COMMISSION EXPIRES JUL. 26, 2027

Serial Number, if any

FORM 14
NON-COLLUSION STATEMENT

The undersigned, by signing this statement, hereby certifies as follows:

1. The prices in this Proposal/Bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer/Bidder or with any competitor.

2. Unless otherwise required by law, the prices which have been quoted in this Proposal/Bid have not been knowingly disclosed by the Proposer/Bidder and will not knowingly be disclosed by the Proposer/Bidder prior to opening, directly or indirectly, to any other Proposer/Bidder or to any competitor.

3. No attempt has been made or will be made by the Proposer/Bidder to induce any other person or firm to submit or not to submit a Proposal/Bid for the purpose of restricting competition.

4. The statements contained in this Non-Collusion Statement are true and correct, and made with full knowledge that the Town of Bay Harbor Islands relies upon the truth of the statements contained in this Non-Collusion Statement in awarding contracts for said work.

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

Brown & Brown

Firm Name:

Authorized Signature:

Richard Ducharme | Senior Vice President

Print or Type Name: | **Title:**

May 21, 2026

Date:

Tab 10: Exhibits

Exhibit A ..... Sample Benefits Guide
Exhibit B ..... Sample Employee Communications
Exhibit C ..... Sample Claims Reporting & Work Product
Exhibit D ..... Sample List - Client Webinars
Exhibit E ..... Sample Legislative & Compliance Information

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, SELECTING BROWN & BROWN INSURANCE AS THE TOWN'S HEALTH INSURANCE BROKER OF RECORD; AUTHORIZING THE NEGOTIATION AND EXECUTION OF AN AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town issued Request for Professional Services (RPS) No. 7-1033-0-2026/FVR for health insurance broker services to provide group medical insurance benefits for Town employees; and

WHEREAS, the solicitation was publicly advertised in the Daily Business Review, on the Town website, MiamiDade.gov, and DemandStar.com; and

WHEREAS, the Town received two responsive proposals from Brown & Brown and Gelin Benefits Group; and

WHEREAS, an evaluation committee comprised of the Human Resources Director, Capital Improvements Projects Director, and Finance Director reviewed and ranked the proposals based on firm qualifications, project team, experience, and implementation strategy; and

WHEREAS, the evaluation committee met on June 1, 2026 and ranked Brown & Brown as the top proposer; and

WHEREAS, the Town Council finds that selecting Brown & Brown as the Health Insurance Broker of Record is in the best interest of the Town; and

W WHEREAS, the Town will not incur direct costs as insurance brokers are compensated through commissions on policies.

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 incorporated herein as true and correct.

Section 2. The Town Council hereby selects Brown & Brown Insurance as the Town's Health Insurance Broker of Record for employee group medical benefits.

Section 3. The Town Manager is hereby authorized to negotiate and execute a five-year agreement, subject to final approval as to form by Town staff and the Town Attorney.

Section 4. The Town Manager, or designee, is authorized to take all actions necessary to implement this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2026.

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION

Council Member Isaac Salver	_____
Council Member Stephanie Bruder	_____
Council Member Molly Diallo	_____
Council Member Joshua Fuller	_____
Council Member Eric Rappaport	_____
Council Member Elchonon Shagalov	_____
Council Member Robert Yaffe	_____

_____

Isaac Salver
Mayor

ATTEST:

_____

Evelyn Herbello, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND BENEFIT OF THE TOWN ONLY:

_____

McCarter & English
Tania Cruz-Gimenez, Esq.
Interim Town Attorney

ITEM 20

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:	Tania Cruz-Gimenez, Esq, Town Attorney
FROM:	Sam Zamacona E.I, Capital Improvements Program Director Lorrainia Belle, Town Planner Adrian Hernandez, Parks and Recreation Director
DATE:	June 11, 2026
SUBJECT:	Discussion Item – Request for extended working hours from 7:00 AM to 7:00 PM, Monday through Saturday for project located at 10141 E. Bay Harbor Drive in exchange for $200,000 contribution for Padel Courts

RECOMMENDATION

Town Council discretion to discuss and approve, or deny, the request for extended working hours from 7:00 AM to 7:00 PM, Monday through Saturday for project located at 10141 E. Bay Harbor Drive in exchange for $200,000 contribution towards Padel Court development.

BACKGROUND

On May 15, 2026 Town Manager met with PPG Development LLC and discussed the project located at 10141 E. Bay Harbor Drive and the request for extended working hours from 7:00 AM to 7:00 PM, Monday through Saturday.
Please see the link below to view the presentation and pricing information for the proposed padel court initiative for the Town. The proposed courts are designed to be a first-class community amenity, and PPG Development LLC would be pleased to contribute $200,000 toward its development.

ANALYSIS

The Padel Court will be developed at the Town property located on the Northeast corner of 97 Street and West Bay Harbor Dr. The property Folio number is 13-2227-001-3830 and the Miami-Dade Property Appraiser identifies the primary land use as: 8080 Vacant Governmental, Vacant Land-Governmental.
The Padel Courts will be for Bay Harbor Islands residents at no cost. The Town will need to relocate the existing Citi-Bike rental racks on the west side of the proposed property and restripe parallel parking spaces within the public right-of-way.
The Town will need to make additional landscaping improvements if desired.
The Town will need to hire a Professional Engineering/Architectural firm to create construction plans including drainage, civil, electrical, plumbing, and structural sheets.

CONCLUSION

Town Council discretion to discuss the request for extended working hours from 7:00 AM to 7:00 PM, Monday through Saturday for project located at 10141 E. Bay Harbor Drive in exchange for $200,000 contribution towards Padel Court development on the Northeast corner of 97 Street and West Bay Harbor Dr.

FINANCIAL ANALYSIS

The Town will receive a contribution of up to $200,000 for the Development of Padel Initiative from PPG Development LLC. This item is not budgeted. Elsewhere in tonight's agenda there is a budget amendment item for approval.

GL Line-Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

Presentation and Proposals
https://www.dropbox.com/scl/fo/mkakmmwgi5vnmgsht95r9/AEt1co11BjidPXeipmyWej4?rlkey=nb9u9n8b9oh31c6lxpo8nmg5a&dl=0

PROPOSAL

BAY HARBOR
Bay Harbor Islands, FL 33154, USA
20-05-2026
Ted Matalon
ted.matalon@ppgdevelopment.com

Reserve Courts

PADEL COURTS BEYOND LIMITS

With extensive global experience in padel court construction, Reserve combines cutting-edge technology with expert craftsmanship to set a new standard. Each court is a testament to innovation, precision, and performance.

Reserve Courts Ownership:

Exclusive Privileges

Six-Month Membership – Full access to Reserve's premium facilities and amenities.

Invitation-Only Owner Events – Exclusive access to curated gatherings and networking opportunities.

