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

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

# REGULAR COUNCIL MEETING
# REVISED AGENDA

August 19, 2026
7:00 PM

## STATEMENT OF DECORUM

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

## SPECIAL NOTICE

A Regular Meeting of the Town Council of the Town of Bay Harbor Islands will take place in-person and virtually through the Zoom platform, on Wednesday, August 19, 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: 892 1443 9943

Passcode: 046220

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

Zoom Meeting Link: https://us06web.zoom.us/j/87551483254
Meeting ID: 892 1443 9943
Passcode: 046220

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 the day prior to the meeting.

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:**

**SPECIAL PRESENTATION:**

1. Introduction of New Ruth K. Broad K-8 Bay Harbor Principal Constantino Hernandez.

2. Presentation of the Annual Comprehensive Financial Report (ACFR) - Michael Quesada from Citrin Copperman.

3. Officer of the Quarter and Life Saving Award - Commander Tomas Rego

**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.)*

4. June 1, 2026 Special Town Council Meeting Minutes
   June 11, 2026 Regular Town Council Meeting Minutes

5. Consideration and Approval of a resolution approving the Ruth K. Broad K-8 Center Nurse Initiative Memorandum of Understanding between the City of Miami Beach ("CMB"), North Bay Village ("NBV"), the Town of Bay Harbor Islands ("TBHI"), the Town of Surfside ("TS"), Bal Harbour Village ("BHV"), and the Miami Beach Chamber Education Foundation, Inc. ("MBCEF") (collectively, the "Parties"), to provide for funding and for the implementation of a Nurse Initiative for the school year 2026-2027, at a pro rata share of $10,140. Town Manager

6. Consideration and approval of a 3rd Proposal from Florida Draw Bridges Inc. (FDI) in the amount of $213,084 to install steel plates over severely deteriorated header joints on the Broad Causeway Intracoastal Waterway Bridge. Town Manager

7. Consideration and approval an emergency expenditure of $58,090 to monitor and measure sewage flows associated with Cycle 3 SSES Phase 1 RFI and Phase 2 Regulatory Reporting. Town Manager

8. Consideration and approval of a resolution for the purchase of a vessel for the Building Department. Town Manager

9. Consideration and Approval of a Resolution ratifying the appointment of TerryAnn S. Howell, Esquire of the Conrad & Scherer, L.L.P, as Special Magistrate to conduct administrative hearings on code violations for the Town of Bay Harbor Islands. Town Manager

10. Consideration and approval of a resolution amending the Town's Fee Book to reorganize departmental fees, establish a refined Planning and Zoning Fee Schedule and incorporate fees for landscape, tree and irrigation inspection services. Town Manager

11. Consideration and approval of resolution amending the Maintenance of Traffic (MOT) fees. Town Manager

12. Consideration and approval of a resolution for authorization to close and consolidate operating bank accounts. Town Manager

13. Consideration and approval of a budget transfer for FY 2025-2026. Town Manager

**ORDINANCES ON SECOND READING:**

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

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

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

**ORDINANCES ON FIRST READING:**

17. Consideration and approval of an ordinance on first reading creating additional enforcement authority related to Business Tax Receipts and authorized uses. Town Manager

18. Consideration and approval of an ordinance on first reading prohibiting businesses and vacation rental properties from renting micromobility vehicles to patrons. Town Manager

19. Consideration and approval of an ordinance on first reading amending Section 20-9 of the Town Code adopting Miami-Dade County's sewer service pass-through increase effective October 1, 2026. Town Manager

20. Consideration and approval of an ordinance on first reading amending sections 20-5 and 20-6 of the Town Code adopting Miami-Dade County's water service pass-through increase effective October 1, 2026. Town Manager

21. Consideration and approval of an ordinance on first reading amending section 18-5 of the Town Code requiring developers to provide inspection and restoration of roadway work within 30 days as determined by the Town. Town Manager.

**DEFERRED ITEMS:**

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

22. Consideration and narrowing the list of proposers to the top three (3) firms for Town Attorney Services pursuant to RPS-1-10338-MG-0-2026/FVR. Town Manager

23. Consideration and approval of a resolution increasing toll rates.- Town Manager

24. Discussion and possible action regarding proposed changes to the Broad Causeway Pass Plan program, including eligibility options for residents, property owners, employees, school families, and proximity residents in designated areas, and establishment of modified pricing structures. Town Manager

25. Consideration and approval of a resolution for a proposed Kayak and Paddleboard Share Program at the Bay Harbor Islands Kayak Park. Town Manager

26. Appointment to the Parks and Recreation Committee. Town Manager

**DISCUSSION ITEMS:**

27. Consideration and Approval of a Resolution for a five (5) year Lease Agreement between Sunshine Gasoline Distributors, Inc. and the Town of Bay Harbor Islands for operation of a motor fuel service station and convenience store at 1501 Broad Causeway, Bay Harbor Islands, Florida. Sponsored by Council Member Joshua Fuller.

28. Discussion and possible action regarding the design of the Kayak Park. Sponsored by Council Member Joshua Fuller.

29. Discussion and possible action regarding the naming of the "Kayak Park". Town Manager

30. Discussion and possible action to consider an extended construction hour fee proposal. Town Manager.

**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:** | July 8, 2026 |
| **SUBJECT:** | Town of Bay Harbor Islands-Officer of the Quarter/Lifesaving Award |

## RECOMMENDATION

N/A

## BACKGROUND

Presentation of Officer of the Quarter/Lifesaving Award

Commander Tomas Rego

## FISCAL ANALYSIS

N/A

## ATTACHMENTS

**AGENDA ITEM REPORT**
August 19, 2026

**ITEM NUMBER: 4.**

**ITEM:** June 1, 2026 Special Town Council Meeting Minutes
June 11, 2026 Regular Town Council Meeting Minutes

**DESCRIPTION:**

**RECOMMENDED ACTION:**

---

**FINANCIAL ANALYSIS:**

**BUDGET IMPACT:**

---

Submitted By: Evelyn Herbello, Town Clerk

**ATTACHMENTS**

| | |
|---|---|
| 1. | 2026-06-01 Special Town Council Meeting Minutes |
| 2. | 2026-06-11 Regular Town Council Meeting Minutes |

**Town of Bay Harbor Islands**

**Special Town Council Meeting**
**MINUTES**
**June 1, 2026**

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

**Opening**

**Call to Order**

Mayor Salver called the meeting to order at 6:10 p.m.

**Pledge of Allegiance**

Pledge of allegiance was recited.

**Roll Call of Members**

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

Present: Mayor Isaac Salver, Council Member Robert Yaffe, Council Member Eric Rappaport, Council Member Molly Diallo, Council Member Elchonon Shagalov.

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

Also Present: Town Manager Lindsley Noel, Interim Town Attorney Carlos Gimenez.

**Opening Comments by Mayor Isaac Salver.**

Mayor Salver explained that the purpose of the Special Town Council Meeting was to discuss micromobility issues, including recent and potential legislative changes affecting micromobility devices and their operation within the Town. He stated that the item was scheduled as a special meeting to provide residents with an additional opportunity to offer public input outside of a regular Council meeting, where time constraints often limit discussion. He emphasized that micromobility is a significant public safety issue warranting focused attention and community engagement. He noted that the Town took steps to notify affected stakeholders, including coordinating with the

school principal to ensure information about the meeting was distributed to parents and families who may be impacted by any future regulations or policy changes. He further explained that scheduling the discussion prior to the end of the school year would allow residents who might be unavailable during summer months an opportunity to participate and provide feedback. He advised that members of the Town's public safety team and Police Department had comments and recommendations regarding the matter and invited Police Chief Alvarez to provide remarks and presentations related to the agenda item.

Police Chief Alvarez provided a presentation regarding micromobility usage within the Town and the challenges associated with the increasing popularity of micromobility devices. He explained that the issue is not unique to Bay Harbor Islands and has become a concern throughout neighboring municipalities and across Florida. He attributed the growth in micromobility usage to its popularity among youth, convenience in avoiding traffic congestion, lower transportation costs, and the increasing speed and capabilities of newer devices. He noted that while the Town proactively adopted micromobility regulations in 2024, advances in device technology and increased usage have created additional public safety concerns. He explained that many devices are now capable of higher speeds and faster acceleration than earlier models. He further noted that increased operation on sidewalks has resulted in greater interaction between riders and pedestrians, while areas lacking sidewalks force riders into roadways, creating potential conflicts with vehicular traffic.

Police Chief Alvarez reviewed the Town’s existing micromobility ordinance adopted in August 2024 and stated that the regulations provide a strong framework for enforcement. Key provisions include a sidewalk speed limit of 15 miles per hour, requirements that riders travel with the flow of traffic, mandatory lighting standards, prohibitions against tandem riding unless specifically designed by the manufacturer, pedestrian right-of-way requirements, and provisions ensuring consistency with applicable Florida traffic laws and micromobility statutes. He then discussed Senate Bill 382, which becomes effective July 1, 2026. He advised that the legislation introduces three primary changes: (1) establishment of a statewide maximum speed limit of 10 miles per hour for micromobility devices on sidewalks; (2) a requirement that riders provide an audible warning when within 50 feet of a pedestrian; and (3) creation of a statewide Micromobility Device Task Force to study safety issues and recommend legislative improvements. The bill also requires local law enforcement agencies, sheriff’s offices, and the Florida Highway Patrol to collect and report micromobility-related data. He stated that the Town’s records management system is already capable of meeting the reporting requirements.

Police Chief Alvarez presented a comparison of regulations adopted by neighboring municipalities, including Bal Harbour, Key Biscayne, Miami Lakes, and Sunny Isles Beach. He noted that Bay Harbor Islands currently does not establish a minimum operating age, although Florida law requires riders under 16 years of age to wear helmets. He explained that Key Biscayne requires riders to be at least 18 years old, while Miami Lakes and Sunny Isles Beach prohibit operation by individuals under 16 years of age. He further noted that Bay Harbor Islands does not currently require riders to carry identification, which can create enforcement challenges when officers encounter juvenile riders and must identify parents or guardians before issuing citations. He stated that In contrast, Key Biscayne and Sunny Isles Beach require identification for riders.

Police Chief Alvarez stated that with respect to enforcement, Bay Harbor Islands has a graduated penalty structure that increases with repeated violations and includes the authority to impound devices, a provision not commonly found in neighboring municipal codes. He noted that Sunny Isles Beach has adopted substantially higher penalties, beginning at $250 for a first offense and

increasing to $500 for subsequent violations, while Bal Harbour's penalties begin at a lower amount. He also reviewed operational restrictions contained in the Town's ordinance, including speed limitations, pedestrian right-of-way requirements, bridge crossing restrictions requiring riders to dismount, lighting requirements, and prohibitions against carrying passengers. He noted that some municipalities have adopted additional restrictions, such as requiring riders to travel in single file, prohibiting cellphone use while operating devices, and requiring identification. He spoke regarding location-based restrictions by stating that Bay Harbor Islands generally permits micromobility devices throughout the Town, subject to existing operational requirements and bridge restrictions. He noted that Bal Harbour has imposed additional restrictions on beach access areas and that Key Biscayne has adopted some of the most restrictive regulations among the municipalities reviewed.

Police Chief Alvarez outlined the Police Department's three-pronged approach to addressing micromobility issues: officer training and internal education, community outreach and public education, and targeted enforcement efforts. He explained that officers receive training on applicable laws, ordinances, and the various types of micromobility devices to ensure consistent and effective enforcement. He continued his presentation by outlining the Police Department's public education, outreach, and enforcement efforts regarding micromobility safety. He reported that the Department installed ten informational A-frame signs throughout the Town displaying micromobility safety rules and regulations. The signs were strategically placed in high-visibility locations and have generated positive feedback from both residents and neighboring municipalities interested in implementing similar initiatives.

Police Chief Alvarez further advised that the Department developed and distributed a public service announcement through social media platforms, including Instagram, which received significant community engagement. Prior to initiating enforcement efforts, the Department conducted approximately one to one-and-a-half weeks of educational outreach and warnings to ensure the public was aware of the regulations and would not be surprised by increased enforcement activity. He stated that the Department also produced and distributed informational tri-fold pamphlets explaining micromobility regulations, fines, safety requirements, operational restrictions, helmet requirements, lighting standards, payment procedures, and the process for contesting citations. Officers distributed the pamphlets to students and parents during school arrival and dismissal periods and conducted additional outreach following reported crashes and near-miss incidents involving micromobility devices. He reported that the Department's enforcement efforts resulted in 24 citations and warnings, six impounded micromobility devices, and the distribution of more than 100 educational flyers. The most common violations observed included operating without a required helmet, unauthorized operation of electric motorcycles or similar devices, tandem riding, and operating against the flow of traffic. Enforcement efforts focused on rider safety, helmet compliance, traffic law compliance, and parental accountability. He explained that citations issued to parents or guardians often increased awareness of the applicable regulations and safety concerns.

Police Chief Alvarez then reviewed injury data collected since implementation of the Department's action plan. He reported that eleven injury-related incidents had been documented, with approximately 46 percent involving riders losing control of their devices. He stated that many incidents appear to result from rider inexperience or the increasing power and speed capabilities of newer micromobility devices. To illustrate the nature of the incidents, He summarized several recent cases. These included a collision involving two juveniles riding tandem on a scooter who were struck by a vehicle; a juvenile rider who sustained head injuries after striking a traffic cone while riding without a helmet; and another juvenile who suffered minor injuries after falling from a

scooter. He also described an incident involving a juvenile operating a high-powered electric motorcycle capable of speeds exceeding 60 miles per hour. Following impoundment of the vehicle, the juvenile's parent attempted to operate the device, lost control, and collided with a nearby vehicle, sustaining injuries that required emergency medical response. He stated that criminal citations were issued in connection with that incident.

Police Chief Alvarez referenced a fatal micromobility-related collision that occurred in another municipality, noting that such incidents have contributed to heightened concern and stricter regulations in neighboring communities. He also showed video footage depicting a near-collision involving a juvenile rider operating a scooter and a motor vehicle near the Community Center area. He explained that the rider entered an intersection without stopping, creating a situation that narrowly avoided serious injury. He stated that the footage demonstrated the significant safety risks associated with improper operation of micromobility devices. He concluded his presentation and reviewed national safety statistics related to micromobility devices. He reported that research indicates a significant increase in injuries associated with electric bicycles and powered scooters, including substantial growth in emergency room visits nationwide. He noted that children ages fourteen and younger account for a significant percentage of reported injuries. He highlighted common injury types, including head injuries, concussions, fractures, internal injuries, and other serious trauma associated with excessive speed and rider inexperience. He stated that, while the Town has experienced several incidents, it has thus far been fortunate to avoid any life-threatening injuries. He emphasized the importance of continued education, enforcement, parental involvement, and public awareness to promote the safe operation of micromobility devices within the Town.

Mayor Salver asked what the outcome of the video of the juvenile rider.

Police Chief Alvarez stated that the Police Department has made multiple attempts to identify the juvenile and locate the parents or guardians but has not yet been successful. He advised that the investigation remains ongoing and that the Department will continue its efforts to identify those involved. He also addressed concerns regarding the black Mercedes Sprinter van shown in the video. He stated that the vehicle has been observed in the area on multiple occasions and has been parked in locations where parking is not permitted. He advised that the Police Department has contacted both the driver and the company associated with the vehicle and informed them that the vehicle may not park or remain in that location. He indicated that the Department has taken steps to address the parking issue and will continue monitoring compliance.

Council Member Yaffe asked if that is the van that takes individuals back and forth to the shops.

Police Chief Alvarez stated yes.

Town Manager Noel stated that, based on the video footage presented, the juvenile rider appeared to be in violation of multiple provisions of the Town's existing micromobility ordinance. He noted that the rider was not wearing a required helmet and appeared to have disregarded a stop sign before entering the intersection. He emphasized that these actions constituted violations under the Town's current regulations and highlighted that the incident was not the result of a lack of existing rules, but rather a failure to comply with those regulations. He reiterated that the incident demonstrated the importance of continued enforcement and public education efforts regarding micromobility safety requirements.

Mayor Salver asked for his colleague's input.

Council Member Rappaport commented that, after reviewing the Town's micromobility ordinance adopted in 2024, the regulations appear to be comprehensive and provide substantial authority for enforcement. He observed that many of the concerns discussed during the presentation involved conduct that is already prohibited under the existing ordinance and suggested that the primary challenge may be enforcement rather than a lack of regulations. He noted that violations are frequently observed throughout the Town, including riders operating devices without helmets and multiple riders using a single device. He stated that the Town must determine the level of enforcement and regulation it wishes to pursue and whether additional restrictions should be considered. He referenced approaches adopted by neighboring municipalities and suggested that the Council consider a range of options, including age restrictions like those implemented in other jurisdictions. He noted that any restrictions affecting riders under the age of sixteen would have implications not only for Bay Harbor Islands residents, but also for students and families from neighboring communities who travel through the Town or attend school in the area. He expressed appreciation for the special meeting and the opportunity to engage the public on the issue. He stated that all potential options should remain under consideration, including both stricter regulatory approaches and alternatives modeled after neighboring municipalities. He emphasized the importance of obtaining public input before determining whether modifications to the Town's existing regulations are warranted and expressed support for continuing the discussion as part of the Council's evaluation of micromobility safety measures.

Council Member Diallo expressed agreement with the prior comments regarding enforcement and the need to carefully evaluate the Town's responsibilities in addressing micromobility safety concerns. She stated that significant personal research had been conducted on the topic in preparation for the discussion and emphasized that any policy considerations must balance the interests of children, parents, pedestrians, and the broader community. She noted that, as a parent, there is an appreciation for the recreational and transportation benefits that scooters and other micromobility devices provide to children and families. However, there has been a frequency with which riders are observed operating devices without helmets and the number of near-miss incidents and unsafe behaviors occurring throughout the Town. She further emphasized that the issue extends beyond the safety of riders and includes the protection of pedestrians and other residents. She noted that Bay Harbor Islands has a significant population of residents who regularly walk throughout the community, and that micromobility-related incidents have the potential to impact both riders and pedestrians. She thanked Police Chief Alvarez for the comprehensive presentation and referenced research conducted by the American Academy of Pediatrics. She noted that the organization strongly advises that children under the age of sixteen should not operate or ride electric bicycles due to concerns related to the weight of the devices and the speeds at which they can travel. She stated that this information was particularly noteworthy and should be considered as part of the Council's ongoing evaluation of potential policy options and safety measures related to micromobility devices.

Council Member Rappaport added that the safety concerns associated with micromobility devices extend beyond pedestrian interactions on sidewalks. He noted that motorists are also affected, citing additional videos and reports that have circulated showing juveniles operating scooters and other micromobility devices in roadways, weaving in and out of traffic, and engaging in unsafe riding behaviors. He emphasized that the Council's review of micromobility regulations should consider all areas where these devices are operated, including sidewalks, streets, bridges, and other public rights-of-way. He stated that the objective is to evaluate the overall impact of micromobility devices on public safety and to ensure that any future policy decisions adequately address risks to riders, pedestrians, motorists, and the community as a whole.

Council Member Yaffe thanked Police Chief Alvarez for the presentation and shared personal observations regarding micromobility-related safety concerns throughout the Town. He described an incident observed on East Broadview Drive involving a young rider entering the roadway from a side street without adequate regard for traffic conditions, noting that similar situations are observed periodically. He further expressed concern regarding the operation of small motorized vehicles by young children, some of which sit very low to the ground and may be difficult for motorists, particularly operators of larger vehicles, to see. He noted that the visibility limitations associated with such devices present additional safety concerns. He also emphasized the importance of parental involvement and accountability. While acknowledging the Police Department's enforcement efforts, he stated that compliance ultimately requires parental oversight and education. He noted that existing restrictions prohibit bicycles and non-motorized scooters from being ridden across the Town's bridges, yet violations continue to occur regularly despite the presence of posted signage. He stated that he observed that bridge restrictions can be difficult to enforce consistently because it is not practical to station enforcement personnel at bridge locations at all times. He further noted that families are often seen disregarding posted regulations and operating bicycles and scooters across the bridges despite clearly visible signage. He commented on concerns related to pedestrian safety, noting that individuals operating scooters and similar devices frequently approach pedestrians from behind without providing adequate warning. He stated that pedestrians may not hear approaching riders, particularly when walking while listening to music or other audio, and expressed concern that riders do not consistently announce their presence or otherwise take precautions when passing pedestrians. He concluded that increased public awareness and parental education should remain an important component of the Town's overall micromobility safety strategy.

Council Member Shagalov asked if the Town has any restrictions in terms of certain roads that the Town can or cannot regulate.

Police Chief Alvarez stated that to the best of his knowledge they can regulate the roads within the Town.

Council Member Shagalov expressed support for proactively addressing micromobility safety concerns before a serious accident occurs. He noted the importance of balancing public safety with the reality that many children use micromobility devices responsibly, including traveling to school while complying with helmet and safety requirements. He stated that the Council should carefully consider whether an outright prohibition is appropriate or whether a balanced approach, such as establishing age restrictions or other targeted regulations, would be more effective. He acknowledged that some riders operate safely and responsibly and encouraged consideration of options that promote safety while recognizing legitimate use of micromobility devices within the community. He emphasized that the discussion should focus on identifying the most appropriate measures to prevent future injuries and enhance public safety.

Mayor Salver reiterated that micromobility is fundamentally a public safety issue and emphasized the importance of receiving input from both law enforcement and the community before considering any changes to the Town's regulations. He noted that while the Police Department is responsible for enforcing the Town's ordinances, residents, parents, students, and other stakeholders are directly affected by any policies adopted by the Council. He observed that micromobility devices have been used by students for many years as a means of commuting to and from school and noted that, despite several incidents discussed during the presentation, many students use these devices regularly without incident. He further noted that younger children are often accompanied by parents during their commute, which provides an additional

level of supervision. He expressed disappointment that more residents and parents had not attended the meeting to share their perspectives, whether in support of or opposition to potential changes to the Town's regulations. He stated that, based on the information presented by the Police Department, there may be opportunities to refine or modify the existing ordinance to better reflect the needs and circumstances of the Bay Harbor Islands community. He cautioned against adopting broad prohibitions without careful consideration and public input, noting that a complete ban on micromobility devices for individuals under a certain age may be viewed as overly restrictive. He emphasized the importance of thoughtful discussion and evaluating a range of options before determining whether changes to the ordinance are warranted. He explained that the special meeting was scheduled to provide dedicated time for discussion of the issue before the end of the school year and prior to the Council's next regular meeting. He stated that the purpose of the meeting was to conduct a focused review of micromobility safety issues, gather information, and receive public feedback. He clarified that no action was anticipated or intended at the special meeting. He stated that the meeting was intended solely to facilitate discussion, hear from interested stakeholders, and assist the Council in developing the most practical and effective public safety regulations concerning micromobility devices in the future.

**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*

Mayor Salver opened up the floor to public comments.

The following individuals from the public spoke:

Dave Sanchez expressed appreciation for the opportunity to discuss micromobility issues and commented that the topic may have been better suited for discussion at a regular Council meeting due to the timing and format of the special meeting notice. He stated that additional public participation may have occurred had the matter been scheduled during a regular meeting cycle. He stated regarding micromobility regulations, he opposes a complete ban on micromobility devices and instead supported increased enforcement of existing regulations, including helmet requirements, speed restrictions, and other safety provisions. He shared personal experience as a micromobility user, noting that after sustaining a fall from an electric scooter, a helmet is now always worn while riding. He suggested that the Town review historical approaches used to address other emerging transportation and recreational devices and focus on data-driven decision-making when considering future regulations. He also commented on observations in neighboring municipalities, stating that while some communities report successful enforcement efforts, micromobility violations continue to be observed. He expressed appreciation for the Police

Department's presentation, particularly the inclusion of enforcement statistics and video evidence, which provided context regarding the scope of the issue and demonstrated that enforcement efforts are occurring.

Emil Alvarado expressed support for stronger micromobility regulations and enforcement measures, stating that while the meeting was an important first step, he would have preferred that action also be considered. He shared a personal experience involving his fourteen-year-old son who suffered a serious electric bicycle accident that resulted in significant injuries, including fractures and a traumatic brain injury. He explained that the exact cause of the accident was never determined and noted that his son was not wearing a helmet at the time of the incident. He described the substantial physical, emotional, educational, and financial challenges that followed the accident, including hospitalization, neurological treatment, rehabilitation, academic accommodations, and the long-term effects on both his son and the family. He emphasized that, although his son survived and continues to recover, the consequences of the accident remain significant. He urged the Council not to hesitate in adopting and enforcing strong safety measures, stating that the temporary inconvenience associated with stricter regulations is far outweighed by the potential consequences of a serious injury or fatality. He encouraged the Town to continue and expand enforcement efforts and to consider the experiences of communities that have adopted more restrictive regulations. He emphasized the importance of taking proactive action to prevent similar tragedies from occurring in Bay Harbor Islands.

Meyer Seewald strongly agrees with stricter regulations of electric bicycles and electric scooters. He expressed the belief that a serious accident or fatality is inevitable if additional action is not taken. He stated that children under the age of sixteen should not be permitted to operate such devices, comparing them to motor vehicles and emphasizing that young children would not otherwise be allowed to operate cars or mopeds. He acknowledged the efforts of law enforcement but stated that enforcement alone cannot prevent accidents because officers cannot always monitor every location. He expressed concern regarding the speed of certain devices, the increasing number of young riders, and the risks posed to pedestrians, motorists, and other children throughout the community. He urged the Council to act proactively rather than waiting for a serious injury or fatality to occur, citing examples of accidents discussed during the meeting and in other communities. He stated that traditional bicycles and non-motorized scooters had long been used by students without the same level of concern and suggested that electric devices present a substantially different risk. He proposed prohibiting the operation of electric bicycles and electric scooters by individuals under the age of sixteen and suggested that adult-owned devices be registered with the Town. He also raised concerns regarding visitors and tourists operating rented micromobility devices without knowledge of local regulations.

Ralf Graessner thanked the Police Department and Council for their efforts and expressed strong concern regarding the growing use of high-speed electric bicycles and scooters by juveniles. He stated that he regularly observes young riders operating devices at excessive speeds, performing unsafe maneuvers, and sharing roadways with vehicular traffic. He commented that the risks associated with modern electric bicycles and scooters differ significantly from those associated with traditional bicycles and non-motorized scooters that previous generations used to travel to school. He noted that many parents may not fully understand the speed capabilities or specifications of the devices their children are operating and expressed concern that some devices exceed the limits

contemplated by existing regulations. He stated that, in his opinion, a serious accident is likely to occur if additional action is not taken. He expressed support for prohibiting the operation of electric bicycles and electric scooters by individuals under the age of sixteen, or alternatively implementing stronger enforcement measures targeting high-speed and non-compliant devices. He further suggested that visible enforcement efforts, including impoundments and other enforcement actions, could serve as a deterrent and help change behavior by increasing awareness among students and parents. He encouraged the Town to consider measures that would remove the highest-speed devices from the streets while continuing to evaluate options that prioritize public safety.

Linda Zilber expressed support for the Town's efforts to address micromobility safety and stated that both the meeting and the discussion of potential regulations were important for the protection of the community. She emphasized concerns regarding the impact of micromobility devices on vulnerable populations, particularly senior citizens and individuals who are hard of hearing, who may be unable to move out of the way quickly or may not hear approaching riders.

Norma Orovitz expressed support for stronger micromobility safety measures and suggested additional prominent signage, particularly near bridge entrances and exits, to remind riders of applicable restrictions and safety requirements. She noted that she frequently observes electric bicycles and scooters traveling at high speeds and expressed concern for the safety of motorists, pedestrians, and riders. She referenced a serious accident involving members of her family and stated that such experiences demonstrate how quickly lives can be changed by traffic-related incidents. She emphasized the importance of proactive safety measures, including helmet use and increased public awareness, to help prevent serious injuries and protect the community.

Michael Orovitz urged the Council to consider adopting an age restriction for the operation of electric bicycles and scooters, stating that if age sixteen is viewed as too restrictive, an alternative age such as thirteen should be considered. He emphasized that protecting children from serious injury or death should take precedence over concerns about limiting access to such devices. He also expressed concern about riders operating between lanes of traffic and weaving between vehicles, creating dangerous situations for both riders and motorists. He noted that drivers may not see approaching riders, increasing the risk of collisions and serious injuries. He encouraged the Council to take action to improve safety and reduce the likelihood of preventable accidents.

Mayor Salver closed the floor to public comments.

Council Member Rappaport inquired about the procedural timeline required to amend the Town's micromobility ordinance. He specifically asked whether a proposed amendment could be introduced at the upcoming regular Council meeting and subsequently adopted at a later meeting, or whether action could be initiated immediately with consideration and a vote occurring at the next scheduled meeting. He requested clarification regarding the legal and procedural steps necessary for the Council to amend the existing ordinance and the earliest timeframe in which any proposed changes could become effective.

Town Manager Noel advised that the current agenda item is a discussion item regarding micromobility. He explained that if the Council wished to pursue amendments to the existing ordinance, a Councilmember could sponsor the item or the Council could provide

direction to staff to prepare proposed ordinance revisions for consideration. He further explained that, if directed, staff could prepare an ordinance amendment for placement on the June Council Meeting agenda for first reading. Following first reading, the ordinance would return for a second reading and public hearing at a subsequent meeting in accordance with the Town's ordinance adoption procedures. He noted that no regular Council meetings are scheduled for July; therefore, absent a special meeting, second reading would occur at the next available Council meeting following the required notice and waiting period.

Council Member Rappaport noted that there are several issues the Council must evaluate before determining what amendments, if any, should be made to the Town's micromobility ordinance. He stated that one challenge is distinguishing between devices capable of operating at significantly different speeds and determining how speed restrictions can be effectively enforced. He observed that the discussion involves multiple policy considerations, including whether certain high-speed motorized devices should be prohibited altogether, whether lower-speed electric scooters should continue to be permitted, and whether age restrictions should be implemented. He suggested that staff and Councilmembers develop a list of potential ordinance amendments and policy options for review prior to the next Council meeting. He further stated that, based on the public comments received and the discussion among Councilmembers, the Council should consider various alternatives, including age restrictions such as prohibiting operation by individuals under the ages of thirteen or sixteen, as well as distinctions between different types of motorized and micromobility devices. He emphasized the need to carefully evaluate the available options before reaching a consensus on potential ordinance amendments.

Mayor Salver stated that the issue involves numerous policy considerations and expressed support for bringing proposed ordinance amendments forward for consideration at the June Council Meeting. He noted that the public comments received during the meeting provided valuable insight and should be considered when developing potential revisions to the Town's micromobility regulations. He indicated support for amending the Town's existing sidewalk speed limit from 15 miles per hour to 10 miles per hour to align with the standards contained in recently adopted state legislation. He further stated that the Council should evaluate other recommendations and concerns raised by residents during the meeting. He also raised questions regarding businesses that rent electric bicycles, electric scooters, and other micromobility devices to visitors. He asked whether the Town could include provisions within its ordinance addressing rental operators and vendors, including requirements intended to promote compliance with local regulations and improve public safety. He requested further discussion regarding the Town's authority to regulate or impose requirements on such rental activities as part of any proposed ordinance amendments.

Town Manager Noel stated the Town does not have vendors that provide those types of services.

Mayor Salver suggested that, as part of any ordinance revisions, the Town explore whether rental companies that provide electric bicycles or scooters could be held accountable when rented devices are involved in incidents within the Town. He noted that many of these devices may originate from neighboring communities and asked staff to evaluate whether regulations addressing rental vendors could be incorporated into future

ordinance amendments. He also noted that the Town's hotels do not currently appear to rent such devices.

Town Manager Noel noted that rental electric bicycles, including shared bicycle programs, are known to operate within the area. However, there was no known information regarding electric scooter rental operations within the Town. He further advised that the Council has the authority to consider prohibiting or regulating the rental and operation of such devices as part of any future ordinance amendments.

Council Member Yaffe inquired whether there are ordinances regulating the storage of electric bicycles and electric scooters within multifamily residential buildings, specifically regarding the storage of such devices inside apartments, garages, or other common areas. He expressed concern about potential safety hazards associated with storing and charging these devices within residential buildings. He clarified that the concern was not related to devices being left outside, but rather the potential risks associated with storing electric bicycles and scooters inside residential structures, including garages and other enclosed areas. He suggested that staff examine whether regulations addressing the storage and charging of micromobility devices should be considered as part of the Town's broader review of micromobility-related safety issues.

Interim Town Attorney Gimenez noted that some municipalities, including Coral Gables, have addressed issues related to electric bicycles and scooters because of concerns about devices being left throughout public areas and creating visual clutter. However, he clarified that the concern being raised in this discussion related to the storage of such devices inside residential buildings. He specifically referenced the batteries used in electric bicycles and scooters and noted concerns regarding potential fire hazards associated with battery malfunctions. It was acknowledged that lithium-ion batteries have occasionally been linked to fires, prompting consideration of whether storage and charging practices for these devices should also be reviewed as part of the Town's overall micromobility

Town Manager Noel advised that the Town's current ordinance already regulates where micromobility devices may be parked. He noted that the Police Department has encountered instances where electric bicycles and scooters were left in unauthorized locations, including public areas, and that the Town has exercised its authority to remove and impound improperly parked devices when necessary. He indicated that the existing ordinance provides the Town with enforcement mechanisms to address parking and abandoned-device concerns.

Council Member Rappaport sought clarification regarding the next steps in the process and asked whether the plan would be for Councilmembers to develop and submit proposed ordinance amendments based on the discussion and public input received, with those proposed changes being incorporated into an ordinance for consideration on first reading at the next regular Council Meeting. He requested confirmation that the proposed amendments would be prepared and presented for the Council's review and consideration at that time.

Consensus was reached among the council members to place on the June 11, 2026, Regular Town Council Meeting agenda an ordinance on first reading amending the Town’s current micromobility ordinance with the proposed changes suggested by the Council and

staff.

**Adjournment:**

There being no further business to discuss before the council, a motion was made by Council Member Yaffe, seconded by Council Member Rappaport to adjourn the meeting at 7:15 p.m.

Accepted this _____ day of _____, 2026.

_____
Isaac Salver
Mayor

ATTEST

_____
Evelyn Herbello, MMC
Town Clerk

**Town of Bay Harbor Islands**

**Regular Town Council Meeting**
**MINUTES**
**June 11, 2026**

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

## Opening

## Call to Order

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

## Pledge of Allegiance

Pledge of allegiance was delivered by Nean Toledo from Ruth K. Broad.

## Roll Call of Members

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

Present: Mayor Isaac Salver, Vice Mayor Stephanie Bruder (appeared via Zoom), Council Member Robert Yaffe, Council Member Eric Rappaport, Council Member Elchonon Shagalov and Council Member Joshua Fuller.

Absent: Council Member Molly Diallo.

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

## Special Presentations:

1. Police Officer Joan Smith:

Police Chief Alvarez introduced Officer Joan Smith as the Town's newest police officer. Officer Smith is currently completing field training, is progressing well, and

has already been observed serving throughout the community. Officer Smith is a veteran of the British Army and was deployed to Iraq and Afghanistan, where she served in logistics and operational support roles alongside military forces. During her military service, she received multiple awards, commendations, and medals recognizing her service and leadership. Following her military career, she gained professional experience in operations management, private security contracting, fitness instruction, and business ownership. Originally from Uganda and raised in the United Kingdom, Officer Smith subsequently resided in Hawaii before relocating to Florida. She was recognized for her leadership experience, commitment to public service, ability to perform in high-pressure environments, and interest in fitness and mentoring. Officer Smith stated that her mission as a law enforcement officer is to serve the community with integrity, professionalism, compassion, and honor.

**Requests for Withdrawals, Deferments and Future Agenda Items:**

Council Member Shagalov requested to defer item 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).

Council Member Fuller pulled item 4 (Consideration and Approval FY 2025-2026 Budget Amendment) for discussion.

Town Manager Noel requested to defer item 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).

Town Attorney Carlos Gimenez requested for item 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 ) and item 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) be heard concurrently.

**Town Manager's Report:**

Town Manager Noel reported on recent meetings, community events, and emergency-preparedness activities attended since the prior Council meeting. The Town's annual hurricane tabletop exercise was scheduled for June 17, 2026. Upcoming events included the Senior Father's Day Brunch on June 18 and the regional Fourth of July celebration with Surfside and Bal Harbour. Preparation of the Fiscal Year 2026–2027 budget remained underway, including departmental reviews of operational needs and capital priorities. Staff was also evaluating the potential financial impact of proposed property-tax legislation and intended to brief each Councilmember individually. The transition to the temporary Town Hall facility at 1045 95th Street was approximately 95% complete, with technical work related to 911 dispatch remaining. Removal of the temporary trailers

is anticipated by June 22, after which the area would be restored for parking. Staff was addressing reported standing water near 1177 through drainage improvements expected to begin once ordered materials were received. The West Island pump-station project remained approximately one to two weeks behind schedule due to weather and material delays but was still subject to an August 20, 2026 contractual completion date. He stated that work continued on the kayak launch, interior park improvements, and tot lot playground equipment. The Town also continued monitoring State funding requests for the proposed Town Hall and Police Resiliency Complex and for stormwater outfall improvements.

Town Manager Noel concluded by welcoming Arlene Borenstein as the Town's new Communications Director, whose responsibilities would include public information, resident outreach, media coordination, social media, and newsletter communications.

Communications Director Borenstein thanked the Town Manager for the opportunity and expressed her appreciation for the warm welcome she had received from Town staff. She noted her prior municipal communications experience with the cities of Hollywood and Fort Lauderdale and stated that she looked forward to providing direction, guidance, and support to further enhance the Town's communications efforts.

**Council Reports:**

Council Member Yaffe reported attending several recent Town events. Although unable to attend the Miami-Dade County League of Cities Gala due to a prior commitment, he stated that they were sworn in virtually as a League director, as required during the month of May. He also referenced the recent Special Town Council Meeting addressing school safety and micromobility. He attended the Town's "Pizza with the Cops" event, and observed the employee kickball game, including participation by Town employees and Councilmembers. He thanked staff for organizing the event and described it as a positive activity for the Town. Additionally, he attended the grand opening of Beauty Lab and complimented the improvements made to the facility.

Council Member Fuller reported attending several recent Town and regional events, including the employee kickball game, the Miami-Dade County League of Cities Gala, a PBA gala, the final concert of the season and artisan market, as well as the "Pizza with the Cops" event. He commended staff for organizing the events and noted the strong participation by employees, residents, families, and children. He also attended the Ruth K. Broad K–8 Center graduation ceremony, where the Student of the Year award was presented, and the Miami Beach Senior High School graduation. He extended congratulations to all graduating students, particularly Town residents, and he expressed pride in the community's schools and students.

Council Member Rappaport welcomed the Town's new Communications Director and Officer Smith and wished them success in their respective positions. He also reported attending several recent events, including the Concert in the Park and artisan market, the Police Benevolent Association Gala, the employee kickball game, and the Law

Enforcement Appreciation Day barbecue, and thanked staff for organizing the activities. He then raised concerns regarding a third-party website that accepts municipal payments and may appear in online search results for the Town's utility-payment services.

Information Technology Director Greg Panos explained that platform operates independently of the Town and provides payment-processing services for municipalities throughout the country. Although the service is not unlawful and payments submitted through the website are ultimately forwarded to the appropriate utility provider, its presentation may cause confusion among residents. He reported that the Town had submitted complaints to Google regarding the website's advertising and had requested that Bay Harbor Islands be removed from search results. He stated that staff had taken the available steps to reduce resident confusion but had limited ability to prevent the company from offering the service. He also stated that the Town has a formal FTC complaint filed.

Council Member Rappaport requested that the Town Attorney review whether any additional legal action or remedies were available.

Interim Town Attorney Cruz-Gimenez stated that she will be looking into it.

Mayor Salver reported attending the Miami-Dade County League of Cities Gala, where he delivered the opening invocation and recognized North Miami Beach Vice Mayor Fortuna Smukler upon her installation as League president. He also chaired the quarterly meeting of the Florida Municipal Loan Council and attended a Florida League of Cities directors meeting. He stated that discussion focused on ongoing State legislative activity involving homestead exemptions and the potential effects on municipal revenues and future budgets. He stated that the Florida League of Cities continued advocating protecting municipal interests. He further reported participating in a meeting at the St. Regis Bal Harbour Resort with representatives of the hotel ownership and management regarding the proposed Bal Harbour Shops expansion. He stated that the hotel representatives expressed their intention to take a more active role in opposition to the project and indicated support for potential legal action by Bal Harbour Village or neighboring municipalities. He expressed concern that the proposed expansion could have a significant and lasting effect on the quality of life in Bay Harbor Islands and suggested that the Town Council consider discussing whether the Town should participate in related litigation.

**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*

Mayor Salver opened the floor to public comments.

The following individuals from the public spoke:

Dave Sanchez requested that the Town publicly present an analysis of the potential financial impact of proposed increases to the homestead tax exemption and related ballot measures. He expressed opposition to the proposed amendment and asked whether the Town could lawfully provide public information or advocate against its passage. He also requested that the Council reconsider the prior amendment to the B-1 zoning regulations permitting automobile showrooms. He stated that, based on inquiries with the Building Department and a review of business tax receipt records, no application had been submitted for the automobile showroom originally proposed when the amendment was considered. Noting that approximately one year had passed without development activity and asked the Council to review whether the applicable Code provisions should be amended or reversed. He asked whether the proposed toll increases under Item No. 12 would affect the cost of the bridge-related plan or project. He also asked why the proposed micromobility ordinance did not include restrictions on hotels providing micromobility-device rentals, as discussed during the prior Special Town Council Meeting, and whether such regulations would require separate legislative action.