Complimentary Training Session – Spend a weekend with top Reserve coaches.

One Year of Complimentary Maintenance – Ensure peak performance with a one time free court servicing.

Unleash the full experience with our end-to-end services.



Consulting
We excel in profitable investment management, providing comprehensive consulting while closely collaborating with our clients.



Customization
Fully customize your padel court with our wide range of technical possibilities, creating an exclusive and unforgettable experience for players.



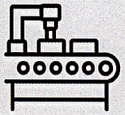
Civil Work
Our Engineering and Architecture team handles everything from project drafting to execution, ensuring a seamless construction experience.



Installation
With meticulous attention to detail, we ensure that every installation is executed with utmost professionalism and precision.

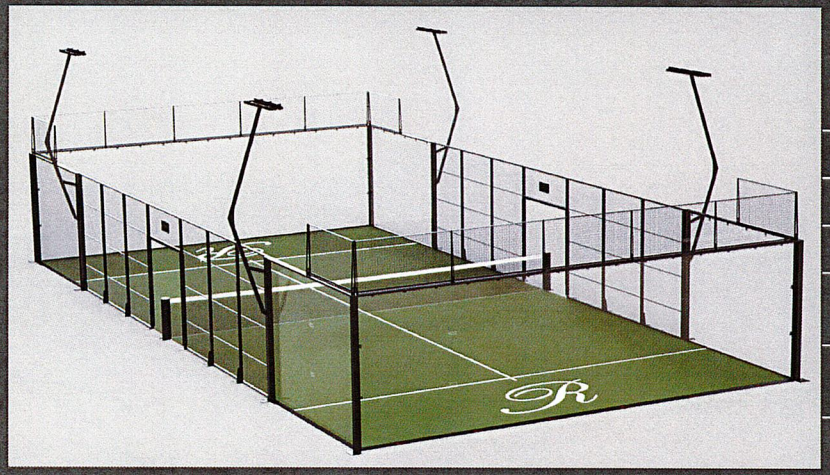


Maintenance
We provide diverse maintenance agreements to meet every requirement, ensuring that courts are well maintained and kept in pristine condition.



Manufacturing
Discover industrial excellence with Padel Technologies' precision-engineered courts from our advanced factory.

Reserve Full Vision Court Proposal



Concept – Reserve Full Vision Padel Court Model	
12mm tempered glass	
Green turf with R	
LED 500 lighting	
Transportation and unloading included - Transport included from our facilities to the exact location (unloading equipment included).	
Assembly included - Our assembly team will install the courts in the site location (installation equipment and garbage removal included)	
Total	$65,000.00 USD/COURT

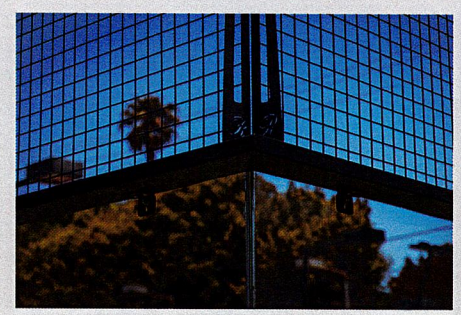
***Not included: slab and electrical works, licenses and permits and taxes (if applicable).**
**All prices are subject to change due to fluctuations in material or component prices.

***Transport and installation prices may change during the year.
******Six months storage is included since the moment of the deposit payment. If the project extend further, storages fees, will be applied**

Reserve Full Vision Design Features



'R' Branding on Turf



'R' Branding on Cage



Reserve Branded Net



Reserve Trim



Reserve Entrance Covers (black or white)



Reserve Net Posts Covers (black or white)

Proposal Approval

PAYMENT CONDITIONS FOR 1 COURT PROJECT

85% at acceptance of the order $55,250.00 USD

15% at completion of the job $9,750.00 USD

TOTAL $65,000.00 USD

Client signature:

Agree at_____2026

*Signing this agreement, the customer accepts the General Conditions of Selling from Padel Technologies Europa S.L. and the final budget given within this document.
**Offer is valid 30 days after the issue day

Reserve Courts

COURTS@RESERVEPADEL.COM
+1 (786) 865-9167

PPG DEVELOPMENT

Community Benefit Proposal

Dear Town Manager and Honorable Council Members,

On behalf of PPG BHT Owner LLC, developer of the Bay Harbor Towers project located at 10141 East Bay Harbor Drive, we would like to formally express our commitment to supporting the Town of Bay Harbor Islands through a contribution toward a new community amenity.

PPG BHT Owner LLC is prepared to contribute $162,000 towards the design and construction of a new public padel court to be located on the Town-owned lot at the corner of 97th Street and West Bay Harbor Drive. We believe this improvement would provide a meaningful recreational benefit to residents and further enhance the Town's amenities and quality of life.

In consideration of this contribution, we respectfully request the Town's support in granting extended construction working hours for interior work at the Bay Harbor Towers project. Specifically, we are requesting approval for extended working hours from 7:00 AM to 7:00 PM, Monday through Saturday.

Our intent is to accelerate completion of interior construction activities in a manner that ultimately benefits neighboring residents and the Town as a whole. By completing the project sooner, we can expedite the removal of temporary construction hoists and reduce the overall duration of construction-related impacts in the neighborhood. We would also like to emphasize that any extended hours would primarily relate to interior work activities, with windows remaining closed where possible to minimize noise impacts to nearby properties.

We appreciate the Town's continued cooperation and willingness to work collaboratively toward solutions that benefit both the community and ongoing development within Bay Harbor Islands. We look forward to discussing this proposal further and answering any questions the Town may have.

Thank you for your time and consideration.

Sincerely,

PPG BHT Owner LLC

PPG DEVELOPMENT

Concept Images

Before

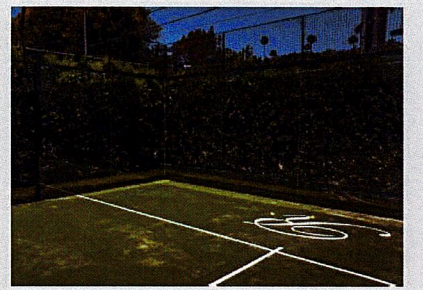


After



PPG DEVELOPMENT

Reserve Courts



'R' Branding on Turf



'R' Branding on Cage



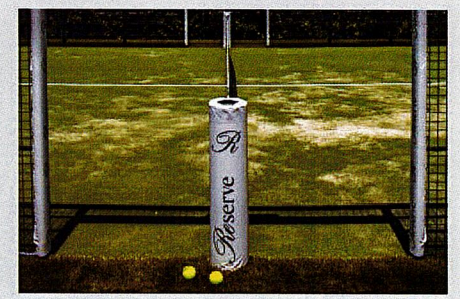
Reserve Branded Net



Reserve Trim



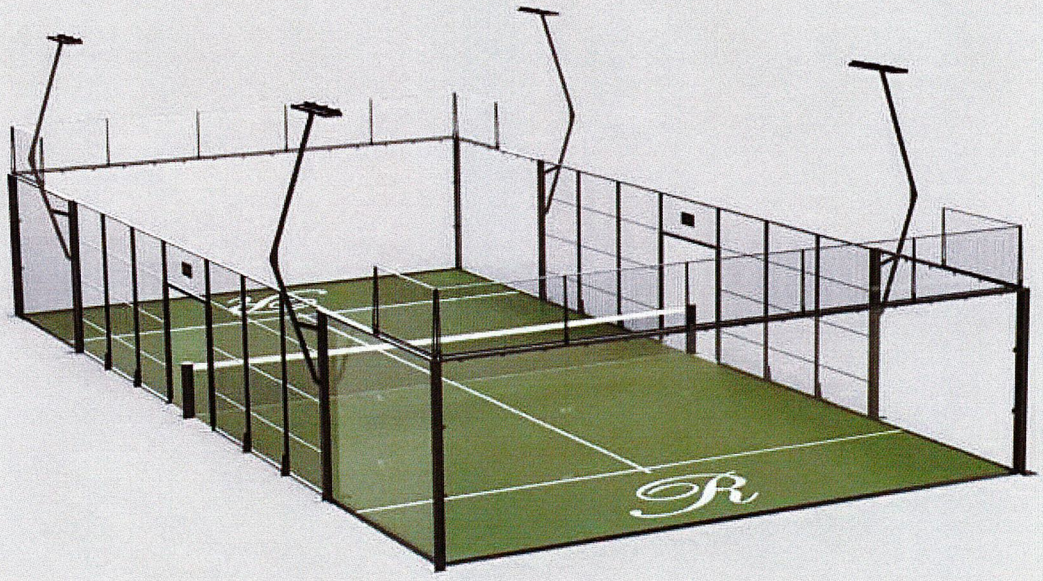
Reserve Entrance Covers (black or white)



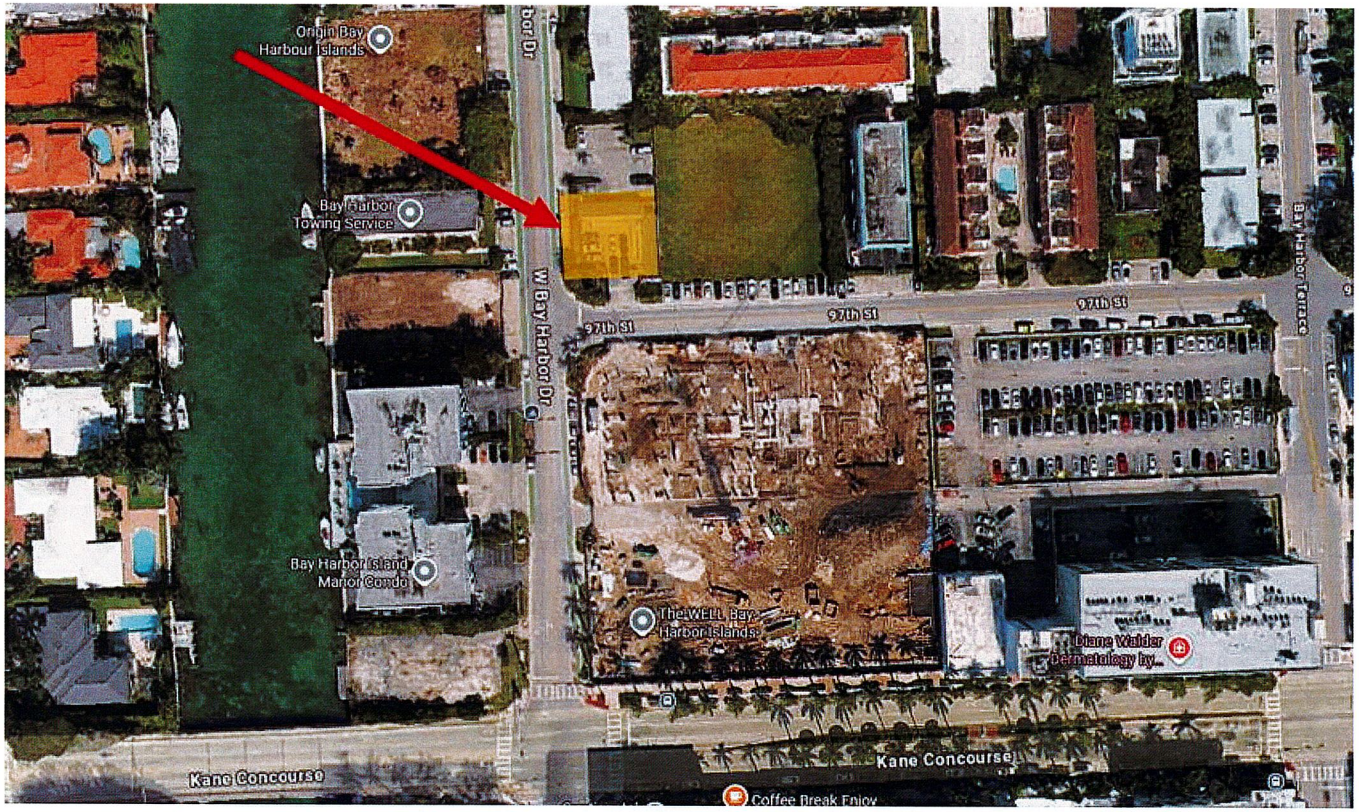
Reserve Net Posts Covers (black or white)

About Reserve Courts

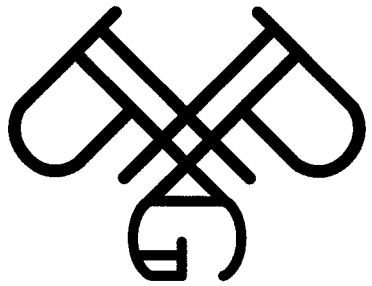
Reserve Courts



Location: Corner of 97th Street and West Bay Harbor Drive



PPG DEVELOPMENT



PPG DEVELOPMENT

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luis@propadel.solutions

Ref: PPS-BHI-2026-15073 | May 18, 2026

CONSTRUCTION PROPOSAL

Padel Court — Site Preparation • Foundation • Slab • Electrical

PREPARED FOR

Town of Bay Harbor Islands
Facility Management / Town Council
Corner of 97th St. & West Bay Harbor Dr.
Bay Harbor Islands, FL

PREPARED BY

Pro Padel Solutions
Luis Osio, Managing Partner
10580 NW 27TH ST, #F102-3, Doral, FL 33172

WHY PRO PADEL SOLUTIONS

Full Transparency on Scope	Every line item is itemized, independently verifiable, and tied to a defined scope. No allowances, no surprises.
Milestone Payment Structure	Payments are tied to specific scopes and construction milestones — not arbitrary percentages. Payment by check only.
Licensed & Insured GC	Pro Padel Solutions operates as a licensed general contractor coordinating all trades — structural, electrical, and civil — under one contract.
Padel-Specific Expertise	We focus exclusively on padel court construction. Foundation, civil, and electrical work for padel courts is our core scope.
All Materials Included	Labor and materials fully included in all quoted prices. No separate allowances or open-ended unit costs outside defined quantities.
Single Point of Contact	One project manager oversees scheduling, subcontractor coordination, permitting, and owner communication for the full duration.