Ree Kelly Stoppa acknowledged the work of current and prior Town Councils and staff, noting that municipal efforts often receive limited recognition and that governmental decisions cannot satisfy every resident. She addressed the proposed increase in bridge tolls and suggested that Bay Harbor Islands residents receive a reduced toll rate compared with nonresidents. She stated that such a benefit would serve the broader resident population and help foster community support. She also raised concerns regarding electric or micromobility vehicles and referenced a recent meeting that she believed had been conducted on short notice or without adequate public notice. She expressed concern regarding the operation of motorized bicycles and other micromobility devices on the bridge leading to Surfside. She described an incident in which two juveniles allegedly raced across the bridge and nearly struck her, causing her iPod device to fall into the bay. She stated that posted signs were insufficient without active enforcement or monitoring, particularly during after-school hours. She requested that the Town consider additional safety measures to address riders traveling at excessive speeds, weaving through traffic, and creating hazards for pedestrians and motorists.

Mayor Salver acknowledged that the Special Town Council Meeting had been scheduled on short notice and apologized for the limited notice. He explained that the abbreviated notice period was approved to allow the meeting to occur while school remained in session, when students, parents, and other interested parties were more likely to participate. He further noted that the speakers at the Special Meeting expressed concerns consistent with those raised by the residents regarding micromobility safety.

Council Member Fuller responded that the Council had previously expressed interest in providing reduced bridge tolls for Bay Harbor Islands residents. However, based on prior legal advice, the agreement under which the State transferred the bridge to the Town requires the same toll rate to be charged to residents and nonresidents and prohibits a resident-only discount. He stated that the Town continued to explore whether a lawful alternative or exception might be available.

Council Member Yaffe confirmed that the matter was under review, including the original bridge-transfer documents, applicable financing agreements, and related legal requirements, to determine whether a lawful method exists to provide a toll benefit to Town residents.

Fran Neuhut raised concerns regarding the Town's zoning, financial decisions, municipal facilities, and relationship with neighboring jurisdictions. She questioned the legality and appropriateness of permitting a nonprofit church and other allegedly nonconforming uses within the Town's business district and suggested that the Town consider acquiring the property at 1045 95th Street through eminent domain for police or other municipal purposes. She criticized the Town's lease payments for the temporary municipal facility, the removal of properties from the parking trust, and zoning decisions that she believes had reduced retail, restaurant, parking, and entertainment opportunities within the business district. She also expressed concerns regarding Town expenditures, personnel changes, the condition of the Broad Causeway bridge, proposed toll increases, the joint-use agreement involving the school, and alleged dumping into surrounding waterways. She further discussed the proposed Bal Harbour Shops expansion and questioned whether the Town Planner's work for both Bay Harbor Islands and Bal Harbour Village created a conflict of interest.

Ann Marie Stopel addressed a previously withdrawn agenda item concerning childcare assistance. She expressed support for providing childcare services but requested that any program be inclusive and available to all eligible children in or near Bay Harbor Islands who require assistance. She also described an alleged violation of an injunction involving threats, physical assaults, and subsequent telephone contact. She alleged that the Police Department failed to take appropriate enforcement action, removed her from the police station, made false arrests, and prepared inaccurate documents or orders. She stated that a complaint had been filed in federal court and was pending. She requested that the Town

address the allegations and ensure that laws and police procedures are applied consistently to all individuals.

Kathleen Kennedy criticized certain Council travel and expense expenditures, including an alleged room-service charge, and requested that the Town's expenditures be reviewed or investigated. She praised the Police Department and Town employees and expressed support for law enforcement's handling of matters involving alleged violations of law. She also objected to the termination of a former employee citing her approximately 14 years of service and contributions to Town events and asserted that she had not been treated fairly. She further expressed concern regarding the level of programming and available resources for teenagers and senior residents, including reductions affecting the Community Center. She also questioned the Town's financial contribution toward regional programming involving neighboring municipalities. She concluded by thanking a Town employee for assistance with a recent matter and Chief Alvarez for meeting with the resident and addressing her concerns. She expressed concern that construction workers associated with a nearby project were occupying available on-street parking spaces for extended periods, leaving residents with insufficient parking. She also reported that an unattended yellow bus had been parked near the construction site. She requested that the Town determine whether the Police Department, Public Works Department, or another appropriate department could regulate or enforce construction-related parking and provide a solution to preserve parking availability for nearby residents.

Council Member Yaffe advised Ms. Kennedy that the construction parking item is on tonight's agenda as item 13.

Mayor Salver closed the floor to public comments.

**Committee Reports:**

No Committee Reports.

**Consent Agenda:**

A motion was made by Council Member Yaffe, seconded by Vice Mayor Bruder to approve the consent agenda minus item 4 which was pulled for discussion purposes. The motion carried with a 6-0 vote with Council Member Diallo absent.

2. May 13, 2026 Regular Town Council Meeting Minutes

Approved on consent.

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.

**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.**

Approved on consent.

4. 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.**

Item pulled for discussion by Council Member Fuller.

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

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

A motion was made by Council Member Yaffe for discussion purposes, seconded by Council Member Fuller.

Council Member Fuller spoke regarding the $320,000 increase in General Fund landscaping expenditure. He expressed concern about expanding the landscaping contractor's scope of work and compensation while existing maintenance obligations remained incomplete. He stated that landscaped bulb-outs throughout the Town appeared overgrown and inadequately maintained and questioned whether additional work should be awarded before the contractor demonstrated satisfactory performance under the current agreement. He clarified that the landscaping contractor remained responsible for maintaining both newly improved bulb-outs and those that had not been redesigned. He stated that several locations appeared to have been routinely skipped and indicated that photographs would be provided to the Town Manager. He requested that staff confirm the contractor's maintenance obligations and require compliance with the existing agreement, noting that continued nonperformance could warrant reconsideration of the Town's relationship with the contractor.

Town Manager Noel stated that the Public Works Director and Parks and Recreation Director meet with the landscaping contractor weekly and confirmed that the maintenance concerns would be addressed. He further noted that the budget amendment included a $425,000 increase associated with the passive park under Item No. 18. Because the related agenda item had been tabled, he requested that the budget amendment also be revised to remove the corresponding $425,000 appropriation.

A motion was made by Council Member Fuller to amend the item to remove the passive park in the amount of $425,000, seconded by Council Member Yaffe. The motion carried with a 6-0 vote with Council Member Diallo absent.

A motion was made by Council Member Yaffe to approve the resolution as amended, removing the passive park in the amount of $425,000, seconded by Council Member Fuller. The motion carried with a 6-0 vote with Council Member Diallo absent.

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).

   **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.**

Approved on consent.

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

   **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.**

Approved on consent.

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

**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.**

Approved on consent.

**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.

**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**

Item was deferred by Council Member Shagalov.

**Ordinance on Second Reading:**

**Ordinance 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.

**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**

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 Rappaport asked what the timetable for this implementation would be.

Town Manager Noel stated it would take effect upon second reading.

A motion was made by Council Member Yaffe to approve the ordinance on first reading, seconded by Vice Mayor Bruder. The motion carried with a 6-0 vote with Council Member Diallo absent.

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.

**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**

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

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

A motion was made by Council Member Yaffe to approve the ordinance on first reading, seconded by Vice Mayor Bruder. The motion carried with a 6-0 vote with Council Member Diallo absent.

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.

**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**

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

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

A motion was made by Vice Mayor Bruder to approve the ordinance on first reading, seconded by Council Member Yaffe. The motion carried with a 6-0 vote with Council Member Diallo absent.

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

**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.**

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

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

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

Mayor Salver referenced concerns raised during public comment and asked whether staff and legal counsel were conducting a comprehensive review of the lease to determine the Town's contractual obligations and available rights, including any issues related to the retention of the attorney and the attorney's spouse.

Town Manager Noel stated that prior Council meeting records and any memoranda or guidance provided by former Town Attorneys would be reviewed, and the findings would be reported back to the Council. He further clarified that the proposed toll-rate changes would not affect BayPass users, whose current rate would remain unchanged, or the bridge's operational capacity.

Council Member Fuller explained that, although the Council did not favor increasing bridge tolls, the United States Department of Transportation had indicated that the Town should demonstrate additional financial capacity and a meaningful local funding commitment toward its share of the proposed bridge-related project costs. The proposed toll adjustment was therefore intended, in part, to strengthen the Town's position when seeking federal funding.

Town Manager Noel spoke regarding congestion pricing, staff reported that the

concept had been reviewed. Based on guidance from the Florida Department of Transportation and other consulted professionals, implementation would likely require a traffic and congestion study lasting approximately 12 to 24 months to establish actual congestion patterns and an appropriate variable-rate structure. He further advised that its review of the Town's 1953 Special Act did not identify any provision prohibiting the establishment of congestion-based toll rates.

Mayor Salver stated that he did not object to increasing tolls for nonresidents, particularly considering the anticipated cost of the proposed bridge replacement project, which was approaching $300 million. He acknowledged that toll revenues alone would not substantially offset the project's overall cost. He suggested postponing approval of the proposed rates to allow further consideration of a larger increase, noting that the Town may have only one opportunity each year to adjust toll rates. He questioned whether a proposed 20 cent increase would be sufficient and suggested evaluating whether a greater increase, potentially up to $1.00, would better support the Town's financial obligations.

Town Manager Noel clarified that the Town was not limited to adjusting toll rates once per year. The proposed ordinance could be adopted as presented and subsequently amended if the Council determined that an additional toll adjustment was warranted, as staff had identified no legal restriction preventing further amendments.

Mayor Salver noted that each toll-rate adjustment could require costs and administrative work associated with signage, system programming, and related implementation. He requested clarification regarding the Town's full legal authority to establish or modify toll rates and suggested considering a larger increase rather than proceeding with smaller annual increases over multiple years.

Vice Mayor Bruder agreed with the comment made by Mayor Salver. She stated that she agrees that the proposed toll changes should be considered comprehensively rather than through incremental adjustments. She expressed particular interest in determining whether the Town could lawfully provide Bay Harbor Islands residents and BayPass users with a lower toll rate than nonresidents. She recommended that staff complete its legal and financial review and return it to the Council with the relevant information by August or September so that the toll structure could be addressed through a single, fully informed action.

Council Member Fuller agreed that consideration of the proposed toll adjustment could be deferred until staff completed its legal and financial review and confirmed the appropriate figures and available options. He further noted that, although the referenced project was reported to be approximately 98% complete, the remaining work could result in additional costs or require a future budget amendment. He requested that staff account for any outstanding work and related financial obligations rather than relying solely on the amounts currently presented. He acknowledged the importance of ensuring the bridge remained financially sustainable and emphasized that the matter should be reviewed again promptly.

Council Member Shagalov asked if the Town has any statistics as to who is purchasing the BayPass.

Town Manager Noel stated that currently the Town does not have that information.

Council Member Shagalov asked whether the Town could specifically promote the BayPass program to Bay Harbor Islands residents without broadly advertising it to the general public. He recommended prominently featuring information in the Town newsletter advising residents who regularly use the bridge to compare the cost of a BayPass with the proposed toll rates. He also raised concerns regarding the reported processing period for new BayPass applications and renewals, noting that delays could result in a lapse in coverage after an annual pass expires. He requested that staff review the application and renewal process to determine whether it could be made more efficient and seamless for residents.

Council Member Yaffe explained that, under the prior SunPass-based system, all BayPass accounts expired at the same time, which contributed to delays in processing the large volume of renewals submitted during the same period. He clarified that, following the transition to the current SunPass system, BayPass renewal dates became individualized rather than expiring simultaneously. He noted that residents may not remember their respective expiration dates and requested that staff explore available technology to send advance renewal reminders to BayPass holders.

Council Member Fuller stated that the Town's system should be capable of tracking BayPass expiration dates and requested that renewal reminder emails be sent to passholders at least 30 days before expiration. He also clarified that the BayPass provides unlimited use of the Town's toll plaza only and does not cover tolls incurred outside Bay Harbor Islands. Residents are encouraged to remember to maintain a sufficient balance in any linked toll account, as a negative balance could affect the account's operation.

Town Manager Noel requested Council direction regarding whether any additional future expenses should be included in the bridge toll-rate analysis. He explained that the Finance Director's rate model accounted for current operating and maintenance costs, existing debt-service obligations, a potential $50 million FDOT loan at an anticipated 1% interest rate, and the Town's projected $78 million obligation toward the bridge replacement project. He stated that the model also included approximately $16 million for bridge design services, $42 million in anticipated future construction funding, $20 million in other legal and related costs, and available Town revenues. Emergency repair assumptions of approximately $2 million for Fiscal Year 2026 and $5 million for Fiscal Year 2027 were also incorporated. He stated that these projections formed the basis for the proposed toll-rate schedule and asked whether the Council wished staff to consider any additional anticipated costs.

Council Member Fuller stated that the toll-rate model should provide sufficient revenue to demonstrate to the United States Department of Transportation that the Town has the financial capacity to make payments beyond the minimum required contribution. He suggested that staff evaluate whether a larger initial increase or an accelerated rate schedule would allow the Town to generate additional revenue and potentially prepay project obligations. He also emphasized the need for

flexibility and acknowledged the financial impact that higher tolls would have on bridge users.

Council Member Rappaport noted that multi-axle vehicles, including construction and commercial vehicles, would likely continue using the bridge regardless of the toll increase and could therefore generate additional revenue. He suggested considering a greater toll increase for higher-axle vehicles while limiting the increase imposed on standard two-axle passenger vehicles.

Finance Director Bryan advised that the volume of multi-axle vehicle traffic was insufficient to generate the revenue needed for the bridge's projected obligations. He asked whether the Council would consider establishing a SunPass toll rate of approximately $3.00 per crossing for standard two-axle vehicles.

Mayor Salver expressed support for a proposed SunPass toll rate of approximately $3.00 per crossing for two-axle vehicles, noting that the increase could generate additional revenue and potentially reduce traffic volume. He confirmed that the rate would apply in each direction, resulting in a total round-trip cost of approximately $6.00, and stated that the higher rate could discourage some non-BayPass traffic.

A motion was made by Council Member Rappaport to defer the item to either August or September, seconded by Council Member Yaffe. The motion carried with a 6-0 vote with Council Member Diallo absent.

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.

**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**

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

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

Vice Mayor Bruder would like to add Council Member Rappaport as the cosponsor of this item.

Council Member Yaffe questioned whether the proposed language in Section 1(A) adequately addressed construction-worker parking. He noted that the provision appeared to prohibit parking only before 8:30 a.m. and after 6:30 p.m., corresponding generally to permissible construction hours, but did not prevent workers from occupying residential parking spaces during the workday. He requested clarification and stated that the provision should be revised if necessary to prohibit construction personnel from using parking spaces intended for residents throughout the duration of construction activities.

Town Manager Noel clarified that existing regulations already require construction workers to proceed directly to their assigned construction sites and prohibit them from parking in residential areas. The proposed amendment would additionally permit workers arriving before authorized construction hours to park only in specifically designated parking locations.

Council Member Yaffe expressed concern that the existing construction-worker parking regulations were not being adequately enforced. He stated that construction workers continued to park in private or resident-designated spaces during the workday, often without detection until residents return home. He requested increased monitoring by Code Compliance or other appropriate staff and recommended that violations be addressed directly with the responsible contractors and property owners to ensure compliance with the Town's parking requirements.

Council Member Rappaport clarified that the original provision permitted construction workers to enter the Town before authorized construction hours and wait in designated staging areas located near residential properties. Due to resident concerns regarding those staging activities, the proposed amendment would eliminate that permission and require workers to proceed directly to the construction site during authorized hours.

Vice Mayor Bruder asked whether the Town could prohibit construction workers from parking anywhere within Bay Harbor Islands and require contractors to provide off-site parking and transportation to their respective construction sites. She referenced a possible similar restriction in the Town of Surfside and requested that staff determine whether such an approach would be legally and operationally feasible.

Council Member Yaffe spoke regarding construction-worker parking. He stated that it was noted that many construction sites lacked sufficient on-site space to accommodate workers' vehicles. He discussed possible alternatives, including requiring workers to park in designated garages or other approved off-site locations rather than on public streets.

Town Manager Noel stated that the proposed ordinance amendment would address construction workers arriving before 8:30 a.m. or remaining after 6:30 p.m. at designated staging locations. He further explained that the Town's existing regulations already prohibit construction workers from parking in spaces assigned to residents. He advised that the reported daytime parking concerns appeared to

be an enforcement issue rather than a deficiency in the existing legislation. He stated that additional enforcement could be undertaken and that the proposed amendment was intended primarily to revise the permitted times associated with construction-worker staging.

Vice Mayor Bruder proposed changing the applicable time from 8:30 a.m. to 9:00 a.m. so that construction workers could not enter the Town early to wait or stage in residential areas. Under the proposed change, workers arriving at 9:00 a.m. would be required to proceed directly to their construction sites or park at an authorized off-site location. She stated that a 9:00 a.m. start time could also facilitate enforcement and reduce conflicts with morning school-related traffic.

Town Manager Noel clarified that changing the permitted time from 8:30 a.m. to 9:00 a.m. would require construction workers to arrive or be dropped off no earlier than 9:00 a.m. Workers would remain prohibited from parking in private spaces belonging to others but could park within authorized spaces located on their own construction site, which the Town likely could not prohibit.

Council Member Fuller identified several proposed technical amendments to the ordinance. He noted that the ordinance contained inconsistent references to “on-site” and “off-site” construction-worker vehicles and requested that the terminology be corrected throughout to accurately reflect the intended parking restrictions. He also expressed concern that the language stating that workers and vehicles could not park, wait, or congregate “anywhere outside the construction site” could be interpreted as applying beyond the Town’s jurisdiction. He requested that the provision be revised to specify that the prohibition applies anywhere within the Town limits and outside the applicable construction site. Additionally, he requested that the ordinance include an exception for Town-authorized special events so that event set up, breakdown, and related activities occurring outside normal construction hours would not be inadvertently prohibited.

The proposed amendments were summarized as follows: correcting references from “off-site” to “on-site” where the ordinance contained typographical errors; revising the applicable provision to state that workers and their vehicles may not park, wait, or congregate anywhere within the Town limits and outside their construction site; and adding a separate exception for activities associated with Town-authorized special events.

Council Member Yaffe expressed uncertainty regarding how the Town could effectively identify and enforce violations involving construction workers parking in private or resident-designated spaces. He noted that enforcement could require targeted monitoring by Police or Code Compliance personnel during the morning arrival period, particularly between approximately 8:30 a.m. and 9:00 a.m. He further observed that it may be difficult to determine whether a particular vehicle belongs to a construction worker, as such vehicles are not always readily identifiable, and requested that staff consider practical enforcement methods. He stated that the Town had an obligation to prevent construction workers from occupying private or resident-designated parking spaces. He expressed concern that workers may wait until residents leave for work and then use the vacated spaces to avoid walking from their construction sites or parking outside the Town.

He requested that staff strengthen monitoring and enforcement to protect residents' private parking.

Town Manager Noel advised that changing the permitted arrival time from 8:30 a.m. to 9:00 a.m. would improve enforcement operations. By 9:00 a.m., school-related traffic duties would have concluded, allowing Police Department personnel to redirect resources toward monitoring construction-worker arrivals and enforcing parking restrictions.

Council Member Fuller suggested that enforcement could be more effective at the end of the construction workday, when workers generally leave their sites at the same time and walk back to their vehicles. He recommended that Police or Parking Enforcement personnel monitor nearby parking areas during those departure periods, identify workers using unauthorized spaces, and issue citations as appropriate.

Compliance Manager Merizalde reported that the Code Compliance team conducts daily morning enforcement of construction-related parking restrictions in coordination with the Parking Department. Since adoption of the original ordinance, the Town had issued 161 violations related to construction-worker parking. She further advised that the Parking Department planned to implement a license plate recognition system at Town parking facilities. The technology was expected to enhance coordination among Parking Enforcement, Code Compliance, and the Police Department and assist with identifying and addressing unauthorized parking. She stated that personnel actively monitor construction sites and respond to resident complaints. However, because violations are not always observed while occurring, residents were encouraged to report suspected construction-worker parking and provide identifying information to assist enforcement efforts.

Council Member Fuller acknowledged the reported issuance of 161 parking citations and requested confirmation that the figure was accurate. He also asked whether the previously adopted ordinance authorized penalties against developers for construction-related parking violations and requested the number of stop-work orders issued as a result of such violations.

Compliance Manager Merizalde confirmed that the ordinance had recently been amended to establish escalating penalties based on the number of construction-related parking violations. She clarified that a stop-work order may be issued upon the second violation, with progressively longer suspension periods of one day, three days, and five days for subsequent violations. She further advised that numerous stop-work orders had been issued and referenced enforcement involving approximately 45 construction sites.

Town Manager Noel referenced a matter heard at the most recent Special Magistrate meeting involving a resident complaint and a stop-work order issued because construction personnel arrived before the permitted work hours. He noted that the Vice Mayor was present at the meeting and observed the proceedings involving the affected party.

Council Member Fuller stated that stop-work orders are the most effective enforcement mechanism because they prevent contractors from continuing construction activities. He expressed the opinion that consistent issuance of stop-work orders for repeated parking and work-hour violations would result in prompt compliance by contractors.

Compliance Manager Merizalde stated that no stop-work orders had been issued during the preceding month, which staff viewed as an indication that the Town's enforcement efforts were achieving compliance. She expressed appreciation to the Town Council for adopting the ordinances and regulations that provide staff with the authority and enforcement mechanisms necessary to address construction-related violations.

A motion was made by Vice Mayor Bruder to approve the ordinance on first reading, as amended with the hours of operation from 9:00 a.m. to 6:00 p.m., seconded by Council Member Rappaport. The motion carried with a 6-0 vote with Council Member Diallo absent.

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.

**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**

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

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

Vice Mayor Bruder introduced the item and raised concerns with the Well project regarding private parking garages where designated accessible parking spaces were allegedly being used by construction personnel rather than by vehicles displaying the appropriate disability parking credentials. She noted that the Town's ability to enforce parking regulations within such private facilities may be limited unless an enforcement agreement exists with the property owner or operator and expressed the view that establishing such agreements is necessary.

Mayor Salver asked if the Well is occupied at this point.

Town Manager Noel stated that he believes that the residence portion has received

their TCO.

Council Member Yaffe referenced a recent article concerning efforts to identify and cancel invalid or improperly used disability parking permits. He stated that permits may continue to be used by family members or other individuals after the authorized permit holder is no longer entitled to their use. While not proposing an additional amendment to the Town's ordinance, he suggested that, as part of any parking-enforcement agreement with private properties, property owners or operators periodically verify that individuals using disability parking permits are legally authorized to do so.

Town Manager Noel advised that the unauthorized use of a disability parking permit is governed by state law and may subject the violator to fines and other criminal penalties. He expressed confidence that existing state statutory authority permits enforcement against individuals who unlawfully use a disability parking permit issued to another person.

Council Member Fuller sought confirmation that the Town could not enforce disability-parking permit violations on private property unless the Town first obtained the necessary legal authority.

Mayor Salver raised concerns regarding the Town's authorization of multi-day street closures associated with construction projects. He questioned whether such closures were routinely granted to developers without sufficient justification and specifically referenced the closure of East Bay Harbor Drive between 99th Street and 100th Street for a two-day period.

Town Manager Noel explained that proposed maintenance-of-traffic plans and roadway closures are reviewed during weekly MOT meetings. Regarding the referenced closure of East Bay Harbor Drive, staff advised that the closure was required to safely dismantle and remove a construction crane and that the work necessitated closing the roadway for two days.

Mayor Salver requested that an item concerning the impacts of construction-crane removal be placed on the next Council agenda. He characterized a two-day roadway closure as unreasonable given the Town's limited geographic size and expressed concern that the incident illustrated a perceived imbalance in the zoning regulations favoring development over impacts to residents and the surrounding community.

Council Member Yaffe expressed concern regarding the prolonged and recurring use of traffic-control measures associated with construction activity, including flagging operations and partial roadway or garage closures along West Bay Harbor Drive. He estimated that such conditions had persisted for approximately six months and stated that the continuous closures and traffic diversions had made travel on certain Town streets increasingly difficult. While acknowledging the need to protect pedestrians and residents, he requested consideration of the cumulative impact of construction-related traffic restrictions on vehicular access and circulation.

Council Member Fuller stated that he did not object to placing the matter on a future agenda but cautioned that state law may preempt or otherwise limit municipal regulation of construction cranes. He recalled prior discussions indicating that the Town's authority may be restricted even with respect to securing cranes during hurricanes or other severe-weather events. He requested that staff and the Town Attorney investigate the extent of the Town's legal authority and determine whether crane-removal impacts or related conditions could be addressed through development approvals or negotiated agreements in exchange for benefits granted to developers.

Town Manager Noel suggested that staff review the Town's maintenance-of-traffic (MOT) fee structure and return at the next Council meeting with a proposal to increase the applicable fees, particularly when construction activity requires the blockage or closure of a major roadway. He stated that an increased fee could provide a means for the Town to recover costs and offset the impacts associated with such closures.

A motion was made by Vice Mayor Bruder to approve the ordinance on first reading as amended, seconded by Council Member Yaffe. The motion carried with a 6-0 vote with Council Member Diallo absent.

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.

**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**

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

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

A motion was made by Council Member Rappaport for discussion purposes, seconded by Council Member Yaffe. The motion carried with a 6-0 vote with Council Member Diallo absent.

Mayor Salver commented on the testimony and evidence presented during the recent special meeting concerning micromobility safety. He referenced a video

depicting a serious incident and emotional testimony from the parent of a severely disabled teenager. He stated that the presentations demonstrated the significant public-safety risks associated with micromobility devices and reinforced the need for the Town to consider more vigilant and restrictive regulations governing their use.

Council Member Yaffe expressed opposition to the proposed age restriction as drafted. He stated that permitting individuals who are 14 or 15 years old to operate motorized micromobility devices would be unsafe, particularly because individuals generally cannot obtain a learner's permit to operate a motor vehicle until age 15 and must initially drive under the supervision of a licensed driver. He cited observations of young riders traveling at excessive speeds, disregarding traffic signals, and making unsafe turns into vehicular traffic. Based on concerns regarding maturity and public safety, he proposed amending the ordinance to prohibit operation of motorized micromobility devices by persons under 16 years of age.

Council Member Rappaport expressed concern regarding multiple individuals riding on a single micromobility device and riders operating without helmets. He noted that certain neighboring municipalities had established a minimum operating age of 16 and reiterated support for prohibiting persons under 16 years of age from operating motorized micromobility devices.

Vice Mayor Bruder agreed that the minimum age for operating a motorized micromobility device should be 16. She reasoned that individuals who are not legally permitted to operate a motor vehicle may lack sufficient knowledge of traffic laws, roadway conditions, and safe operating practices to use a motorized device responsibly. She also raised practical enforcement concerns, noting that younger individuals may not possess a driver's license or other readily available identification establishing their age. She stated that setting the minimum age at 16 would provide law enforcement officers with a clearer and more enforceable standard and reduce the need for officers to estimate a rider's age.

Town Manager Noel recommended that the Council consider the Town's available injury data when determining the appropriate minimum age for operating motorized micromobility devices. He reported that the Police Department reviewed micromobility-related injuries involving juveniles from June 1, 2025, through June 1, 2026. During that period, 15 juveniles sustained injuries; three were 15 or 16 years old, while the remaining 12 were 14 years old or younger. He suggested that these findings be considered as part of the Council's policy determination regarding the proposed age restriction.

Council Member Rappaport expressed support for establishing 16 as the minimum age for operating a motorized micromobility device. He also suggested requiring operators to carry identification so that law enforcement officers could verify compliance with the age restriction.

Mayor Salver proposed a limited exception to the minimum-age requirement for individuals under 16 who possess a valid restricted driver's license or learner's permit. He reasoned that such individuals have completed testing regarding traffic

laws and roadway signs and have demonstrated an initial level of responsibility and knowledge. He supports a general minimum operating age of 16, with an exception for qualified 15-year-olds holding the applicable driving credential.

Council Member Fuller acknowledged uncertainty regarding whether a 15-year-old must complete the full required examination to obtain a restricted driver's license or learner's permit. He requested clarification and asked the Council to determine whether the minimum age for operating a motorized micromobility device should be 15 or 16.

Council Member Shagalov referenced the ordinance's existing provisions governing the operation of micromobility devices on sidewalks and acknowledged the safety concern associated with requiring younger riders to operate on the roadway. Nevertheless, in conjunction with the proposed minimum-age amendment, he recommended that the ordinance also prohibit the operation of micromobility devices on Town sidewalks.

Council Member Yaffe recommended that the Town consider prohibiting hotels from renting micromobility devices to guests or members of the public. He noted that the issue may have previously been discussed during the special meeting and requested that the proposed restriction be considered as part of the ordinance amendments.

Town Manager Noel confirmed that the proposed prohibition on hotels renting micromobility devices would be brought back for Council consideration at the next meeting.

Council Member Fuller identified several drafting and administrative issues requiring correction. He noted that the staff memorandum and related materials repeatedly described the ordinance as being presented on second reading, although the item was before the Council on first reading, and requested that the documents be corrected accordingly. He also raised concern that the ordinance's definitions and penalty provisions were overly broad. Specifically, the language referred to the operation of a "motorized or non-motorized device," while "motorized device" appeared to include any device powered by a motor or engine. He cautioned that, as drafted, the restrictions and penalties could unintentionally apply to automobiles and potentially golf carts, rather than solely to micromobility devices. He requested that the definitions and enforcement provisions be revised to clearly identify the devices subject to regulation and that the Council clarify whether golf carts were intended to be included. He expressed a preference for the ordinance to return with corrected and more precise language before adoption.

Town Attorney Gimenez clarified that the Council had discretion to establish the applicable age requirement and suggested that the ordinance could instead condition lawful operation of a micromobility device on possession of a valid learner's permit. He explained that this approach would permit a 15-year-old with a learner's permit to operate a device, while requiring an individual without such a permit to wait until age 16.

Mayor Salver agreed that the ordinance should require a micromobility-device operator to possess and carry either a valid learner's permit or driver's license. He expressed support for this approach as a clearer and more readily enforceable standard than establishing a minimum age alone.

Council Member Fuller recommended that the ordinance establish a separate penalty for operating a micromobility device without carrying the required learner's permit or driver's license. He suggested that the ordinance also address circumstances in which an individual later provides proof of a valid credential, similar to procedures applicable when a motorist is cited for failing to carry proof of insurance.

A motion was made by Council Member Rappaport to approve the ordinance on first reading as amended which would permit a 15-year-old with a learner's permit to operate a device, while requiring an individual without such a permit to wait until age 16, seconded by Vice Mayor Bruder. The motion carried with a 6-0 vote with Council Member Diallo absent.

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.

    **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.**

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

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

Both items 16 and 23 are being heard concurrently.

Council Member Fuller discussed longstanding noise complaints from residents near the sandbar, including disturbances from party boats and vessels operating at late hours. He explained that the Town has been unable to enforce its noise

ordinance outside its jurisdiction and has been working with Miami-Dade County and neighboring municipalities to expand enforcement authority. He stated that the proposal was described as the first step toward allowing the Town's noise regulations to be enforced in the sandbar area at all hours. He emphasized that the intent was not to restrict public use of the sandbar, but to reduce excessive noise and protect nearby residents.

Mayor Salver and Council Member Rappaport asked what the difference was between this item and item 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).

Council Member Fuller clarified that Item 23 would authorize the Town Manager to begin discussions with neighboring municipalities regarding potential interlocal agreements. The purpose was to establish a coordinated regional approach to enforcement in the sandbar area.

A motion was made by Council Member Fuller to approve the ordinance on first reading, seconded by Council Member Yaffe. The motion carried with a 6-0 vote with Council Member Diallo absent.

**Deferred Items:**

**Town Manager Items:**

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

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

Town Clerk Herbello was not in the room during the discussion of this item.

Mayor Salver advised that the Council had received a revised package containing additional proposals. In light of Council Member Fuller's prior comments regarding procedural matters, he was invited to lead the discussion concerning the appropriate process.

Mayor Slaver emphasized the importance of ensuring that the procedure followed reflected the Council's direction and preferences.

Council Member Fuller emphasized the need for the Council to establish and publicly announce a clear procedure for evaluating the proposals. It was noted that, should the Council wish to narrow the field of proposals, that intention and the method for doing so should be formally stated. Alternatively, if the Council preferred to defer consideration and conduct a vote at a future meeting, the date and process should be established accordingly. He expressed willingness to proceed in accordance with the Council's collective direction.

Mayor Salver stated that it would be preferable to further refine or narrow the

proposals under consideration. He expressed agreement with that approach.

Council Member Yaffe noted that Council Member Shagalov had not participated in the prior selection process or in the interviews previously conducted with some of the firms. He further stated that the prior process had subsequently been invalidated and suggested that the Council consider interviewing the firms again, should the current Council wish to do so.

Council Member Fuller clarified that the prior discussion and interview process had occurred the day before Council Member Shagalov's election. Accordingly, the newly elected member had not served on the Council or participated in the prior interviews. He suggested that the firms be interviewed again to provide the current Council with an opportunity to participate fully in the selection process.

Mayor Salver distinguished the current selection process from the prior process, noting that the current process would allow individual Council members to communicate directly with the responding firms, including through virtual meetings such as Zoom. He stated that this would provide each Council member with an equal opportunity to obtain information from and evaluate the firms before the Council proceeds with its selection.

Vice Mayor Bruder asked Mayor Salver if the submission period be extended for an additional 30 days, noting that the original solicitation provided only a 30-day response window. He stated that extending the deadline could provide additional law firms or attorneys who may have been interested but unable to submit within the original timeframe an opportunity to submit proposals. She further requested that the solicitation be closed at the conclusion of the extended period.

Mayor Salver stated that the decision was not within the authority of one individual Council member and requested that the Town Manager advise the Council regarding the Town's standard operating procedure for extending the solicitation period.

Town Manager Noel advised that, pursuant to the Town Council's direction, the Town issued a Request for Professional Services, which was advertised on April 30, 2026, with proposals due by May 28, 2026. He emphasized that the Council has broad discretion in determining how to proceed with the selection process because the Town Attorney is a Charter-appointed position. He further reported having received multiple requests from additional law firms seeking to have the solicitation reopened so they could submit proposals.

Council Member Yaffe asked when they plan on narrowing down the firms.

Mayor Salver asked how many proposals had been received during the original solicitation period before the Council considered whether to reopen or extend the process.

Town Manager Noel clarified that the original solicitation was issued as a Request for Proposals for Town Attorney services.

Mayor Salver clarified that the second solicitation was issued as a Request for Professional Services rather than a Request for Proposals.

Town Manager  Noel stated that they received five responses the first time.

Council Member Yaffe stated that he did not have an issue extending for an additional 30 days since there will be no meeting in July.

Mayor Salver suggested revisiting this in August.

Council Member Fuller agreed.

Council Member Yaffe observed that the Council had been discussing narrowing the field of firms but suggested that, if the Council intended to conduct interviews, it should interview all responding firms before reducing the number under consideration. The Council expressed general agreement with conducting the interviews before narrowing the field and discussed scheduling them for August or September 2026.

Vice Mayor Bruder agreed.

Council Member Fuller sought clarification regarding the proposed procedure. He summarized the contemplated process as reopening the solicitation for an additional 30-day period, compiling the final list of all firms that submitted proposals, and scheduling a special Council meeting approximately 20 to 30 days after the extended submission period closed. He asked whether the Council intended to consider and select from all responding firms at that meeting or first narrow the field before proceeding with interviews or final selection.

Mayor Salver stated that, if the solicitation were reopened, a 30-day extension might be longer than necessary and could reduce the time available for the Council to review the submitted proposal packages. He discussed shortening the reopened submission period to approximately two weeks or even 15 days.

Mayor Salver recommended reopening the solicitation for 15 days. Following the close of the submission period and receipt of all proposals, he suggested scheduling a special Council meeting devoted exclusively to reviewing the submissions and considering the selection of Town Attorney services, stating that the importance of the matter warranted a separate meeting.

Town Manager Noel agreed with the proposed approach and recommended scheduling the discussion concurrently with the upcoming budget workshop, noting that the Town Attorney selection process was a matter that needed to be brought before the Council.

Mayor Salver agreed with the proposed scheduling approach and stated that the Council should be prepared to review and evaluate all proposals submitted during the reopened solicitation period.

Town Manager Noel recommended that the five proposals already received remain

under consideration and that those firms not be required to resubmit their materials during the reopened solicitation period.

Council members indicated agreement with that approach. It was further noted that Council members could review the presentations previously made by the responding firms through the recording of the prior meeting, which was available online.

Vice Mayor Bruder advised that she will be out of town until July 26th and requested for the special meeting be set after she returns.

Council Member Fuller emphasized the importance of establishing clear parameters for the selection process.

Following discussion, the Council reached consensus that, at the meeting scheduled after the reopened solicitation period, it would review all submitted proposals and narrow the field to three finalists. The Council would then consider the three finalists and make the final selection at a subsequent meeting.

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.

    **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**

Town Manager Noel deferred the item.

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

    **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**

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

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

Vice Mayor Bruder expressed concern regarding the Town’s employee health-insurance contribution structure. She stated that the Town fully pays the premium for an employee who elects individual coverage, but employees who add a spouse, child, or other dependent are required to pay the entire premium, including the

employee portion. She contrasted this with the coverage provided to police employees and stated that the differing treatment was inequitable to other Town staff.

Town Manager Noel clarified that employees may select from several health-insurance coverage options. Individual HMO coverage is provided at no cost to the employee, while individual PPO coverage requires a minimal employee contribution. Employees who elect coverage for a child, spouse, or family are responsible for higher premiums, with the amount varying based on the coverage tier and whether the employee selects the HMO or PPO plan.

Council Member Yaffe confirmed that employees are eligible for a base level of individual health-insurance coverage at no cost and employees may elect a PPO plan or dependent coverage for an additional premium.

Vice Mayor Bruder asked Town Manager Noel to verify the employee health-insurance contribution structure, noting that the explanation provided differed from information she had received the previous day.

Town Manager Noel agreed to verify the employee health-insurance contribution structure and noted that the explanation provided reflected his current understanding.

Council Member Yaffe requested information regarding employees' satisfaction with the Town's current health insurance coverage and asked whether changes to the available plans were being considered. He noted that the Town's insurance coverage appeared to change annually and expressed concern regarding the potential impact of recurring plan changes on employees.

Town Manager Noel responded to a question regarding how early the Town could begin evaluating alternative health-insurance plans, he advised that the Human Resources Director and the Town's insurance broker would coordinate the solicitation of coverage options and premium rates. He noted that cost would be a primary consideration and stated that, once the rates and financial impacts were available and reviewed with the Finance Director, the matter would be brought back to the Council for consideration.

A motion was made by Council Member Yaffe to approve the resolution, seconded by Council Member Rappaport. The motion carried with a 6-0 vote with Council Member Diallo absent.

**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.

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

A motion was made by Vice Mayor Bruder for discussion purposes, seconded by

Council Member Rappaport.

Council Member Yaffe questioned whether permitting interior construction work beginning at 7:00 a.m. would conflict with the recently amended ordinance restricting construction activity before 9:00 a.m. Although the work was characterized as interior work, he noted that construction personnel would still be entering the Town before 9:00 a.m. and requested clarification regarding whether the ordinance contained an applicable exception.

Town Manager Noel suggested that any authorization allowing interior construction work to begin at 7:00 a.m. be conditioned upon all workers parking within the construction site. Under the proposed conditions, workers would not be permitted to park on surrounding Town streets before the generally permitted construction hours.

Council Member Fuller questioned whether workers could be transported to the site before the permitted time under the recently adopted parking restrictions. He stated that workers could be dropped off; however, the concern is that a bus stopping to unload passengers could technically constitute parking and potentially violate the ordinance.

Vice Mayor stated that is not considered parking.

Mayor Salver opposed permitting work on Saturdays but stated that work from 8:00 a.m. to 7:00 p.m. on weekdays would be acceptable. He also requested that any required contribution associated with the extended work hours be designated for parks, park and recreation, or related community improvements.

Vice Mayor Bruder left the meeting at 9:22 p.m.

Council Member Fuller expressed general support for the proposal but identified several concerns regarding its scope. He noted that the agenda materials and cover memorandum referred broadly to extended construction hours and did not expressly limit the authorization to interior work. He requested that any approval or agreement clearly state that the extended hours apply exclusively to interior construction activities and emphasized that exterior work should not be permitted during the extended hours. He raised concerns that the proposal was unclear regarding the ownership and operation of padel court and whether the Town would be obligated to accept all elements of the proposal, including access to a rooftop area and a six-month membership. He requested clarification as to which terms were actually being offered and which, if any, would become conditions of the Town’s approval.

Council Member Yaffe clarified that the Council was not being asked to decide who would construct or operate the proposed padel court project. The issue before the Council was whether to accept a $200,000 contribution toward a future recreational or community improvement in exchange for granting extended construction hours, without restricting the contribution to that specific project.

Council Member Fuller responded that the proposed agreement would need to be

amended because, as drafted, the $200,000 contribution was specifically designated for a padel court and included terms relating to membership and the court's location. He requested that the agreement be revised if the intent was to permit the contribution to be used for a broader recreational purpose rather than exclusively for the proposed padel court.

Council Member Yaffe supported accepting the $200,000 contribution but objected to restricting its use to the proposed padel court or other terms contained in the agreement. He requested that the Town accept the funds and retain discretion to determine the appropriate recreational or community purpose for which they would be used.

Mayor Salver reiterated concerns regarding the proposed 7:00 a.m. start time and Saturday construction work and requested that any authorization includes a definite expiration date. He then asked Matthew Amster to explain the circumstances leading to the request and to provide an overview of the anticipated work schedule, project needs, and expected benefits of the proposed extended hours.