SCOPE OF WORK

PRE-CONSTRUCTION & MOBILIZATION

1 Initial Site Mobilization & Setup

Project mobilization including delivery and staging of all required equipment, tools, and materials. Establishment of temporary construction access, layout of work zones, and safety perimeter installation. Review of site utilities and underground infrastructure. Sunshine 811 utility locate coordinated prior to any excavation. Coordination with Town facility management for scheduling, staging area, and access protocols.

EXCAVATION & EARTHWORK

2 Pad Footing Excavation

Mechanical excavation for all pad footings supporting the padel court structural frame per engineered layout drawings. Excavation to design depth and bearing elevation per structural drawings. Soil stockpiled on-site for reuse as structural backfill where suitable, or hauled off per geotechnical recommendations.

3 Excavated Soil Hauling & Disposal

Load-out and licensed disposal of all excavated spoil not suitable for structural backfill. Includes labor, equipment, and licensed disposal fees. Initial scope based on 4 loads at $750.00 per load. Any additional loads required beyond the initial 4 will be billed at the same per-load rate of $750.00 and documented via field log. Site to be left broom-clean after each hauling cycle.

FOUNDATION & STRUCTURAL

4 Auger Cast Piles — Supply & Installation

Supply and installation of auger cast piles at 14" diameter x 26 ft in length. Grout: 5,000 PSI. Reinforcement: 6#6 with #3 ties @ 7" O.C. Scope includes one mobilization, installation of all piles, all labor and materials, and engineer-monitored installation with certified signed & sealed pile log. IMPORTANT: Pile count, diameter, and length are estimates based on comparable previous padel court designs and are subject to change pending structural engineer review of approved drawings. Final pile specifications to be confirmed from structural plans prior to contract execution. Change order rates: Add piles $1,900/EA | Deduct piles $645/EA | Piles longer than 26 ft +$55/LF.

CONCRETE SLAB

5 Concrete Slab — Supply, Formwork & Installation

Supply and installation of full concrete slab for padel court footprint. Recommended slab dimensions: 37 ft x 70 ft (2,590 SF). These dimensions have been selected to provide appropriate clearance and structural coverage for a standard padel court installation. Scope includes soil preparation, limerock base compaction, formwork supply and strip, reinforcing steel supply and placement per structural engineer's specifications (ASTM A615 Grade 60), ready-mix concrete supply and placement (minimum 3,000 PSI), concrete pump where required, finishing, curing, and control joint saw-cutting within 24 hours. Rate: $15.00–$16.00 per square foot inclusive of all labor and materials. Final slab dimensions and area to be confirmed from approved structural drawings; pricing will be adjusted accordingly if dimensions change.

ELECTRICAL

6 Court Lighting, Circuit Installation & Conduit Trenching

Complete electrical scope for court lighting including: 100 linear feet of underground conduit trenching (open-cut, bedded sand above and below per NEC, backfilled and surface restored to existing grade), electrical rough-in, pull boxes, wiring, dedicated circuit installation for LED court lighting fixtures, junction boxes, connection to fixtures, circuit breaker connection to existing main panel, wire labeling, and load testing at completion. Fixture mounting and aiming per court lighting layout plan. All work NEC compliant. Includes coordination with licensed electrical subcontractor, permit submittal to AHJ, and final inspection sign-off. IMPORTANT: Price is based on 100 lineal feet of conduit trenching and assumes Owner will provide adequate available space in the existing electrical panel/system prior to work commencing. If adequate panel space is not available, a change order will be issued or the final price adjusted once electrical plans are procured and panel capacity is confirmed.

PROJECT MANAGEMENT & CLOSEOUT

7 Project Closeout, Cleanup & Construction Management

Post-construction site cleanup performed by a two (2) man crew for one (1) day. If additional cleanup days are necessary, they will be charged at the same daily crew rate and documented via written field log prior to execution. Site demobilization including removal of all contractor-owned equipment and temporary installations. Full project management, on-site superintendent oversight, subcontractor coordination, permit management, and as-built documentation for the full project duration. Construction Management Fee is calculated at 5% of the project subtotal.

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luis@propadel.solutions

Ref: PPS-BHI-2026-15073 | May 18, 2026

PRICING SUMMARY

⚠️ **All pricing is preliminary and subject to final confirmation once structural and engineering plans are procured. Pile count, pile specifications, and slab area to be confirmed from approved drawings.**

PRE-CONSTRUCTION & MOBILIZATION

LINE ITEM	QTY	UNIT RATE	TOTAL
Initial Site Mobilization & Setup	1	LS	$2,500.00
		Pre-Construction Subtotal	**$2,500.00**

EXCAVATION, EARTHWORK & DISPOSAL

LINE ITEM	QTY	UNIT RATE	TOTAL
Pad Footing Excavation	1	LS	$4,000.00
Excavated Soil Hauling & Disposal	4 Loads	$750.00/Load	$3,000.00

NOTE: Additional loads beyond the initial 4 will be billed at $750.00 per load and documented via field log.

Excavation & Disposal Subtotal	**$7,000.00**

FOUNDATION & STRUCTURAL

LINE ITEM	QTY	UNIT RATE	TOTAL
Auger Cast Piles — Supply & Installation (14" x 26 ft, 5,000 PSI)	15 EA*	$2,200.00/EA	$33,000.00

NOTE: Pile count and specifications are estimates based on comparable previous padel court designs. Final count confirmed by structural engineer from approved drawings. Additions or deductions addressed via written change order.

Foundation Subtotal	**$33,000.00**

CONCRETE SLAB

LINE ITEM	QTY	UNIT RATE	TOTAL
Concrete Slab — Supply, Formwork & Installation (37' x 70' = 2,590 SF)	2,590 SF	$15.00–$16.00/SF	$38,850.00 – $41,440.00

NOTE: Slab dimensions of 37 ft x 70 ft (2,590 SF) are the recommended minimum for this installation. These dimensions and corresponding price will be adjusted if final structural drawings specify different dimensions.

Concrete Slab Subtotal	**$38,850.00 – $41,440.00**

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ELECTRICAL

LINE ITEM	QTY	UNIT RATE	TOTAL
Court Lighting, Circuit Installation & Conduit Trenching (100 LF)	1	LS	$8,500.00

NOTE: Price is based on 100 lineal feet of conduit trenching. Owner must provide adequate space in the existing electrical panel/system prior to commencement of electrical work. If panel space is not available, a change order will be issued or the final price adjusted once electrical plans are procured and panel capacity is confirmed.

Electrical Subtotal **$8,500.00**

PROJECT MANAGEMENT & CLOSEOUT

LINE ITEM	QTY	UNIT RATE	TOTAL
Post-Construction Site Cleanup (2-man crew, 1 day)	1	LS	$500.00
Site Demobilization	1	LS	$400.00
Construction Management Fee (5% of Subtotal)	5%	of Subtotal	$4,602.25

NOTE: Post-construction cleanup is scoped for a 2-man crew for one (1) day. If additional cleanup days are required, they will be billed at the same daily crew rate and confirmed in writing prior to execution.

Project Management Subtotal **$5,502.25**

PROJECT TOTAL — TOWN OF BAY HARBOR ISLANDS

$95,352.25 – $97,942.25

Range reflects $15.00–$16.00/SF slab rate on 2,590 SF (37' x 70'). All other line items are fixed. Final total confirmed upon plan receipt.

All materials, labor, equipment, and final cleanup are included. No additional costs unless scope changes are authorized in writing by both parties.

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Ref: PPS-BHI-2026-15073 | May 18, 2026

PAYMENT SCHEDULE

Payments are tied to specific construction scopes and milestones. Each payment is due as specified below. All payments by check only, payable to: Pro Padel Solutions. Amounts for concrete slab milestones reflect the project midpoint estimate; final amounts adjusted upon plan confirmation.

#	SCOPE	TRIGGER / CONDITION	AMOUNT DUE
PRE-CONSTRUCTION — Due Before Any Work Commences			
1	**Auger Cast Piles — Deposit**	50% of pile contract due prior to any work commencing. Required to place pile order and secure lead time.	**$16,500.00**
2	**Site Mobilization Deposit**	Site mobilization & setup, footing excavation, soil hauling & disposal (4 loads), and construction management fee — due prior to commencement of any site work.	**$14,102.25**
PILES			
3	**Auger Cast Piles — Balance**	Remaining 50% of pile contract due upon completion of all pile installations and delivery of certified signed & sealed pile log.	**$16,500.00**
CONCRETE SLAB			
4	**Concrete Slab — 50%**	Due at commencement of concrete slab work (formwork, rebar, and slab prep underway).	**$19,425.00 – $20,720.00**
5	**Concrete Slab — 40%**	Due upon completion of concrete pour.	**$15,540.00 – $16,576.00**
6	**Concrete Slab — Final 10%**	Due upon formwork removal and surface inspection acceptance.	**$3,885.00 – $4,144.00**
ELECTRICAL			
7	**Electrical — 50%**	Due prior to commencement of electrical work.	**$4,250.00**
8	**Electrical — 35%**	Due upon passing rough-in electrical inspection.	**$2,975.00**
9	**Electrical — 15%**	Due upon passing final electrical inspection.	**$1,275.00**
PROJECT CLOSEOUT			
10	**Site Demobilization & Cleanup**	Due upon completion of post-construction cleanup (2-man crew, 1 day) and full site demobilization. If additional cleanup days are required, they will be invoiced at the same daily rate prior to execution.	**$900.00**
		PROJECT TOTAL	**$95,352.25 – $97,942.25**

WARRANTY & TERMS

2-Year Workmanship Warranty

PRO PADEL SOLUTIONS
10580 NW 27TH ST, #F102-3, Doral, FL 33172 | (786) 737-0261 |
luis@propadel.solutions

Pro Padel Solutions warrants that all work performed under this agreement will be free from defects in materials and workmanship under normal use and service conditions for a period of two (2) years from the date of project completion and owner acceptance. The warranty remedy is limited to repair or replacement of the defective scope at the sole discretion of Pro Padel Solutions.

Client Responsibilities

- Obtain all required work permits or approvals from relevant governmental authorities prior to commencement.
- Provide unobstructed site access, a designated staging area for equipment and materials, and electrical power to work areas throughout the project.
- Ensure safe working conditions and coordinate with facility staff to minimize conflict with ongoing operations.
- Confirm and provide adequate available space in the existing electrical panel/system prior to commencement of electrical work. If panel space is insufficient, a change order will be issued or the final price adjusted once electrical plans are procured.
- Clear all personal property and obstructions from areas scheduled for work prior to each phase start.

Exclusions

- Padel court structure, glass panels, net, turf, or playing surface — this proposal covers site preparation, foundation, slab, and electrical works only.
- Court supply, delivery, and installation (by others).
- Structural and civil engineering plans (by Owner). Construction cannot commence on affected scopes until approved plans are received.
- Work required due to discovery of unknown underground utilities, hazardous materials, or subsurface conditions not identified during site review.
- Dewatering — if groundwater conditions require dewatering, this will be addressed via a separate written change order.
- Permit fees and municipal impact fees (paid directly by Owner to relevant authorities).
- Any scope not explicitly described in the Scope of Work section of this proposal.

General Terms

- This proposal is valid for 30 days from the date of issue.
- All pricing is preliminary and subject to change once structural and engineering plans are procured. A detailed binding contract will be executed following plan delivery.
- Any changes or additions to the approved scope must be documented in a written change order signed by both parties prior to execution. No additional work will proceed without a fully executed change order.
- Pile count and specifications are estimates based on previous comparable designs and are subject to structural engineer confirmation. Change order rates: Add piles $1,900/EA | Deduct piles $645/EA | Extra depth +$55/LF.
- Post-construction site cleanup is scoped for a 2-man crew for one (1) day. Additional cleanup days will be billed at the same daily crew rate and confirmed in writing prior to execution.
- Project schedule to be mutually agreed upon prior to contract execution. Contractor is not liable for delays due to circumstances beyond their control.
- This Agreement shall be governed by the laws of the State of Florida.

ACCEPTANCE & AUTHORIZATION

By signing below, the authorized representative of the Town of Bay Harbor Islands agrees to the full scope of work, preliminary pricing, payment schedule, warranty terms, and general terms set forth in this proposal. This document becomes a binding agreement upon execution by both parties.

Authorized Signature — Town of Bay Harbor Islands	**Luis Osio — Pro Padel Solutions**
Printed Name & Title	Printed Name & Title
Date	Date

AGENDA ITEM REPORT
June 11, 2026

ITEM NUMBER: 21.