Matthew Amster, attorney representing the owner and developer, explained that the building was substantially complete and that the remaining work was primarily interior. The project team requested extended construction hours to accelerate completion and reduce the duration of the project's impact on the Town. He stated that the goal was to complete the project by the end of the year, which could allow the completed property to be placed on the tax roll the following year. He advised that, during discussions with the Town Manager, the parties considered a contribution toward a recreational improvement as a community benefit in exchange for the requested extended hours. The supporting materials referencing a padel court were intended only to provide guidance and estimated costs and were not intended to restrict the Town's use of the contribution. He confirmed that the funds could be used for any community purpose selected by the Town. He further stated that the requested early-morning and Saturday hours would be limited primarily to less-intrusive interior work. Because the building was already constructed and contained on-site parking, he stated that workers could park within the project rather than on surrounding Town streets.

Council Member Rappaport expressed support for revising the approval to clearly limit the extended hours to interior work. He acknowledged that a 7:00 a.m. start could provide necessary staging time before active work begins and stated a willingness to retain the earlier start time. However, he recommended eliminating Saturday work and expressly incorporating the interior-work limitation into the approval.

Council Member Fuller supported limiting the extended construction hours exclusively to interior work and treating the $200,000 contribution as an unrestricted payment to be used by the Town for a purpose determined by the Council. He also requested that the approval include a definite expiration date or sunset provision. He emphasized the importance of completing the project and obtaining the certificate of occupancy before January 1 so the property could be added to the tax roll for the following year. He expressed concern that a delay until

after January 1 could result in the Town losing an additional year of tax revenue. He suggested including a completion deadline and potentially a penalty if the certificate of occupancy was not obtained by the specified date.

Mayor Salver referenced a similar memorandum of understanding previously approved for the Well that permitted extended construction hours. He requested confirmation of the date that authorization was granted, its applicable completion deadline, and how long the extended hours had remained in effect. He recalled that June 30 may have been established as a deadline for a related project component, possibly the kayak facility, but requested verification of the relevant dates and terms.

Town Manager Noel stated that the Well had extended hours for interior work.

Mayor Salver recalled that, when extended construction hours were approved for the Well, the applicant said that the project was in its final stages and that the extended hours would be needed for no more than approximately 60 days. He requested that the present approval contain terms and limitations comparable to those included in the prior agreement.

Mr. Amster reiterated that the requested Saturday work was intended to support completion of the project by the end of the calendar year and advised that eliminating Saturdays could delay the schedule. He explained that the development was a for-sale condominium project with numerous units already under contract and that the developer would need to obtain at least a temporary certificate of occupancy before those sales could close. He stated that these contractual and financial obligations provided the developer with a substantial incentive to complete the project as quickly as possible.

Council Member Fuller stated that Saturday work would be acceptable provided the extended hours were limited to interior construction and did not disturb neighboring properties. In exchange for granting the requested schedule, he proposed requiring the developer to obtain the certificate of occupancy in time for the property to be placed on the tax roll before the end of the year. He further suggested imposing an additional $200,000 payment if the developer failed to meet that deadline, reasoning that the amount would help offset the anticipated loss of tax revenue.

Mr. Amster asked whether the proposed year-end requirement could be satisfied through issuance of a temporary certificate of occupancy rather than a final certificate of occupancy. He suggested providing periodic progress reports as the project approached completion so the Council could evaluate the remaining work and anticipated timeline. He cautioned that the certificate-of-occupancy process depends not only on the developer’s efforts but also on Town inspections and approvals from other governmental agencies. He acknowledged that all parties shared the goal of completing the project promptly. He requested flexibility in addressing minor delays that might occur for reasons beyond the developer’s control.

Council Member Fuller disagreed that the Town and the developer necessarily had

identical interests regarding the year-end deadline. He noted that, although the developer had an incentive to complete and sell the units, obtaining the applicable certificate after December 31 could delay the property's placement on the tax roll and provide a financial benefit to the developer. He emphasized the need for a firm year-end deadline.

Mr. Amster stated that the developer's financial incentive was to complete the project and close the contracted unit sales as soon as possible. He argued that imposing an additional $200,000 penalty could unfairly penalize the developer, which had requested extended hours specifically to expedite the remaining interior work.

Mayor Salver requested a project timeline and a definite sunset provision.

Town Attorney Gimenez clarified that placement of the property on the tax roll is generally based upon the Property Appraiser's determination of substantial completion rather than solely upon issuance of a temporary or final certificate of occupancy. Accordingly, the approval could be conditioned upon the Property Appraiser determining that the project was substantially complete by the applicable deadline.

The Council discussed imposing a monthly payment if the project continued beyond December 31 rather than automatically requiring an additional $200,000 payment. Amounts of approximately $35,000 per month and $25,000 per month were discussed; however, no final amount was established during this portion of the discussion.

Town Manager Noel recommended that the extended hours be approved in 30-day increments, with the applicant required to meet with the Town Manager and reapply each month. He further recommended authorizing the Town Manager to revoke the extended hours if noise violations or other compliance issues occurred.

The Council supported monthly progress reports and compliance reviews.

Mr. Amster requested treatment comparable to other developments previously granted extended hours.

Staff and Council members distinguished the prior approval granted to The Well, noting that The Well had provided the Town with improvements and contributions valued at more than $400,000, including work at the kayak park and additional benefits associated with its development approval.

Mr. Amster indicated that the applicant could agree to a schedule of Monday through Saturday, from 7:00 a.m. to 7:00 p.m., limited to interior work, together with the original $200,000 contribution and an additional payment of approximately $25,000 for each month the project extended beyond December 31.
Council members emphasized that "interior work" would not permit exterior cutting or other activities producing noise audible from surrounding residential properties.

Concerns were also raised regarding construction-related food trucks stopping on Town streets on Saturdays.

Mr. Amster agreed to require such vehicles to enter and remain on the project property rather than stopping or parking in the roadway.

A motion was made by Council Member Yaffe to approve the item as amended, seconded by Council Member Rappaport. The motion carried with a 5-0 vote with Vice Mayor Bruder and Council Member Diallo absent.

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.

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

Council Member Yaffe acknowledged the Mayor's reasons for calling the meeting but expressed concern regarding workshops or special meetings being scheduled on short notice and used to address significant matters without sufficient advance preparation or written materials. He stated that, absent an emergency, important policy issues should not be considered through a last-minute meeting process. He requested clarification regarding the procedures for calling and setting the agenda for a special meeting, including the authority of the Mayor or two Council members to convene such a meeting and whether additional Council members may add items to an agenda initiated by others. He emphasized the need for clear, consistent procedures to avoid future confusion.

Mayor Salver explained that the intent had been to hold a more informal workshop-style discussion rather than a formal special Council meeting. He stated that some residents may feel more comfortable participating in a workshop or town hall setting than speaking during a regular Council meeting under formal public-comment procedures. He noted that the Town Code contains provisions governing special meetings and advance notice requirements but requested legal guidance regarding the available meeting formats. He stated that a separate meeting focused on micromobility was intended to encourage public participation and prevent the issue from consuming a substantial portion of a regular Council meeting agenda.

Council Member Yaffe requested that the Town Attorney review the laws, regulations, and Town procedures governing workshops, noting that there may be limitations regarding who may call a workshop meeting and how such a meeting must be noticed and conducted.

Town Attorney Cruz-Gimenez advised that further review was required regarding workshop meetings. With respect to special meetings, the Town Charter identifies who may call a meeting—the Mayor or two Council members—but does not establish a specific notice period. In the absence of an express timeframe, the Town has applied a reasonableness standard, although what constitutes reasonable notice could be subject to differing interpretations. She recommended adopting written policies and procedures establishing consistent notice and

agenda requirements for special meetings. She further advised that a memorandum was being prepared regarding best practices used by Miami-Dade County and other municipalities, including procedures for calling special meetings and determining who may place matters on the agenda. The memorandum would be distributed to the Council for consideration, with possible discussion at the August Council meeting.

Council Member Yaffe requested that the Town Attorney's memorandum also address the procedures and legal authority for scheduling workshop meetings. He noted that workshops were typically scheduled by consensus or direction of the Council during a public meeting and requested clarification as to whether a workshop could be called or scheduled without prior Council authorization at a regular meeting.

Town Attorney Gimenez clarified that, instead of convening a formal special Council meeting, a publicly noticed meeting could be scheduled to permit one or more Council members to discuss a specific matter with members of the public in compliance with the Sunshine Law. Such a meeting would not require a quorum and could provide a more informal, free-flowing forum for discussion. All Council members could attend and participate, provided the meeting was properly noticed and otherwise conducted in accordance with applicable public-meeting requirements.

Council Member Fuller stated that the concern was not the purpose of the meeting, but the short notice and lack of scheduling coordination. He noted that the meeting conflicted with a local high school graduation, potentially limiting public participation, and requested that future policies require reasonable advance notice and an effort to coordinate nonemergency meeting dates with Council members.

Consensus was reached to come up with the best practices and recommendations on how to address special meetings and workshops and bring back to Council.

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.

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

The Council discussed the potential addition of kayak and paddleboard rentals at the waterfront park. Council members noted that rentals would allow residents who do not own or cannot transport equipment to use the park's waterfront amenities. Staff advised that the park design includes an approximately 20-foot-by-20-foot area intended for equipment storage.

The Council directed the Town Manager to explore available vendors and negotiate potential terms, including costs, operations, aesthetics, parking, storage, and liability, and to return with a complete proposal and final agreement for Council consideration. The sample agreement included in the agenda materials was acknowledged as preliminary, and no authority to execute an agreement was granted during this discussion.

A motion was made by Council Member Fuller directing the Town Manager to negotiate and bring a full proposal and agreement back to council, seconded by Council Member Yaffe. The motion carried with a 5-0 vote with Vice Mayor Bruder and Council Member Diallo absent.

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.

**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**

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

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

Both items 16 and 23 are being heard concurrently.

A motion was made by Council Member Fuller to approve the ordinance on first reading, seconded by Council Member Yaffe. The motion carried with a 6-0 vote with Council Member Diallo absent.

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

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

Council Member Fuller requested clarification and consistency regarding communications with the press. He referenced a prior internal practice under which media inquiries were directed exclusively to the Town Manager unless the Council designated another individual to speak on its behalf. Noting that some Council members now wished to communicate directly with the media, he requested that the Council establish a clear policy governing such communications.

Mayor Salver stated that, despite having served on the Council for several years, he did not recall the adoption of any formal policy restricting Council members'

communications with the press and noted that no written policy appeared to exist.

Council Member Fuller stated that they did have an oral discussion which has brought this item up for discussion.

Mayor Salver stated that each member, as an elected official, should remain free to communicate personal views to the press and the public. He acknowledged that certain sensitive or official matters may appropriately be addressed by the Police Chief, Town Manager, Town Attorney, Communications Director, or another designated spokesperson, but opposed imposing a general restriction on Council members' ability to discuss issues in their individual capacities.

Council Member Yaffe agreed that elected officials may freely express their personal views to the press, provided they clearly indicate that they are speaking individually and not on behalf of the Town or the entire Council. He acknowledged that differing opinions among Council members are appropriate.

Council Member Fuller clarified that the purpose of the discussion was to establish a consistent policy regarding media communications. He stated that the Council could either permit members to communicate openly with the press in their individual capacities, provided they do not speak on behalf of the Town, or continue directing media inquiries through the Town Manager. He emphasized the need for a clear and uniformly understood approach.

Town Manager Noel recommended that Council members consult with the administration before commenting to the press regarding an active or ongoing investigation. He cautioned that public statements could inadvertently compromise an investigation, particularly when the matter is being handled jointly with other jurisdictions. He advised that Council members could first contact him so he could coordinate with the Police Chief and Communications Director. He also noted that the Communications Director's prior experience as a public information officer could assist Council members in determining whether and how to respond. He acknowledged, however, that Council members retain their individual First Amendment rights to speak publicly.

**Adjournment:**

There being no further business to discuss before the council, a motion was made by Council Member Yaffe to adjourn the meeting at 9:57 p.m.

Accepted this _____ day of _____, 2026.

_____
Isaac Salver
Mayor

ATTEST

_____
Evelyn Herbello, MMC
Town Clerk

**AGENDA ITEM REPORT**
August 19, 2026

**ITEM NUMBER: 5.**

**ITEM:** Consideration and Approval of a resolution approving the Ruth K. Broad K-8 Center Nurse Initiative Memorandum of Understanding between the City of Miami Beach ("CMB"), North Bay Village ("NBV"), the Town of Bay Harbor Islands ("TBHI"), the Town of Surfside ("TS"), Bal Harbour Village ("BHV"), and the Miami Beach Chamber Education Foundation, Inc. ("MBCEF") (collectively, the "Parties"), to provide for funding and for the implementation of a Nurse Initiative for the school year 2026-2027, at a pro rata share of $10,140. Town Manager

**DESCRIPTION:**
Approval of the Ruth K. Broad K-8 Center Nurse Initiative Memorandum of Understanding between the City of Miami Beach ("CMB"), North Bay Village ("NBV"), the Town of Bay Harbor Islands ("TBHI"), the Town of Surfside ("TS"), Bal Harbour Village ("BHV"), and the Miami Beach Chamber Education Foundation, Inc. ("MBCEF") (collectively, the "Parties"), to provide for funding and for the implementation of a Nurse Initiative for the school year 2026-2027, at a pro rata share of $10,140.

The Nurse Initiative Program came forth in 2013 due to a determination that students at Miami Beach North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad Bay Harbor K-8 Center did not have full-time on-site healthcare services and were, thus, underserved as compared to other public schools in the feeder pattern that falls within the City of Miami Beach.

Several years ago, the Town of Bay Harbor Islands ("Town") entered into a Memorandum of Understanding ("MOU") with the City of Miami Beach, North Bay Village, Bal Harbour Village, the Town of Surfside ("Participating Municipalities"), and the Miami Beach Chamber Education Foundation ("MBCEF"), to fund and implement the Nurse Enhancement Initiative for Ruth K. Broad Bay Harbor K-8 Center. Such agreement has been amended.

During the 2025-26 school year, youth at Ruth K. Broad K-8 received 217 mental health sessions during the two days of weekly service.

The MOU needs to be amended again to assign the proportionate share of funding to participating municipalities for FY 2026-2027, requiring the Town to contribute $10,140.

**RECOMMENDED ACTION:**
Council Discretion

---

**FINANCIAL ANALYSIS:**
Funds in the amount of $10,000 were appropriated in FY 2024 Budget, Account No. 001.5120.400049.000 Other current Charges School Nurse. The fiscal impact is $8,112.

**BUDGET IMPACT:**

---

Submitted By: Evelyn Herbello, Town Clerk

**ATTACHMENTS**

| | |
|---|---|
| 1. | Resolution-2026-2027 MOU Nurse Initiative |
| 2. | LTC 201-2026 - Nurse Enhancement Initiative Behavioral Health Services 2025-26 |
| 3. | Form Approved - Amendment No. 9 -MOU for Nurse Enhancement Initiative |

**RESOLUTION NO. _____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE RUTH K. BROAD K-8 CENTER NURSE INITIATIVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR ISLANDS, THE TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION, INC.; APPROVING THE TOWN'S PRO RATA CONTRIBUTION IN THE AMOUNT OF $10,140 FOR THE 2026-2027 SCHOOL YEAR; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** The Ruth K. Broad K-8 Center serves students and families throughout the North Bay area community;

**WHEREAS,** The City of Miami Beach, North Bay Village, the Town of Bay Harbor Islands, the Town of Surfside, Bal Harbour Village, and the Miami Beach Chamber Education Foundation have partnered to support educational and student wellness initiatives;

**WHEREAS,** The Parties desire to continue the Nurse Initiative for the 2026-2027 school year to provide nursing services and health-related support to students attending Ruth K. Broad K-8 Center;

**WHEREAS,** The proposed Memorandum of Understanding establishes the funding responsibilities and implementation framework for the Nurse Initiative;

**WHEREAS,** The Town of Bay Harbor Islands' pro rata share of the program cost is $10,140 for the 2026-2027 school year; and

**WHEREAS,** The Town Council finds that participation in the Nurse Initiative promotes the health, safety, and welfare of students and is in the best interests of the Town and its residents.

**NOW, THEREFORE, BE IT RESOLVED 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. APPROVAL.** The Town Council hereby approves the Ruth K. Broad K-8 Center Nurse Initiative Memorandum of Understanding among the City of Miami Beach, North Bay Village, the Town of Bay Harbor Islands, the Town of Surfside, Bal Harbour Village, and the Miami Beach Chamber Education Foundation, Inc., and approves the Town's funding contribution in the amount of $10,140 for the 2026-2027 school year.

**SECTION 3. AUTHORIZATION.** The Town Manager is authorized to execute the Memorandum of Understanding and any related documents necessary to implement the Nurse Initiative.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall become effective 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

Docusign Envelope ID: 480831DA-D8BF-8A77-8228-C3FF1D3F32BE

MIAMIBEACH

OFFICE OF THE CITY CLERK
NO. LTC # 201-2026

# LETTER TO COMMISSION

TO: Honorable Mayor Steven Meiner and Members of the City Commission

FROM: Eric T. Carpenter, City Manager

DATE: May 12, 2026

SUBJECT: Nurse Enhancement Initiative Behavioral Health Services 2025-26

This Letter to Commission provides an update to the Mayor and City Commission on the continued implementation of the Behavioral Health (Nurse) enhancement initiative for the 2025-26 school year at North Beach Elementary, Miami Beach South Pointe Elementary, Miami Beach Fienberg Fisher K-8, Biscayne Beach Elementary, Treasure Island Elementary, Ruth K. Broad Bay Harbor K-8 Center, Miami Beach Nautilus Middle School, and Miami Beach Senior High School.

**Key Outcomes (2025-26)**

- **Total sessions: 2,522 (up from 1,370 in 2024-25)**
- **Unduplicated youth served: 334 (up from 252 in 2024-25)**
- **Participating public schools: 8**
- **Average sessions per student: 7.5 (compared to 5.4 in 2024-25)**

The initiative is supported by a partnership with neighboring municipalities, Jessie Trice Community Health System (new partner 2025-26), The Children's Trust, and the Miami Beach Chamber Education Foundation. Services were delivered on-site by licensed clinical social workers (see Attachment A), increasing access and reducing barriers to care. Utilization across Miami Beach public schools reflects continued program growth and deepening partnerships as reflected in the table below:

| Miami Beach Public Schools Behavioral Health (Nurse) Enhancement Initiative Utilization | | | |
|---|---|---|---|
| | **2023-2024** | **2024-2025** | **2025-2026** |
| Total Sessions | 779 | 1,370 | 2,522 |
| Youth Supported | 131 | 252 | 334 |
| Participating Public Schools | 8 | 8 | 8 |
| Average Sessions per Youth | 5.9 | 5.4 | 7.5 |

Targeted assessments and interventions included adaptive assessments, social histories, truancy-related visits, psychoeducational groups, and individualized background screens. Supports provided include, but are not limited, to the following:

- Academic Issues
- Attention Issues
- Anger Management
- Anxiety
- Depression
- Disruptive Behavior
- Stress Management
- Family Issues

This initiative supports our strategic priority to be known for educational (PreK-12) excellence. If you have any questions, please feel free to contact Dr. Leslie Rosenfeld, Chief Education and Performance Officer.

Attachment A: 2026 Behavioral Health (Nurse) Enhancement Initiative Metrics by School

DS Initial
JG LR

JDG/LDR

Docusign Envelope ID: 480831DA-D8BF-8A77-8228-C3FF1D3F32BE

Attachment A

2026 Behavioral Health (Nurse) Enhancement Initiative Metrics by School

| Behavioral Health Miami Beach - Report Totals | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Miami Beach Schools** | Miami Beach Senior | Biscayne Elem. | Nautilus Middle | North Beach Elem. | Ruth K. Broad Elem. | South Pointe Elem. | Treasure Island | Fienberg Fisher K-8 | Totals |
| **# Encounters overall** | **405** | **579** | **246** | **248** | **217** | **257** | **102** | **468** | **2522** |
| # PHQ A Screens* | 20 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 21 |
| # Initial Background Screen | | | 6 | | | | | 26 | 32 |
| # Social History | | | 3 | | | | | 24 | 27 |
| # Adaptive Assessments | | | 3 | | | | | 17 | 20 |
| # Truancy Related (visit, Screen) | | | 6 | | | | | 57 | 63 |
| # Psychoed Groups | 7 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 10 |
| # ACES** | 24 | 14 | 5 | 6 | 5 | 7 | 4 | 4 | 69 |
| # PSC35*** | 16 | 20 | 3 | 7 | 6 | 7 | 3 | 2 | 64 |
| **# Unduplicated Students** | **46** | **37** | **69** | **15** | **15** | **14** | **11** | **127** | **334** |

* Patient Health Questionnaire for Adolescents

** Adverse Childhood Experiences

*** Pediatric Symptom Checklist

**AMENDMENT NO. 9**
**TO THE MEMORANDUM OF UNDERSTANDING AMONG**
**THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR ISLANDS, THE TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION, INC.**
**TO IMPLEMENT A NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2026/2027**

This Amendment No. 9 (the "**Amendment**") is made and entered into this ____ day of _____, 2026, by and among the **City of Miami Beach, Florida** ("**CMB**"), a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1700 Convention Center Drive, Miami Beach, Florida 33139; **North Bay Village** ("**NBV**"), a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1666 John F. Kennedy Causeway, #3, North Bay Village, Florida 33141; the **Town of Bay Harbor Islands** ("**TBHI**"), a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154; the **Town of Surfside** ("**TS**"), a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 9293 Harding Avenue, Surfside, Florida 33154; **Bal Harbour Village** ("**BHV**"), a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 655 96th Street, Bal Harbour, Florida 33154; and the **Miami Beach Chamber Education Foundation, Inc.**, a Florida not-for-profit corporation ("**MBCEF**"), having its principal place of business at 1920 Meridian Avenue, 3rd Floor, Miami Beach, Florida 33139 (individually and/or collectively, the "Parties") to amend that certain Memorandum of Understanding entered into on May 17, 2018 (as amended by Amendments No. 1 through No. 8, the "**MOU**"), as follows:

## RECITALS

**WHEREAS**, the Parties have determined that a program to provide healthcare services to students attending underserviced public schools is in the best interests of the health and public welfare of CMB, NBV, TBHI, TS and BHV (individually and/or collectively, the "**Participating Municipalities**");

**WHEREAS**, following the Parties' determination that students at Miami Beach North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad Bay Harbor K-8 Center (individually and/or collectively, the "**Participating Schools**") did not have full-time on-site healthcare services and were, thus, underserved as compared to other public schools in the feeder pattern that falls within the City of Miami Beach, the Parties entered into a Memorandum of Understanding on August 19, 2013 for a Nurse Initiative, and another Memorandum of Understanding on April 23, 2014, to provide healthcare services to the Participating Schools during the 2013/2014 and the 2014/2015 School Years;

**WHEREAS**, due to the success of the Nurse Initiative during the 2013/2014 and 2014/2015 School Years, the Parties implemented an enhanced nurse initiative ("**Nurse Enhancement Initiative**") for the 2015/2016, 2016/2017, and the 2017/2018 School Years for the Participating Schools because the basic healthcare services previously funded in the Nurse Initiative by the Participating Municipalities, the MBCEF, and the Children's Trust ("**TCT**"), were provided by TCT via the new School Health Programs;

**WHEREAS,** on May 17, 2018, each of the Participating Municipalities and MBCEF executed the MOU for the continuation of the Nurse Enhancement Initiative for the Participating Schools for the 2018-2019 School Year;

**WHEREAS,** the Parties executed Amendment No. 1 to the MOU, dated December 24, 2018, adding an additional day of service at Ruth K. Broad Bay Harbor K-8 Center;

**WHEREAS,** on September 11, 2019, the Mayor and City Commission adopted Resolution No. 2019-30956, approving Amendment No. 2 to the MOU and approving funding of CMB's contribution for each subsequent School Year, on a recurring basis, subject to funding approval during CMB's budgetary process and provided that CMB's contribution amount does not exceed $15,400.00;

**WHEREAS**, the Parties have extended the Nurse Enhancement Initiative for the Participating Schools through a series of amendments: (a) Amendment No. 2, dated as of September 19, 2019, for the 2019-2020 School Year, (b) Amendment No. 3, dated as of August 19, 2020, for the 2020-2021 School Year, (c) Amendment No. 4, dated as of July 21, 2021, for the 2021-2022 School Year, (d) Amendment No. 5, dated July 26, 2022, for the 2022-2023 School Year, (e) Amendment No. 6, dated July 28, 2023, for the 2023-2024 School Year, and (f) Amendment No. 7, dated as of July 10, 2024, for the 2024-2025 School Year;

**WHEREAS,** on September 08, 2025, the Mayor and City Commission adopted Resolution No. 2025-33852, approving Amendment No. 8 to the MOU and approving funding of CMB's contribution for each subsequent School Year, on a recurring basis, subject to funding approval during CMB's budgetary process and provided that CMB's contribution amount does not exceed $19,250.00;

**WHEREAS,** on October 10, 2025, the Parties executed Amendment No. 8 to the MOU for the 2025-2026 School Year;

**WHEREAS**, due to the continued success of the Nurse Enhancement Initiative services, the Parties wish to provide the Nurse Enhancement Initiative for the 2026-2027 School Year;

**WHEREAS**, a Nurse Enhancement Initiative should be established at the Participating Schools for School Year 2026-2027 as herein provided and pursuant to a separate agreement between MBCEF and TCT; and

**WHEREAS**, MBCEF shall provide funding to TCT for the 2026-2027 Nurse Enhancement Initiative in the amount of $8,750.00.

**NOW, THEREFORE**, in consideration of the mutual promises and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to amend the MOU as follows:

1. **ABOVE RECITALS**. The above recitals are true and correct and are incorporated as part of this Amendment.

2. **MODIFICATIONS**. The MOU is hereby amended (deleted items ~~struck through~~ and inserted items underlined) as follows:

(a) Paragraph 3 of the MOU is hereby amended to read as follows:

On or before ~~October 31, 2025~~ October 31, 2026, the Participating Municipalities shall provide their proportionate share of the funds for the ~~2025-2026~~ 2026-2027 Nurse Enhancement Initiative to MBCEF, subject to budget approval by the Participating Municipalities, which funds MBCEF shall hold in escrow pending the execution of its agreement with TCT, referenced in paragraph 1 of the MOU. The Participating Municipalities' proportionate share of funding for the ~~2025-2026~~ 2026-2027 School Year shall be paid by ~~October 31, 2025~~ October 31, 2026, in the following amounts for 44 weeks, from ~~October 1, 2025 to June 5, 2026~~ October 1, 2026 to June 5, 2027 and ~~August 1, 2025 to September 30, 2025~~ August 1, 2027 to September 30, 2027:

**i)** CMB shall provide funding in the amount of $19,250;
**ii)** NBV shall provide funding in the amount of $8,250;
**iii)** TBHI shall provide funding in the amount of $10,140 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center;
**iv)** TS shall provide funding in the amount of $10,140 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center; and
**v)** BHV shall provide funding in the amount of $10,140 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center.

3. **RATIFICATION**. Except as amended herein, all other terms and conditions of the MOU shall remain in full force and effect. In the event there is a conflict between the provisions of this Amendment and the MOU, the provisions of this Amendment shall govern.

**[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]**

**IN WITNESS THEREOF**, the Parties hereto have executed by their respective and duly authorized officers the day and year first above written.

**ATTEST:**

By: _____

Rafael E. Granado, City Clerk

Date: _____

**CITY OF MIAMI BEACH, FLORIDA**

_____

Eric T. Carpenter, P.E. City Manager

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney ECR 06/10/26
Date

**ATTEST:**

**NORTH BAY VILLAGE, FLORIDA**

By: _____

_____

Alba L. Chang, Village Clerk

Frank Rollason, Village Manager

Date: _____

**ATTEST:**

**TOWN OF BAY HARBOR ISLANDS, FLORIDA**

By: _____

Evelyn Herbello, Town Clerk

_____

Lindsley Noel, Town Manager

Date: _____

**ATTEST:**

**TOWN OF SURFSIDE, FLORIDA**

By: _____

_____

Sandra N. McCready, Town Clerk

Mario Diaz, Acting Town Manager

Date: _____

**ATTEST:**

**BAL HARBOUR VILLAGE, FLORIDA**

By: _____

Dwight S. Danie, Town Clerk

_____

Jorge M. Gonzalez, Village Manager

Date: _____

**ATTEST:**

**MIAMI BEACH CHAMBER EDUCATION FOUNDATION, INC., a Florida not-for-profit corporation**

By: _____

_____

Brittnie Bassant, President & CEO

Date: _____

**AGENDA ITEM REPORT**
August 19, 2026

**ITEM NUMBER: 6.**

**ITEM:** Consideration and approval of a 3rd Proposal from Florida Draw Bridges Inc. (FDI) in the amount of $213,084 to install steel plates over severely deteriorated header joints on the Broad Causeway Intracoastal Waterway Bridge. Town Manager

**DESCRIPTION:**
**INTRODUCTION**

FDOT emails dated 12/19/2025 & 2/26/2026 warned about critical repairs to the Sheppard Broad Causeway ICWW Bridge, and the town aggressively started the process to undertake the necessary work. Since then, all the work that was identified in the FDOT emails has been successfully completed and paid for.

Table No. 1 illustrates the repair and maintenance costs approved for the Sheppard Broad Causeway ICWW Bridge since 14 January 2026.

**Table 1**
**Summary of Repair Costs for the ICWW Bridge**
**Approved in favor of Florida Draw Bridges Inc. (FDI)**

| No. | Council Meeting Date | Amount Approved | Emergency Repairs Y/N | Maintenance Y/N | Remarks |
|---|---|---|---|---|---|
| 1 | 14 Jan | $473,800.00 | N | Y | Maintenance – brakes, ATS, sump pumps etc. |
| 2 | 12 March | $607,179.94 | Y | N | Temporary support; repairs to Pier Caps 12 and 20. |
| 3 | 22 April | $670,879.00 | Y | N | Repairs to Pier Caps 9, 20, 28 and 29. |
| 4 | 22 April | $149,361.00 | N | N | Repairs to header joint, joint seal and barrier wall |
| 5 | 13 May | $36,155.00 | Y | N | Change Order for Pedestal # 3 of Pier cap 9 |
| 6 | 19 August | | | | Steel Plates over severely deteriorated header joints ($213,084) |
| | TOTAL | $1,937,374.94 | $1,463,574.94 | $473,800 | |
| | BALANCE | | $26,000 | $427,576.10 | $26,000 saved |

As with any 75-year-old bridge that is in a corrosive environment, constant repairs and maintenance are required to keep the structure in safe operating condition. Item # 4 in Table # 1 addressed header joint repairs. Out of nineteen joint (19) repairs that were completed in that PO, eight (8) had to be reworked. The cause of failure of the eight reworked repairs was that concrete deterioration was continuous from top to bottom of the deck slabs and extended considerable distances from the slab edges. The replacement concrete of the reworked repairs had no structurally sound concrete to adhere to and collapsed.

**Repair Options**

The new bridge is expected to be commissioned in 2032-2034, and therefore the existing bridge is required to stay in service for another 6-8 years. The selected repair option shall therefore represent an optimal mix of longevity and costs. The following repair options were considered:

1. Remove and replace weakened concrete associated with the header joints. This will be very costly because of the volume of deteriorated concrete that must be replaced. This option is cost prohibitive with no guarantee of success, since the full extent of compromised concrete has not been determined. This option may also require prolonged lane/bridge closures.

2. Modular expansion joint systems may be used to replace deficient joints, but this option is also expensive with no guarantee of success, as it is dependent on attaching the new jointing system to structurally sound concrete. This option may also require prolonged lane/bridge closures.

3. Utilize 5/8” thick steel plates to go over deficient joints and distribute traffic loads to deck slab concrete that is structurally sound. This option will not require prolonged lane/bridge closures.

Of the three, option number 3 is by far the cheapest since it does not require removal and replacement of weakened concrete at the header joints. Although it is not a permanent repair like the other two, it is expected to last for 6-8 years or until the bridge is decommissioned.

**DISCUSSION**

To avoid delays and to undertake the necessary work before the re-opening of school in August 2026, the Town Manager authorized Florida Draw Bridges Inc. (FDI) on 6 July 2026 to begin work. FDI requires a lead time of about 2 weeks to procure materials.

This temporary repair methodology for deteriorated expansion (header) joints was used successfully on the Venetian Causeway, and photographs of the finished work are attached.

**RECOMMENDED ACTION:**

---

**FINANCIAL ANALYSIS:**
GL Line-Item Number: 402.5415.400063.000

Total Amount Budgeted: $1.0M

Encumbered Amount: $1.937M

Balance Remaining: $0.0M

A budget amendment will be sought to cover $213,084.00

**BUDGET IMPACT:**

Submitted By: Randy Daniel, Town Engineer

**ATTACHMENTS**

| | |
|---|---|
| 1. | FDI PROPOSAL TO INSTALL STEEL PLATES |
| 2. | PHOTOGRAPHS OF STEEL PLATES AT VENETIAN CAUSEWAY |
| 3. | Town of Bay Harbor - Bridge Repairs FDI - Resolution |

# PROPOSAL

FDI Services
Bridges, Roads, Facilities

| DATE | PROPOSAL |
|---|---|
| 7/1/2026 | 70126 |

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

| Work Description |
|---|
| Broad Causeway Bridge 5/8" plate installation |

| | Pay Item, Bid, or Work Description | Unit | Quantity | Unit Price | Subtotal |
|---|---|---|---|---|---|
| | **A. In house Labor (Oversight, Site Supervisor, concrete workers, etc.)** | LS | 1.00 | $ 68,544.00 | $68,544.00 |
| | **B. Equipment (Trucks, milling equipment, trailers, tools, etc.)** | LS | 1.00 | $ 28,700.00 | $28,700.00 |
| | **C. Materials (5/8" Steel Plates, bolts, asphalt, concrete, misc materials)** | LS | 1.00 | $ 108,000.00 | $108,000.00 |
| | **D. MOT** | LS | 1.00 | $ 7,840.00 | $7,840.00 |
| | | **GRAND TOTAL** | | | **$213,084.00** |

**Note: Permits not included in the price proposal**

**See Page 2 for Detailed Scope of Work**

# PROPOSAL

FDI Services
Bridges, Roads, Facilities

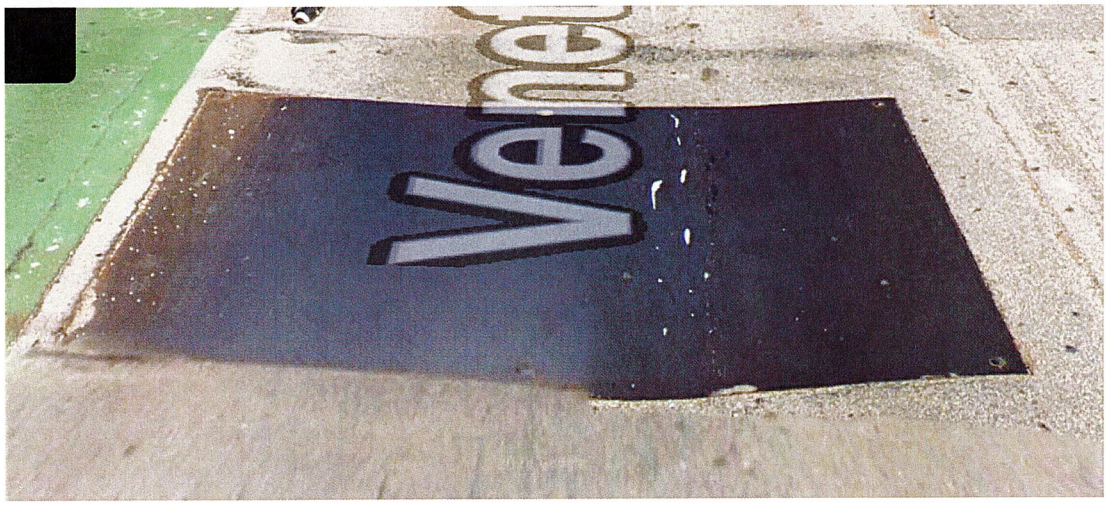
| Locations Plates to be installed | | |
|---|---|---|
| **Joint#** | **Lane#** | **# of individual plates** |
| 3 | 3 & 4 | 4 |
| 5 | 1 & 4 | 4 |
| 20 | 1 & 4 | 4 |
| 26 | 1 & 4 | 4 |
| Additional Plates to be provided to the Town | | 4 |
| | **Total** | **20** |

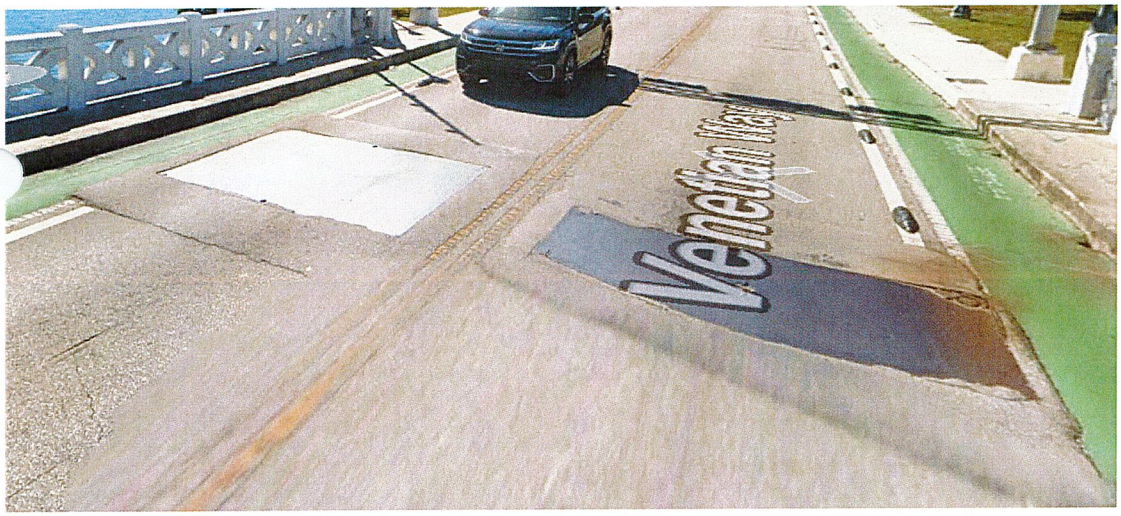
## Randy Daniel

**From:** Xavier de la Torre <xdelatorre@hardestyhanover.com>
**Sent:** Thursday, July 9, 2026 11:17 AM
**To:** Randy Daniel
**Subject:** Re: Broad Causeway - Proposed Joint/Deck Steel Plate Repair

Good morning Randy,

As requested over the phone, please find below pictures from Google Maps of similar plates installed in Venetian Way, Miami Beach, FL.






If you need anything else, please let me know.

Regards,

**Xavier de la Torre, PE (FL)**
*Deputy Project Manager / Associate*
*South District Resources Manager*
*3250 W. Commercial Boulevard, Suite 348, Fort Lauderdale, FL 33309*
e: xdelatorre@hardestyhanover.com
o: 954.368.6355
www.hardestyhanover.com

H&H Designed to Amaze, Engineered to Last®

---

**From:** Xavier de la Torre <xdelatorre@hardestyhanover.com>
**Sent:** Thursday, July 2, 2026 12:45 PM
**To:** Randy Daniel <rdaniel@bayharborislands-fl.gov>
**Cc:** Sam Zamacona <szamacona@bayharborislands-fl.gov>; Henri Sinson <hsinson@hardestyhanover.com>; Steve Hedge <shedge@hardestyhanover.com>; Steven Nappi <snappi@hardestyhanover.com>
**Subject:** Re: Broad Causeway - Proposed Joint/Deck Steel Plate Repair

Good afternoon Randy,

We have completed our internal review of the proposal provided by FDI. Our only comment relates to the total cost of the steel plates; however, considering the relatively small quantity required and the expedited turnaround, we believe the proposed value is reasonable.

**RESOLUTION NO. _____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING A PROPOSAL FROM FLORIDA DRAW BRIDGES, INC. IN THE AMOUNT OF $213,084.00 FOR THE INSTALLATION OF STEEL PLATES OVER DETERIORATED HEADER JOINTS AT THE SHEPPARD BROAD CAUSEWAY INTRACOASTAL WATERWAY BRIDGE; AUTHORIZING IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** The Florida Department of Transportation notified the Town of critical repairs required at the Sheppard Broad Causeway Intracoastal Waterway Bridge and the Town has diligently completed the repairs previously identified;

**WHEREAS,** Since January 2026, the Town has approved and completed substantial bridge repair and maintenance work to maintain the bridge in a safe operating condition;

**WHEREAS,** Certain header joint repairs previously completed have experienced failures due to extensive deterioration of the underlying deck slab concrete;

**WHEREAS,** The existing bridge is anticipated to remain in service for approximately six to eight additional years pending construction and commissioning of a replacement bridge;

**WHEREAS,** The Town evaluated repair alternatives and determined that installation of 5/8-inch steel plates over deteriorated header joints represents the most cost-effective and operationally practical solution;

**WHEREAS,** The proposed repair method has been successfully utilized on the Venetian Causeway and is expected to provide serviceability through the remaining life of the bridge;

**WHEREAS,** To avoid delays and complete the repairs prior to the reopening of schools, the Town Manager authorized Florida Draw Bridges, Inc. to commence work on July 6, 2026; and

**WHEREAS,** The Town Council finds that approval of the proposal from Florida Draw Bridges, Inc. in the amount of $213,084.00 is in the best interests of the Town.

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

**SECTION 1. RECITALS.** The foregoing recitals are true and correct and incorporated herein.

**SECTION 2. APPROVAL.** The Town Council hereby approves the proposal from Florida Draw Bridges, Inc. in the amount of $213,084.00 for installation of steel plates over deteriorated header joints at the Sheppard Broad Causeway Intracoastal Waterway Bridge.