ITEM: Discussion concerning the scheduling of meetings, including workshops and special council meetings. Sponsored by Council Member Robert Yaffe.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Council Member Robert Yaffe;
Co-Sponsored by Council Member Joshua Fuller

ATTACHMENTS
None

ITEM 22

TOWN OF BAY HARBOR ISLANDS
PARKS AND RECREATION DEPARTMENT
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager
CC:	Tania Cruz-Gimenez, Interim Town Attorney Evelyn Herbello, Town Clerk
FROM:	Adrian Hernandez Parks and Recreation Director
DATE:	June 11th, 2026
SUBJECT:	Town of Bay Harbor Islands – Discussion of Proposed Kayak and Paddleboard Share Program at the Bay Harbor Islands Kayak Park

RECOMMENDATION

Staff recommends that the Town Council authorize the Town Manager to negotiate, finalize, and execute a Paddle Share Agreement with PADL, LLC for the operation of a kayak and paddleboard share kiosk program at the Bay Harbor Islands Kayak Park, subject to review and approval by Town Staff and the Town Attorney. The agreement attached hereto is a proposed draft and is not yet in final form. Staff and the Town Attorney will continue to review and revise the agreement to ensure it fully addresses the Town's concerns prior to execution, including but not limited to liability, indemnification, insurance requirements, performance standards, audit rights, and termination provisions. The agreement will not be executed until Staff, and the Town Attorney are satisfied that it adequately protects the Town's interests

BACKGROUND

The Bay Harbor Islands Kayak Park has been designed for residents with access to the waterway for non-motorized recreational use. As part of the Town's ongoing efforts to expand active recreational programming and maximize the utility of its public park assets, Town Staff explored the feasibility of introducing a self-service kayak and paddleboard rental program at the Kayak Park.

Staff identified PADL, LLC as a qualified and experienced paddle share operator with an established presence across multiple locations in South Florida, including deployments in the greater Miami-Dade area. PADL operates a fully automated, technology-driven paddle share

platform that requires no Town staffing, no Town capital investment, and no ongoing operational involvement from the Town. The system is entirely self-sustaining and managed by PADL.

PADL, LLC is a Florida-based company headquartered in Key Biscayne, Florida (478 Bay Lane, Key Biscayne, FL 33149), founded by Andres Avello. The company specializes in self-serve automated watercraft sharing programs for municipalities, parks, and waterfront destinations, and holds a patented system providing GPS, cellular service, and self-locking technology across its entire fleet. PADL currently operates paddleboard and kayak rental stations in over 20 municipalities across Florida, including Belleair Bluffs, Boca Raton, Boynton Beach, Coral Gables, Fleming Island, Green Cove Springs, Hollywood, Jacksonville, Juno Beach, Jupiter, Key Biscayne, Miami, Miami Beach, North Miami Beach, Palm Harbor, Palmetto Bay, Safety Harbor, St. Pete Beach, Surfside, Tampa, and Treasure Island. This extensive statewide footprint — with a concentration of deployments in the South Florida market — reflects PADL's position as the most established and reputable paddle share operator in the region.

Key features of the PADL platform include:

- **Solar-Powered Kiosk Technology:** PADL's kiosk and locking systems are solar-powered, eliminating the need for electrical infrastructure installation at the park site and reducing the Town's environmental footprint.
- **GPS and Cellular Tracking:** Each kayak and paddleboard in the PADL fleet is equipped with GPS, cellular, and self-locking technology, enabling real-time asset tracking, remote locking and unlocking, and full operational oversight by PADL staff.
- **Mobile App-Based Reservations:** All rentals are conducted through the PADL mobile application. Users can browse availability, book a kayak or paddleboard by the hour, unlock the equipment, and complete their rental — all through their smartphone with no staff interaction required.
- **Membership Program:** PADL offers a membership tier for frequent users. Members receive exclusive discounts on hourly rentals, incentivizing repeat usage and building a loyal base of active waterway users within the community.
- **Self-Return Docking:** Rentals are concluded by returning the watercraft to the designated docking station. The app-based system confirms the return, closes the rental, and processes payment automatically.
- **Quarterly Utilization Reporting:** PADL is contractually required to provide the Town with quarterly reports on program utilization, including total rides, ride frequency per vessel, customer support metrics, and route usage data. A comprehensive 120-day report is also required after program launch.
- **Safety Equipment Included:** Leashes and life jackets are provided with each rental. Location-specific safety signage is installed at each station, and safety instructional videos are made available to users directly within the PADL app prior to launching.

While other vendors operate in the paddle share concession space, they typically require municipalities to pay an upfront installation fee ranging from $10,000 to $30,000. PADL distinguishes itself not only through its no-cost model, but as the largest and most reputable paddle share operator in South Florida, with a proven track record of successful municipal deployments across the region. No other vendor in this market offers the combination of operational scale, local expertise, and zero financial burden to the Town that PADL provides.

FINANCIAL ANALYSIS

There is no capital expenditure or budget appropriation required to implement this program. All installation, equipment, and operational costs are borne entirely by PADL, LLC. The Town's sole financial benefit is the 20% gross revenue share generated by user rentals.

ATTACHMENTS

- EXAMPLE - Attachment A – PADL, LLC Paddle Share Agreement – Town of Bay Harbor Islands

PADDLE SHARE AGREEMENT BETWEEN
TOWN OF BAY HARBOR ISLANDS AND
PADL, LLC

THIS AGREEMENT (this "Agreement") is made effective as of the ___ day of ___, ___ (the "Effective Date"), by and between Town of Bay Harbor Islands, a Florida Municipality, whose principal address is 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154 (hereinafter the "Partner"), and PADL, LLC (hereinafter "PADL") a Florida corporation, whose principal address is 478 Bay Lane, Key Biscayne, FL 33149.

RECITALS

1. A goal of the Partner is to provide safe and affordable recreational options to all visitors, and to promote the use of outdoor commodities through healthy activities.
2. Paddle share services are a component to help the Partner achieve its goals and the Partner desires to make paddle share services available to visitors and those who work in the Partner.
3. PADL is a qualified paddle share provider and proposes to operate a kayak and paddle board share program within the Partner.
4. PADL requests the use of certain Partner property to efficiently and effectively provide paddle share services.
5. PADL possess GPS, Cellular, and self-locking technology in its fleet such that kayak and paddle boards may be locked and opened by users with an app and tracked to provide for operations and maintenance.
6. The use of certain Partner property for paddle share services is a benefit to the visitors and businesses of Partner.

AGREEMENT

1. **Exclusive Operator**. Partner designates PADL as the exclusive provider of paddle share services within its Partner limits during the Term of this Agreement. This designation is personal to PADL and may not be assigned or transferred to any party without the written consent of the Partner.
2. **Use of Partner Property**. Partner authorizes PADL to use Partner Property solely for the purposes set forth in this Agreement. This authorization is not a lease or an easement and is not intended and shall not be construed to transfer any real property interest in Partner Property. Within 30 days of the signing of this Agreement, or prior to the deployment of kayak and paddle boards and stations, whichever comes first, the parties will mutually agree on and develop a map of public areas where kayak and paddle boards and kayak and paddle board stations will be installed. Kayak and paddle boards utilized by the public shall be docked by users legally in the specified stations only. Kayak and paddle boards may not be docked on private property without prior written authorization from the property owner. Authorized designated kayak and paddle board docking on private property locations will also be added to the docking map. This map and location site list may be modified from time to time by mutual agreement of parties.
3. **Permitted Use**. PADL may use Partner Property solely for the installation of stations to dock kayak and paddle boards owned and maintained by PADL for use in the paddle share program. PADL shall not place or attach any personal property, fixtures, or structures to Partner Property without the prior written consent of Partner.
    a. Use of Partner Property, and PADL's operations within the Partner, shall, at a minimum: a) not adversely affect Partner Property or the Partner's streets, or sidewalks; b) not adversely affect the property of any third parties; c) not inhibit pedestrian movement within Partner Property or along other property or rights-of-way owned or controlled by the Partner) not create conditions which are a threat to public safety and security.
    b. Upon termination of this Agreement by either party, PADL shall, at its sole cost and expense, immediately restore Partner Property to a condition which is visually and

structurally indistinguishable from the immediately surrounding area.

4. **Kayak and paddle board Docking**. Kayak and paddle boards are to be docked only in the racks provided by PADL. The only way to end the rental is to return the kayak and paddle board to the original station. The Partner, at its own discretion, may support the kayak and paddle board sharing program by requesting installation of additional kayak and paddle board docking stations with additional kayak and paddle boards from PADL.
5. **Condition of Partner Property.**
   a. Partner makes Partner Property available to PADL in an "as is" condition. Partner makes no representations or warranties concerning the condition of Partner Property or its suitability for use by PADL or its customers and assumes no duty to warn either PADL or its customers concerning conditions that exist now or may arise in the future.
   b. In making Partner Property available for use by PADL, Partner assumes no liability for loss or damage to PADL's kayak and paddle boards or other property. PADL agrees that Partner is not responsible for providing security at any location where PADL's kayak and paddle boards are stored or located, and PADL hereby waives any claim against Partner in the event PADL's kayak and paddle boards or other property are lost or damaged.
6. **Maintenance and Care of portion of Partner Property**. PADL shall be solely responsible for: (i) maintaining Partner Property to the Partner standards applicable for use by the PADL as permitted under Section 3; and (ii) obtaining from the Partner any applicable permits required by the Partner. PADL shall exercise due care in the use of Partner Property and shall be responsible for maintaining Partner Property in good condition and repair. PADL shall not act, or fail to act, in any way that result in excessive wear or damage to Partner Property. PADL expressly agrees to repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost or destroyed as a result of the PADL's use of Partner Property. Should the PADL fail to repair, replace or otherwise restore such real or personal property, PADL expressly agrees to pay Partner's costs in making such repairs, replacements or restorations.
7. **Operations & Maintenance.**
   a. PADL will be responsible for all operations.
   b. PADL will cover all maintenance costs for the kayak and paddle board fleet and maintenance to minimum level of service.
8. **Indemnification**. PADL shall indemnify and hold harmless the Partner, its officers, agents and employees, from and against any and all demands, claims , losses, suits, liabilities, causes of action, judgment or damages, arising from PADL's performance or non-performance of any provision of this Agreement , including, but not limited to, liabilities arising from contracts between PADL and third parties made pursuant to this Agreement. PADL shall reimburse the Partner for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from PADL' s performance or non-performance of this Agreement. The provisions of this section shall survive termination of this Agreement.
9. **Insurance**. PADL shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Partner, naming the Partner as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Partner, its officials, employees, agents and volunteers naming the Partner as additional insured. Any insurance maintained by the Partner shall be in excess of PADL' s insurance and shall not contribute to PADL' s insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 9 and may be increased by the Partner as it deems necessary or prudent. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit. The General Aggregate Liability limit shall be in the amount of $2,000,000. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. No employee, subcontractor or agent of the PADL shall be allowed to provide services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

a. Certificate of Insurance. Certificates of Insurance shall be provided to the Partner, reflecting the Partner as an Additional Insured (except with respect to Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Partner and prior to commencing Services on any Project. Each certificate shall include no less than (30) thirty-day advance written notice to Partner prior to cancellation, termination, or material alteration of said policies or insurance. PADL shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Partner. The Certificates of Insurance shall not only name the types of policy(s) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Partner reserves the right to inspect and return a certified copy of such policies, upon written request by the Partner. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy 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 Partner before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Partner.

b. Additional Insured. Except with respect to Worker's Compensation Insurance, the Partner is to be specifically included as an Additional Insured for the liability of the Partner resulting from Services performed by or on behalf of the PADL in performance of this Agreement. PADL's insurance, including that applicable to the Partner as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Partner shall be in excess of and shall not contribute to PADL's insurance. PADL'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 (for applicable policies) in the same manner as if separate policies had been issued to each. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Partner. PADL shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The provisions of this section shall survive termination of this Agreement.

10. **Compliance with Law**. PADL at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of Partner Property and the operation of its paddle share program, including but not limited to laws governing operation of kayak and paddle boards. Partner shall reasonably cooperate with PADL, at no additional cost to Partner, such that PADL can properly comply with this Section and be allowed to use Partner Property as specified in Section 3, above.
11. **Required Reports**. PADL shall provide reports to the Partner concerning utilization of its kayak and paddle boards and kayak and paddle board route usage not less than quarterly and shall cooperate with the Partner in the collection and analysis of aggregated data concerning its operations.
12. **No Joint Venture**. Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or liability company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Agreement.
13. **Term**. This agreement shall commence on _____, (the "Pilot Commencement Date") and shall expire on the date that is 365 days after the Pilot Commencement Date unless earlier terminated pursuant to Section 15 below.
14. **Revenue Share**. A 20% share of gross receipts net of sales tax will be provided to the Partner for the granted use of park space.
15. **Termination**. This Agreement may be terminated prior to the expiration date set forth in Section 2, above, upon the occurrence of the following condition:
    a. Upon delivery of written notice from Partner to PADL terminating this agreement for any reason, or for no reason, by giving at least thirty (30) days' notice to the PADL of such termination.