**SECTION 3. IMPLEMENTATION.** The Town Manager is authorized to take all actions necessary to implement this Resolution, including execution of purchase orders, budget amendments, and related project documentation.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall become effective 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**
August 19, 2026

**ITEM NUMBER: 7.**

**ITEM:** Consideration and approval an emergency expenditure of $58,090 to monitor and measure sewage flows associated with Cycle 3 SSES Phase 1 RFI and Phase 2 Regulatory Reporting. Town Manager

**DESCRIPTION:**
**BACKGROUND**

Miami Dade Conty Code (MDCC) requires that Volume Sewer Customers (VSC) of the Miami Dade Water and Sewer Department (MDWSD) comply with the threshold for infiltration and Inflow (I/I) of 5,000 gallon per day-inch-mile (GPDIM). When Cycle 3 Phase 1 Sanitary Sewer Evaluation Survey (SSES) was submitted by Hazen and Sawyer to the Miami Dade Department of Environmental Resources Management (DERM) on November 12, 2022, three (of the six) sewer sub basins were found to be out of compliance. In conjunction with the Public Works Department, a corrective action plan (CAP) was developed by Hazen and Sawyer to bring these basins into compliance.

**INTRODUCTION**

At the 22 April 2026 regular Council meeting Council approved a contract with Hazen and Sawyer to provide engineering services to submit the SSES Cycle 3 Phase 1 RFI and Phase 2 regulatory report to (DERM). These submissions are due by 12 November 2026, and failure to timely submit reports or submit reports that illustrate one or more of the sewage collection basins are not in compliance with the threshold for infiltration and Inflow (I/I), will result in a temporary sewer moratorium placed for the non-compliant basin(s).

To show compliance with the threshold for all sub basins, DERM requires flow monitoring and measurements during the wet season of June 1 to November 30, 2026. The proposal from CMA includes the installation of nine (9) flow meters to obtain the flow data.

**DISCUSSION**

CMA has contracted with a sub-consultant called ADS Environmental Services (ADS) to perform flow monitoring and measurements. ADS is a reputable firm who has worked with the Town before, and who has the expertise to undertake sewage flow monitoring and measurements. A contract amendment was executed to include ADS as a nominated sub consultant with CMA.

**RECOMMENDED ACTION:**
Discuss and consider a contract in favor of Chen Moore and Associates (CMA) in the amount of $58,090 to perform sewage flow monitoring and measurements that are associated with Cycle 3 SSES Phase 1 RFI and Phase 2 Regulatory Reporting.

**FINANCIAL ANALYSIS:**
GL Line-Item Number: 402.5350.400031.000

Total Amount Budgeted: $120,980.00

Encumbered Amount: $43,993.50

Balance Remaining: $76,996.50

**BUDGET IMPACT:**

Submitted By: Randy Daniel, Town Engineer

**ATTACHMENTS**

| | |
|---|---|
| 1. | CHEN MOORE PROPOSAL FOR FLOW MONITORING AND MEASUREMENT |
| 2. | AMENDMENT # 1 CMA SUB CONSULTANTS |
| 3. | Town of Bay Harbor - SSES Phase 1 & 2 - Resolution |

chenmoore

June 15, 2026

Mr. Sam Zamacona, E.I.
Capital Program Improvement Director
Town of Bay Harbor Islands
+1 (305) 866-6241
1045 95th Street
Bay Harbor Islands, Florida 33154

**RE: Town of Bay Harbor Islands – NE 96th St Pump Station Relocation - Civil Engineering – Additional Service #01 – Wastewater Flow Monitoring**
**ChenMoore Proposal No. 26-0326.P00015**

Dear Mr. Zamacona:

Chen Moore and Associates, Inc. (ChenMoore) is pleased to submit the attached Additional Services Agreement for Professional Services and Scope of Services to provide civil engineering services for the above-referenced project located at NE 96th Street in Bay Harbor Islands, Florida.

**PROJECT INTRODUCTION**

The Town of Bay Harbor Islands is seeking ChenMoore's assistance to provide wastewater flow monitoring throughout the Town for the purposes of the Sewer System Evaluation Survey (SSES) report required by Miami-Dade County and for the Town's Sewer Master Plan, being prepared by Hazen and Sawyer. The data resulting from the wastewater flow monitoring will also be used by Hazen and Sawyer to determine the design flows for the new Master Pump Station being designed by ChenMoore. The pump station design flows will be provided by the Town and their consultant, Hazen and Sawyer.

The scope of services is described in further detail below.

The "Client" is the Town of Bay Harbor Islands (BHI)
The "Consultant" is Chen Moore and Associates (ChenMoore)
The "Subconsultant" is ADS Environmental Services (ADS)

**PROJECT STAFFING**

Our staff and team are ready and prepared to work on this project. Chen Moore staff project roles shall be as follows:

Principal – Gregory Mendez, P.E.
Project Manager/Senior Engineer – Sathvika Ramaji, P.E., ENV SP
QA/QC – Aleem Ghany, P.E.

Our subconsultant, ADS, will provide wastewater flow monitoring services.

**SCOPE OF SERVICES**

The scope of services that our firm shall provide as per recent communications, is as follows:

**Task 1 – Project Management**

- Consultant shall provide general project and contract oversight during all phases of this project.
- Task shall include any sub-consultant coordination and communication. The consultant shall serve as the sole point of contact with the client.
- Activities to include:
    - Meetings facilitation.
    - Contract administration on behalf of the consultant and subconsultant.
    - Planning and execution of the overall project.
    - Client communications and coordination.

**Task 2 – Wastewater Flow Monitoring**

- Subconsultant shall provide wastewater temporary flow monitoring, including nine (9) Triton+ flow monitors and two (2) Rain Alert III rain gauges. The duration of the temporary flow monitoring study is one month.
- Subconsultant shall also provide cellular communication from the flow monitors and rain gauges along with access for the Town and/or its consultants to PRISM, the subconsultant's web-based data software.
- Subconsultant shall provide full mobilization/demobilization, installation, equipment, monitoring, full service and maintenance, and data delivery.
- Subconsultant shall attend one (1) Project Initialization meeting for kick-off. The purpose of this meeting is to finalize the project scope, the detailed monitor locations, establish lines of communication, set milestones, and confirm the project schedule. The kick-off meeting shall be scheduled before the planned start date of the monitoring.

- *Task 2 Deliverables include the following:*
    - Maintenance and Confirmation Report
    - Finalized Data (Excel file)

**BASIS OF SCOPE**

The basis for the above scope of services and associated fee(s) is based on the following:

- Reimbursables shall be handled separately.
- The client shall provide any required permit fees.
- Planning, design, permitting, and construction administration or inspection is not included in the scope of these services.
- Hazen and Sawyer will provide ADS with direction regarding the flow monitoring locations, as well as the map of sanitary sewer collection system and connections and flow schematic.
- ChenMoore shall not be responsible for reviewing, confirming, or analyzing any data provided by the subconsultant. The data is provided for the use of the Town and/or its consultants, and shall be reviewed and utilized by Hazen and Sawyer.
- Preparation of any reports, including the SSES Report is not included in the scope of this agreement.
- The Town or its consultant, Hazen and Sawyer, shall provide the following:
    - Map of the sanitary sewer collection system and connections
    - Flow schematic

  - Assistance with locating and access to manholes, pump stations, or other locations necessary for the completion of the flow monitoring and analysis described herein.
  - Assistance in securing access to the sites of work with sufficient area for placement of personnel and equipment, including all right-of-way and ramps, if required
  - A representative that can approve alternate locations
  - All permits and police escorts, as required
  - Have the monitoring sites cleaned, if necessary, to minimize hydraulic deficiencies
  - Any information concerning bypasses, overflows, base flows, critical surcharge areas, and maintenance habits as needed
  - Copies of any previous studies
- ADS shall utilize its standard field and safety procedures. No police details are required.
- There are no special fee/taxes, MBE/WBE requirements, or special permits required. Special permits if required, shall be provided by the Town.
- The Flow and Rainfall Monitoring shall last one (1) month. Any extensions for monitoring shall require an additional services agreement.
- The monitor locations shall be installed per the monitoring plan provided by the Town or its consultant, Hazen and Sawyer. Any monitor relocations after installation shall require an additional services agreement.

**INFORMATION TO BE PROVIDED BY CLIENT**

Information to be provided by Client includes the following:

- Map of the sanitary sewer collection system and connections
- Flow schematic
- Required permits
- Any information concerning bypasses, overflows, base flows, critical surcharge areas, and maintenance habits as needed
- Copies of any previous studies, reports, assessments, and reviews.
- An official Notice to proceed (NTP), Task Order number, and signed proposal.

**SCHEDULE AND FEES**

Consultant shall schedule work after receipt of signed approval for this proposal.

The total lump sum fees for this project are as follows:

| Task(s) | Task Description | Lump Sum Fees | Total Fees |
|---|---|---|---|
| 1 | Project Management | $8,240.00 | $8,240.00 |
| 2 | Wastewater Flow Monitoring | $49,850.00 | $49,850.00 |
| | **TOTAL** | **$58,090.00** | **$58,090.00** |

Reimbursable expenses requested by the Client outside of the items for the tasks above, including delivery of additional copies of items shall be invoiced as defined in our Continuing Services Agreement for Professional Engineering Services.

This proposal is based on our understanding of the requirements for engineering services as itemized under the anticipated tasks listed above. Accordingly, we reserve the right to modify this proposal due to any changes in scope.

Should you have any questions, please do not hesitate to contact me at my office at +1 (786) 497-1500, Ext. 1123, my cell phone at +1 (305) 989-5311 or send me an electronic message at sramaji@chenmoore.com.

Sincerely,

Chen Moore and Associates, Inc.

Sathvika D. Ramaji, P.E., ENV SP

Project Manager, Water and Sewer Infrastructure

Cc: Gregory A. Mendez, P.E., Chen Moore and Associates
Randy Daniel, P.E., Town of Bay Harbor Islands

Attachments: Exhibit A
ADS Environmental Services Proposal
Hourly Fee Breakdown

chenmoore

**EXHIBIT A**

***AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION***

ChenMoore Project Name: **NE 96th St Pump Station Relocation - Civil Engineering – Additional Service #01 – Wastewater Flow Monitoring**
Client Name: **Town of Bay Harbor Islands**
Client Contact: **Mr. Sam Zamacona, E.I., CIP Director**
Client Address: **1045 95th Street, Bay Harbor Islands FL 33154**
Client Phone/Mobile: **+1 (305) 866-6241**
Client E-mail: SZamacona@bayharborislands-fl.gov
ChenMoore Project No. **26-0326.00016 AS01**
Agreement Date: **June 15, 2026**

FEE: Lump Sum of **$58,090.00**.

**The undersigned agree to the attached Scope of Services, and the Continuing Services Contract General Conditions and Provisions which are incorporated and made a part of this Agreement. Any additional requested services will be addressed in a separate Agreement.**

**CHEN MOORE AND ASSOCIATES, INC. (CONSULTANT)**

_____
Authorized Signature

_____
Print Name/Title

_____
Date

**TOWN OF BAY HARBOR ISLANDS (CLIENT)**

_____
Authorized Signature

_____
Print Name/Title

_____
Date

ADS ENVIRONMENTAL SERVICES®

3902 Corporex Drive, Suite 500, Tampa, FL 33619
PHONE: 470-825-0157

www.adsenv.com

A DIVISION OF ADS LLC

09 June 2026

Sathvika Ramaji, PE, ENV SP
Project Manager, Water and Sewer Infrastructure
Chen Moore & Associates
3150 SW 38th Ave., Suite 950
Miami, FL 33146
Phone: (786) 453-9409
Cell : (305) 989-5311
Email: sramaji@chenmoore.com

Re: **Temporary Flow Monitoring for Bay Harbor Islands, Florida with nine flow monitors and two rain gauges for a one-month duration**

Dear Ms. Ramaji:

ADS Environmental Services is pleased to submit this quote for your evaluation and review. The quote includes pricing for temporary flow monitoring for Bay Harbor Islands, Florida. The scope includes temporary flow monitoring with nine (9) Triton$^{+}$ flow monitors and two (2) Rain Alert III rain gauges. The duration of the temporary flow monitoring study is one month. The quote also includes cellular communication from the flow monitors and rain gauges along with access for your team to PRISM, our web-based data software. For the flow monitors and rain gauges, ADS will provide full mobilization/demobilization, installation, equipment, monitoring, full service and maintenance, and data delivery. The final deliverable for this project will be a maintenance and confirmation report and finalized data delivered via Excel file.

If you have any questions regarding this proposal, please do not hesitate to call me at (470) 825-0157 or email me at pwootton@idexcorp.com.

Sincerely,

Patrick D. Wootton, P.E.
Business Development Manager
ADS Environmental Services


ADS Confidential Information

ADS Environmental Services ("ADS") will conduct a temporary flow monitoring study to collect one (1) month of flow data at nine (9) flow monitoring and two (2) rain gauge locations in the sanitary collection system in Bay Harbor Islands, Florida for Chen Moore & Associates ("Client").

The field work will be performed by ADS crews with ADS owned equipment and will be conducted in phases as set forth below:

**Mobilization and Equipment Installation**

1) **Project Initialization Meeting**. The project will begin with a kick-off meeting between representatives of the Client and ADS. The purpose of the meeting is to finalize project scope, the detailed monitor locations, establish lines of communication, set milestones, and confirm the project schedule. The kick-off meeting will be scheduled before the planned start date of monitoring after contract execution and Notice to Proceed.

2) **Site Locations**. ADS will work with Client representatives to identify, verify, and finalize the locations of the flow monitoring and rain gauge installations on maps or schematics supplied.

3) **Site Investigations / Installations**. Following the kick-off meeting, ADS field crew(s) will mobilize to perform the site investigations and installations. ADS will utilize an experienced field crew for field work and will comply with Federal standards for confined-space entry. The proposed flow monitoring locations will be located, and the manholes entered following OSHA confined space entry and DOT traffic control procedures. Field crews consist of two workers, both of whom have received extensive and specialized flow monitoring and safety training and certifications.

The proposed flow monitoring locations will be inspected and verified for hydraulic suitability. ADS will also check for debris in the manhole that could impact data quality and coordinate any required cleaning efforts with the Client. Field crews will look for evidence and signs of erratic flow patterns and will also investigate adjacent manholes, if necessary, to identify the best monitoring locations to achieve the desired results. ADS requests for a Client representative to be available for consultation, during the investigation and installation phases so as to approve any changes in location of the flow monitors to achieve better data results.

The rain gauge sites will also be investigated and installed during this phase. The locations will be selected so that good coverage of the study area is provided to accurately measure storm intensity as they move across the basins. Topography, rain shadowing, accessibility, service concerns and security will be reviewed before final selections are made. A rain gauge is typically mounted on roofs of structures or in fenced in areas to avoid local rain shadowing and to dissuade vandalism.

4) **Equipment**. ADS will utilize the ADS owned Triton$^{+}$ flow monitors and Rain Alert III rain gauges for equipment during this project. A typical monitor installation will include sensors that

3902 Corporex Drive, Suite 500, Tampa, FL 33619
PHONE: 470-825-0157

www.adsenv.com

A DIVISION OF ADS LLC

will be mounted in the pipe or manhole to maximize data quality and a monitor hung near the manhole cover; the sensors will measure a combination of velocity and depth. Ultrasonic depth along with a redundant pressure depth will be used to provide redundancy and surcharge height levels should they occur.

5) **Installation and Site Reports**. A site report will be generated upon completion of the site investigations and installation for each site. The site reports will include details of the general location and installation, physical characteristics and diameters of the proposed monitoring locations, manhole depths, flow measurements, and other comments pertinent to the location such as any special traffic or safety issues.

6) **Monitor Activation**. Once installed the monitors will be activated and set to take readings at **5-minute intervals**. Field crews will take manual depth and velocity readings to validate monitor performance compared to the actual hydraulic conditions at each location.

**Flow Monitoring**

7) **Flow Monitoring**. Once the monitors are installed and verified, ADS will monitor the flow and rainfall for a period of **one (1) month** ("monitoring period").

8) **Data Collection and Equipment Maintenance**. Data will be pushed to ADS' PRISM cloud application. An ADS Data Analyst will review the data at least twice per week for quality control and issue work orders for Field Crews to perform maintenance and site confirmations as necessary to maximize data uptime and accuracy.

9) **Demobilization**. ADS will continue data collection and review until the end of the monitoring period; at which point crews will begin removing the flow monitors.

**Data Analysis and Delivery**

10) **Data Analysis**. During the monitoring period, the Data Analyst will utilize hydrographs, scattergraphs (depth vs. velocity readings) and other analysis tools to verify flow data accuracy. Upon completion of the monitoring period, the analyst will finalize the data.

11) **PRISM Data Access.** From the PRISM interface an authorized user can review collected data, access hydrographs, scattergraphs, and tables. Data can also be exported for use in external applications.

**Client's assistance requested:**

ADS requests the following items from the Client in connection with this Project:

1) Map of the sanitary sewer collection system and connections
2) Flow schematic
3) Provide assistance with locating and access to manholes, pump stations, or other locations necessary for the completion of the flow monitoring and analysis described herein

3902 Corporex Drive, Suite 500, Tampa, FL 33619
PHONE: 470-825-0157

www.adsenv.com

A DIVISION OF ADS LLC

4) Assist ADS in securing access to the sites of work with sufficient area for placement of personnel and equipment, including all right-of-way and ramps, if required.
5) Provide a representative that can approve alternate locations.
6) Provide all permits and police escorts as required.
7) Have the monitoring sites cleaned, if necessary to minimize hydraulic deficiencies.
8) Provide any information concerning bypasses, overflows, base flows, critical surcharge areas, and maintenance habits as needed.
9) Provide a copy of previous studies

ADS ENVIRONMENTAL SERVICES®

3902 Corporex Drive, Suite 500, Tampa, FL 33619
PHONE: 470-825-0157

www.adsenv.com

A DIVISION OF ADS LLC

**Pricing Scope: Temporary flow monitoring with 9 flow monitors and 2 rain gauges for a duration of one-month**

| DESCRIPTION | Unit | Qty | Unit Price | Total |
|---|---|---|---|---|
| Mobilization and Site Selection | Each | 1 | $2,000.00 | $2,000.00 |
| Flow Monitor Site Installation | Each | 9 | $1,300.00 | $11,700.00 |
| Rain Gauge Site Installation | Each | 2 | $600.00 | $1,200.00 |
| Flow Monitoring Data Collection and Analysis; Field Service and Maintenance<br><br>(9 monitors x 1 month = 9 monitor-months) | Monitor-Month | 9 | $3,358.00 | $30,222.00 |
| Rain Gauging Data Collection and Analysis; Field Service and Maintenance<br><br>(2 monitors x 1 month = 2 monitor-months) | Monitor-Month | 2 | $1,676.50 | $3,353.00 |
| PRISM Software Setup | Each | 11 | $100.00 | $1,100.00 |
| PRISM Data Hosting and Cellular Communications<br><br>(11 monitors x 1 month = 11 monitor-months) | Monitor-Month | 11 | $25.00 | $275.00 |
| **Total Price (1-Month Monitoring Period)** | | | | **$49,850.00** |
| **Optional Adders** | | | | |
| Flow and Rainfall Monitoring Monthly Extension | Month | 1 | $17,300.00 | TBD |
| Monitor Relocations | Each | 1 | $1,300.00 | TBD |

**Pricing assumptions:**

- Standard ADS field and safety procedures; no police details
- No special fees/taxes

3902 Corporex Drive, Suite 500, Tampa, FL 33619
PHONE: 470-825-0157

www.adsenv.com

A DIVISION OF ADS LLC

- No MBE/WBE requirements
- Valid for 60 days from the date of this proposal
- Special permits, if required, will be the responsibility of the Client

**Accepted by:**

| | |
|---|---|
| Client Name: | ADS LLC: |
| Signature: _____ | Signature: _____ |
| Printed Name: _____ | Printed Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

Acceptance of this proposal is subject to the acceptance of ADS' Standard Terms and Conditions of Service.

# ADS LLC
# TERMS AND CONDITIONS
# EQUIPMENT AND/OR PROFESSIONAL OR TECHNICAL SERVICES AGREEMENT

**Orders for ADS LLC or ADS Corp. ("ADS") products or services shall be subject to the terms and conditions contained herein, whether or not specifically referred to. No other terms or conditions or any modifications, changes, or amendments shall be recognized unless specifically agreed to in writing by an authorized official designee of ADS. The lack of objection by ADS to any modifying provisions communicated by Client shall not be construed as an acceptance by ADS.**

**NOW THEREFORE, the Parties, agreeing to be legally bound, hereby agree as follows:**

## ARTICLE 1 –RESPONSIBILITIES OF THE PARTIES

### *1.01 ADS*

A. ADS shall provide to Client the services set forth in the ADS Proposal (the "Proposal") which is incorporated as if fully set forth herein.

B. The standard of care for all services performed or furnished by ADS under this Agreement will be the care and skill ordinarily used by members of ADS' profession practicing under similar circumstances at the same time and in the same locality. ADS makes no warranties, express or implied, under this Agreement or otherwise, in connection with ADS' services, except as provided in section 4.03.

### *1.02 Client*

A. Client shall have the responsibilities set forth herein and in the Proposal.

### *1.03 Orders and Specifications*

A. All orders placed with ADS for equipment must be in writing, signed, contain definitive prices, delivery dates, quantities and complete descriptions of products being purchased. Specifications applicable to items sold hereunder shall be those furnished by ADS, or those furnished by Client and agreed to in writing by ADS.

## ARTICLE 2 - PRICING, PAYMENT AND INVOICES

### *2.01 Pricing*

A. Price quotations, unless otherwise stated, shall automatically expire thirty (30) days from the date issued and may be cancelled or amended within said period upon written notice to Buyer.

B. The prices set forth in the Proposal are subject to being adjusted due to extraordinary market conditions. As used herein, "extraordinary market conditions" means any increase in the cost of materials caused by changes in the market or for any other reason that is outside of ADS' control such as tariffs, surcharges, increased logistics costs and fluctuations in currency and raw materials, which results in a price increase of the prices set forth in a contract, quote, purchase order or order acknowledgement.

### *2.02 Payment*

A. Client shall pay ADS in accordance with the schedule set forth in the Proposal. For payments made by Electronic Funds Transfer (EFT), Client shall provide payment remittance details, including Client name, payment amount and applicable ADS invoice number, to the following email address: ADSAR@idexcorp.com.

### *2.03 Invoices*

A. Invoices will be prepared in accordance with ADS' standard invoicing practices, unless otherwise stated in the Proposal. Invoices are due and payable within thirty (30) days after the date they are issued by ADS. If Client fails to make any payment due ADS for services and/or reimbursable expenses within thirty (30) days after issuance of ADS' invoice, the amounts due ADS will be increased at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law) from said thirtieth day. ADS reserves the right to establish and/or change the credit and payment terms extended to Client, including but not limited to requiring pre-payment or Irrevocable Letter of Credit, when in ADS' sole opinion Client's financial condition or previous payment record warrants such action. Furthermore, on delinquent accounts, ADS may divert shipments or reschedule deliveries of products on unfilled orders. All invoices shall be payable in U.S. Funds, drawn on a U.S. Bank. For sales outside of the United States, payment shall be at sight of shipping documents against an Irrevocable Letter of Credit which is satisfactory to ADS in its sole discretion.

## ARTICLE 3 – TERMINATION

### *3.01 Termination*

A. *For Cause*

1. The obligation to provide further services under this Agreement may be terminated by either party for cause upon thirty (30) days written notice in the event of a substantial failure by either party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the Party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof.

2. In the event of termination by ADS for cause, ADS will be entitled to invoice Client and will be paid for all services rendered and all reimbursable expenses incurred through the effective date of termination.

B. *For Convenience*

1. Either party may terminate this Agreement for its convenience upon sixty (60) days written notice to the other party. If this Agreement is terminated by the Client for its convenience, ADS shall be paid a reasonable amount for expenses directly attributable to termination, both before and after the effective date of termination, including, but not limited to demobilization expenses and costs associated with terminating subcontract agreements.

## ARTICLE 4 - GENERAL CONSIDERATIONS

### *4.01 Remedies*

A. In the event (a) Client defaults in the payment of any monies due to ADS hereunder beyond the tenth (10th) day after the same is due or (b) Client files or suffers a petition of bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee or makes an assignment for the benefit of creditors or enters into an arrangement with creditors and Client fails to secure a discharge thereof within thirty (30) days, then in any such event ADS may at its option do any or all of the following: (i) collect from Client a service charge on all monies due; (ii) terminate the sale; (iii) whether or not this sale is terminated, take immediate possession of any or all of the equipment wherever situated and for such purpose enter upon any premises without liability for so doing; and (iv) sell, dispose of, hold, use or lease all or any of the equipment as ADS in its sole discretion may decide without any duty or account to Client. Client shall in any event remain fully liable for damages as provided by law and for all costs and expenses incurred by ADS on account of such default including all court costs and reasonable attorney's fees. The rights afforded ADS under this paragraph shall not be deemed to be exclusive but shall be in addition to the rights or remedies provided by law.

### *4.02 Delivery, Title and Risk of Loss*

**A.** Title and risk of loss of items sold hereunder shall pass to the Client upon delivery of the items by ADS to a public carrier (FOB shipping point). In no event shall ADS be liable for any delay in delivery or assume any liability in connection with shipment, nor shall the carrier be deemed an agent of ADS. Insurance associated with goods during transit shall be Client's responsibility. All products shall be deemed accepted upon Client's confirmation or within three (3) days of date of delivery, whichever occurs first.

### *4.03 Warranty, Returns, Alterations to Equipment*

A. All new products manufactured by ADS will be free from defects in material and workmanship for up to one (1) year following the date of shipment from ADS, except that ADS ECHO™ monitors will be free from defects in material and workmanship for two (2) years following date of shipment from ADS. During this warranty period, upon satisfactory proof of a defect, the product may be returned for repair or replacement, at ADS' sole option. Warranty repairs and replacements will be performed only by ADS or its authorized representative. Any unauthorized repair or replacement, use, installation or incorporation of unauthorized parts or accessories, including without limitation opening up a monitor, will void this product warranty. Warranty for ADS products covers repair or replacement, at the discretion of ADS, if the product is found to be defective due to faulty materials, workmanship, or function within the warranty period and will not extend the original product warranty period. No product may be returned without Seller permission and authorization. This warranty is available to the Client as the original purchaser of the product and only if it has been installed, operated, and maintained in accordance with ADS' standards. This warranty does not apply to damage by catastrophes of nature, fire, explosion, acts of God (including, but not limited to, lightning damage and power surges), accidents, improper use or service, damage during transportation, or other similar causes beyond ADS' control. ADS expressly disclaims any and all implied warranties, including, but not limited to any warranty for fitness for a particular purpose. The cost of shipping the equipment from Buyer's facility back to Seller shall be paid by the Buyer.

B. To the extent allowed by law, ADS hereby expressly excludes any warranty for design defect. While products manufactured by ADS are designed and manufactured to meet published specifications, ADS may from time to time improve products currently in the market. However, purchased hardware manufactured to a previous design will be replaced or upgraded at ADS' discretion.

C. Authorization must be obtained from ADS prior to return of any items, including those for repair. Client's right to repair or replacement is governed by the items in this Article 4.03. Issuance of credit for returned items shall be made at ADS' discretion upon Client's request. All returns accepted by ADS may be subject to a restocking fee.

D. It is understood and agreed that any modification or alteration to purchased equipment by Client, other than that specifically authorized by this Agreement or by ADS, shall VOID AND NULLIFY, in its entirety, all warranty conditions as set forth herein.

### *4.04 Use of Documents*

A. If required, ADS shall provide Client with a printed hard copy of the deliverable agreed upon in the Proposal. All other deliverables shall be in the appropriate electronic media format.

B. Client agrees that it will perform acceptance tests or procedures on electronic files within thirty (30) days of receipt of same, after which the Client shall be deemed to have accepted the data thus transferred. Any errors detected within the thirty (30)-day acceptance period will be corrected by ADS.

C. Any reuse or modification of the Documents without written verification or adaptation by ADS, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to ADS or to ADS' Subcontractors. Client shall indemnify and hold harmless ADS

and ADS' Subcontractors from all claims, damages, losses, and expenses, including attorneys' fees arising out of such use.

### *4.05 Changes, Modifications and/or Amendments*

A. All changes, modifications and/or amendments to this Agreement or the Proposal hereto shall be made in writing and shall be signed by both Parties.

### *4.06 Insurance*

A. During the term of this Agreement, ADS shall at all times procure and maintain at a minimum the following insurance coverage:

- *General Liability $1,000,000 CSL and annual aggregate;*
- *Automobile Liability $1,000,000 CSL and annual aggregate;*
- *Workers Compensation as required by statute.*

ADS will provide Evidence of Insurance upon request.

### *4.07 Controlling Law, Venue and Dispute Resolution*

A. The Parties shall endeavor to resolve any disputes through informal negotiations between the Parties. If the dispute cannot be resolved within sixty (60) days after first notice of the dispute, for sales within the United States, the Parties agree that the dispute may be submitted to the court of competent jurisdiction in the county in which the work under this Agreement was performed, or in an alternative location upon agreement of the Parties. For sales outside of the United States the validity, construction, and performance of this Agreement shall be governed by the laws of the State of Alabama without regard to conflicts of laws, rules or principles. Venue shall be in the Circuit Court of Madison County, Alabama. The United Nations Convention on Contracts for the International Sales of Goods is hereby expressly excluded from application to this Agreement.

B. THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THIS AGREEMENT.

C. In the event of any dispute and/or legal action arising from an interpretation and/or the performance of any of the provisions of this Agreement, the Parties hereby agree that the prevailing Party shall be awarded reasonable attorney's fees and costs, including but not limited to, the cost of paralegals, accountants and attorney's fees and costs of appellate proceedings, if applicable.

### *4.08 Export Compliance*

A. These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

### *4.09 Government Indemnity*

A. Purchase Orders placed hereunder containing a notation that the material is intended for use under a government contract shall be subject to the then current Government provisions referenced thereon in attachments thereto. However, prior to Client responding to a bid or RFP, Client bid response or proposal to RFP will be submitted to ADS and all clauses and regulatory requirements required to "flow-down" to subcontractors from a U.S. Government prime contract shall be reviewed, noted as to acceptance or rejection of clauses and mutually agreed to in writing by Client and ADS on an individual basis.

### *4.10 Successors, Assigns, and Beneficiaries*

A. Neither party shall assign this Agreement without the prior written consent of the other, which shall not be unreasonably withheld, except that without securing such prior consent either party shall have the right to assign this Agreement, and all obligations hereunder, to any successor by way of merger or consolidation or the acquisition of all or substantially all of the business and assets of the party relating to the subject matter of these terms. This right shall be retained provided that such successor shall expressly assume all of the obligations and liabilities of the assigning party under the Agreement. Any assignment in violation of this paragraph shall be void. The terms and conditions of this Agreement shall be binding upon and enforceable by the successor and permanent assign of the assigning party.

B. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and ADS and not for the benefit of any other third Party.

### *4.11 Limitation of Liability*

A. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ADS, OR ANY OF ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR PARENT CORPORATIONS, BE LIABLE TO ANY PERSON, FIRM OR ENTITY, INCLUDING, BUT NOT LIMITED TO CLIENT, FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE AND/OR LOST SAVINGS, EVEN IF ADS HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE OR IF SAME WERE REASONABLY FORESEEABLE. ADS' LIABILITY, IS LIMITED TO THE ACTUAL DAMAGES PROVEN UP TO THE OVERALL VALUE OF THE CONTRACT.

### *4.12 Force Majeure*

A. Neither Client nor ADS shall hold the other responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of the other Party which could not reasonably have been anticipated or prevented. Force

Majeure shall include, but not be limited to, unusually severe weather, floods, power outages, epidemics, war, acts of terrorism, riots, strikes, lockouts, exercise of police power, condemnation or eminent domain. The foregoing shall not give rise to any claims or damages or be considered a waiver by either Party of the obligations of this Agreement.

***4.13 Acceptance Testing***

A. The successful execution of the ADS standard test procedures for final test and checkout shall constitute Client acceptance testing of all products under this Agreement. Client may witness ADS-manufactured equipment acceptance testing on a non-interference basis upon thirty (30) days advance written request to ADS.

***4.14 Engineering Changes***

A. ADS reserves the right to make progress and design changes in standard product items ordered without prior approval or notification to Client.

***4.15 Cancellation***

A. ADS may at its option, cancel an order in the event, (a) Client's payments are in default or Client breaches any material provision hereto; (b) substantial changes in raw materials occur; (c) causes beyond ADS' reasonable control as specified in Article 4.08 (Force Majeure); (d) Client becomes insolvent or a petition of bankruptcy is filed.

***4.16 Taxes***

A. Client shall be responsible for payment of all applicable sales, use or other taxes whether local, state, or federal, which are chargeable in connection with the sale of the items hereunder unless specifically provided for otherwise in writing.

***4.17 Confidentiality and Non-disclosure***

A. Both Parties acknowledge that, in the course of performing this Agreement, certain employees, agents or representatives may be exposed to or acquire information which is proprietary or confidential. Such proprietary and confidential information may include without limitation information related to research, development, designs, plans, reports, investigations, materials, data, pricing, trade secrets, customer lists, salaries, or business information ("Confidential and Proprietary Information").

B. Both Parties agree to hold each other's Proprietary and Confidential Information in strict confidence and not to make each other's Proprietary and Confidential Information available in any form to any third party or to use each other's Proprietary and Confidential Information for any other purpose than for the performance of work under the implementation of this Agreement.

***4.18 EEO Statement***

A. It is the policy of ADS to recruit, hire, train, compensate, promote, discipline, and otherwise treat its employees and applicants without regard or consideration for the individual's race, color, religious creed, sex, age, national origin, ancestry, mental or physical disability, marital status, citizenship status or any other reason prohibited by law. In addition, ADS is committed to fully complying with all applicable laws and regulations regarding the Americans with Disabilities Act of 1990, Title VII of the Civil Rights Act, and the Vietnam Era Veterans Readjustment Assistance Act and applicable Federal, State, and Local regulations. ADS also provides equal employment opportunity in all employment practices to qualified applicants and employees without regard to disability.

***4.19 Notices***

A. Any notice required under this Agreement shall be in writing, addressed to the appropriate Party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

***4.20 Survival***

A. All express representations, indemnifications, limitations of liability, and assurances of confidentiality included in this Agreement shall survive its completion or termination for any reason.

***4.21 Severability***

A. Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and ADS, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

***4.22 Waiver***

A. Non-enforcement of any provision by either Party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

***4.23 Headings***

A. The headings used in this Agreement are for general reference only and do not have special significance.

***4.24 Entire Agreement***

A. This Agreement constitutes the entire agreement between the Parties and exclusive statement of the terms between the Parties with respect to equipment sold and services to be performed hereunder. The Proposal referenced in this Agreement and the specifications and drawings referenced therein are a part of this Agreement with the same force and effect as if fully set forth herein. No alteration, modification, or amendment of any of the provisions hereof shall be binding unless in writing and signed by duly Authorized Representatives of the Parties. In the event of an inconsistency between the terms, conditions, and provision of this Agreement and those of Client's purchase order, then in accordance with the usage of trade, Client's assent to the terms and conditions herein shall be conclusively presumed from

Client's failure to reasonably object in writing and from Client's acceptance of all or any part of the material and/or services ordered.

**NE 96th St Pump Station Relocation AS01 Wastewater Flow Monitoring - Proposal Breakdown for Engineering Services Labor Expenses - Chen Moore and Associates**

| Position | Name & (Company) | | Hourly Rate | Task 1 - Project Management | | Task 2 - Wastewater Flow Monitoring | | | | Total Labor (Sum 2-5) | Multiplied Costs (1 X 6) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | $ | Hrs | $ | Hrs | $ | Hrs | $ | Hours | $ |
| **Civil Engineering** | | | [1] | [2] | | [3] | | [5] | | [6] | [7] |
| Principal Engineer | Gregory Mendez PE (ChenMoore) | | $ 240.00 | 8 | $1,920.00 | | $0.00 | | $0.00 | 8 | $1,920.00 |
| Project Manager/Senior Engineer | Sathvika Ramaji, PE (ChenMoore) | | $ 215.00 | 16 | $3,440.00 | | $0.00 | | $0.00 | 16 | $3,440.00 |
| Principal Engineer | Aleem Ghany (ChenMoore) | | $ 240.00 | 12 | $2,880.00 | | $0.00 | | $0.00 | 12 | $2,880.00 |
| | | | | | | | | | | | |
| | | | Sub-totals | 36 | $ 8,240.00 | 0 | $ - | 0 | $ - | 36 | $8,240.00 |

**Summary of Direct Expenses**

| Units | No. of | $/Unit | Total |
|---|---|---|---|
| Mileage | | | $ - |
| | | | |
| | | | |
| Total Labor and Direct Expenses = | $8,240.00 | | **$ 8,240.00** |

Notes 1.- For invoices billed on an hourly basis, receipts for all expenses must be submitted. Travel expenses must be accompanied by a statement explaining the purpose of the expense and the parties involved.

**Summary of Reimbursable Expenses**

| Units | No. of | $/Unit | Total |
|---|---|---|---|
| Applicable Expenses | | | |
| Permits | | | $ - |
| Copies | | | $ - |
| | | **Reimbursable Expense** | |

Notes 2.- For invoices where Permit Fees are billed, receipts must be submitted.

**Proposal Summary**

| Company | Discipline | Sub | CMA | Total |
|---|---|---|---|---|
| Chen Moore and Associates | Civil | | X | $8,240.00 |
| | | | | |
| ADS Environmental Services | Environmental Services | X | | $49,850.00 |
| | | | | |
| | | | | |
| **SUBCONSULTANTS SUBTOTAL** | | | | **$49,850.00** |
| REIMBURSABLE EXPENSES ALLOWANCE | | | | $ - |
| | | | **Total of Labor, Direct Expenses, and Reimbursable Expenses** | **$58,090.00** |

# AMENDMENT NO. 1
# TO SUBCONSULTANT AGREEMENT
# CORRECTION OF SUBCONSULTANT NAMES

**Contract Title:** Engineering Consultant Continuing Services

**RFQ No.:** 5-1005-23-0-2023/FVR

**Owner/Approving Authority:** Town of Bay Harbor Islands, Florida

**Prime Consultant:** Chen Moore and Associates, Inc.

**Original Agreement Date:** November 30, 2023

**Effective Date of Amendment:** _____

## RECITALS

WHEREAS, Chen Moore and Associates, Inc. ("Prime") entered into an agreement with the Town of Bay Harbor Islands, Florida ("Owner") for Engineering Consultant Continuing Services under RFQ No. 5-1005-23-0-2023/FVR, dated November 30, 2023 (the "Agreement");

WHEREAS, the Agreement identified certain subconsultants to be engaged by the Prime in the performance of services thereunder;

WHEREAS, it has been determined that the names of certain subconsultants were incorrectly recorded in the Agreement and do not reflect the actual subconsultants intended to be engaged by the Prime;

WHEREAS, the parties desire to correct the record by removing the incorrect subconsultant names and replacing them with the correct subconsultant names as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties agree as follows:

## TERMS AND CONDITIONS

**1. Correction of Subconsultant Names.** The subconsultant names listed in the Agreement are hereby amended to remove the following incorrectly listed names and replace them with the correct names as identified in the table below. All rights, obligations, and scope of work previously attributed to any incorrectly listed firm shall be understood to apply to the corresponding correctly named subconsultant.

| INCORRECT NAME (to be removed) | CORRECT NAME (to be inserted) |
|---|---|
| Terracon | CALTRAN Engineering Group |
| M.G Vera & Associates, Inc. | C&W Engineering |
| 305 Consulting Engineers, LLC | MUEngineers Inc. |
| Media Relations Group, LLC | Longitude Surveyors LLC |
| MFG Consultants | Cummins Cederberg |
| | Carty Architecture |
| | Pan Geo Consultants, LLC |
| | ADS Environmental Services |

**2. No Change to Scope or Compensation.** This Amendment is limited solely to the correction of subconsultant names. It does not alter the scope of services, compensation, schedule, or any other terms and conditions of the Agreement. All other provisions of the Agreement remain in full force and effect.

**3. Ratification of Prior Actions.** Any actions taken under the Agreement prior to the execution of this Amendment that were attributable to the incorrectly listed subconsultants are hereby ratified and confirmed as having been performed by the correctly named subconsultants identified herein.

**4. Notification to Owner.** Chen Moore and Associates, Inc. shall promptly provide a copy of this executed Amendment to the Town of Bay Harbor Islands for its records and approval as required under the prime contract.

**5. Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. Electronic or facsimile signatures shall be deemed valid and binding.

**6. Authority.** Each signatory represents and warrants that they have full authority to execute this Amendment on behalf of the respective party.

## SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the date last written below.

**PRIME CONSULTANT:**
**Chen Moore and Associates, Inc.**

**Authorized Signature**
Name: PETER MOORE
Title: CEO
Date: JUNE 9, 2026

**ACKNOWLEDGED AND APPROVED BY OWNER:**
**Town of Bay Harbor Islands, Florida**

**Authorized Signature**
Name: Lindsley Noel
Title: Town Manager
Date: 6/28/26

**RESOLUTION NO. ___**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RATIFYING A CONTRACT WITH CHEN MOORE AND ASSOCIATES IN THE AMOUNT OF $58,090.00 FOR SEWAGE FLOW MONITORING AND MEASUREMENTS RELATED TO THE CYCLE 3 SANITARY SEWER EVALUATION SURVEY, INCLUDING PHASE 1 REQUEST FOR INFORMATION AND PHASE 2 REGULATORY REPORTING; AUTHORIZING IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Town is required to comply with Miami-Dade County infiltration and inflow requirements as a Volume Sewer Customer of the Miami-Dade Water and Sewer Department;

**WHEREAS,** prior Cycle 3 SSES review identified three sewer sub-basins requiring corrective action, and the Town has undertaken efforts to achieve compliance;

**WHEREAS,** DERM requires wet-season flow monitoring from June 1 through November 30, 2026, to verify compliance for all sewer collection basins;

**WHEREAS,** Chen Moore and Associates proposed installing nine flow meters and collecting data needed for Cycle 3 SSES regulatory reporting, using ADS Environmental Services as subconsultant;

**WHEREAS,** the Town Manager authorized the expenditure on July 15, 2026, due to compliance deadlines and the potential consequences of non-compliance; and

**WHEREAS,** the Town Council finds that ratifying the $58,090.00 contract with Chen Moore and Associates is in the best interests of the Town.

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

**SECTION 1. RECITALS.** The foregoing recitals are true and correct and incorporated herein.

**SECTION 2. RATIFICATION.** The Town Council hereby ratifies the contract with Chen Moore and Associates in the amount of $58,090.00 to perform sewage flow monitoring and measurements associated with the Cycle 3 SSES Phase 1 Request for Information and Phase 2 Regulatory Reporting.

**SECTION 3. IMPLEMENTATION.** The Town Manager is authorized to take all actions necessary to implement the intent of this Resolution.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall become effective 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

**MEMORANDUM**

**To:** Mayor and Members of the Town Council
**From:** Alexander Garcia, Building Official/Director of Code Enforcement
**Date:** August, 03,2026
**Subject:** Authorization to Purchase a Marine Inspection and Post-Disaster Assessment Vessel

**RECOMMENDATION**

Authorize the Building Department to purchase one (1) Fluid 29 Patrol Boat, including specified engines, navigation electronics, safety equipment, trailer, delivery, and related accessories, from Fluid Marine in an amount not to exceed **$253,614.00**.

**BACKGROUND**

**OPERATIONAL NEED & PURPOSE**

Bay Harbor Islands consists of two islands completely surrounded by navigable waterways, where a substantial portion of regulated buildings, seawalls, docks, and property boundaries sit directly along the water. This geography creates a specific operational challenge: many regulated structures have exterior faces, foundations, and lower supports that cannot be observed or evaluated from land.

A dedicated marine inspection platform provides the Building Department with necessary access for several core responsibilities:

1. **Complete Structural Access:** Land-based inspections only show top surfaces or landward angles. A vessel allows inspectors to examine the waterside faces of seawalls, pilings, lower dock framing, and elevated building components where structural deterioration, cracking, and water damage occur.
2. **Redundant Access Post-Disaster:** Post-storm roadway access can be delayed or blocked by flooding, fallen trees, downed utilities, or structural debris. Operating

from the water provides a secondary access route around the Town's perimeter to perform rapid reconnaissance and inspect damaged coastal properties.

3. **Unsafe Condition Identification:** Failing seawalls, displaced piles, compromised foundations, or loose structural debris pose immediate hazards to public waterways and adjacent properties. The vessel allows prompt observation, photographic documentation, and emergency stabilization coordination under Florida Building Code requirements.
4. **FEMA and NFIP Compliance:** Reliable waterborne access enables accurate, geolocated photographic records required for local damage assessments, floodplain management, and Substantial Damage determinations following severe weather events.

**PROCUREMENT METHOD & COMPETITIVE BIDDING EXCEPTION**

The total purchase price of $253,614.00 exceeds the Town's $50,000 threshold for formal competitive bidding. However, this purchase qualifies as an allowable exception to formal competitive bidding under **Town Code § 2-1.2(a)(7)** (Cooperative Bid).

The vessel is available through a qualifying government cooperative contract vehicle (GSA Advantage), which satisfies price reasonableness requirements without issuing a separate Town bid.

**BUDGETING & ACCOUNTING TREATMENT**

- **Included in the FY2027 Proposed Budget:** Funding for this vessel is included in the Building Department's Proposed FY2027 Capital Outlay budget.
- **Timing of Order and Expenditure Recognition:** We are requesting authorization to place the order now to secure production lead times for delivery in Fiscal Year 2027. Under the **modified accrual basis of accounting**, no financial liability or expenditure will be recorded in FY2026. The expenditure will be recognized and recorded entirely within **FY2027** upon physical delivery and acceptance of the vessel.

**RESTRICTED FUNDING SOURCE & CONTROLS**

Under **Section 553.80, Florida Statutes**, revenues collected from building permit fees are legally restricted to funding the enforcement and administration of the Florida Building Code. These funds cannot be used for general government operations or general municipal functions.

Fluid™ WATERCRAFT

# PATROL 29

Well-equipped and mission ready, the Fluid Patrol 29 comes fully outfitted with law enforcement equipment, navigation and electronics package, two 225 hp engines, and trailer. Fluid's military grade ORCA Hypalon Tubes withstand the elements and are tear and puncture resistant. The durable fiberglass hulls make the boats lightweight, fast and maneuverable, providing a more comfortable ride.

Law Enforcement, Fire Departments, Space Programs and Commercial Organizations trust Fluid Boats because they're **Made for Any Mission™**.

# PATROL 29

| SPECIFICATIONS | US | METRIC |
|---|---|---|
| LOA (Length Overall) | 28' 11" | 8.8 m |
| Length inside | 25’ 11” | 7.9 m |
| Beam | 9' 6" | 3 m |
| Beam internal | 5’ 10” | 18 m |
| Tube Diameter | 22" | 580 mm |
| No. of Chambers | 7 chambers | |
| Weight Capacity | 4,647 lbs | 2107 kg |
| Person Capacity | 20 persons | |
| Shaft single/twin | 30” / 25” | 889 mm / 635 mm |
| Horsepower | 2 x 225 hp | 373 kw |
| Max Engine Weight | 1,270 lbs | 576 kg |
| Fuel Capacity | 130 gal | 492 L |
| Hull Material | ISO Glass Reinforced Plastic (GRP) | |
| Tube Material | 1670dtx Hypalon Neoprene | |
| Transom Height | 2' 8" | 800 mm |
| Deadrise | 24° | |

## STANDARD EQUIPMENT

### HULL AND DECK
- Heavy Duty Fiberglass Hull
- Aluminum Keel Guard
- Non-Slip Surface Molded into the Deck
- Cloud Grey Gelcoat
- SS Bow/Stern Eyes (Lifting & Towing)
- Under-Deck Fuel Tank
- 5" Stainless-Steel High Flow Scupper (21'+)
- 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 AND 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

### 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
- Racor Fuel/Water Separators
- Stainless-Steel Propellers
- Simrad IS35 Digital Engine Display
- Analog Fuel Gauge
- Twin 225 hp Mercury or Honda engines

### LAW ENFORCEMENT
- nROADS Dome Light with Siren & Amplifier
- Strobe and Takedown Lights
- "POLICE" Lettering Painted On T-Top
- Rear Arch for LE System

### CONSOLE
- Fiberglass Console and Bolster
- Hydraulic Steering
- Built-in Storage and Safety Equipment
- Pop-up Cleats x2

### ELECTRONICS
- Simrad GPS 12" Display
- Simrad Total Scan Transducer
- Simrad RS20S VHF Radio
- Simrad Radar

### ELECTRICAL ACCESSORIES
- 3-Bank Battery Charger
- 12v Outlet
- USB Outlet

### STORAGE
- Aft Storage Box in Bolster
- Gun Cabinet with Timer Lock
- Bow Locker

### WEATHER PROTECTION
- Heavy-Duty Fiberglass RAPTOR-Coated T-Top
- Full Impact Glass Windshield
- Windshield Wiper

### TRAILER
- Aluminum Single-Axle Trailer with Brakes

## OPTIONS
- Tube-Mounted Pop-Up Cleats
- Laptop & Printer Station
- Inverter For Laptop & Printer
- POLICE/SHERIFF Tube Lettering
- Spare Trailer Tires

# Bay Harbor Islands Building Department-Patrol 29

Quote created: July 8, 2026  Reference: 20260708-154749576

**Alexander Garcia**
alexg@bayharborislands-fl.gov
7862187685

**Fluid Boats can be purchased directly or via GSA Advantage, eliminating the bid and proposal process.**

| | Quantity | Price | Total |
|---|---|---|---|
| **Fluid 29 Patrol Boat - T-Top** | 1 | $248,004.00 | $248,004.00 |

**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 Persons

**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

**Navigation and Safety**

- LED Navigation Lights (USCG 2nm)
- Two Courtesy Red Lights
- Fire Extinguisher and Insert
- Telescopic Boat Hook
- Automatic & Manual Bilge Pump

| | Quantity | Price | Total |
|---|---|---|---|
| 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 | | | |
| 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 with Brakes | | | |
| **Shrink-Wrapping**<br>Shrink Wrap charge @ $45/foot | 29 | $45.00 | $1,305.00 |
| **Delivery Charge**<br>Delivery to your location @ $5.25Mile | 820 | $5.25 | $4,305.00 |

| | |
|---|---|
| One-time subtotal | $253,614.00 |
| Total | $253,614.00 |

**This quote expires on September 6, 2026**

Purchase terms Payment: NET 30 days from delivery, on a valid PO, unless otherwise negotiated. Sales Tax: Sales Tax is not included, as most government agencies/departments are exempt. If your agency/department is not exempt, sales tax will be included in the final cost. Shipping: Shipping costs are estimated based on a tow-away service by a third-party carrier. Agencies/department can arrange for their own shipping, at their own expense.

## Questions? Contact me

**Emily Grdic**
**emily@fluidboats.com**

**Fluid Marine**
91 Volks Way
Franklinton NC 27525
United States

**RESOLUTION NO. ___**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE PURCHASE OF ONE (1) FLUID 29 PATROL BOAT, INCLUDING SPECIFIED ENGINES, NAVIGATION ELECTRONICS, SAFETY EQUIPMENT, TRAILER, DELIVERY, AND RELATED ACCESSORIES FROM FLUID MARINE IN AN AMOUNT NOT TO EXCEED $253,614.00; AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE THE PURCHASE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** The Town of Bay Harbor Islands consists of two islands surrounded by navigable waterways where numerous regulated buildings, seawalls, docks, and property boundaries are located directly along the water;

**WHEREAS,** A dedicated marine inspection platform is necessary to provide Building Department personnel access to waterside structures and components that cannot be adequately observed or evaluated from land-based locations;

**WHEREAS,** The patrol vessel will support structural inspections, post-disaster response activities, unsafe condition identification, and FEMA and National Flood Insurance Program compliance requirements;

**WHEREAS,** The proposed purchase qualifies as an exception to formal competitive bidding pursuant to Town Code Section 2-1.2(a)(7) through a qualifying cooperative purchasing contract vehicle available through GSA Advantage;

**WHEREAS,** Funding for the vessel is included in the Building Department Proposed Fiscal Year 2027 Capital Outlay Budget and will be recognized upon delivery and acceptance in Fiscal Year 2027;

**WHEREAS,** Building permit fee revenues authorized by Section 553.80, Florida Statutes, may be used for Building Code administration and enforcement activities, including this purchase; and

**WHEREAS,** The Town Council finds that acquisition of the patrol vessel serves a valid public purpose and is in the best interests of the Town.

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

**SECTION 1. RECITALS.** The foregoing recitals are true and correct and incorporated herein.

**SECTION 2. APPROVAL OF PURCHASE.** The Town Council hereby authorizes the Building Department to purchase one (1) Fluid 29 Patrol Boat, including specified

engines, navigation electronics, safety equipment, trailer, delivery, and related accessories from Fluid Marine in an amount not to exceed $253,614.00.

**SECTION 3. IMPLEMENTATION.** The Town Manager is authorized to execute all documents and take all actions necessary to effectuate the intent of this Resolution.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall become effective 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**
August 19, 2026

**ITEM NUMBER: 9**

**ITEM:** Consideration and Approval of a Resolution ratifying the appointment of TerryAnn S. Howell, Esquire of Conrad & Scherer, L.L.P., as Special Magistrate to conduct administrative hearings on code violations for the Town of Bay Harbor Islands.

**DESCRIPTION:**
Consideration and Approval of a Resolution ratifying the appointment of TerryAnn S. Howell, Esquire from Conrad & Scherer, L.L.P. as Special Magistrate to conduct Administrative Hearings on Code Violations for the Town of Bay Harbor Islands, pursuant to Section 5 ¾ -3 of the Town Code. Enclosed is a copy of the proposed agreement.

Pursuant to Section 5 ¾ -3 of the Town Code, the Town Manager is responsible for appointing a Special Magistrate subject to ratification by the Town Council. The Special Magistrate shall be appointed for a term of one year.

TerryAnn S. Howell, Esquire of The Law Offices of Conrad & Scherer, L.L.P. has been appointed by the Town Manager. The appointment is being submitted for ratification by the Town Council. Her credentials are attached.

**RECOMMENDED ACTION:**

---

**FINANCIAL ANALYSIS:**

This agreement establishes an hourly rate of $400.00, with a minimum of three (3) hours per hearing, for Special Magistrate services related to Code Enforcement hearings.

Estimated Annual Cost:
The total annual cost will vary based on the number of code enforcement hearings conducted. Assuming one hearing per month, the estimated cost is:

- $400.00/hour × 3 hours/hearing = $1,200.00 per hearing
- $1,200.00 × 12 hearings/year = $14,400.00 annually

Budget Availability:
Funds for this service are budgeted under the Building Department, under the professional services line item. The adopted budget for Fiscal Year 2025–2026 is $10,000. As of the date of this report, the remaining available balance is $8,432.50

which is sufficient to cover anticipated expenditures under the proposed contract through the remainder of the fiscal year. The proposed contract can be accommodated within the existing budget. No additional appropriation is required.

**BUDGET IMPACT:**

| Name | Impact Date | Fund(s) | Account(s) | Project #(s) | Amount Budgeted |
|---|---|---|---|---|---|
| Professional Services | | Operating Expenses | 001.5245.400031.000 | | $10,000 |

---

Submitted By: Evelyn Merizalde, Compliance Manager

**ATTACHMENTS**

| | |
|---|---|
| 1. | TerryAnn Howell Resume 2025 |
| 2. | Special Magistrate Resolution |
| 3. | Special Magistrate Attorney Client Fee Contract Draft |

# TerryAnn S. Howell, Esq.

3350 SW 148th Avenue, Suite 110 ● Miramar, Florida 33027 ● (305) 307-6502 ● ta@tshowell.com

## EDUCATION

**Florida International University College of Law**, Miami, FL
Juris Doctor, December 2014

**Skidmore College**, Saratoga Springs, NY
Bachelor of Arts in Psychology and Government, c*um laude*, May 2011
Study Abroad: University of Westminster, London, England, Spring 2010
Exchange Program: Spelman College, Atlanta, GA, Fall 2009

## BAR ADMISSION

Florida and Southern District of Florida (April 2015); New York (October 2017; Currently Inactive); Pennsylvania (October 2018); Eleventh Judicial Circuit Court of Appeals (2020); Northern District of Florida (2020); Middle District of Florida (April 2022)

## RECOGNITION

Roderick N. Petrey Public Service Award (2025)
Super Lawyers, Florida Rising Star (2024)
Best of Florida: Full-Service Law Firm (2024)
Lawyers of Distinction (2023)
National Black Lawyers, Top 40 Under 40 (2019 and 2023)
American Bar Association, Pro Bono Publico Award (2021)

## EXPERIENCE

**Eleventh Judicial Circuit,** Miami, FL April 2025-Present
*Traffic Hearing Officer (Part-Time)*: Preside over civil traffic hearings pursuant to Chapter 318, Florida Statutes. Review evidence, apply legal standards, and issue rulings while ensuring procedural fairness and courtroom decorum.

**The Law Office of TerryAnn S. Howell, P.A.,** Miramar, FL February 2022-Present
*Managing Partner*: Lead a full-service law firm focusing on judgment collection, civil litigation, complex commercial disputes, and real estate litigation, including landlord-tenant matters. Provide strategic legal guidance to business owners from formation through operations, compliance, and employment law issues. Recognized for delivering client-focused, results-driven representation across diverse legal areas.

**Florida International University, College of Law,** Miami, FL January 2024-May 2024
*Adjunct Professor*: Directed the Know Your Rights Community Clinic. Supervised students in creating and presenting public legal education seminars. Promoted civic engagement, legal research, and community outreach.

**Universal Property and Casualty Insurance Company,** Ft. Lauderdale, FL September 2021-February 2022
*Associate General Counsel*: Managed litigation of first-party property insurance claims across Florida. Led all phases of case strategy, drafting, discovery, and trial preparation. Conducted EUOs, mediations, and risk assessments.

**Nelson Mullins Riley & Scarborough, formerly Broad & Cassel,** Miami, FL March 2019-September 2021
*Litigation Associate*: Litigated complex commercial, securities, employment, and asbestos-related matters in state and federal courts. Handled discovery, motion practice, depositions, and trial preparation. Served on the pro bono

and diversity committees.

**Legal Services of Greater Miami,** Miami, FL November 2017-March 2019
*Staff Attorney*: Advocated for underserved clients in civil legal matters including public benefits, immigration, family law, and medical debt disputes. Delivered accessible, holistic legal support to low-income communities.

**Miami-Dade County Public Defender,** Miami, FL
*Assistant Public Defender, Felony Division:* March 2015-November 2017
*Certified Legal and Legal Intern*: August 2012-April 2013; June 2014-November 2014
Felony Trial Attorney. Conducted client interviews, extensive motion practice, depositions, bond hearings and daily court calendars. Previously assigned to the Juvenile and County Court where I had numerous felony bench trials and misdemeanor jury trials respectively and provided litigation support in the Domestic Violence Division as an intern.

**United States Coast Guard Judge Advocate General (JAG),** Miami, FL January 2014-May 2014
*Certified Legal Intern*: Conducted research, drafted memoranda, orders, and other military documents in areas including estate planning, domestic and family law, fraud, larceny, and speedy trial issues.

**U.S. District Court for the Southern District of Florida,** Miami, FL June 2013-August 2013
*Summer Law Clerk for the Hon. Donald L. Graham*: Conducted research, drafted memoranda, and orders for motions, including, motions to dismiss, motions to remand, motions to strike, and motions to reconsider.

## BOARD & COMMUNITY LEADERSHIP (2015-PRESENT)

- Board Member, Florida Lawyers Assistance Program, Gwen Cherry Park Foundation (Present)
- Teen Court Judge, Miami-Dade County (Present)
- Immediate-Past President, President, Vice-President, Wilkie D. Ferguson Jr. Bar Association
- Trial Team Coach, Florida International University College of Law
- Board Member, ACLU Miami, Florida Justice Center, Riverside House and Legal Services of Greater Miami
- Founder & Chair, Circle of Brotherhood Young Professionals Board

## OTHER ACTIVITIES

Greater Miami Chamber of Commerce's Leadership Miami, Graduate of the 41st Class (2021)
Grow, Glow, Giveback Corporation (non-profit), Founder and President

## OTHER LICENSES/CERTIFICATIONS

Florida Real Estate Agent
Certified Personal Trainer

# ATTORNEY-CLIENT FEE CONTRACT

This document (the "Agreement") is the written fee contract between TerryAnn S. Howell, Senior Associate Attorney of Conrad & Scherer, L.L.P. and ("Counsel") and Town of Bay Harbor Islands ("Client").

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

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

3. **PROFESSIONAL FEES:** The Client understands and agrees that charges for professional services rendered will be at a rate of $400.00 per hour, for a minimum of three hours for each hearing. It is understood that TerryAnn S. Howell, Esq. of Conrad & Scherer, L.L.P. is the responsible attorney.

4. **FEE RETAINER:** It is agreed by both parties that there will be no fee retainer in this case.

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

6. **DISCHARGE AND WITHDRAWAL:** The Client may discharge the law firm at any time. The law firm may withdraw with the Client's consent with a 60 day prior notice provided to the Client or for good cause. Good cause includes a breach of this Agreement, the Client's refusal to cooperate with the law firm or to follow advice on a material matter

or any fact or circumstance that would render the law firm's continuing representation unlawful or unethical. At the conclusion of all services, all unpaid charges will immediately become due and payable. After the services conclude, the law firm will, upon your request, deliver a file to you along with any funds or property of yours in the law firm's possession.

The foregoing terms are understood and accepted.

THE LAW FIRM OF TERRYANN S. HOWELL, P.A.

DATE: _____ BY:_____
CONRAD & SCHERER, L.L.P.
TERRYANN S. HOWELL, ESQ.

TOWN OF BAY HARBOR ISLANDS

DATE: _____ BY: _____
LINDSLEY NOEL, MAcc
TOWN MANAGER

ATTEST:

_____
EVELYN HERBELLO
TOWN CLERK

APPROVED AS TO FORM AND LEGAL
SUFFIENCY:

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

**RESOLUTION NO. _____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RATIFYING THE APPOINTMENT OF TERRYANN S. HOWELL, ESQUIRE, OF CONRAD & SCHERER, L.L.P., AS SPECIAL MAGISTRATE TO CONDUCT ADMINISTRATIVE HEARINGS RELATING TO CODE ENFORCEMENT MATTERS FOR THE TOWN OF BAY HARBOR ISLANDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** The Town of Bay Harbor Islands is authorized to enforce its Code of Ordinances through administrative proceedings and other remedies provided by law;

**WHEREAS,** Section 5¼-11 of the Town Code, entitled Enforcement Remedies, authorizes the Town to pursue code enforcement remedies, including the use of a Special Magistrate to hear and determine violations of the Town Code and applicable regulations;

**WHEREAS,** The efficient administration of code enforcement proceedings is necessary to protect the public health, safety, and welfare and preserve the quality of life within the Town;

**WHEREAS,** TerryAnn S. Howell, Esquire, of Conrad & Scherer, L.L.P., possesses the qualifications and experience necessary to serve as Special Magistrate and conduct code enforcement hearings;

**WHEREAS,** The Town Manager has recommended the appointment of TerryAnn S. Howell, Esquire, as Special Magistrate; and

**WHEREAS,** The Town Council finds that ratifying the appointment is in the best interests of the Town.

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

**SECTION 1. RECITALS.** The foregoing recitals are true and correct and incorporated herein by reference.

**SECTION 2. RATIFICATION OF APPOINTMENT.** The Town Council hereby ratifies the appointment of TerryAnn S. Howell, Esquire, of Conrad & Scherer, L.L.P., as Special Magistrate to conduct administrative hearings and perform duties authorized by Chapter 162, Florida Statutes, and Section 5¼-11 of the Town Code.

**SECTION 3. IMPLEMENTATION.** The Town Manager, Town Clerk, and Town Attorney are authorized to take all actions necessary to implement this Resolution.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall become effective 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<br><br>Evelyn Herbello, Town Clerk |
| **CC:** | Tania Cruz, Esq., Consultant Town Attorney |
| **FROM:** | Lorrainia Belle<br>Town Planner |
| **DATE:** | August 19, 2026 |
| **SUBJECT:** | Town of Bay Harbor Islands – Reorganization and Expansion of the Town's Fee Book – Planning & Zoning and Other Departmental Fees |

## RECOMMENDATION

Town Council discretion to approve the attached resolution amending the Town's Fee Book to reorganize the fee schedules into departmental chapters and to refine/adopt additional fees for Planning & Zoning services, including landscape, tree, and irrigation inspections.

## BACKGROUND

Following the comprehensive update of the Building, Planning, and Zoning fee schedules adopted via Resolution No. 2555 on February 11, 2026, staff have continued to work on improving the clarity and usability of the Town's fee structure.

The current "Fee Book" contains fees for Building, Code Compliance, Engineering, Impact Fees, Planning & Zoning, and Public Works. However, the document is not organized by department, making it difficult for applicants and staff to quickly identify the correct fee for a specific service.

To address this, staff have reorganized the Fee Book into separate departmental chapters. This reorganization places each fee under the department responsible for administering the service, significantly improving the user experience for property owners, applicants, and Town staff.

Furthermore, the update refines the Planning & Zoning chapter by formally codifying fees for services previously undefined or under-priced. This is based on a detailed staff analysis (February 11, 2026) which confirmed that the Town's fees were significantly below regional market rates. The new fees are designed to align with the regional average of comparable municipalities and ensure full cost recovery.

## LEGISLATIVE HISTORY AND LEGAL FRAMEWORK

The fees contained within this schedule are established and governed by the following legislative actions:

1. Establishment: The initial comprehensive framework for these fees was established by the Town Council via Resolution No. 2235, adopted on June 9, 2021. This resolution set forth the foundational permit fees and Building Department activities in accordance with Sections 5-6(a) and 5-6(b) of the Town's Code of Ordinances.
2. Comprehensive Update: Recognizing that the Town's fee schedules had not been updated in several years and were below regional market rates, the Mayor and Town Council adopted Resolution No. 2555 on February 11, 2026. This resolution represented a major update, repealing conflicting prior fee schedules and officially adopting updated schedules for Building, Planning, and Zoning services.
3. Reorganization and Expansion of Fees: On August 19, 2026, the Town Council adopted a new resolution further amending the fee schedules to refine Planning & Zoning fees and formally incorporate detailed fees for landscape, tree, and irrigation services. This Fee Book, which organizes all fees by departmental chapter, was also adopted at the August 19, 2026, meeting through Resolution No. [Insert Number] (to be inserted upon finalization).

## ANALYSIS

The reorganization and expansion of the Fee Book are driven by two primary objectives:

1) Administrative Clarity and User-Friendliness:
   The new structure organizes fees by department, making the schedule easier for staff, applicants, property owners, and the public to use. This reduces confusion regarding where fees should be paid and who administers the service.

2) Expansion of Planning & Zoning Fees:
   The Planning & Zoning chapter has been expanded to include fees for services that were previously undefined, such as:

   - Zoning Inspections: Formal fees for inspections related to pools, fences, retaining walls, windows/doors, driveways, accessory structures, mechanical equipment, generators, decks/docks, and seawalls.

- Reinspection: A specific fee for reinspection to ensure efficient use of staff time.

- Landscape, Tree & Irrigation Inspection: A dedicated schedule of fees for tree inventory, protection, quality, installation, and irrigation compliance inspections.

- Business Tax Receipt (BTR) / Vacation Rental / Change of Use Inspection: A defined fee for these specific compliance checks.

## CONCLUSION

Updating the fee schedules is a necessary step toward fiscal responsibility and equitable cost allocation. The proposed fees ensure that the users of Planning, Zoning, and Building services, not the general taxpayer, pay the cost of those services. This update will provide the Town with the resources needed to maintain high-quality review, efficient service, and effective code enforcement.

## FINANCIAL ANAYSIS

GL Line Item Number: Various (Revenue accounts for General Fund)

Total Amount Budgeted: Subject to annual budget process.

Encumbered Amount: N/A

Balance Remaining: N/A

## ATTACHMENTS

1. Resolution
2. Proposed Comprehensive Fee Book (Organized by Department)
3. Old Approved Comprehensive Fee Comparison Chart & Recommended Building Fee Schedule.

**RESOLUTION NO. _____**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, REORGANIZING AND EXPANDING THE TOWN'S FEE BOOK TO ESTABLISH DEPARTMENTAL CHAPTERS, REFINE PLANNING AND ZONING FEES, AND INCORPORATE FEES FOR LANDSCAPE, TREE, AND IRRIGATION INSPECTION SERVICES; PROVIDING FOR THE REPEAL OF CONFLICTING FEE SCHEDULES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the Town of Bay Harbor Islands is committed to providing efficient, high-quality planning, zoning, and development review services to its residents, property owners, and applicants; and

**WHEREAS,** the cost of providing these services, including professional staff time, technical review, administrative processing, inspection, and enforcement, should be borne by the users of these services to ensure fiscal responsibility and equitable cost allocation; and

**WHEREAS,** the initial comprehensive framework for the Town's fee schedules was established by the Town Council via Resolution No. 2235, adopted on June 9, 2021, setting forth foundational permit fees and Building Department activities in accordance with Sections 5-6(a) and 5-6(b) of the Town's Code of Ordinances; and

**WHEREAS,** recognizing that the Town's fee schedules had not been comprehensively updated in several years and that fees were significantly below regional market rates, the Mayor and Town Council adopted Resolution No. 2555 on February 11, 2026, representing a major update that repealed conflicting prior fee schedules and officially adopted updated schedules for Building, Planning, and Zoning services; and

**WHEREAS,** following the adoption of Resolution No. 2555, Town staff conducted a further review of the Town's Fee Book and determined that the document would benefit from reorganization into separate departmental chapters to make it easier for staff, applicants, property owners, and the public to locate the appropriate fee for a specific service; and

**WHEREAS,** the current Fee Book contains fees for Building, Code Compliance, Engineering, Impact Fees, Planning & Zoning, and Public Works, but is not organized by department, causing confusion and inefficiency; and

**WHEREAS,** the reorganization places each fee under the department responsible for administering the service, improving transparency and consistent application; and

**WHEREAS,** in addition to reorganization, the Planning & Zoning chapter requires refinement to formally codify fees for services previously undefined or under-priced, including but not limited to zoning inspections, reinspections, landscape, tree, and irrigation inspections, and Business Tax Receipt (BTR) / Vacation Rental / Change of Use Inspections; and

**WHEREAS,** a detailed staff analysis dated February 11, 2026, confirmed that the Town's fees were significantly below regional market rates and that the proposed fees align with the regional average of comparable municipalities and ensure full cost recovery; and

**WHEREAS,** the Town Council finds that reorganizing and expanding the Fee Book is necessary to ensure that users of Planning, Zoning, and Building services, not the general taxpayer, pay the cost of those services, and to provide a clear, enforceable, and equitable framework for assessing fees related to development and construction;

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

**Section 1. Adoption of Reorganized and Expanded Fee Book.** The attached Exhibit A (Town of Bay Harbor Islands Municipal Fee Book), which is incorporated by reference as if fully set forth herein, is hereby adopted as the official fee schedule for all departmental fees, including Building, Code Compliance, Engineering, Impact Fees, Planning & Zoning, and Public Works.

**Section 2. Fee Book Organization.** The Fee Book shall be organized into separate departmental chapters as follows:

- Chapter 1: Building Department Fees
- Chapter 2: Code Compliance Fees
- Chapter 3: Engineering Fees
- Chapter 4: Impact Fees
- Chapter 5: Planning & Zoning Fees
- Chapter 6: Public Works – Water and Sewer Fees

Each chapter shall contain fees for services administered by the respective department, including permit fees, application fees, inspection fees, and administrative fees.

**Section 3. Planning & Zoning Fee Refinements.** The Planning & Zoning chapter is hereby refined and expanded to include the following fees, as set forth in Exhibit A:

- Zoning Inspections: Fees for inspections related to pools, fences, retaining walls, windows and doors, driveways, accessory structures, mechanical equipment, generators, decks and docks, seawalls, and any other permit requiring zoning review and inspection, at a rate of $150.00 per inspection.
- Zoning TCO Inspection: $200.00 per inspection.
- BTR / Vacation Rental / Change of Use Inspection: $75.00 per inspection.
- Reinspection: $75.00 per inspector.
- Landscape, Tree & Irrigation Inspection and Compliance Services: Fees for tree inventory, tree protection, tree quality, tree installation, pre-removal inspection, tree relocation, landscape installation, irrigation system compliance, final landscape and tree compliance, and tree/plant replacement inspections, at a rate of $150.00 per hour.

- Planning & Zoning Inquiries: $200.00 per hour.
- Permit Review: $200.00 per hour.
- Consultant Recovery Fee — Administrative Fee: 2.5%.
- Consultant Recovery — Deposit: $25,000.00 deposit.
- Training & Certification Fee: 10% of the cost.

**Section 4. Purpose and Policy Goals.** The updates implemented by this Resolution are based on a detailed staff analysis dated February 11, 2026, and are intended to achieve the following objectives:

- Ensure Full Cost Recovery: Establish fees that cover the full expense of providing services, including staff time, technical review, professional consultation, inspection, and administrative processing, ensuring that the users of these services, rather than the general taxpayer, bear the associated costs.
- Align with Regional Market Rates: Adjust fees to be competitive and justifiable when compared to peer municipalities in South Florida.
- Provide Completeness and Clarity: Introduce explicit fees for services that were previously undefined or under-priced, promoting transparency and consistent application.
- Incentivize Compliance: Adjust penalty structures to deter non-compliance, including increased fees for work performed without permits.

**Section 5. Controlling Legal Authority**. This Fee Book is intended as a formatting and organizational consolidation of the adopted fee schedules. In the event of any discrepancy between this document and the official language of the adopted resolutions or the Town Code, the applicable adopted ordinance or resolution remains the sole and controlling legal authority. The fee amounts established by Resolution No. 2555 and this Resolution are the official fees for all applications submitted on or after the applicable effective dates.

**Section 6. Repeal of Conflicting Provisions.** All prior resolutions, ordinances, or sections of the Town Code establishing fees for Planning & Zoning, Building, Code Compliance, Engineering, Impact Fees, and Public Works services are hereby repealed to the extent they are in conflict with this Resolution. Specifically, any conflicting fee schedules previously adopted are hereby repealed and replaced by the fee structure set forth in Exhibit A.

**Section 7. Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Resolution is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate provision and such invalidity shall not affect the validity of the remaining portions of this Resolution.

**Section 8. 8. Effective Date.** This Resolution shall take effect immediately upon its adoption by the Mayor and Town Council. The fees established herein shall apply to all applications for permits and services submitted on or after the effective date, as well as to all ongoing projects that have not yet received final approval or that require modification to an existing permit.

**ADOPTED THIS 19TH DAY OF AUGUST, 2026.**

_____

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.

RESOLUTION NO.

BUILDING DEPARTMENT-PERMIT FEE SCHEDULE

AMENDED AS OF FEBRUARY 11, 2026

| | |
|---|---|
| **Master building permit fees will be based on the estimated cost of construction including all systems. For the purpose of determining the cost of construction and / or building estimated costs, a verified contract figure including all systems may be used to determine the construction value or the estimated construction cost computed per the latest edition of R.S. Means Square Foot Costs, as published by R.S. Means Co., Inc., whichever is greater. The estimated construction value will then be used to determine the master permit fee.** | **Separate sub-trade values, Electrical, Plumbing, Mechanical) shall be based on a verifiable contract amount or the estimated construction cost of work as calculated by the latest issue of R.S. Means Square Foot Costs, as published by R.S. Means Co, Inc. whichever is greater.** |
| **DESCRIPTION** | **FEE** |
| **PROCESSING FEE**<br><br>UP FRONT PROCESSING FEES -(NON-REFUNDABLE)<br><br>UP-FRONT FEE IS REQUIRED AT THE TIME OF PERMIT APPLICATION, THIS FEE IS REQUIRED FOR RESIDENTIAL AND COMMERCIAL PERMITS. | $100.00 MIN.<br>$5,001 OR MORE $10/$1,000 - JOB COST<br><br>SINGLE FAMILY - $250.00<br>MULTI FAMILY / COMMERCIAL - $1,000.00 30%<br><br>OF PERMIT FEE |
| **BUILDING PERMITS**<br><br>NEW CONSTRUCTION<br><br>ADDITION AND OR ALTERATION TO EXISTING STRUCTURE | $150.00 MINIMUM OR 3% OF JOB COST<br>**COPY OF CONTRACT REQUIRED<br><br>$150.00 MINIMUM OR 2% OF JOB COST<br>**COPY OF CONTRACT REQUIRED |
| ROLL-OFF WASTE CONTAINER | $150.00/CONTAINER |
| DEMOLITION OF BUILDINGS<br><br>SINGLE FAMILY<br>MULTI FAMILY / COMMERCIAL | <br><br>$1500.00<br>$ 5,000 |
| PRIMARY SIGN<br><br>WINDOW / DOOR SIGN<br><br>TOW AWAY / NO TRESPASSING / CONTRACTOR SIGN 2X3<br><br>REAL ESTATE SIGN<br><br>PRE-CONSTRUCTION SIGN 25 SQ. FT – SECTION 17-5 (B) | $150.00<br><br>$35.00<br><br>$25.00 RESIDENTIAL / $50.00 COMMERCIAL<br><br>$1,500.00 + RENEWAL FEE - $250 PER SIX MONTHS |
| REVIEW OF 40- YEAR RE-CERTIFICATION<br><br>STRUCTURAL PLAN REVIEW<br><br>CIVL PLAN REVIEW | $ 500.00 initial review plus $250.00 per revision<br><br>$150.00 PER HOUR<br><br>$105.00 PER HOUR |

| | |
|---|---|
| **ELECTRICAL PERMIT FEES** | $150.00 MINIMUM OR 3% OF JOB COST – (sub-trade value) |
| **PLUMBING PERMIT FEES** | $150.00 MINIMUM OR 3% OF JOB COST -(sub-trade value) |
| **MECHANICAL PERMIT FEES** | $150.00 MINIMUM OR 3% OF JOB COST -(sub-trade value) |
| UNSAFE STRUCTURE INSPECTION<br>UNSAFE STRUCUTRE RESPECTION | $300.00 per inspection<br>$500.00 per inspection |
| AFTER-HOURS/ WEEKEND INSPECTION | $300.00 PER INSPECTION |
| BUILDING / ZONING INFORMATION LETTERS | $ 1,000.00 |
| CHANGE OF CONTRACTOR | $ 200.00 |
| LOST PLAN FEE | $10.00 PER PAGE |
| PERMIT CARD REPLACEMENT | $10.00 |
| ANY CHARGE NOT SPECIFICALLY COVERED PAYROLL RATE PLUS 50% | $35.00 MIN |
| CERTIFICATE OF COMPLETION (SINGLE FAMILY, TOWNHOUSE, COMMERCIAL SHELL) | $50.00 |
| REINSPECTION FEE<br><br>A FEE FOR EACH INSPECTOR WHO MUST RETURN SHALL BE CHARGED WHEN EXTRA INSPECTION TRIPS ARE NECESSARY DUE TO ANY OF THE FOLLOWING:<br><br>1. WRONG ADDRESS BEING GIVEN ON CALL FOR INSPECTION<br>2. REQUIRED CORRECTIONS NOT BEING MADE OR COMPLETED AT TIME SPECIFIED<br>3. FAILURE TO PROVIDE ACCESS TO THE PROPERTY OR USE.<br>4. PERMITS OR PLANS NOT POSTED.<br>WORK NOT TO CODE OR PER APPROVED PLANS.<br><br>2ND REINSPECTION AFTER THE INITIAL REINSPECTION SHALL REQUIRE PAYMENT OF A RE-INSPECTION FEE<br><br>3RD REINSPECTION<br><br>SPECIAL INSPECTIONS/MEETINGS/CONFERENCES | $75.00<br><br>$150.00<br><br>$300.00<br><br>$75.00 PER HALF HOUR OR FRACTION |
| SPECIAL MAGISTRATE/ CODE COMPLIANCE INSPECTION<br><br>STOP WORK ORDER REINSPECTION FEE | $400.00<br><br>$500.00 |

| | |
|---|---|
| CERTIFICATES OF USE AND OCCUPANCY.<br>PERMANENT USE AND OCCUPANCY CERFIFICATES SHALL REMAIN VALID FOR AN UNLIMITED TIME, UNLESS REVOKED FOR CAUSE OR ABONDONED AND PROVIDING THERE IS NO CHANGE OF USE, OWNERSHIP, OR NAME, OR THAT THERE IS NO ENLARGEMENT. | $750.00 |
| NOTICE OF COMMENCEMENT RECORDING | $25.00 |
| NOTICE OF COMMENCEMENT FORM FEE | $5.00 |

| | |
|---|---|
| TEMPORARY CERTIFICATE OF OCCUPANCY (TCO) | $500.00 PER ISSUANCE |
| PARTICAL CO/ PHASED CO | $750.00 PER REQUEST |
| ZONING TCO PER-INSPECTION | $200.00 PER HOUR |
| OCCUPANCY WITHOUT C.O… PER DAY | $500.00/DAY PLUS DOUBLE C.O. FEE |
| DUMPSTER BOND (REFUNDABLE) – MAY BE USED TO REMOVE DUMPSTER DURING STORM WARNINGS. | $250.00<br>POSTING OF CONSTRUCTION BONDS – FOR DAMAGE TO SIDEWALKS, PARKWAYS, PARKWAY TREES AND SHRUBS, STREET PAVEMENT OR OTHER MUNICIPAL OR PRIVATE PROPERTY. |
| MARKING OF BFE (MECHANICAL EQUIPMENT) | $25.00 |
| ALL INSPECTIONS MUST BE REQUESTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA BUILDING CODE. FINAL INSPECTIONS ARE TO BE CALLED IN WITHIN 30 DAYS OF COMPLETION OF THE WORK<br><br>ANY DAMAGE TO TOWN PROPERTY MUST BE CORRECTED TO THE SATISFACTION OF THE TOWN.<br><br>FAILURE TO COMPLY WITH THESE AND/OR AND OTHER REQUIREMENTS MAY RESULT IN FORFEITURE OF THE BOND. TO BE DETERMINED BY THE BUILDING OFFICIAL OR TOWN MANAGER. INITIAL BOND WILL NOT EXCEED $5,000.00 | FAILURE TO COMPLY WITH THESE AND/OR AND OTHER REQUIREMENTS MAY RESULT IN FORFEITURE OF THE BOND. TO BE DETERMINED BY THE BUILDING OFFICIAL OR TOWN MANAGER. INITIAL BOND WILL NOT EXCEED<br>$5,000.00<br><br>CONSTRUCTION VALUE<br>1.00 1000.00 50.00<br>1001.00 5000.00 200.00<br>5001.00 10000.00 300.00<br>10001.00 20000.00 400.00<br>20001.00 50000.00 500.00<br>50001.00 100000.00 700.00<br>100001.00 TO 99999999.00 1000.00 |
| **TECHNOLOGY FEE** | 10% OF PERMIT FEE |
| SCANNING FEE SHEETS 11” x 17” OR<br>SMALLER<br>SHEETS LARGER THAN 11” X 17” | $5.00 PER SHEET<br>$8.00 PER SHEET |
| DIGITIZED “JOB COPY” (PERMIT SET)<br>SHEETS 11” X 17” OR SMALLER<br>SHEETS LARGER THAN 11” X 17” CD BURNING<br>USB OR Z FILE | $5.00 PER SHEET<br>$8.00 PER SHEET<br>$25.00 |
| 180 DAY EXTENSION REQUEST | $ 300.00 OR 50% OF THE ORGINIAL PERMIT FEE (WHICHEVER IS GREATER) |