16. **Amendment**. This Agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this agreement and executed by duly authorized representatives of the parties.
17. **Applicable Law and Venue**. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.
18. **Counterparts**. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
19. **Reporting**: In addition to the general reporting requirements, not later than 120 days following the Commencement Date, PADL shall furnish the Partner Manager and Partner staff with a report that includes. but is not limited to, total number of program riders, number of rides, average rides per kayak and paddle board per day, number of kayak and paddle boards non-operational over the Term, and total Customer Support call and responsiveness metrics.
20. **Attorney Fees and Waiver of Jury Trial**. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels. In the event of any litigation arising out of this Agreement, each party here by knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.
21. **Nondiscrimination**. During the term of this Agreement, PADL shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.
22. **Notice**. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Partner:	[Title of item missing] 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154
For PADL:	Andres Avello PADL 478 Bay Lane Key Biscayne, Florida 33149

23. **Public Records**. PADL agrees to keep and maintain public records in PADL's possession or control in connection with PADL's performance under this Agreement. PADL additionally agrees to comply specifically with the provisions of Section 119.070 I, Florida Statutes. PADL 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 Partner. Upon request from the Partner' s custodian of public records, PADL shall provide the Partner 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. If PADL has questions regarding the application of Chapter 119, Florida Statutes, to PADL' s duty to provide public records relating to this Agreement, contact the custodian of public records:

[Title of item missing] 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

PADL, LLC Address: 478 Bay Lane Key Biscayne, Florida 33149	By: Name: Andres Avello Title: CEO, Founding Partner
Town of Bay Harbor Islands Address: 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154	By: Name: Title:

AGENDA ITEM REPORT
June 11, 2026

ITEM NUMBER: 23.

ITEM: Consideration and approval of a resolution directing staff to negotiate with adjacent jurisdictional entities for purposes of enforcing noise violations that originate from vessels. Sponsored by Council Member Joshua Fuller.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Council Member Joshua Fuller

ATTACHMENTS

1.	Resolution-Adj Jurisd to enforce Noise of Vessels

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, DIRECTING THE TOWN MANAGER AND TOWN ADMINISTRATION TO NEGOTIATE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING, INTERLOCAL AGREEMENT, MUTUAL AID AGREEMENT, CROSS-ENFORCEMENT AGREEMENT OR OTHER APPROPRIATE AGREEMENT OR INSTRUMENT WITH MIAMI-DADE COUNTY, THE MIAMI-DADE COUNTY SHERIFF'S OFFICE, THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, AND/OR OTHER APPROPRIATE AGENCIES FOR THE PURPOSE OF PROVIDING COORDINATED AND JOINT ENFORCEMENT OF NOISE REGULATIONS WITHIN THE TOWN'S AND COUNTY'S JURISDICTIONAL WATERS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands (the "Town") is a coastal municipality whose quality of life, environmental character, and residential tranquility are closely tied to the use and enjoyment of surrounding waterways; and

WHEREAS, in recent years, the Town has experienced an increase in excessive and disruptive noise originating from vessels, including but not limited to amplified music systems operating within Biscayne Bay and adjacent waterways; and

WHEREAS, such noise disturbances negatively impact residents, disrupt the peaceful enjoyment of property, and may affect public health, safety, and welfare; and

WHEREAS, the regulation and enforcement of noise within navigable waters involve **overlapping and sometimes concurrent jurisdiction** among multiple agencies, including the Town, Miami-Dade County, the Miami-Dade County Sheriff's Office Marine Patrol (or successor agency), and the Florida Fish and Wildlife Conservation Commission ("FWC"); and

WHEREAS, the Town Code of Ordinances and Miami-Dade County Code include provisions addressing unreasonable or excessive noise, but effective enforcement on the water requires **interagency coordination, shared enforcement authority, and operational collaboration**; and

WHEREAS, Section 163.01, Florida Statutes (the "Florida Interlocal Cooperation Act"), authorizes public agencies to enter into interlocal agreements to jointly exercise powers and improve governmental efficiency; and

WHEREAS, Chapter 23, Florida Statutes, and other applicable laws allow for **mutual aid agreements** among law enforcement agencies to provide cooperative enforcement services across jurisdictional boundaries; and

WHEREAS, the Town Commission finds that entering into a formal agreement will: (i) enhance enforcement of existing noise regulations; (ii) provide clarity of jurisdiction in marine environments; (iii) facilitate coordinated patrols and responses; (iv) improve communication between agencies; and, (v) promote public safety and quality of life for Town residents; and

WHEREAS, the Town Commission desires to direct the Town Manager and Administration to pursue such an agreement and return with a finalized document for approval.

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

Section 1. Recitals Adopted. The foregoing recitals are hereby ratified and confirmed as true and correct and are incorporated herein by reference.

Section 2. Direction to Administration. The Town Commission hereby directs the Town Manager and Town Administration to **initiate discussions and negotiations** with Miami-Dade County, the Miami-Dade County Sheriff's Office Marine Patrol (or applicable marine enforcement unit), the Florida Fish and Wildlife Conservation Commission, and any other appropriate governmental or law enforcement agencies.

Section 3. Purpose and Scope of Agreement. The agreement(s) shall provide for **coordinated and/or joint enforcement of noise regulations** within the Town's jurisdictional waters; and adjacent Miami-Dade County waters impacting the Town. The Agreement(s) may include, but shall not be limited to enforcement authority, operational coordination, definitions of agency roles and responsibilities, communications and dispatch, resource sharing, training and compliance, data collection and reporting and legal and liability provisions.

Section 4. Form of Agreement. The Town Manager is authorized to pursue an agreement in the form of a:

- Memorandum of Understanding (MOU);
- Interlocal Agreement;
- Mutual Aid Agreement; or
- Any other legally permissible instrument

as determined appropriate by the Town Attorney and participating agencies.

Section 5. Authorization and Approval. The Town Manager is hereby authorized to **negotiate the terms and conditions** of such agreement(s), in coordination with the Town Attorney. **Any final agreement shall be subject to approval by the Town Commission.**

Section 6. Implementation. The Town Manager, Town Attorney, and appropriate Town staff are authorized to take all necessary administrative actions to:

- Carry out the intent of this Resolution;
- Engage with partner agencies; and

Present a finalized agreement to the Town Commission for consideration.

Section 7. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 11th day of June, 2026.

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION

Council Member Isaac Salver	_____
Council Member Stephanie Bruder	_____
Council Member Molly Diallo	_____
Council Member Joshua Fuller	_____
Council Member Eric Rappaport	_____
Council Member Elchonon Shagalov	_____
Council Member Robert Yaffe	_____

_____

Isaac Salver
Mayor

ATTEST:

_____

Evelyn Herbello, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND BENEFIT OF THE TOWN ONLY:

_____

McCarter & English
Tania Cruz-Gimenez, Esq.
Interim Town Attorney

AGENDA ITEM REPORT
June 11, 2026

ITEM NUMBER: 24.

ITEM: Discussion and possible action regarding Town Council Press Policy. Sponsored by Council Member Joshua Fuller.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Council Member Joshua Fuller

ATTACHMENTS
None