| | |
|---|---|
| SEWER ALLOCATION LETTERS | $75.00 |
| CONSTRUCTION TRAILER | $500.00<br>RENEWAL FEE - $500 PER SIX MONTHS |
| USE OF RIGHT OF WAY – PERMIT BOND<br>SECTION 18-1 | $150.00<br>1 ½% OF JOB COST – NOT TO EXCEED $20,000 |
| ZONING INSPECTIONS – NEW CONSTRUCTION<br><br><br>ZONING PLAN REVIEW | SINGLE FAMILY - $ 1,000<br>MULTI FAMILY / COMMERCIAL - $ 5,000<br><br>$150.00 PER HOUR |
| WORK WITHOUT PERMITS - AFTER THE FACT PERMIT | TRIPLE PERMIT FEE + $2,500.00 PENALTY FINE |
| PLANNING & ZONING INQUIRIES TO TOWN PLANNER | $150 PER HOUR |
| PLAN REVIEW AND INSPECTIONS PERFORMED BY PRIVATE PROVIDER | 20% Credit |
| PLAN REVIEW PERFORMED BY THE TOWN AND INSPECTIONS BY PRIVATE PROVIDER | 10% Credit |
| BTR / VACATION RENTAL / CHANGE OF USE INSPECTION | $35.00 |
| BOARDING UP WINDOWS – SECTION 24-15(K) | $1,000.00 |
| PORTABLE STORAGE UNIT – PSU 14 DAYS – SECTION 23-20(E) | $35.00 |
| DUMPSTER PLACEMENT – PUBLIC RIGHT OF WAY | $150.00 |
| **DADE COUNTY SURCHARGE** | .60¢ PER $1,000 JOB COST |
| **DBPR F.S. 468.631**<br>**DBPR F.S. 553.721** | 1.5% OR $2.00 MINIUM<br>1% OR $2.00 MINIMUM |
| CREDIT CARD PROCESSING FEE | 2.5 % PER TRANSACTION |
| RETURNED CHECK FEE | $30.00 |
| WATER IMPACT FEES<br><br><br>SEWER IMPACT FEES<br>PARK / RECREATION IMPACT FEES | $250.00 RESIDENTIAL<br>$650.00 PER UNIT<br><br>$475.00 PER UNIT<br>$1,715.64 PER UNIT |
| NEW WATER METER INSTALLATION<br>1 INCH WATER METER<br><br>1 ½ INCH WATER METER<br><br>2 INCH WATER METER<br><br>3 INCH WATER METER<br><br>4 INCH WATER METER | <br>$243.58<br><br>$381.69<br><br>$1,784.88<br><br>$2,224.64<br><br>$3,375.00 |

| | |
|---|---|
| DRC / DRB APPLICATION FEES | |
| PRE-DRC MEETING | $500.00 |
| DRC PRCOESSING FEE NEW SUBMITTAL | $3,000.00 PLUS COST |
| SITE PLAN REVIEW MAJOR | $15,000 |
| SITE PLAN REVIEW MINOR | $7,500 |
| DRC RESUBMITTAL | $3,000.00 |
| DRB APPLICATIN FEE MAJOR (NEW) | $5,000 |
| DRB APPLICATION FEE MINOR/ REVISION/ *ADDITION | $2,500 |
| *MUST BE LESS THAN 25% FOR A MINOR REVIEW | |
| DRB SPEACIAL/ WAVIER APPROVAL | |
| MULTI-FAMILY | $10,000 PLUS $1,000 PER REQUEST |
| SINGLE- FAMILY | $5,000 PLUS $500 PER REQUEST |
| MAXIMUM BUILDING LENGTH/ BREEZEWAY APPROVAL | |
| WATERFRONT LOTS | $10,000 PLUS $55/ 1,000 SQ. FT. |
| NONWATERFRONT LOTS | $ PLUS $35/ 1,000 SQ. FT |
| DRB APPEAL (REQUIRE TOWN COUNCIL REVIEW) | $3,000 |
| DRB SITE PLAN APPROVAL EXTENSION | $3,000 |
| DRB RESUBMITTAL FEE | $1,000 3RD REVIEW AND AFTER |
| SIGN OFF APPROVAL | $500.00 |
| CONSULANT RECOVERY FEE | $25,000 DESPOSIT |
| REZONING APPLICATION FEE | $10,000.00 (NON REFUNDALE) |
| PLANNED UNIT DEVELOPMENT (PUD) | $20,000.00 |
| ZONING MAP AMENDMENT | $7,500.00 |
| PARKING TRUST APPLICATION/ PROCESSING FEE 23-29.1 | $5,000 PLUS $, PER SPACE (THE COST IS SET BY RESOLUTION) |
| TDR APPLICATION FEE | |
| PRIVATE TRANSACTION | $5,000.00 PER APPLICATION |
| TOWN TRANSACTION PER APPLICATION | $2,500.00 PLUS PER DWELLING UNIT (THE COST IS SET BY RESOLUTION) |
| SPECIAL MASTER – ADMINISTRATIVE FEE | $500.00 |
| VARIANCE APPLICATION FEES | |
| ADMINISTRATIVE VARIANCE | $ 2,500.00 FILING FEE $500 PER REQUEST |
| VARIANCE APPLICATION - SINGLE FAMILY | $8,000.00 FILING FEE - $ 500.00 PER REQUEST |
| VARIANCE APPLICATION – MULTI-FAMILY / COMMERCIAL | $15,000.00 FILING FEE- $2,000 PER REQUEST |
| SPECIAL USE APPROVAL IN THE B-1 ZONE (PROCESSING FEE) | $25,000.00 PER REQUEST |
| SPECIAL APPROVAL | $10,000.00 PER REQUEST |
| VALET PARKING | $10,000 |

| | |
|---|---|
| MECHANICAL & ROBOTIC PARKING SYSTEM | $10,000 PLUS $100 PER SPACE |
| DEVELOPMENT AGREEMENT PROCESS FEE | $10,000 |
| PLAT REVIEW / REPLATTED | $10,000 |
| VACANT OF THE RIGHT OF WAY | $10,000 PLUS RECOVERY COST |
| DEDICATION OF THE 11 FOOT STRIP APPLICATION FEE | $5,000 PER LOT |
| UNITY OF TITLE | $5,000 (2 LOT) PLUS $100 EACH ADDITIONAL LOT |
| TELECOMMUNICATION APPLICATION – CHAPTER 5 ¼ | $800.00 APPLICATION FEE |

All fees, charges, and dollar amounts for permits, applications, reviews, inspections, and any other services or processes related to building, zoning, land use, and construction activities, wherever such fees are currently set forth, described, or referenced in the Town Code of Bay Harbor Islands, are hereby repealed, superseded, and replaced in their entirety by the comprehensive fee schedule attached hereto as Exhibit A and incorporated herein by this reference.

The fee amounts established by this Resolution, as set forth in Exhibit A, shall be the sole and official fees effective as of [Effective Date].. For purposes of administration, any code section requiring a fee for a service covered by this Resolution shall be construed to require the fee set forth in the current official Fee Schedule maintained by the [Town Clerk, Department of Building & Zoning]. In the event of any conflict or discrepancy, the fees specified in this Resolution and its incorporated Exhibit A shall govern.

TOWN OF

# BAY HARBOR ISLANDS

## COMPREHENSIVE FEE SCHEDULE

EFFECTIVE FEBRUARY 11, 2026

COMMUNITY | INTEGRITY | SERVICE | TRANSPARENCY | EXCELLENCE

ADOPTED BY THE TOWN COUNCIL OF BAY HARBOR ISLANDS, FLORIDA

*Our Island. Our Home. Our Future.*

# TABLE OF CONTENTS

**Chapter 1 — Building Department**

**Chapter 2 — Code Compliance Department**

**Chapter 3 — Engineering Department**

**Chapter 4 — Impact Fees**

**Chapter 5 — Planning & Zoning Department**

**Chapter 6 — Public Works Department — Water & Sewer**

**Appendix A — Resolution**

# SUMMARY OF FEE BOOK CHANGES

**SUMMARY OF FEE BOOK CHANGES**

This Fee Book reorganizes the Town's Building, Code Compliance, Engineering, Impact Fee, Planning & Zoning, and Public Works water and sewer fees into separate departmental chapters. The purpose is to make the schedule easier for staff, applicants, property owners, and the public to use by placing each fee under the department responsible for administering the service.

**LEGISLATIVE HISTORY AND LEGAL FRAMEWORK**

The fees contained within this schedule are established and governed by the following legislative actions:

1. **Establishment:** The initial comprehensive framework for these fees was established by the Town Council via Resolution No. 2235, adopted on June 9, 2021. This resolution set forth the foundational permit fees and Building Department activities in accordance with Sections 5-6(a) and 5-6(b) of the Town's Code of Ordinances.
2. **Comprehensive Update:** Recognizing that the Town's fee schedules had not been comprehensively updated in several years and that fees were significantly below regional market rates, the Mayor and Town Council adopted Resolution No. 2555 on February 11, 2026. This resolution represented a major update, repealing conflicting prior fee schedules and officially adopting updated schedules for Building, Planning, and Zoning services. Resolution No. 2555 serves as the primary basis for the fee amounts in this Fee Book.
3. **Reorganization and Expansion of Fees:** On August 19, 2026, the Town Council adopted a new resolution further amending the fee schedules to refine Planning & Zoning fees and formally incorporate detailed fees for landscape, tree, and irrigation services. This Fee Book, which organizes all fees by departmental chapter, was also adopted at the August 19, 2026, meeting through Resolution No. _____ (to be inserted upon finalization).

**PURPOSE AND POLICY GOALS**

The updates implemented by Resolution No. 2555 and further refined by the August 19, 2026, amendments are based on a detailed analysis and staff recommendation dated February 11, 2026. The primary objectives of this comprehensive update are to:

- **Ensure Full Cost Recovery:** Establish fees that cover the full expense of providing services, including staff time, technical review, professional consultation, inspection, and administrative processing, ensuring that the users of these services, rather than the general taxpayer, bear the associated costs.
- **Align with Regional Market Rates:** Adjust fees to be competitive and justifiable when compared to peer municipalities in South Florida.
- **Provide Completeness and Clarity:** Introduce explicit fees for services that were previously undefined or under-priced (such as reinspection, after-hours inspections, landscape services, and Temporary Certificates of Occupancy), promoting transparency and consistent application.
- **Incentivize Compliance:** Adjust penalty structures to deter non-compliance, including increased fees for work performed without permits.

**CONTROLLING LEGAL AUTHORITY**

This Fee Book is intended as a formatting and organizational consolidation of the adopted fee schedules. In the event of any discrepancy between this document and the official language of the adopted resolutions or the Town Code, the applicable adopted ordinance or resolution remains the sole and controlling legal authority. The fee amounts established by Resolution No. 2555 and the August 19, 2026, resolution (Resolution No. _____) are the official fees for all applications submitted on or after the applicable effective dates.

BAY HARBOR ISLANDS

FLORIDA

## CHAPTER 1

# BUILDING DEPARTMENT

## FEE SCHEDULE

- Building Permits
- Permit Fees
- Plan Reviews
- Inspections
- Certificates of Occupancy
- Technology & Records
- Right-of-Way Related Fees

# CHAPTER 1

## BUILDING DEPARTMENT

Effective Date: _____ Resolution / Ordinance No.: _____

*Department: BUILDING DEPARTMENT*

### Permit Valuation & Processing

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| Master Building Permit Fee Basis | Estimated construction cost including all systems; verified contract figure or latest R.S. Means Square Foot Costs, whichever is greater. |
| Separate Electrical / Plumbing / Mechanical Trade Values | Verified contract amount or latest R.S. Means Square Foot Costs, whichever is greater. |
| Up-Front Processing Fee — Single-Family | $250.00 |
| Up-Front Processing Fee — Multi-Family / Commercial | $1,000.00 / source also references 30% of permit fee — VERIFY |
| New Construction | $150.00 minimum or 3% of job cost |
| Addition / Alteration | $150.00 minimum or 2% of job cost |
| Electrical Permit | $150.00 minimum or 3% of sub-trade job cost |
| Plumbing Permit | $150.00 minimum or 3% of sub-trade job cost |
| Mechanical Permit | $150.00 minimum or 3% of sub-trade job cost |
| Demolition — Single-Family | $1,500.00 |
| Demolition — Multi-Family / Commercial | VERIFY source formatting |

### Building Administration, Inspections & Certificates

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| 40-Year Recertification Review | $250.00 |
| Structural Plan Review | $500 initial review + $250 per revision |
| Civil Plan Review | $100.00 per hour |
| Unsafe Structure Inspection | $300.00 per inspection |
| Unsafe Structure Reinspection | $500.00 per inspection |
| After-Hours / Weekend Inspection | $300.00 per inspection |
| Reinspection | $75.00 per inspector |
| Special Magistrate / Code Compliance Inspection | $400.00 |
| Stop Work Order Reinspection | $500.00 |
| Certificate of Completion | $50.00 |
| Permanent Certificate of Use & Occupancy | $750.00 — VERIFY |
| Temporary Certificate of Occupancy | $500.00 per issuance |
| Partial / Phased CO | $750.00 per request |
| Zoning TCO | $200.00 per hour |
| Notice of Commencement Recording | $25.00 |
| Notice of Commencement Form | $5.00 |
| Dumpster Bond — Refundable | $250.00 |
| Marking of BFE — Mechanical Equipment | $25.00 |

## Records, Technology & Other Building Services

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| Technology Fee | 10% of permit fee |
| Scanning — 11 x 17 or Smaller | $25.00 per sheet |
| Scanning — Larger than 11 x 17 | $38.00 per sheet |
| Digitized Job Copy — 11 x 17 or Smaller | $25.00 per sheet |
| Digitized Job Copy — Larger than 11 x 17 | $38.00 per sheet |
| Sewer Allocation Letter | $275.00 |
| Construction Trailer | $2,500.00 + renewal — VERIFY |
| Use of Right-of-Way Permit Bond — §18-1 | $150.00 + 1.5% of job cost, not to exceed $20,000 |
| Boarding Up Windows — §24-15(K) | $1,000.00 |
| Portable Storage Unit — 14 Days, §23-20(E) | $35.00 |

BAY HARBOR ISLANDS

FLORIDA

## CHAPTER 2

# CODE COMPLIANCE DEPARTMENT

## FEE SCHEDULE

- Code Compliance Inspections
- Unsafe Structure Inspections
- Reinspection Fees
- Stop Work Order Reinspection Fees
- Work Without Permits
- Other Enforcement Related Fees

# CHAPTER 2

## CODE COMPLIANCE DEPARTMENT

Effective Date: _____ Resolution / Ordinance No.: _____

*Department: CODE COMPLIANCE DEPARTMENT*

This chapter consolidates fees associated with code enforcement, compliance inspections, unsafe structures, stop-work enforcement, and work performed without required permits. The supplied Building fee schedule contains the applicable Code Compliance-related charges; fees should be administered by the Code Compliance Department where that department is responsible for the service.

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| Code Compliance Inspection / Special Magistrate Inspection | $400.00 |
| Unsafe Structure Inspection | $300.00 per inspection |
| Unsafe Structure Reinspection | $500.00 per inspection |
| Reinspection — Each Inspector Required to Return | $75.00 |
| Stop Work Order Reinspection | $500.00 |
| Work Without Required Permits — After-the-Fact Permit | Double/triple permit fee + $2,500 penalty — VERIFY controlling adopted language |
| Occupancy Without Certificate of Occupancy | $500.00/day + double C.O. fee — VERIFY |
| Boarding Up Windows — §24-15(K) | $1,000.00 |

BAY HARBOR ISLANDS

FLORIDA

## CHAPTER 3

# ENGINEERING DEPARTMENT

## FEE SCHEDULE

- Engineering Review
- Structural Plan Review
- Civil Plan Review
- Consultant Fees
- Private Provider Review

# CHAPTER 3

## ENGINEERING DEPARTMENT

Effective Date: _____ Resolution / Ordinance No.: _____

*Department: ENGINEERING DEPARTMENT*

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| Engineering Fee — Single-Family (Consultant) | $2,000 + recovery fee |
| Engineering Fee — Commercial / Multi-Family (Consultant) | $5,000 + recovery fee |
| Civil Plan Review | $100.00 per hour |
| Consultant Recovery Fee — Administrative | 2.5% |
| Consultant Recovery — Deposit | $25,000.00 deposit |
| Private Provider Plan Review & Inspections | 20% credit |
| Town Plan Review / Private Provider Inspections | 10% credit |

BAY HARBOR ISLANDS

FLORIDA

## CHAPTER 4

# IMPACT FEES

## FEE SCHEDULE

- Water / Sewer Impact Fees
- Parks & Recreation Impact Fees
- Police Impact Fees
- Transportation Impact Fees

# CHAPTER 4

## IMPACT FEES

Effective Date: _____ Resolution / Ordinance No.: _____

*IMPACT FEES*

### Water & Sewer Impact Fees

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| Water Impact Fee — Residential | $250.00 |
| Water Impact Fee | $650.00 per unit |
| Sewer Impact Fee | $475.00 per unit |

### Park / Recreation Impact Fees

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| Residential | $2,573 per unit |
| Commercial | $10.74 per sq. ft. |

### Police Impact Fees

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| Single-Family — Large; 3,017–5,512 sq. ft.; Median 4,438 | $11,943 per unit |
| Multi-Family — Fewer Than 10 Units; Small; 0–1,137 sq. ft.; Median 1,093 | $2,942 per unit |
| Multi-Family — 10 Units or More; Small; 0–1,137 sq. ft.; Median 1,093 | $2,942 per unit |
| Condominiums — Large; 3,017–5,512 sq. ft.; Median 4,438 | $11,943 per unit |
| Cooperatives — Medium; 1,809–2,979 sq. ft.; Median 2,290 | $6,163 per unit |
| Commercial | $2.69 per sq. ft. |

### Transportation Impact Fees

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| Single-Family — Large; 3,017–5,512 sq. ft.; Median 4,438 | $17,723 per unit |
| Multi-Family — Fewer Than 10 Units; Small; 0–1,137 sq. ft.; Median 1,093 | $4,365 per unit |
| Multi-Family — 10 Units or More; Small; 0–1,137 sq. ft.; Median 1,093 | $4,365 per unit |
| Condominiums — 3,017–5,512 sq. ft.; Median 4,438 | $17,723 per unit |
| Cooperatives — Medium; 1,809–2,979 sq. ft.; Median 2,290 | $9,145 per unit |
| Commercial | $3.99 per sq. ft. |

Note: The supplied fee schedules identify impact fees as separate charges. Before adoption, staff should confirm the controlling resolution and effective rates for each impact fee.

BAY HARBOR ISLANDS
FLORIDA
CHAPTER 5
PLANNING & ZONING DEPARTMENT
FEE SCHEDULE
DRC – Development Review Committee
DRB – Design Review Board
Development Review
Rezoning / PUD / Zoning Map Amendment
Variances & Special Approvals
Inspections
General Planning & Zoning Services
Landscape, Tree & Irrigation Inspection and Consulting

# CHAPTER 5

## PLANNING & ZONING DEPARTMENT

Effective Date: _____ Resolution / Ordinance No.: _____

*Department: PLANNING & ZONING DEPARTMENT*

The Planning & Zoning chapter is retained as the department's consolidated fee schedule. The fees below include the Planning & Zoning, DRC, DRB, development review, variance, inspection, and landscape/tree/irrigation services contained in the supplied Planning & Zoning schedule.

### DRC — Development Review Committee

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| Pre-DRC Meeting | $500.00 |
| DRC Processing Fee — New Submittal | $3,000.00 + cost |
| Site Plan Review — Major | $15,000.00 |
| Site Plan Review — Minor | $7,500.00 |
| DRC Resubmittal — 4th Review and After | $3,000.00 |

### DRB — Design Review Board

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| DRB Application Fee — Major (New) | $5,000.00 |
| DRB Application Fee — Minor / Revision / Addition — Single-Family | $2,500.00 |
| DRB Application Fee — Minor / Revision / Addition — Multi-Family / Commercial | $4,000.00 |
| DRB Special / Waiver Approval — Single-Family | $5,000 + $500 per request |
| DRB Special / Waiver Approval — Multi-Family / Commercial | $10,000 + $1,000 per request |
| Maximum Building Length / Breezeway — Waterfront Lots | $10,000 + $55 per 1,000 sq. ft. |
| Maximum Building Length / Breezeway — Nonwaterfront Lots | $10,000 + $35 per 1,000 sq. ft. |
| DRB Resubmittal — 3rd Review and After | $3,000.00 |
| Sign-Off Approval | $500.00 |
| DRB Appeal — Town Council Review Required | $3,000.00 |
| DRB Site Plan Approval Extension | $3,000.00 |

### Development Review / Town Attorney & Town Council

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| Dedication of 11-Foot Strip | $5,000 per lot |
| Unity of Title / Subdivision — 2 Lots | $5,000 |
| Unity of Title / Subdivision — Each Additional Lot | $100 per additional lot |
| Telecommunication Application — Chapter 5 ¼ | $800 per application |
| Rezoning Application | $10,000.00 — nonrefundable |
| Planned Unit Development (PUD) | $20,000.00 — nonrefundable |
| Zoning Map Amendment | $7,500.00 |
| Plat Review / Replatted | $10,000.00 |
| Vacation of Right-of-Way | $10,000 + cost recovery |
| Parking Trust Application / Processing — §23-29.1 | $5,000 + per-space amount set by Resolution |
| TDR — Private Transaction | $5,000 per application |
| TDR — Town Transaction | $2,500 + per-dwelling-unit amount set by Resolution |
| Development Agreement Process | $10,000.00 |
| Public Hearing | $2,000.00 |
| Mailing / Advising Town Council | $500 + cost recovery |
| Special Use Approval — B-1 Zone | $25,000 per request |
| Special Approval | $10,000 per request |
| Valet Parking | $10,000.00 |

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| Mechanical & Robotic Parking System | $10,000 + $100 per space |

## Variances & Special Approvals

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| Administrative Variance — Single-Family | $2,500 filing fee + $500 per request |
| Administrative Variance — Multi-Family / Commercial | $5,000 filing fee + $500 per request |
| Variance — Single-Family | $8,000 filing fee + $500 per request |
| Variance — Multi-Family / Commercial | $15,000 filing fee + $2,000 per request |

## Planning & Zoning Inspections

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| New Construction — Single-Family | $1,000.00 |
| New Construction — Multi-Family / Commercial — Single Lot | $5,000.00 |
| New Construction — Multi-Family / Commercial — Two or More Lots | $8,000.00 |
| Reinspection | $75.00 per inspector |
| Zoning Inspection — Pool | $150.00 |
| Zoning Inspection — Fence | $150.00 |
| Zoning Inspection — Retaining Wall | $150.00 |
| Zoning Inspection — Windows / Doors | $150.00 |
| Zoning Inspection — Driveway | $150.00 |
| Zoning Inspection — Accessory Structure | $150.00 |
| Zoning Inspection — Mechanical Equipment | $150.00 |
| Zoning Inspection — Generator | $150.00 |
| Zoning Inspection — Decks / Docks | $150.00 |
| Zoning Inspection — Seawalls | $150.00 |
| Any Permit Requiring Zoning Review and Inspection | $150.00 |
| Zoning TCO — Per Inspection | $200.00 |
| BTR / Vacation Rental / Change of Use Inspection | $75.00 |

## General Planning & Zoning Services

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| Planning & Zoning Inquiries | $200.00 per hour |
| Permit Review | $200.00 per hour |
| Town Manager's Waiver — Single-Family Only; 5% Point | $2,000.00 |
| Training & Certification Fee | 10% of the cost |
| Consultant Recovery Fee — Administrative Fee | 2.5% |
| Consultant Recovery — Deposit | $25,000.00 deposit |

## Landscape, Tree & Irrigation Inspection and Compliance Services

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| Permit Review | $150.00 per hour |
| DRB / DRC Tree Inventory & Landscape Plan Review | $150.00 per hour |
| Tree Protection Inspection | $150.00 per hour |
| Tree Quality & Florida Grade #1 Inspection | $150.00 per hour |
| Tree Installation & Planting Compliance Inspection | $150.00 per hour |
| Pre-Removal Tree Inspection | $150.00 per hour |
| Tree Relocation Inspection | $150.00 per hour |
| Landscape Installation Inspection | $150.00 per hour |
| Irrigation System Compliance Inspection | $150.00 per hour |

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| Final Landscape & Tree Compliance Inspection | $150.00 per hour |
| Tree / Plant Replacement Inspection | $150.00 per hour |

BAY HARBOR ISLANDS

FLORIDA

CHAPTER 6

# PUBLIC WORKS DEPARTMENT

## WATER & SEWER

## FEE SCHEDULE

- Water Meters
- Sewer Allocation Fees
- Water & Sewer Administrative Fees
- Other Water & Sewer Related Fees

# CHAPTER 6

## PUBLIC WORKS DEPARTMENT — WATER & SEWER

Effective Date: _____ Resolution / Ordinance No.: _____

*Department: PUBLIC WORKS DEPARTMENT — WATER & SEWER*

### Water Meter Fees

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| New Water Meter — 1 Inch | $243.58 |
| New Water Meter — 1 1/2 Inch | $381.69 |
| New Water Meter — 2 Inch | $1,784.88 |
| New Water Meter — 3 Inch | $2,224.64 |
| New Water Meter — 4 Inch | $3,375.00 |

### Water & Sewer Administrative Services

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| Sewer Allocation Letter | $275.00 |
| Water / Sewer Impact Fees | See Chapter 4 — Impact Fees |

# TOWN OF BAY HARBOR ISLANDS

# MUNICIPAL FEE BOOK

BUILDING • CODE • ENGINEERING • IMPACT FEES • PLANNING & ZONING • PUBLIC WORKS

**Effective Date:** _____

Adopted by Resolution / Ordinance No.: _____

BAY HARBOR ISLANDS
FLORIDA
CHAPTER 5
PLANNING & ZONING DEPARTMENT
FEE SCHEDULE
DRC – Development Review Committee
DRB – Design Review Board
Development Review
Rezoning / PUD / Zoning Map Amendment
Variances & Special Approvals
Inspections
General Planning & Zoning Services
Landscape, Tree & Irrigation Inspection and Consulting

# CHAPTER 5

## PLANNING & ZONING DEPARTMENT

Effective Date: _____ Resolution / Ordinance No.: _____

*Department: PLANNING & ZONING DEPARTMENT*

The Planning & Zoning chapter is retained as the department's consolidated fee schedule. The fees below include the Planning & Zoning, DRC, DRB, development review, variance, inspection, and landscape/tree/irrigation services contained in the supplied Planning & Zoning schedule.

### DRC — Development Review Committee

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| Pre-DRC Meeting | $500.00 |
| DRC Processing Fee — New Submittal | $3,000.00 + cost |
| Site Plan Review — Major | $15,000.00 |
| Site Plan Review — Minor | $7,500.00 |
| DRC Resubmittal — 4th Review and After | $3,000.00 |

### DRB — Design Review Board

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| DRB Application Fee — Major (New) | $5,000.00 |
| DRB Application Fee — Minor / Revision / Addition — Single-Family | $2,500.00 |
| DRB Application Fee — Minor / Revision / Addition — Multi-Family / Commercial | $4,000.00 |
| DRB Special / Waiver Approval — Single-Family | $5,000 + $500 per request |
| DRB Special / Waiver Approval — Multi-Family / Commercial | $10,000 + $1,000 per request |
| Maximum Building Length / Breezeway — Waterfront Lots | $10,000 + $55 per 1,000 sq. ft. |
| Maximum Building Length / Breezeway — Nonwaterfront Lots | $10,000 + $35 per 1,000 sq. ft. |
| DRB Resubmittal — 3rd Review and After | $3,000.00 |
| Sign-Off Approval | $500.00 |
| DRB Appeal — Town Council Review Required | $3,000.00 |
| DRB Site Plan Approval Extension | $3,000.00 |

### Development Review / Town Attorney & Town Council

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| Dedication of 11-Foot Strip | $5,000 per lot |
| Unity of Title / Subdivision — 2 Lots | $5,000 |
| Unity of Title / Subdivision — Each Additional Lot | $100 per additional lot |
| Telecommunication Application — Chapter 5 ¼ | $800 per application |
| Rezoning Application | $10,000.00 — nonrefundable |
| Planned Unit Development (PUD) | $20,000.00 — nonrefundable |
| Zoning Map Amendment | $7,500.00 |
| Plat Review / Replatted | $10,000.00 |
| Vacation of Right-of-Way | $10,000 + cost recovery |
| Parking Trust Application / Processing — §23-29.1 | $5,000 + per-space amount set by Resolution |
| TDR — Private Transaction | $5,000 per application |
| TDR — Town Transaction | $2,500 + per-dwelling-unit amount set by Resolution |
| Development Agreement Process | $10,000.00 |
| Public Hearing | $2,000.00 |
| Mailing / Advising Town Council | $500 + cost recovery |
| Special Use Approval — B-1 Zone | $25,000 per request |
| Special Approval | $10,000 per request |
| Valet Parking | $10,000.00 |

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| Mechanical & Robotic Parking System | $10,000 + $100 per space |

## Variances & Special Approvals

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| Administrative Variance — Single-Family | $2,500 filing fee + $500 per request |
| Administrative Variance — Multi-Family / Commercial | $5,000 filing fee + $500 per request |
| Variance — Single-Family | $8,000 filing fee + $500 per request |
| Variance — Multi-Family / Commercial | $15,000 filing fee + $2,000 per request |

## Planning & Zoning Inspections

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| New Construction — Single-Family | $1,000.00 |
| New Construction — Multi-Family / Commercial — Single Lot | $5,000.00 |
| New Construction — Multi-Family / Commercial — Two or More Lots | $8,000.00 |
| Reinspection | $75.00 per inspector |
| Zoning Inspection — Pool | $150.00 |
| Zoning Inspection — Fence | $150.00 |
| Zoning Inspection — Retaining Wall | $150.00 |
| Zoning Inspection — Windows / Doors | $150.00 |
| Zoning Inspection — Driveway | $150.00 |
| Zoning Inspection — Accessory Structure | $150.00 |
| Zoning Inspection — Mechanical Equipment | $150.00 |
| Zoning Inspection — Generator | $150.00 |
| Zoning Inspection — Decks / Docks | $150.00 |
| Zoning Inspection — Seawalls | $150.00 |
| Any Permit Requiring Zoning Review and Inspection | $150.00 |
| Zoning TCO — Per Inspection | $200.00 |
| BTR / Vacation Rental / Change of Use Inspection | $75.00 |

## General Planning & Zoning Services

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| Planning & Zoning Inquiries | $200.00 per hour |
| Permit Review | $200.00 per hour |
| Town Manager's Waiver — Single-Family Only; 5% Point | $2,000.00 |
| Training & Certification Fee | 10% of the cost |
| Consultant Recovery Fee — Administrative Fee | 2.5% |
| Consultant Recovery — Deposit | $25,000.00 deposit |

## Landscape, Tree & Irrigation Inspection and Compliance Services

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| Permit Review | $150.00 per hour |
| DRB / DRC Tree Inventory & Landscape Plan Review | $150.00 per hour |
| Tree Protection Inspection | $150.00 per hour |
| Tree Quality & Florida Grade #1 Inspection | $150.00 per hour |
| Tree Installation & Planting Compliance Inspection | $150.00 per hour |
| Pre-Removal Tree Inspection | $150.00 per hour |
| Tree Relocation Inspection | $150.00 per hour |
| Landscape Installation Inspection | $150.00 per hour |
| Irrigation System Compliance Inspection | $150.00 per hour |

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| Final Landscape & Tree Compliance Inspection | $150.00 per hour |
| Tree / Plant Replacement Inspection | $150.00 per hour |

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

| | |
|---|---|
| **TO:** | Mayor and Town Council Members |
| **THRU:** | Lindsley Noel, Town Manager<br>Evelyn Herbello, Town Clerk |
| **CC:** | Tania Cruz, Esq., Consultant Town Attorney |
| **FROM:** | Lorrainia Belle<br>Town Planner |
| **DATE:** | August 19, 2026 |
| **SUBJECT:** | Town of Bay Harbor Islands – Proposed Update to the Town's Maintenance of Traffic (MOT) Fee Schedule |

## RECOMMENDATION

Town Council discretion to adopt the attached Resolution establishing an updated Maintenance of Traffic (MOT) Fee Schedule to reflect current market rates, align with neighboring municipalities, and ensure full cost recovery for Town services related to right-of-way management and traffic control.

## BACKGROUND

The Town of Bay Harbor Islands currently maintains a flat fee of $150.00 for Maintenance of Traffic (MOT) permits. This fee structure has been in place for several years and does not adequately account for the varying complexity, duration, and impact of different types of work conducted within the Town's public right-of-way.

A comparative analysis with the Town of Surfside confirms that Bay Harbor Islands' current MOT fees are significantly below regional averages, particularly for road closures, re-

inspections, and moving vehicle permits. This undervaluation results in a substantial subsidy of private development by Town taxpayers and limits the Town's ability to recover the full cost of staff time, technical review, administrative processing, and inspection services required for these activities.

In response, staff has conducted a detailed fee analysis to establish a modern, competitive, and justifiable fee structure. The proposed updates are based on benchmarking against the Town of Surfside's Public Works Fee Schedule (Resolution No. 2025-3401), which provides a comprehensive and recently updated framework for MOT-related fees.

## ANALYSIS

The analysis reveals that Bay Harbor Islands' current flat fee of $150.00 does not adequately capture the full cost of services provided, particularly for complex projects requiring road closures, multiple inspections, or extended durations. The proposed increases are not arbitrary but are strategically aligned with the fees of Surfside, a neighboring municipality with similar coastal community characteristics and right-of-way management needs.

**Fee Comparison Summary**

| Fee Category | Current BHI Fee | Proposed BHI Fee | Surfside Fee (Benchmark) |
|---|---|---|---|
| **Permit Application** | $150.00 | **$500.00** | $500.00 |
| **Road Closure (Local)** | Not specified | **$0.35/LF/Day ($200 min.)** | $0.35/LF/Day ($200 min.) |
| **Road Closure (Arterial)** | Not specified | **$0.50/LF/Day ($500 min.)** | $0.50/LF/Day ($500 min.) |
| **Re-Inspection** | Not specified | **$250.00/Each** | $250.00/Each |
| **After Hours Inspection** | Not specified | **$750.00/Each** | $750.00/Each |
| **Moving Vehicle Permit** | Not specified | **$200-$500 per day** | $200-$500 per day |

**Note:** Proposed fee increases are shown in **red** to highlight the change from the current flat rate of $150.00.

The proposed updates are justified by the following principles:

1. **Cost Recovery:** The new fees are designed to cover the full expense of plan review, inspection, professional consultation, and administrative overhead associated with MOT plan processing and enforcement.
2. **Market Alignment:** The proposed fees bring the Town in line with the regional market, specifically matching the fee structure of the **Town of Surfside**, which serves

as an appropriate peer municipality given its similar size, coastal location, and right-of-way management challenges.

3. **Completeness and Clarity:** The new MOT Fee Schedule introduces fees for specific services (e.g., Road Closures - Local and Arterial, Re-Inspections, After Hours Inspections, Moving Vehicle Permits) that are standard in other jurisdictions but not currently codified in Bay Harbor Islands, ensuring transparency and consistent application.
4. **Incentivizing Compliance:** Fees for re-inspections and work conducted outside normal hours encourage compliance with approved plans and reduce administrative burden on Town staff.
5. **Equitable Cost Allocation:** The new fee structure ensures that the users of right-of-way services—not the general taxpayer—pay the cost of those services. This update will provide the Town with the resources needed to maintain high-quality review, efficient service, and effective code enforcement.

**ROAD CLOSURE RATIONALE**

The proposed MOT Fee Schedule introduces Road Closure fees for work conducted within the Town's right-of-way. These fees are structured as follows:

- Local Roads (East Island): $0.35 per lineal foot, per day ($200.00 minimum)
- Arterial Roads (Kane Concourse, East Bay Harbor Drive & West Bay Harbor Drive): $0.50 per lineal foot, per day ($500.00 minimum)

These new fees are recommended for the following reasons:

1. Traffic Impact Mitigation: Road closures impact traffic flow, emergency vehicle access, and neighborhood connectivity. The fee structure accounts for the level of disruption caused by the closure.
2. Administrative Handling: The Town incurs costs for processing the permit, coordinating with the Police Department, managing traffic control plans, and ensuring public safety during the closure period.
3. Multiple Lane Closures: If more than one (1) lane is closed, the applicable fee shall be assessed for each lane closed, ensuring that projects with greater traffic impact contribute proportionately.
4. Alignment with Surfside: Matching the fee structure of Surfside ensures competitiveness and fairness for residents and businesses operating in both communities.

**UTILITY CONNECTION RATIONALE**

The proposed MOT Fee Schedule introduces a Utility Connection fee for water, sewer, and stormwater connections. This fee is structured as follows:

- Utility Connection — Water, Sewer & Stormwater: $300.00 Each, Plus Permit

This new fee is recommended for the following reasons:

1. Administrative Processing: The Town incurs costs for processing utility connection permits, coordinating inspections, and ensuring compliance with Town codes and standards.
2. Inspection and Enforcement: Utility connections require inspection to ensure proper installation and compliance with applicable regulations.
3. Cost Recovery: The fee ensures that the users of these services bear the associated costs rather than the general taxpayer.

**MOVING VEHICLE PERMIT RATIONALE**

The proposed MOT Fee Schedule introduces a new Moving Vehicle Permit for moving vans or similar large vehicles operating within the Town's right-of-way for loading and unloading purposes. This fee is structured as follows:

- East Island (Local Roads): $200.00 per day
- Arterial Roads (e.g., Kane Concourse/96th Street): $500.00 per day

This new fee is recommended for the following reasons:

1. **Administrative Handling:** The Town incurs costs for processing the permit, coordinating with the Police Department, and managing any necessary street reservations.
2. **Parking Mitigation:** A moving van often requires a reserved space in front of a property. This fee helps cover the administrative burden of managing these requests and ensuring minimal disruption to traffic flow and neighboring properties.
3. **Alignment with Surfside:** Matching the fee structure of Surfside ensures competitiveness and fairness for residents and businesses operating in both communities.

**TEMPORARY FENCE IN THE RIGHT-OF-WAY RATIONALE**

The proposed MOT Fee Schedule introduces a Temporary Fence in the Right-of-Way Permit. This fee is structured as follows:

- **Local Roads:** $200.00/day
- **Arterial Roads:** $500.00/day

This new fee is recommended for the following reasons:

1. **Building Permit Requirement:** A temporary fence building permit is required for any portion of the fence located on private property. The approved building permit must be submitted with the MOT permit application.
2. **Zoning Approval:** Zoning approval is also required for temporary fences in the right-of-way.
3. **Right-of-Way Management:** Temporary fences in the right-of-way impact pedestrian and vehicle traffic, requiring administrative oversight and coordination.

## CONCLUSION

Adopting the updated MOT fee schedule through resolution is a necessary step toward fiscal responsibility and equitable cost allocation. The proposed fees—matching the Town of Surfside's established fee structure—ensure that the users of right-of-way services, not the general taxpayer, pay the cost of those services. This update will provide the Town with the resources needed to maintain high-quality review, efficient service, and effective code enforcement for all work conducted within the public right-of-way.ating the fee schedules is a necessary step toward fiscal responsibility and equitable cost allocation. The proposed fees ensure that the users of Planning, Zoning, and Building services not the general taxpayer pay the cost of those services. This update will provide the Town with the resources needed to maintain high-quality review, efficient service, and effective code enforcement.

## FINANCIAL ANAYSIS

GL Line Item Number: Various (Revenue accounts for General Fund)

Total Amount Budgeted: Subject to annual budget process.

Encumbered Amount: N/A

Balance Remaining: N/A

**ATTACHMENTS**

1. Resolution Establishing an Updated Maintenance of Traffic (MOT) Fee Schedule for the Town of Bay Harbor Islands
2. MOT Fee Schedule for the Town of Bay Harbor Islands (marked-up version showing proposed changes in red)

BAY HARBOR ISLANDS

FLORIDA

CHAPTER 6

# PUBLIC WORKS DEPARTMENT

## WATER & SEWER

## FEE SCHEDULE

- Water Meters
- Sewer Allocation Fees
- Water & Sewer Administrative Fees
- Other Water & Sewer Related Fees

# CHAPTER 6

## PUBLIC WORKS DEPARTMENT

### Maintenance of Traffic (MOT) Fee

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| Permit Application — Work in Town Right-of-Way | $500.00 |
| *Road Closure — Local Roads | $0.35 per lineal foot, per day ($200.00 minimum) |
| *Road Closure — Arterial Roads (Kane Concourse East Bay Harbor Drive & West Bay Harbor Drive) | $0.50 per lineal foot per day ($500.00 minimum |
| Utility Connection Water, Sewer & Stormwater | $300 Each, Plus Permit |
| Re-Inspection — After Second Failed Inspection | $250.00 per inspection |
| After-Hours Inspection — Subject to Availability | $750.00 per inspection |
| Moving Vehicle in ROW — Loading/Unloading | Local Roads: $200.00/day; Arterial: $500.00/day |
| **Temporary Fence in Right-of-Way | Local Roads: $200.00/day; Arterial: $500.00/day |

*Per Lane: If more than one (1) lane is closed, the applicable fee shall be assessed for each lane closed.

**Temporary Fence in the Right-of-Way Permit: A temporary fence building permit is required for any portion of the fence located on private property. The approved building permit must be submitted with the MOT permit application. Zoning approval is also required.

### Water Meter Fees

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| New Water Meter — 1 Inch | $243.58 |
| New Water Meter — 1 1/2 Inch | $381.69 |
| New Water Meter — 2 Inch | $1,784.88 |
| New Water Meter — 3 Inch | $2,224.64 |
| New Water Meter — 4 Inch | $3,375.00 |

### Water & Sewer Administrative Services

| FEE / SERVICE | AMOUNT / BASIS |
|---|---|
| Sewer Allocation Letter | $275.00 |
| Water / Sewer Impact Fees | See Chapter 4 — Impact Fees |

**RESOLUTION NO.**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ADOPTING AN UPDATED MAINTENANCE OF TRAFFIC (MOT) FEE SCHEDULE FOR WORK CONDUCTED WITHIN OR IMPACTING THE TOWN'S PUBLIC RIGHT-OF-WAY; PROVIDING FOR THE REPEAL OF CONFLICTING FEE SCHEDULES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the Town of Bay Harbor Islands is committed to providing efficient, high-quality review and inspection services for all work conducted within or impacting the Town's public right-of-way, including roadways, alleys, sidewalks, and swales; and

**WHEREAS,** the cost of providing these services, including professional staff time, technical review, administrative processing, inspection, and enforcement, should be borne by the users of these services to ensure fiscal responsibility and equitable cost allocation; and

**WHEREAS,** the Town's current Maintenance of Traffic (MOT) fee structure consists of a flat fee of $150.00, which no longer reflects the full cost of service delivery and does not account for the varying complexity, duration, and impact of different types of work conducted within the public right-of-way; and

**WHEREAS,** a detailed comparative analysis with the Town of Surfside has demonstrated that the Town's current MOT fees are significantly below regional market rates, particularly for road closures, re-inspections, after-hours inspections, and moving vehicle permits; and

**WHEREAS,** Town staff have prepared a proposed MOT Fee Schedule based on the established fee structure of the Town of Surfside, a neighboring municipality with similar coastal community characteristics and right-of-way management needs; and

**WHEREAS,** the proposed MOT Fee Schedule establishes clear, competitive, and justifiable fees that reflect the actual cost of services provided, ensure full cost recovery, and promote transparency and consistent application; and

**WHEREAS,** the proposed MOT Fee Schedule includes new fees for Utility Connections (Water, Sewer & Stormwater), Temporary Fences in the Right-of-Way, and Moving Vehicle Permits, which are standard in comparable jurisdictions but were previously not codified in the Town's fee schedule; and

**WHEREAS,** the Town Council finds that adopting an updated MOT Fee Schedule is necessary to ensure that users of right-of-way services, not the general taxpayer, pay the cost of those services, and to align the Town's practices with those of comparable jurisdictions in South Florida;

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

**Section 1. Adoption of Updated MOT Fee Schedule.** The attached Exhibit A (Maintenance of Traffic Fee Schedule for the Town of Bay Harbor Islands), which is incorporated by reference as if fully set forth herein, is hereby adopted as the official fee schedule for all Maintenance of Traffic permits and related services for the Town of Bay Harbor Islands.

**Section 2. Applicability**. This Resolution and the attached MOT Fee Schedule shall apply to all projects, developments, or activities that require work within or impact the Town's public right-of-way, including but not limited to:

- Roadways, alleys, sidewalks, and swales
- Lane closures and full road closures
- Detours and partial closures
- Sidewalk closures and pedestrian detours
- Moving vehicles and moving vans

- Temporary fences in the right-of-way
- Utility connections for water, sewer, and stormwater
- Any other activity requiring a Maintenance of Traffic plan as defined in the Town's MOT Form and Guidelines

**Section 3. Fee Structure.** The fees established in Exhibit A shall be assessed as follows:

- Permit Application Fee: $500.00 per application for work conducted within or impacting the public right-of-way.
- Road Closure Fees:
    - Local Roads (East Island): $0.35 per lineal foot, per day ($200.00 minimum)
    - Arterial Roads (Kane Concourse, East Bay Harbor Drive & West Bay Harbor Drive): $0.50 per lineal foot, per day ($500.00 minimum)
    - Multiple Lane Closure: If more than one (1) lane is closed, the applicable fee shall be assessed for each lane closed.
- Utility Connection Fee: $300.00 per connection for Water, Sewer & Stormwater, plus applicable permit fees.
- Re-Inspection Fee: $250.00 per re-inspection after a second failed inspection.
- After Hours Inspection Fee: $750.00 per inspection conducted outside normal business hours, based on availability.
- Moving Vehicle Permit:
    - Local Roads: $200.00 per day
    - Arterial Roads: $500.00 per day
- Temporary Fence in the Right-of-Way Permit:
    - Local Roads: $200.00 per day
    - Arterial Roads: $500.00 per day
    - Note: A temporary fence building permit is required for any portion of the fence located on private property. The approved building permit must be submitted with the MOT permit application. Zoning approval is also required.

**Section 4. Repeal of Conflicting Provisions.** All prior resolutions, ordinances, or sections of the Town Code establishing fees for Maintenance of Traffic permits and related services are hereby repealed to the extent they are in conflict with this Resolution. Specifically, the current flat fee of $150.00 for MOT permits is hereby repealed and replaced by the fee structure set forth in Exhibit A.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon its adoption by the Mayor and Town Council. The fees established herein shall apply to all applications for MOT permits submitted on or after the effective date, as well as to all ongoing projects that have not yet received final approval or that require modification to an existing MOT permit.

**Section 6. Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Resolution is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate provision and such invalidity shall not affect the validity of the remaining portions of this Resolution.

**Section 7. Conflict.** All resolutions or parts of resolutions in conflict herewith are hereby repealed.

**ADOPTED THIS 19TH DAY OF AUGUST, 2026.**

_____

ISAAC SALVER

MAYOR

ATTEST:

_____

EVELYN HERBELLE, INTERIM

TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

TOWN ATTORNEYS

BY: TANIA CRUZ, ESP.

**AGENDA ITEM REPORT**
August 19, 2026

**ITEM NUMBER: 12.**

**ITEM:** Consideration and approval of a resolution for authorization to close and consolidate operating bank accounts.

**DESCRIPTION:**
Discussion and possible action to authorize the Town Manager to close twelve (12) Town bank accounts maintained at Bank of America, as listed herein, maintaining the General Fund account ending in 0007 (which will serve as the master Treasury Fund) and the Accounts Payable clearing account ending in 1644, and to transfer remaining balances to the Treasury Fund, except for two pension accounts whose funds will be transferred to The Florida Municipal Pension Trust Fund (FMPTF).

**BACKGROUND:**

At the January 14, 2026 meeting, the Town Council authorized the Town Manager to procure OpenGov's ERP suite, including Financial Management, Budgeting, and Utility Billing modules. As part of the ongoing implementation and system configuration, the Town is transitioning to a pooled-cash architecture. Under this setup, a master Treasury Fund holds all non-invested operating cash in a single account, while individual fund equity and interest earnings are tracked via general ledger accounting. The Town's existing General Fund account (ending in 0007) will serve as this master Treasury Fund.

Interest earned on pooled cash will be allocated proportionally to the participating funds based on their respective equity balances.

Currently, the Town utilizes the General Fund as an operational clearing account for nearly all financial activity. Expenditures and revenues for distinct funds (e.g., the Causeway Fund) pass through the General Fund, generating extensive interfund payables and receivables. Implementing the pooled-cash Treasury Fund will eliminate these repetitive interfund clearing transactions and simplify cash management by drastically reducing the number of external bank accounts required.

**Statutory & Accounting Compliance for Restricted Funds**

This pooled-cash structure fully complies with relevant Florida Statutes, IRS regulations, and Governmental Accounting Standards Board (GASB) guidelines regarding accounting for restricted funds:

1. **Impact Fees:** Governed by the Florida Impact Fee Act (§ 163.31801, F.S.) and Municipal Home Rule Authority (§ 166.04151, F.S.).

2. **Building Permit Fees:** Authorized under Municipal Fee Authority (§ 166.222, F.S.) and governed by the Florida Building Code framework (§ 553.80(7), F.S.), which mandates

permit and inspection fee tracking and reporting.

3. **Future Bond Proceeds:** When and if the Town issues bonds in the future, proceeds will be maintained in a separate, dedicated bank account to ensure strict compliance with IRS regulations (including arbitrage restrictions) and specific bond covenants.

Separate ledger accounting fulfills statutory obligations for general operating and restricted fee resources; these do not require physical placement in separate bank accounts. In accordance with the Florida Department of Financial Services (DFS) Uniform Accounting System Manual and GASB Codification Section 1300.119, separate funds serve to identify and segregate assets, liabilities, revenues, and expenditures in the ledger, but do not require physical segregation of bank deposits. Maintaining self-balancing sets of ledger accounts within the ERP ensures legal and operational compliance.

**Implementation Action & Specific Accounts**

Advance authorization is requested to close the unnecessary Bank of America accounts while system configuration is completed. The following twelve (12) bank accounts will be closed:

- **Operating & Capital Accounts (Balances transferred to General Fund/Treasury Fund 0007):**
  - Parking Meter Fund (ending in 1719)
  - Broad Causeway Revenue Fund (ending in 1727)
  - General Capital Fund (ending in 2176)
  - Water Fund (ending in 2184)
  - Payroll Clearing (ending in 0015)
  - Customer Deposits (ending in 6621)
  - Sewer Account (ending in 0057)
  - Solid Waste Fund (ending in 4188)
  - Stormwater Fund (ending in 4615)
  - Law Enforcement Trust Fund (ending in 0852)

- **Pension Accounts (Balances transferred to FMPTF):**
  - Employees Retirement System (ending in 0073)
  - Employees Retirement System (ending in 7408)

*Note on Pension Accounts:* These two Employees Retirement System accounts consist of Chapter 185 insurance premium tax distributions dating back to prior to FY 2016, along with associated interest. The premium tax is collected by the State of Florida on certain property and casualty insurance policies covering properties within the Town of Bay Harbor Islands and remitted to the Town. These funds are distributed to eligible local governments to provide supplemental pension benefits for police officers. The funds were remitted to the Town and deposited into these Bank of America accounts but were never transferred to the pension administrator. These monies are included in the cash balance of the pension fund and are not considered Town funds; closing the accounts and transferring the balances directly to The

Florida Municipal Pension Trust Fund (FMPTF) resolves this long-standing administrative item.

- **Retained Bank Accounts:**
  - General Fund Account (ending in 0007) – *To serve as the Treasury Fund*
  - Accounts Payable Clearing Account (ending in 1644)

**RECOMMENDED ACTION:**
We recommend the Town Council authorize the Town Manager to execute all necessary agreements and documentation to close the twelve (12) specified Town bank accounts at Bank of America—maintaining the General Fund account (ending in 0007, serving as the Treasury Fund) and the Accounts Payable clearing account (ending in 1644)—and authorize the transfer of remaining funds to the Treasury Fund and The Florida Municipal Pension Trust Fund (FMPTF), as appropriate.

---

**FINANCIAL ANALYSIS:**
Consolidating physical bank accounts reduces administrative overhead, minimizes bank service fee exposure across multiple accounts, and streamlines monthly reconciliations. Interest earnings will be distributed equitably across participating operating funds. Transferring the Chapter 185 premium tax funds to the FMPTF properly positions non-Town pension assets with the pension administrator. Interfund equity tracking within the new OpenGov general ledger maintains full legal and accounting integrity for restricted funds without requiring physical cash fragmentation.

**BUDGET IMPACT:**

---

Submitted By: Gerald Bryan, Finance Director

**ATTACHMENTS**
None

**RESOLUTION NO. _____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE CLOSURE AND CONSOLIDATION OF CERTAIN TOWN OPERATING BANK ACCOUNTS MAINTAINED AT BANK OF AMERICA; DESIGNATING THE GENERAL FUND ACCOUNT ENDING IN 0007 AS THE TOWN'S MASTER TREASURY FUND; AUTHORIZING THE TRANSFER OF FUNDS TO THE TREASURY FUND AND THE FLORIDA MUNICIPAL PENSION TRUST FUND; AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** On January 14, 2026, the Town Council authorized procurement of OpenGov ERP software and related financial management systems;

**WHEREAS,** The Town is implementing a pooled-cash architecture utilizing a master Treasury Fund for operating cash management;

**WHEREAS,** The existing General Fund account ending in 0007 will serve as the Town Treasury Fund;

**WHEREAS,** Consolidation of bank accounts will improve efficiency, reduce administrative costs, and simplify cash management;

**WHEREAS,** Applicable Florida law and governmental accounting standards permit restricted funds to be tracked through separate fund accounting without requiring separate bank accounts;

**WHEREAS,** Certain pension-related accounts contain Chapter 185 funds that should be transferred to the Florida Municipal Pension Trust Fund; and

**WHEREAS,** The Town Council finds that account consolidation is in the best interests of the Town.

**NOW THEREFORE, IT IS HEREBY ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, AS FOLLOWS:**

**SECTION 1. RECITALS.** The foregoing recitals are incorporated herein.

**SECTION 2. APPROVAL.** The Town Council authorizes closure of the twelve identified Bank of America accounts and consolidation of operating funds into the Treasury Fund account ending in 0007.

**SECTION 3. TRANSFERS.** Remaining operating balances shall be transferred to the Treasury Fund and pension account balances transferred to the Florida Municipal Pension Trust Fund.

**SECTION 4. AUTHORIZATION.** The Town Manager is authorized to execute all documents necessary to accomplish these transfers and account closures.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall become effective 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**
August 19, 2026

**ITEM NUMBER: 13.**

**ITEM:** Consideration and approval of a budget transfer for FY 2025-2026. Town Manager

## DESCRIPTION:

We are requesting authorization to budget and transfer $2,000,000 from the General Capital Projects Fund to the General Fund to address a reduction in unassigned fund balance resulting from prior period financial restatements and reduced transfers from the Building Fund.

BACKGROUND AND ANALYSIS

The Town's audited financial statements for the fiscal year ended September 30, 2025, identified a significant error in prior year financial reports.

Correction of these accounting errors required reclassifying approximately $10,000,000 previously reported as unassigned General Fund balance. These funds were transferred to the Building Fund and recharacterized as legally restricted for building code enforcement.

This reclassification, combined with a significant reduction in budgeted transfers from the Building Fund to the General Fund, substantially reduces the unassigned General Fund balance available for general discretionary governmental purposes. To maintain operational stability and appropriate fund balance levels, staff recommends transferring $2,000,000 from the General Capital Projects Fund to the General Fund.

## RECOMMENDED ACTION:

---

## FINANCIAL ANALYSIS:

Net neutral impact on total municipal reserves; restores liquidity to the General Fund.

## 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" by necessary transfers.

**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 August, 2026.

Motion By: _____

Second By: _____

**FINAL VOTE ON ADOPTION:**

| | |
|---|---|
| Mayor Isaac Salver | _____ |
| Vice Mayor Stephanie Bruder | _____ |
| Council Member Teri D'Amico | _____ |
| Council Member Molly Diallo | _____ |
| Council Member Joshua Fuller | _____ |
| Council Member Eric Rappaport | _____ |
| Council Member Robert Yaffe | _____ |

TOWN OF BAY HARBOR ISLANDS, FLORIDA

By: _____
Isaac Salver, Mayor

Attest:

_____
Evelyn Herbello, MMC
Town Clerk

Approved as to form and legal sufficiency:

_____
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 | | 2,000,000 | Transfer In from Other Funds |
| 301 - General Capital Fund | 9990-382010 | 2,686,630 | 4,686,630 | 2,000,000 | Appropriation from General Capital fund balance |
| | **Total Revenues** | | | **$ 4,000,000** | |

**EXPENDITURES**

| Fund | Account | Current | Proposed | Variance | Explanation |
|---|---|---|---|---|---|
| 001 - General Fund | TBD | - | 2,000,000 | 2,000,000 | Contribution to General Fund Balance |
| 301 - General Capital Fund | 9990-400091 | - | 2,000,000 | 2,000,000 | Transfer Out to Other Funds |
| | **Total Expenditures** | | | **$ 4,000,000** | |

**ITEM #14**

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

| | |
|---|---|
| **TO:** | Mayor and Town Council Members |
| **THRU:** | Lindsley Noel, Town Manager<br>Evelyn Herbello, Town Clerk |
| **CC:** | Tania Cruz-Gimenez, Esq, Town Attorney |
| **FROM:** | Sam Zamacona E.I, Capital Improvements Program Director<br>Lorrainia Belle, Town Planner |
| **DATE:** | August 19, 2026 |
| **SUBJECT:** | Town of Bay Harbor Islands – Ordinance setting the fees for the Transportation Impact Fee (Section 19-70). |

## RECOMMENDATION

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

## BACKGROUND

On June 11, 2026, the Town Council unanimously approved the ordinance on first 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 ordinance 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 ordinance 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 ordinance 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. 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

# Contents


**EXECUTIVE SUMMARY** 3

- Preferred Growth and Policy Intent 3
- Legal Basis 3
- Methodology Overview 4
- Capital Facilities and Limitations 4
- Impact Fee Schedules 4
- Conclusion 4

**IMPACT FEE SCHEDULES** 5

- Bay Harbor Islands Police Services (Table 1) 5
- Bay Harbor Islands Transportation (Table 2) 5
- Bay Harbor Islands Parks and Recreation (Table 3) 5

**APPENDIX A: LEGAL AND POLICY FRAMEWORK MEMO** 7

- Historical Basis and Legal Foundations of Impact Fees in Florida 7
- The Florida Growth Management Act of 1985: 8
- The Florida Impact Fee Act: A Statewide Framework 9
- Definition of 'Infrastructure' and Allowable Uses 10
- Definition of Public Facilities 10
- Florida's Dual Rational Nexus Test for Impact Fees 11
- Recent Reforms 13
- Bay Harbor Islands Impact Fees 14

**APPENDIX B: METHODOLOGY** 17

- Step 1. Development Planning Inputs 18
- Step 2. Define Level of Service (LOS) 22
- Step 3. Determine capital cost per LOS 24
- Step 4. Calculate cost per square foot and residential & commercial impact fees 28
- Step 5. Implement with transparency and governance controls 30
- Step 6. Update periodically 31

# 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

---

[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,

---

[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]

---

[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<br>▪ Intersections and interchange improvements<br>▪ Traffic signals and turn lanes<br>▪ Transit facilities (bus terminals, park-and-ride)<br>▪ Mobility infrastructure replacing traditional road impact fees (where adopted) | ▪ Must add capacity, not just resurface or maintain<br>▪ Cannot fund routine maintenance or operations |

| Parks and Recreation (Table 5) | |
|---|---|
| **Eligible** | **Ineligible** |
| ▪ Recreation centers<br>▪ Athletic fields<br>▪ Greenways and trails<br>▪ Land acquisition for parks | ▪ Programming<br>▪ Event staffing<br>▪ Routine maintenance |

| Police Service (Table 6) | |
|---|---|
| **Eligible** | **Ineligible** |
| ▪ Police stations and substations<br>▪ Sheriff's office facilities<br>▪ Evidence facilities<br>▪ Police vehicles (when growth-related)<br>▪ Equipment to outfit vehicles (radios, cages, etc.) | ▪ Salaries<br>▪ Fuel<br>▪ 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.

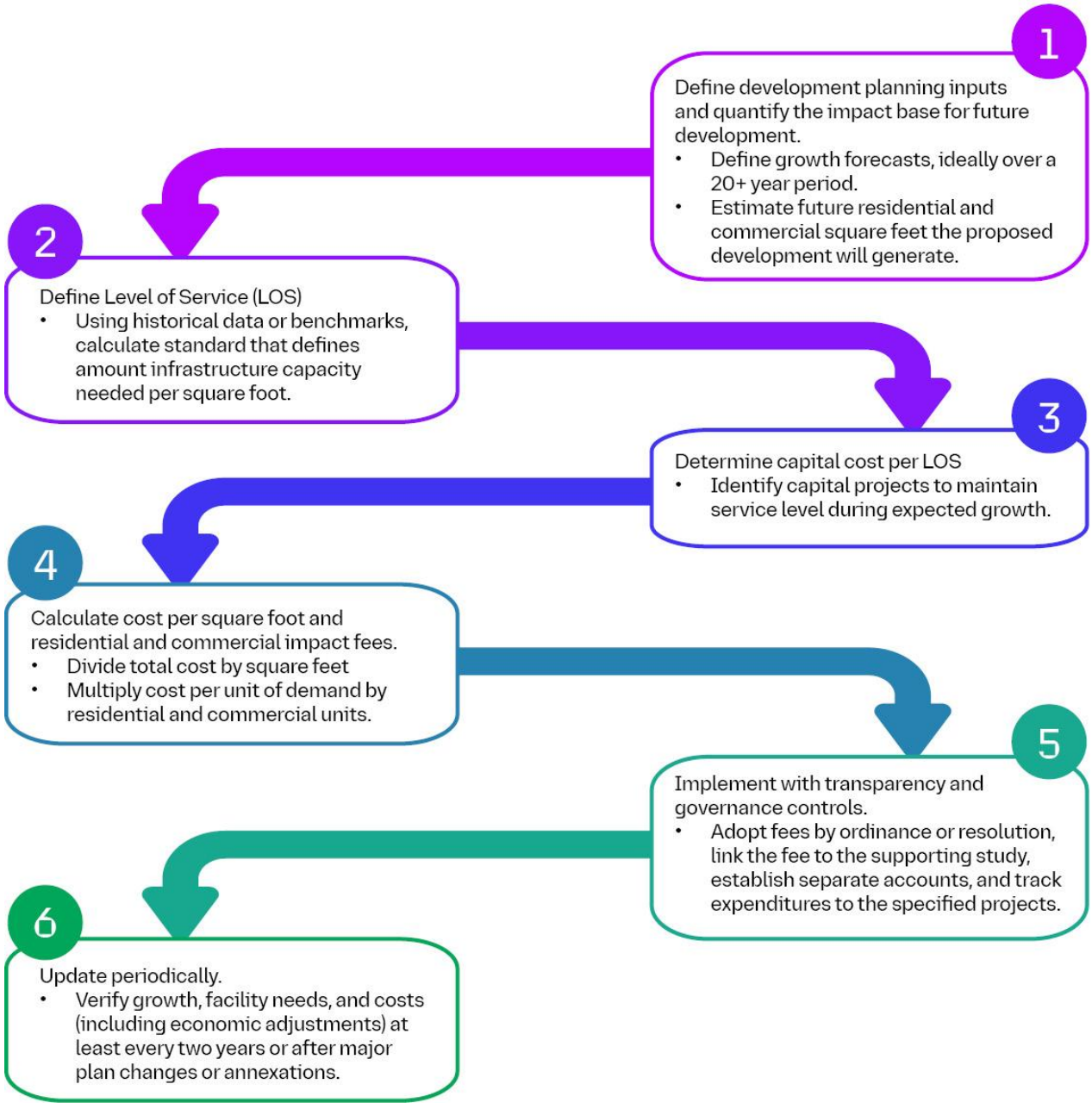



Figure 1: Proposed six-step methodology

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.

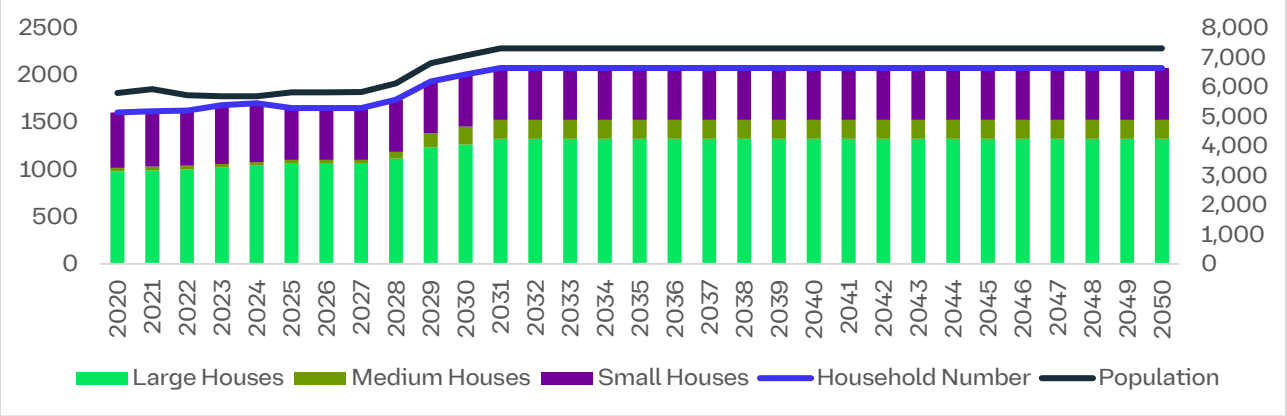



Figure 2: Projected population and household growth

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.

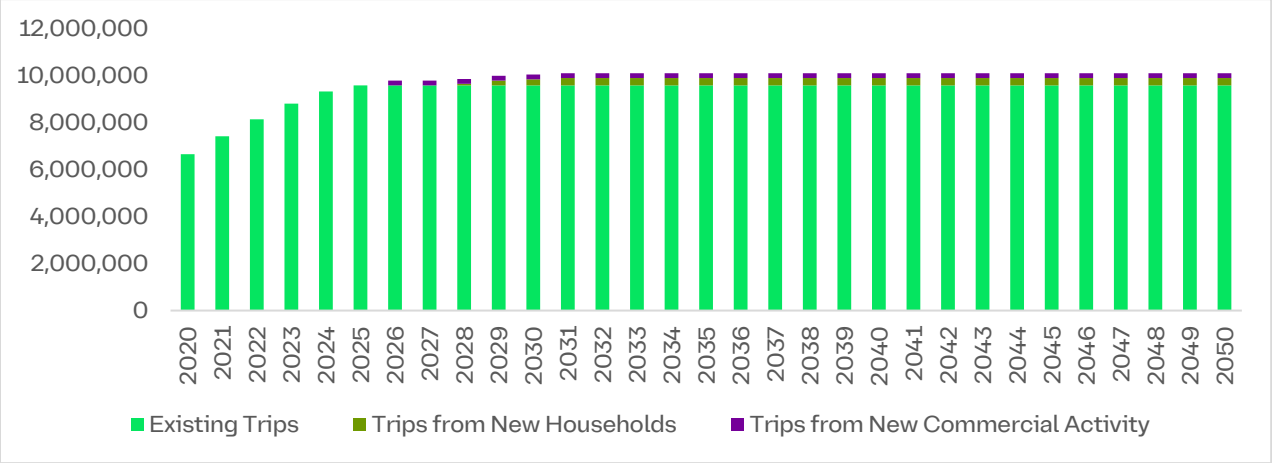



Figure 3: Projected trips associated with new developments under 0% growth assumption

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.

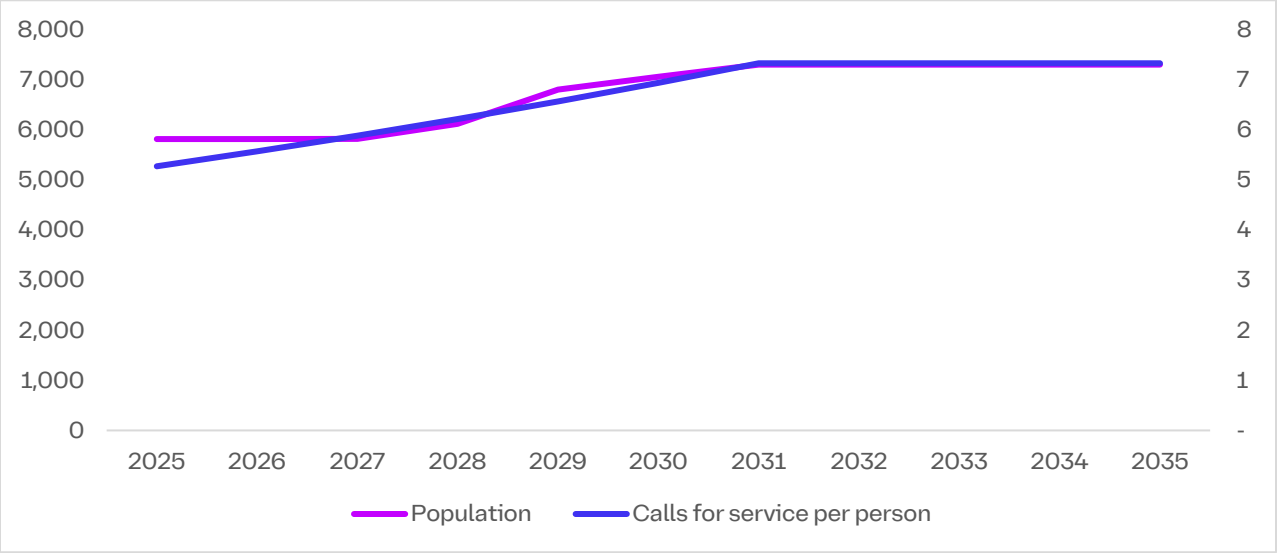



Figure 4: Police LOS illustrated by calls for service per capita

## 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.

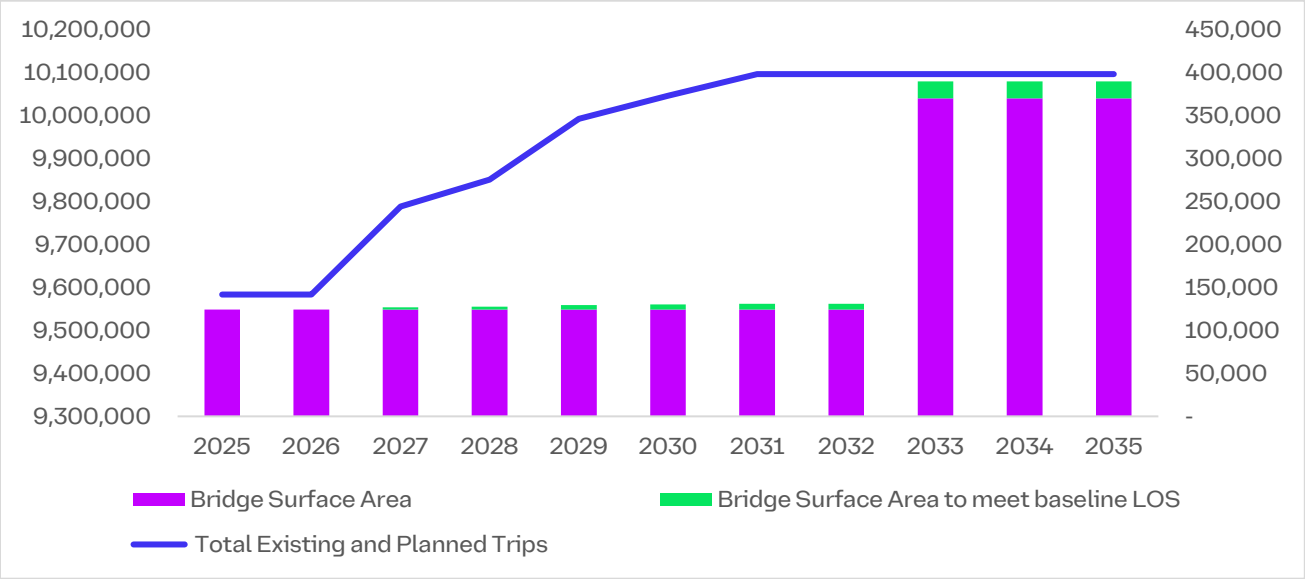



Figure 5: Transportation LOS illustrated by trips per deck area

## 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.

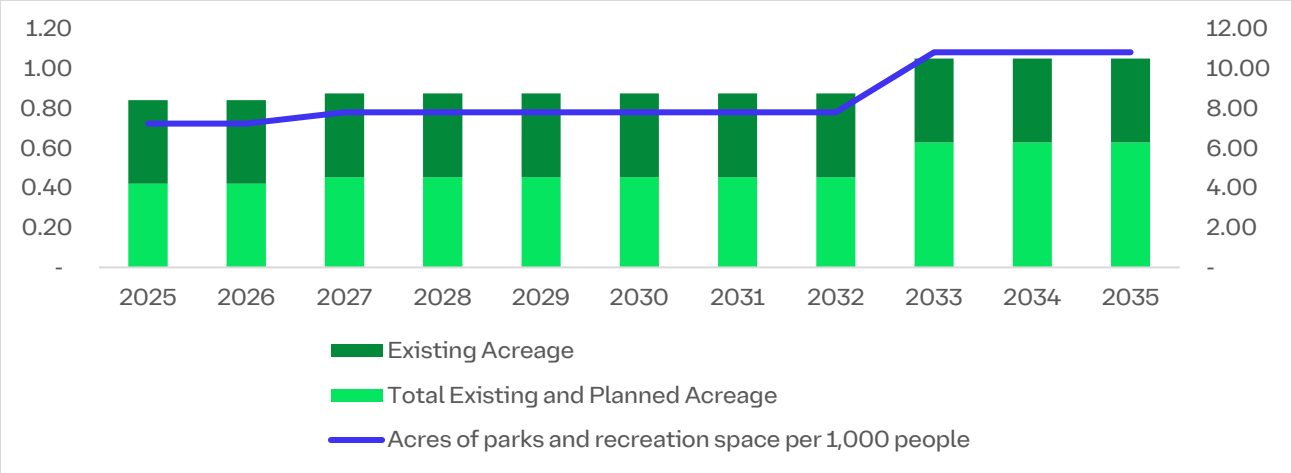



Figure 6: Parks and Recreation acreage required to maintain baseline LOS

## 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 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.

**ITEM # 15**

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

| | |
|---|---|
| **TO:** | Mayor and Town Council Members |
| **THRU:** | Lindsley Noel, Town Manager<br>Evelyn Herbello, Town Clerk |
| **CC:** | Tania Cruz-Gimenez, Esq, Town Attorney |
| **FROM:** | Adrian Hernandez, Parks and Recreation Director<br>Lorrainia Belle, Town Planner |
| **DATE:** | August 19, 2026 |
| **SUBJECT:** | Town of Bay Harbor Islands – Ordinance setting the fees for the Park Impact Fee |

## RECOMMENDATION

Town Council discretion to approve the attached Ordinance, setting the fees for the "Bay Harbor Islands Local Park Impact Fee Ordinance."

## BACKGROUND

On June 11, 2026, the Town Council unanimously approved the ordinance on first 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. Section 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 ordinance 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 Ordinance:** A critical component is that the specific fee schedule (amount per dwelling unit type) will be established by a subsequent ordinance 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 ordinance) 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 ordinance 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 **Error! Reference source not found.** 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

# Contents


**EXECUTIVE SUMMARY** 3

- Preferred Growth and Policy Intent 3
- Legal Basis 3
- Methodology Overview 4
- Capital Facilities and Limitations 4
- Impact Fee Schedules 4
- Conclusion 4

**IMPACT FEE SCHEDULES** 5

- Bay Harbor Islands Police Services (Table 1) 5
- Bay Harbor Islands Transportation (Table 2) 5
- Bay Harbor Islands Parks and Recreation (Table 3) 5

**APPENDIX A: LEGAL AND POLICY FRAMEWORK MEMO** 7

- Historical Basis and Legal Foundations of Impact Fees in Florida 7
- The Florida Growth Management Act of 1985: 8
- The Florida Impact Fee Act: A Statewide Framework 9
- Definition of 'Infrastructure' and Allowable Uses 10
- Definition of Public Facilities 10
- Florida's Dual Rational Nexus Test for Impact Fees 11
- Recent Reforms 13
- Bay Harbor Islands Impact Fees 14

**APPENDIX B: METHODOLOGY** 17

- Step 1. Development Planning Inputs 18
- Step 2. Define Level of Service (LOS) 22
- Step 3. Determine capital cost per LOS 24
- Step 4. Calculate cost per square foot and residential & commercial impact fees 28
- Step 5. Implement with transparency and governance controls 30
- Step 6. Update periodically 31

# 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

---

[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,

---

[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]

---

[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<br>▪ Intersections and interchange improvements<br>▪ Traffic signals and turn lanes<br>▪ Transit facilities (bus terminals, park-and-ride)<br>▪ Mobility infrastructure replacing traditional road impact fees (where adopted) | ▪ Must add capacity, not just resurface or maintain<br>▪ Cannot fund routine maintenance or operations |

| Parks and Recreation (Table 5) | |
|---|---|
| **Eligible** | **Ineligible** |
| ▪ Recreation centers<br>▪ Athletic fields<br>▪ Greenways and trails<br>▪ Land acquisition for parks | ▪ Programming<br>▪ Event staffing<br>▪ Routine maintenance |

| Police Service (Table 6) | |
|---|---|
| **Eligible** | **Ineligible** |
| ▪ Police stations and substations<br>▪ Sheriff's office facilities<br>▪ Evidence facilities<br>▪ Police vehicles (when growth-related)<br>▪ Equipment to outfit vehicles (radios, cages, etc.) | ▪ Salaries<br>▪ Fuel<br>▪ 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.

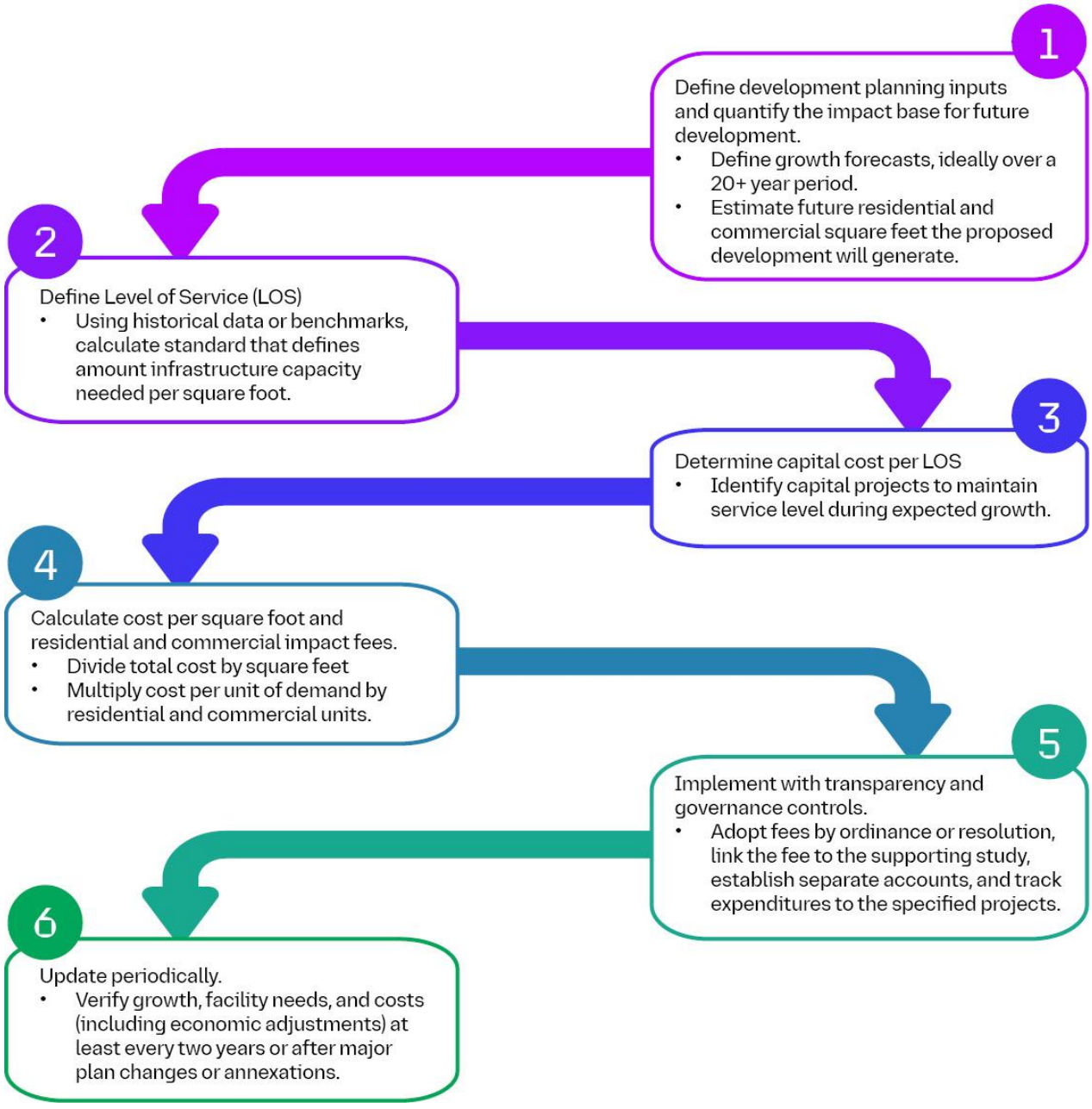



Figure 1: Proposed six-step methodology

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.

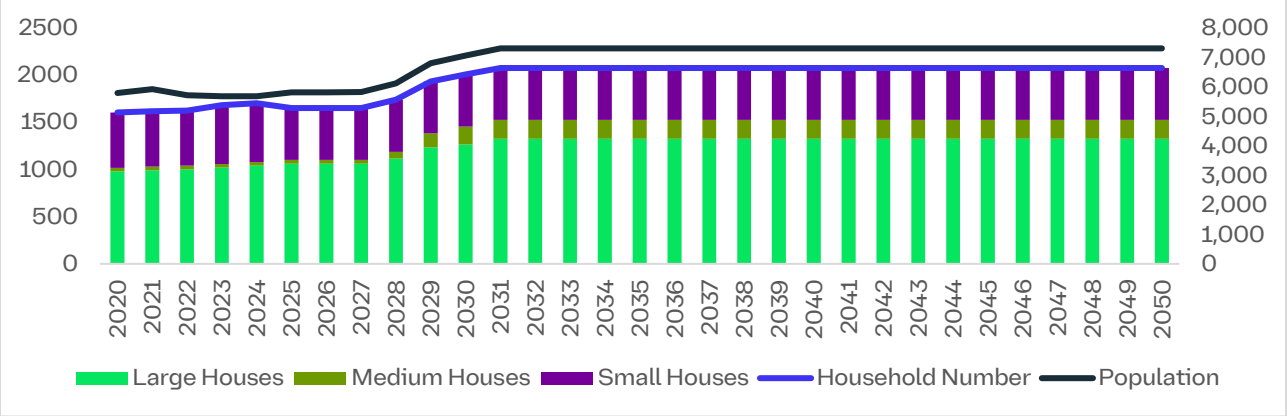



Figure 2: Projected population and household growth

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.

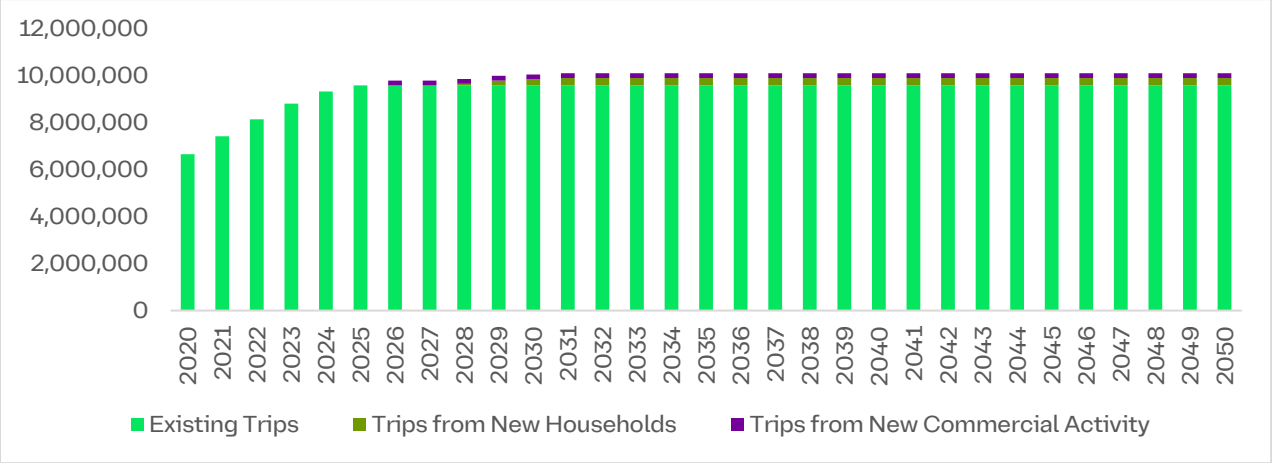



Figure 3: Projected trips associated with new developments under 0% growth assumption

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.

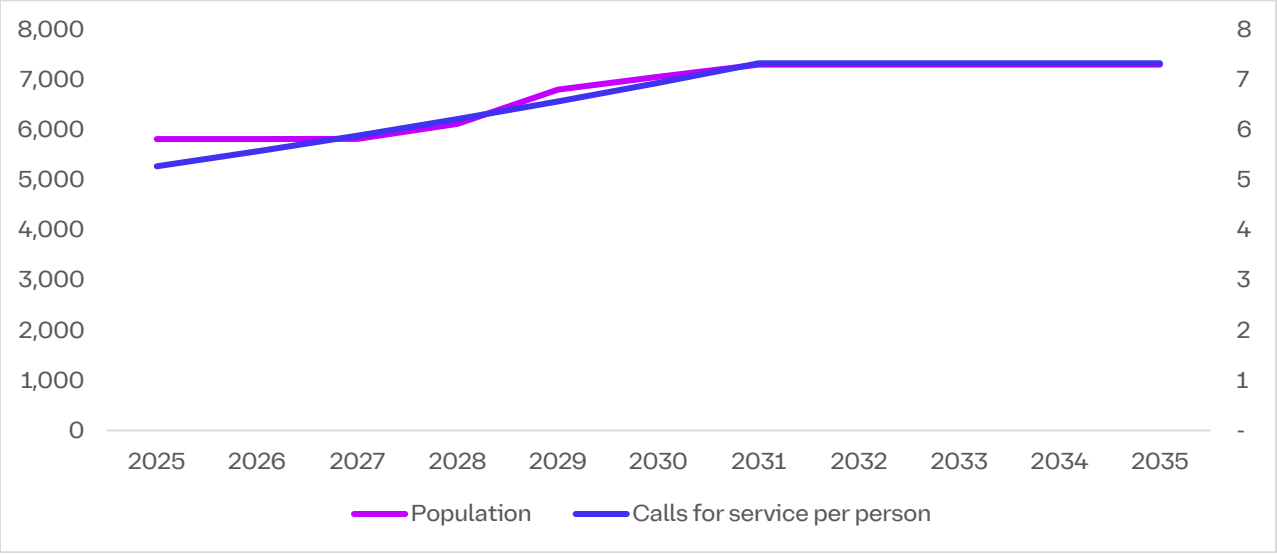



Figure 4: Police LOS illustrated by calls for service per capita

## 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.

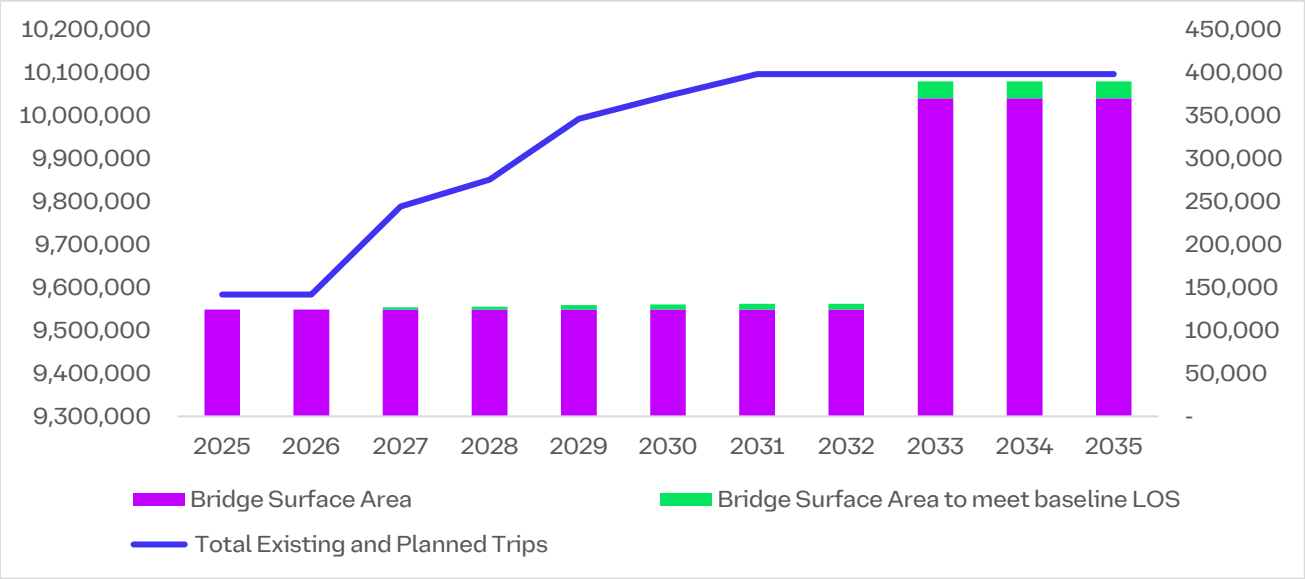



Figure 5: Transportation LOS illustrated by trips per deck area

## 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.

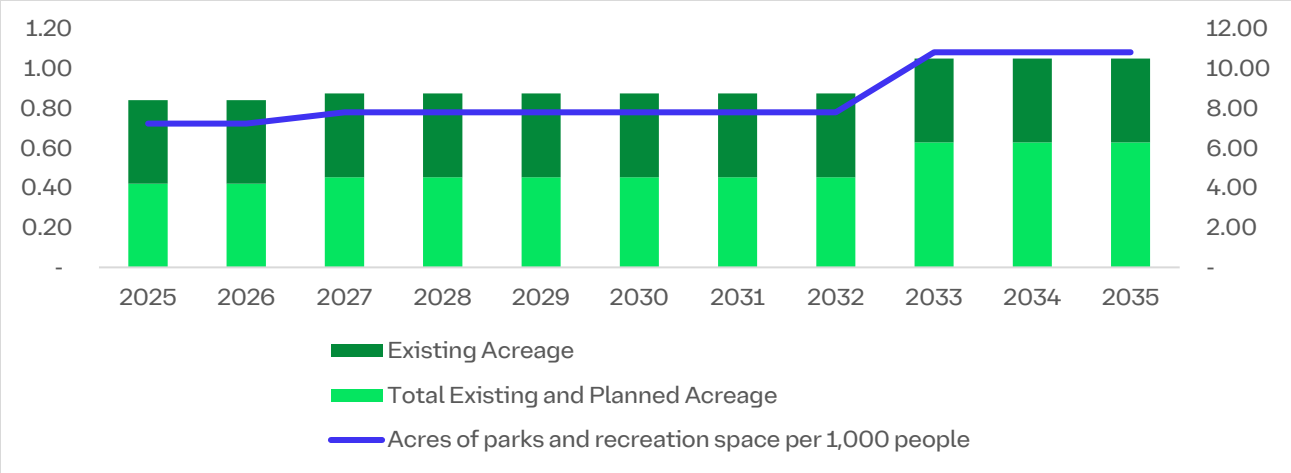



Figure 6: Parks and Recreation acreage required to maintain baseline LOS

## 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 #16**

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

| | |
|---|---|
| **TO:** | Mayor and Town Council Members |
| **THRU:** | Lindsley Noel, Town Manager<br>Evelyn Herbello, Town Clerk |
| **CC:** | Tania Cruz-Gimenez, Esq, Town Attorney |
| **FROM:** | Luis Alvarez, Chief of Police<br>Lorrainia Belle, Town Planner |
| **DATE:** | August 19, 2026 |
| **SUBJECT:** | Town of Bay Harbor Islands – Ordinance setting the fees for the Police Service Impact Fee (Section 26.1). |

## RECOMMENDATION

Town Council discretion to approve the attached ordinance, setting the fees for the Police Service Impact Fee (Section 26.1).

## BACKGROUND

On June 11, 2026, the Town Council unanimously approved the ordinance on first 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 ordinance 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 Ordinance:** A critical component of the ordinance states that the specific fee amounts for each type of development unit will be established by a subsequent ordinance, based on the forthcoming Impact Fee Study. This two-step process (1. Establish the legal authority via ordinance; 2. Set the fees via ordinance) 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 ordinance 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 ordinance.

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

# Contents


**EXECUTIVE SUMMARY** 3

- Preferred Growth and Policy Intent 3
- Legal Basis 3
- Methodology Overview 4
- Capital Facilities and Limitations 4
- Impact Fee Schedules 4
- Conclusion 4

**IMPACT FEE SCHEDULES** 5

- Bay Harbor Islands Police Services (Table 1) 5
- Bay Harbor Islands Transportation (Table 2) 5
- Bay Harbor Islands Parks and Recreation (Table 3) 5

**APPENDIX A: LEGAL AND POLICY FRAMEWORK MEMO** 7

- Historical Basis and Legal Foundations of Impact Fees in Florida 7
- The Florida Growth Management Act of 1985: 8
- The Florida Impact Fee Act: A Statewide Framework 9
- Definition of 'Infrastructure' and Allowable Uses 10
- Definition of Public Facilities 10
- Florida's Dual Rational Nexus Test for Impact Fees 11
- Recent Reforms 13
- Bay Harbor Islands Impact Fees 14

**APPENDIX B: METHODOLOGY** 17

- Step 1. Development Planning Inputs 18
- Step 2. Define Level of Service (LOS) 22
- Step 3. Determine capital cost per LOS 24
- Step 4. Calculate cost per square foot and residential & commercial impact fees 28
- Step 5. Implement with transparency and governance controls 30
- Step 6. Update periodically 31

# 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

---

[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,

---

[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]

---

[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<br>▪ Intersections and interchange improvements<br>▪ Traffic signals and turn lanes<br>▪ Transit facilities (bus terminals, park-and-ride)<br>▪ Mobility infrastructure replacing traditional road impact fees (where adopted) | ▪ Must add capacity, not just resurface or maintain<br>▪ Cannot fund routine maintenance or operations |

| Parks and Recreation (Table 5) | |
|---|---|
| **Eligible** | **Ineligible** |
| ▪ Recreation centers<br>▪ Athletic fields<br>▪ Greenways and trails<br>▪ Land acquisition for parks | ▪ Programming<br>▪ Event staffing<br>▪ Routine maintenance |

| Police Service (Table 6) | |
|---|---|
| **Eligible** | **Ineligible** |
| ▪ Police stations and substations<br>▪ Sheriff's office facilities<br>▪ Evidence facilities<br>▪ Police vehicles (when growth-related)<br>▪ Equipment to outfit vehicles (radios, cages, etc.) | ▪ Salaries<br>▪ Fuel<br>▪ 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.

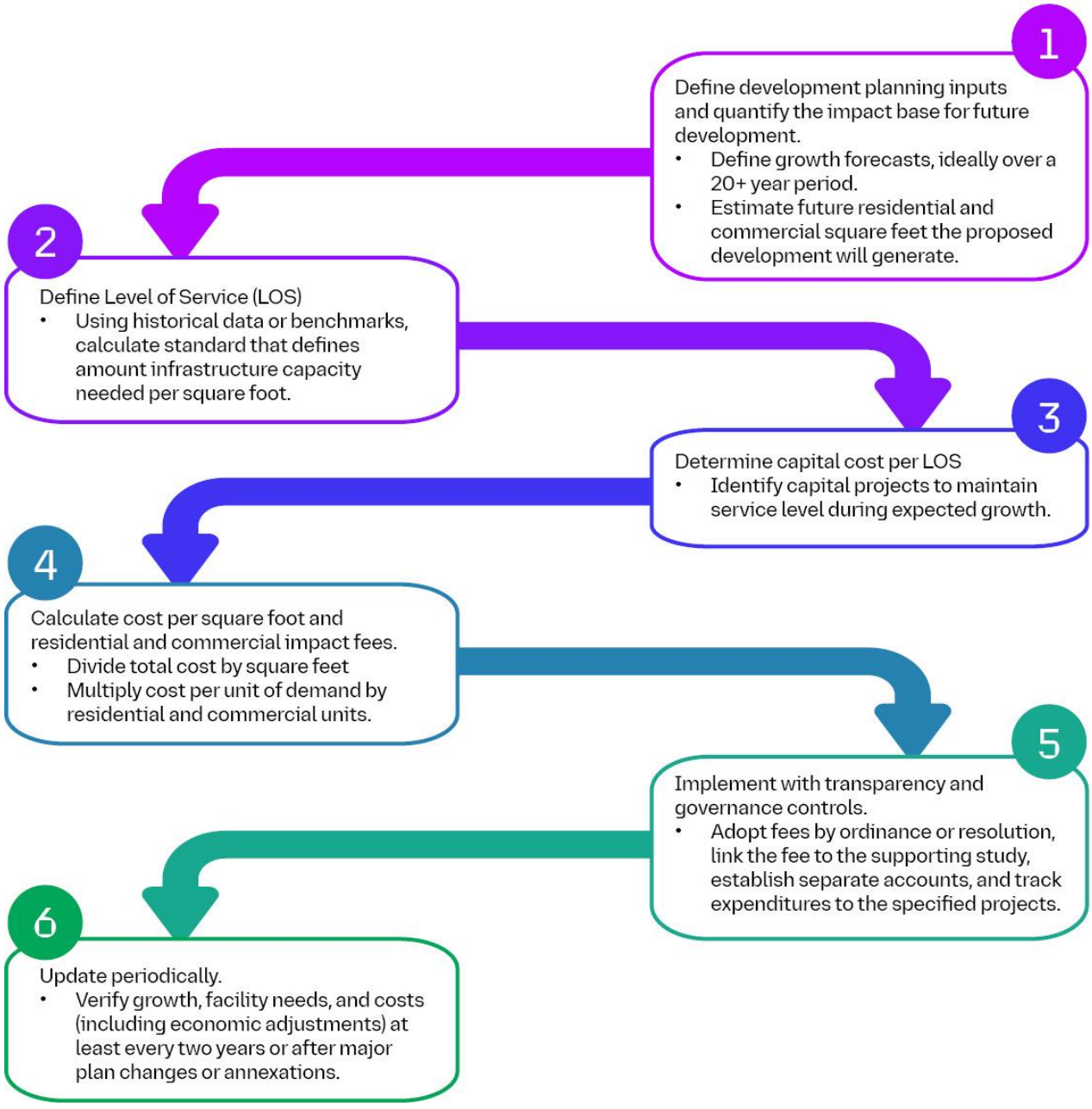



Figure 1: Proposed six-step methodology

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.

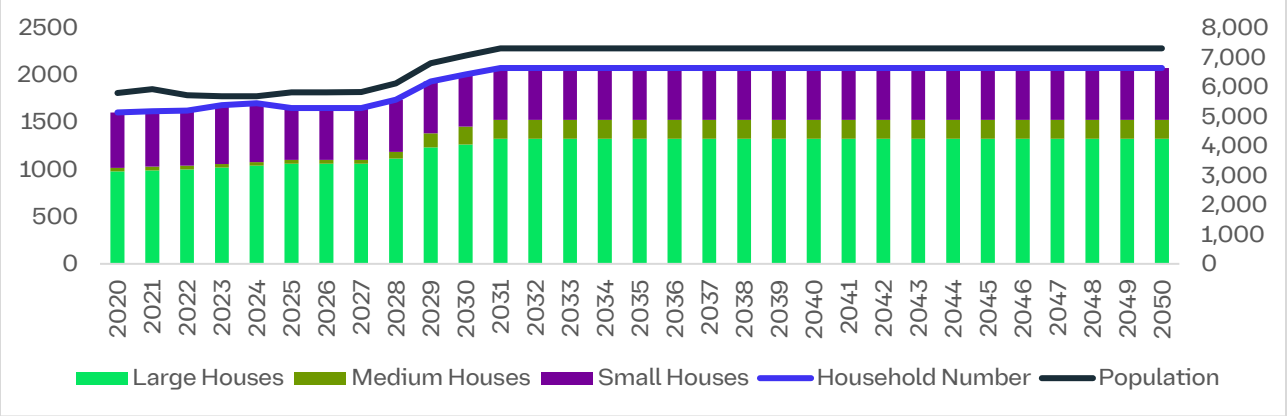



Figure 2: Projected population and household growth

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.

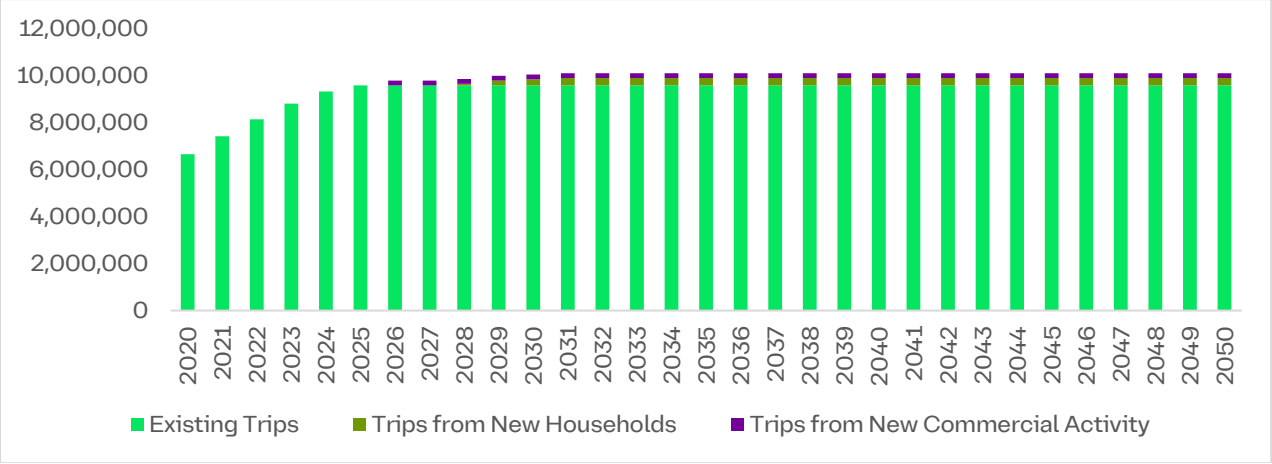



Figure 3: Projected trips associated with new developments under 0% growth assumption

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.

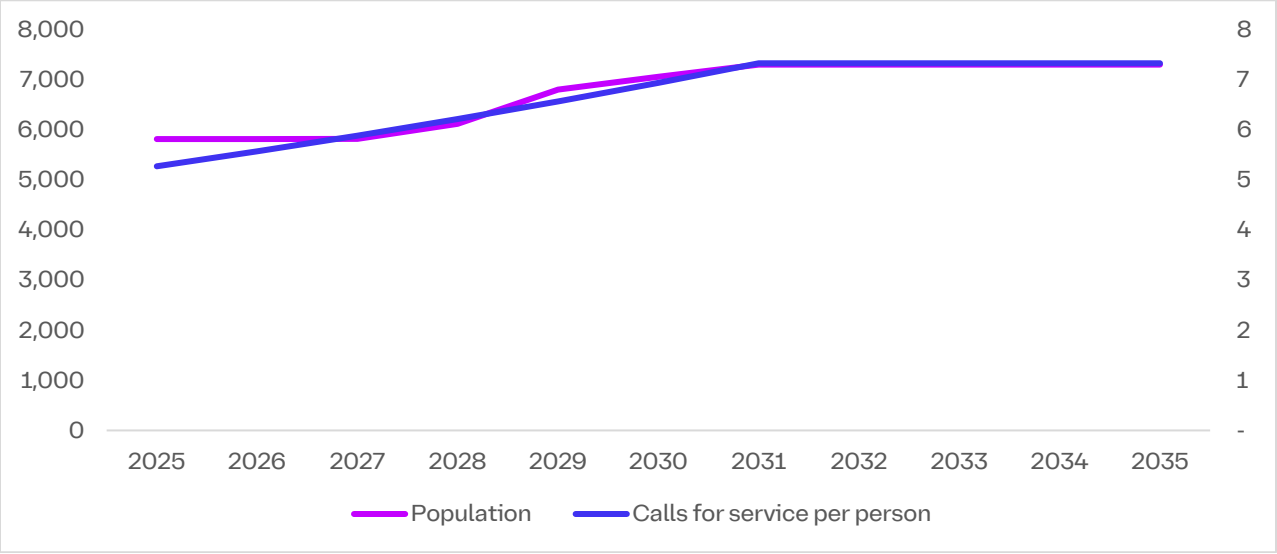



Figure 4: Police LOS illustrated by calls for service per capita

## 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.

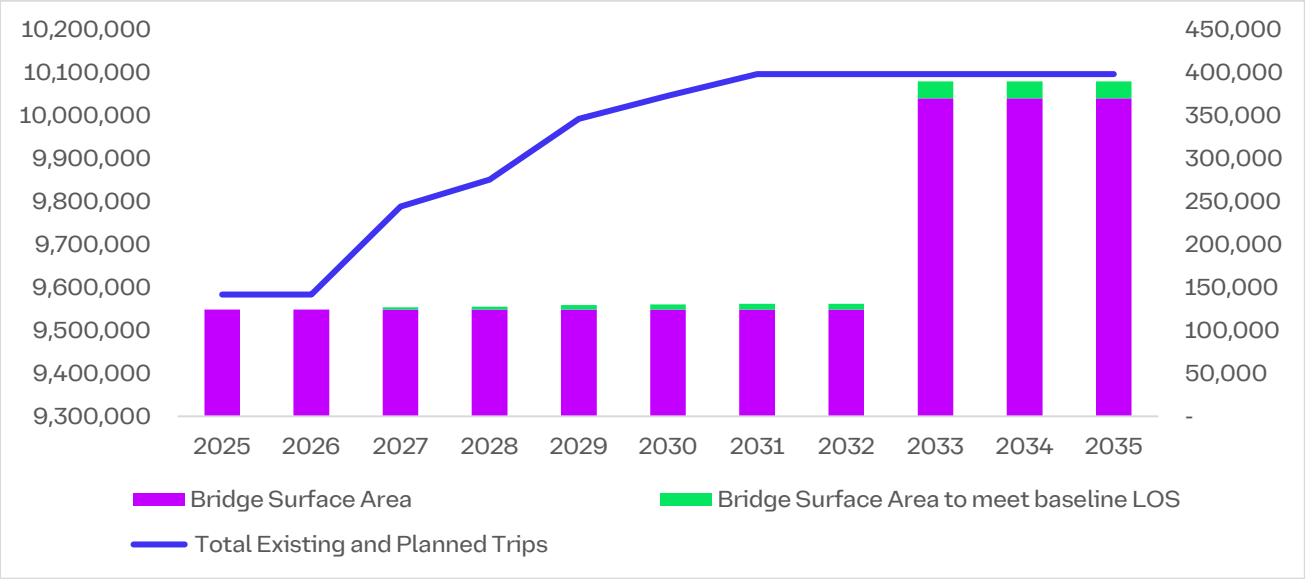



Figure 5: Transportation LOS illustrated by trips per deck area

## 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.

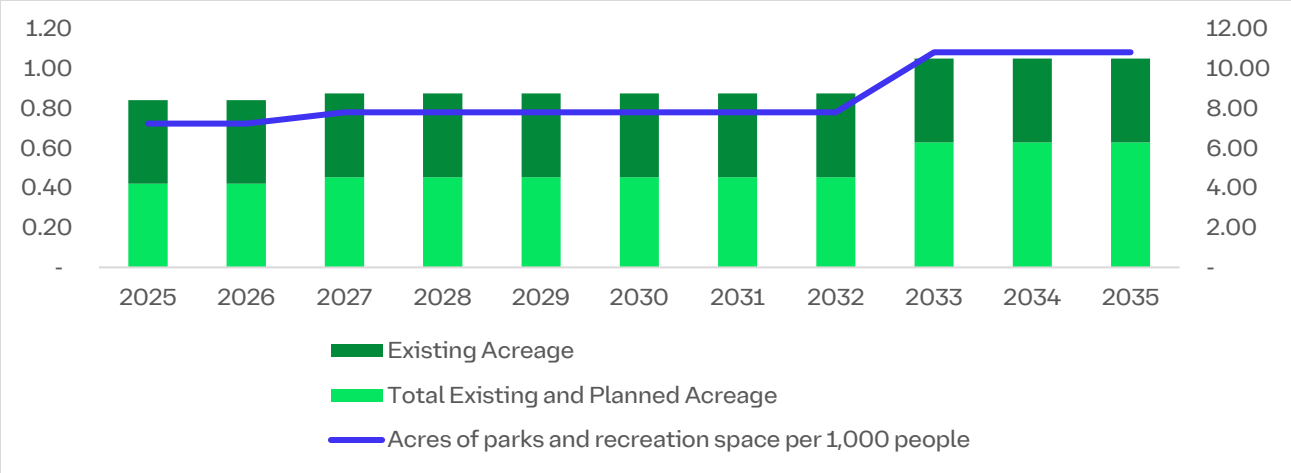



Figure 6: Parks and Recreation acreage required to maintain baseline LOS

## 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.

# 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<br>Evelyn Herbello, Town Clerk |
| **FROM:** | Lorrainia Belle<br>Town Planner |
| **DATE:** | May 13, 2026 |
| **SUBJECT:** | Town of Bay Harbor Islands – Ordinance Establishing Enhanced Enforcement Authority for Business Tax Receipts (BTRs) and Authorized Uses – Revocation, Suspension, Stop Work Orders, and Certificate of Occupancy Actions (to be codified as Section 13-12) |

**RECOMMENDATION**

Town Council discretion to approve the attached ordinance on Second Reading creating a new Section 13-12 of the Town Code. The ordinance accomplishes the following:

1. Authorizes the Town to suspend or revoke a Business Tax Receipt (BTR) when a business operates in material deviation from its approved or represented use;

2. Prohibits material misrepresentations in connection with BTR applications, zoning approvals, and land use approvals;

3. Authorizes stop work orders and Certificate of Occupancy (CO/TCO) suspension, revocation, or denial for uses inconsistent with approved use;

4. Establishes notice, cure period, administrative hearing, and appeal procedures;

5. Provides cumulative remedies including code enforcement fines and injunctive relief;

6. Amends existing BTR application requirements to mandate truthful representation of use as an ongoing condition of issuance and renewal.

**BACKGROUND**

First Reading (April 22, 2026): The ordinance was presented for First Reading on April 22, 2026. After discussion, the Town Council unanimously approved the ordinance on First Reading, with all members present voting in favor. The ordinance is now presented for Second Reading and final adoption.

The Town has identified recurring circumstances in which applicants obtain Business Tax Receipts (BTRs) or land use approvals based on one represented use, but subsequently operate a materially different use. Such conduct undermines the integrity of the Town's zoning framework, public process, and land use approvals, and may result in uses that are otherwise prohibited in specific districts.

Currently, the Town's enforcement mechanisms rely primarily on monetary fines and code enforcement board proceedings. While effective for certain violations, fines alone may not adequately deter businesses that obtain approvals through misrepresentation or that materially deviate from approved uses. Such conduct can irreversibly alter neighborhood character, create unapproved impacts on traffic, parking, noise, or hours of operation, and circumvent the public hearing process.

The proposed ordinance establishes enhanced, non-monetary enforcement tools including suspension or revocation of the BTR itself, stop work orders, and direct action on Certificates of Occupancy. These remedies provide the Town with proportional and effective responses to deliberate misrepresentation or material deviation from approved use.

**ANALYSIS**

The attached ordinance creates a new Section 13-12 (Compliance with Approved Use; Misrepresentation; Enforcement) with the following key provisions:

1. Definitions (Section 13-12(b))
   - "Approved Use" – The specific use authorized by zoning, site plan approval, conditional use approval, variance, or any other Town approval.
   - "Material Deviation" – Any change in the nature, intensity, or classification of a use that would (i) require a different zoning classification or approval, (ii) not be permitted as of right in the applicable zoning district, or (iii) have altered the Town's approval if accurately disclosed.
   - "Misrepresentation" – Any false, misleading, or incomplete statement (written or oral) made to the Town in connection with a BTR, zoning approval, or land use approval, including omissions of material facts.

2. Prohibited Conduct (Section 13-12(c))

It shall be unlawful for any business owner, operator, tenant, or property owner to:
   - Operate a business constituting a Material Deviation from the Approved Use or the use stated in the BTR application;
   - Advertise, market, or hold out a business as a use that differs from the Approved Use or permitted use;
   - Obtain or maintain a BTR based on a Misrepresentation;
   - Convert or transition a use without first obtaining all required Town approvals.

3. Condition of BTR Issuance and Continuation (Section 13-12(d))

Compliance with the Approved Use and all representations made to the Town shall be an express, ongoing condition of the issuance and renewal of any BTR. This creates automatic grounds for enforcement without requiring a separate finding of intent.

4. Enforcement Authority (Section 13-12(e))

Upon determination by the Town Manager, Code Compliance Director, or Building Official that a violation has occurred, the Town may take any or all of the following actions:

| Action | Description |
|---|---|
| Immediate Suspension of BTR | Suspend BTR pending further proceedings where continued operation poses a risk of ongoing violation |
| Revocation of BTR | Revoke BTR upon finding of Material Deviation or Misrepresentation |
| Stop Work Order | Require immediate cessation of operations inconsistent with Approved Use |
| Certificate of Occupancy Actions | Deny, suspend, or revoke a CO or TCO where use is inconsistent with Approved Use |
| Code Enforcement Proceedings | Initiate proceedings before Special Magistrate, including daily fines and liens |
| Additional Remedies | Pursue injunctive relief in court of competent jurisdiction |

5. Notice and Opportunity to Cure (Section 13-12(f))
Except in cases involving an immediate threat to public health, safety, or welfare, the Town shall provide written notice and a reasonable opportunity to cure, not to exceed ten (10) days. Failure to cure results in enforcement action.
6. Administrative Hearing and Appeal (Section 13-12(g))
Any suspension or revocation of a BTR or CO/TCO under this section shall be subject to an administrative hearing before the Special Magistrate or other designated hearing officer, with appeal available in accordance with applicable law.
7. Independent Violations (Section 13-12(h))
Each day a violation continues constitutes a separate and distinct offense.
8. Non-Exclusive Remedies (Section 13-12(i))
The remedies provided are cumulative and not exclusive. The Town may pursue any other remedies available under the Town Code, state law, or equity.
9. Truthful Representation of Use – Amendment (Section 13-12(j))
All applications for a BTR shall accurately describe the intended use of the property. Any material misrepresentation or omission shall constitute grounds for denial, suspension, or revocation.

**CONCLUSION**

This ordinance provides the Town with critical, proportionate enforcement tools to address businesses that obtain approvals through misrepresentation or that materially deviate from approved uses. Unlike monetary fines alone, the ability to suspend or revoke a BTR, issue stop work orders, or take action on Certificates of Occupancy directly targets the business's ability to operate unlawfully.

The ordinance includes robust procedural protections: notice, a cure period (except for imminent threats), an administrative hearing before the Special Magistrate, and appeal rights. The definitions of "Material Deviation" and "Misrepresentation" are objective and targeted to changes that would have altered the Town's original approval.

The ordinance was unanimously approved on First Reading on April 22, 2026, and is now presented for Second Reading and final adoption. Approval of this ordinance will protect the integrity of the Town's zoning framework, public process, and land use approvals while providing fair and efficient enforcement mechanisms consistent with due process.

**FINANCIAL ANAYSIS**

GL Line Item Number: N/A (fee revenue)

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

**ATTACHMENTS**

2nd Reading Ordinance

**ORDINANCE NO. ____**

**AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES, CHAPTER 13, SECTIONS 13-2, 13-3, 13-4, AND 13-5, TO UPDATE THE SCHEDULE OF LOCAL BUSINESS TAXES AND FEES; UPDATING THE MINIMUM BUSINESS TAX AMOUNT AND ADMINISTRATIVE OFFICE FEE; UPDATING THE APPLICATION FEE AND TRANSFER FEE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town has a compelling governmental interest in ensuring that businesses operate strictly in accordance with approved land uses, zoning regulations, and representations made to the Town; and

**WHEREAS**, the Town Council has identified circumstances in which applicants obtain approvals or Business Tax Receipts ("BTRs") based on one represented use but subsequently operate a materially different use; and

**WHEREAS**, such conduct undermines the integrity of the Town's zoning framework, public process, and land use approvals, and may result in uses that are otherwise prohibited in specific districts; and

**WHEREAS**, the Town desires to establish enhanced enforcement mechanisms beyond monetary fines to prevent and remedy such conduct, including suspension or revocation of BTRs, stop work orders, and denial or revocation of Certificates of Occupancy;

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

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

**Section 2:** That the Town of Bay Harbor Islands Code of Ordinances, Chapter 13, is hereby amended as set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

**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 19th day of August, 2026

PASSED on Second Reading this 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.

# EXHIBIT A

## Chapter 13 LOCAL BUSINESS TAXES AND REGULATIONS[1]

[1]Editor's note(s)—Ord. No. 836, § 1, adopted April 14, 2008, amended the title of Ch. 13 to read as set out herein. The former title of Ch. 13 was Occupational Licenses, Taxes and Regulations.

Ord. No. 575, § 1, adopted Aug. 14, 1995, amended Ch. 13 in its entirety to read as herein set out. Former Ch. 13 pertained to similar subject matter and derived from the following:

| Ord. No. | Sec. | Date |
|---|---|---|
| 3 | 1, 4, 6 | 2-7-48 |
| 15 | 1 | 3-6-48 |
| 25 | 1—5 | 1-13-51 |
| 26 | 1 | 1-13-51 |
| 35 | 1 | 5-14-51 |
| 93 | 1 | 7-9-56 |
| 139 | 1 | 6-13-60 |
| 163 | 1 | 10-10-62 |
| 181 | 1 | 9-14-64 |
| Ord. No. | Sec. | Date |
| 208 | 2 | 3-16-68 |
| 239 | 1, 2 | 12-14-70 |
| 240 | 1, 2 | 12-14-70 |
| 260 | 1—13 | 9-14-72 |

| | | |
|---|---|---|
| 373 | 4 | 8-11-80 |
| 374 | 1 | 8-11-80 |
| 408 | 2—5 | 5-9-83 |
| 478 | 1 | 5-8-89 |
| 502 | 1 | 9-16-91 |

Cross reference(s)—Public utility tax, § 18½-21 et seq.

State law reference(s)—Municipal regulatory fees, F.S. § 1a66.221.

## Sec. 13-1. Levy.

The town hereby prescribes and levies the classifications and rates for local business taxes hereinafter set forth, in compliance with chapter 205, Laws of Florida, entitled "Local Business Taxes."

(Ord. No. 575, § 1, 8-14-95; Ord. No. 703, § 1, 8-12-02; Ord. No. 786, § 1, 11-14-05; Ord. No. 836, § 1, 4-14-08)

## Sec. 13-2. Schedule.

The schedule of license taxes is as follows:

SCHEDULE OF LOCAL BUSINESS TAXES

**A**

*Advertising Agency.*$ ~~121.55~~150.00

*Agent, Bureau, Broker (except Stock Broker and Real Estate Broker), Operator or Dealers.* All kinds, including commercial, loans, insurance, mortgage, claims, transportation, manufacturer, for each class of business. $~~121.55~~150.00

*Apartments, Apartment Houses or Hotels or Rooming Houses.* Containing over two bedrooms, for each room which can be leased, not including baths or kitchen, per room $~~34~~.00

Provided that each such apartment, etc., shall pay a minimum fee of ~~66.70~~$70.05

*Art Gallery. $200.00*

*Auctions.* (See §13-13)

~~*Automobile Dealers.*303.70~~

*Automobile Parking Garages.*~~121.55~~$150.00

*Automobile Rental Agencies.*~~868.20~~ $912.00

*Automobile Showroom.* An establishment for the display and sale of luxury automobiles and automobile related items. No more than five (5) vehicles designated for customer test drives may be stored on the premises at any given time. $500.00(see Section 23-5(8))

**B**

*Bakeries.* Manufacturing within the corporate limits of the Town of Bay Harbor Islands, for and selling at retail from premises of manufacture and not operating delivery service~~121.55~~ $150.00

*Banks and other financial institutions.*~~224.60~~ $235.83

*Barbershops.* Per chair.~~18.20~~ $25.00

(Minimum.)~~72.80~~ $77.00

*Beauty Parlors.* Per chair.~~18.20~~ $25.00

(Minimum.)~~72.80~~ $76.44

*Bicycles.* Rental and repairs.~~121.55~~$150.00

*Bottled Gas.* (See § 13-14)

*Building & Construction Trades.* General Building. All trades and specialties or sub-specialties~~121.55~~$150.00

*Buses (intercity).* Per bus.~~121.55~~ $150.00

*Buses (public transportation).* ~~606.65~~ $640.00

*Business Management.* Administrative office for stores or businesses located outside the jurisdiction of B.H.I., or for other corporate entities~~121.55~~$150.00

*Business Services.* Planning, management of professional networks, etc.~~121.55~~$150.00

**C**

*Cigarettes.* (See § 13-19)

*Confectionery and Ice Cream Store.* ~~121.55~~$150.00

**D**

*Dry Cleaning and Laundry Agency.* (including pressing only) or pick-up service~~109.15~~ $120.00

**E**

*Electric Company.* ~~455.60~~ $480.00

*Employment Agency.* ~~121.55~~$150.00

**F**

*Financial Advisor/Planner.* ~~121.55~~$150.00

*Florists.* ~~121.55~~$150.00

*For Hire Cars.* With driver.~~121.55~~$150.00

(Permit per car)~~36.35~~ $40.00

**G**

*Gaming Machines. Pin-Ball Machines, Video Games or other.* ~~2,431.00~~ $2,552.55

*Gas Company.* ~~668.35~~ $701.77

*Gasoline Filling Station, Retail,*

First pump.~~121.55~~$150.00

Each additional pump.~~60.65~~ $65.00

**I**

*Insurance Companies, Interstate Commerce only.*

[See F.S. 205.042 (3)]~~30.30~~ $35.00

Underwriters.~~121.55~~$150.00

*Interior Decorators.* ~~121.55~~$150.00

**L**

*Landscaping, Landscape Maintenance* (office).~~121.55~~$150.00

**M**

*Marketing* (including telemarketing).~~121.55~~$150.00

*Medical Spa. $200.00 (see Section 23-5(6))*

*Merchandise, Gum, Etc., Vending Machines.* (Except drinking cup or postage stamp machine.)~~12.15~~ $15.00

*Merchants.* All persons, firms or corporations engaged in the business of selling merchandise of any kind, sort or description, except those specified herein.~~121.55~~$150.00

*Movie Theater.*

0—125 seats~~607.75~~ $638.14

over 125 seats~~850.80~~ $893.34

**P**

*Personal Business.* (See Sec. 13-3)~~60.65~~ $65.00

*Professional licenses.*~~121.55~~ $150.00

To apply to each person, firm or corporation engaged in the practice of any profession herein licensed as a profession~~,~~ or licensed by the State as a professional. The following occupations are classed as professional: Attorneys, Accountants, Auditors, Architects, Engineers, Chemists, Chiropodists, Chiropractors, Dentists, Dieticians, Doctors, Interior Designers, Surgeons and Physicians, Laboratory Technicians, Masseurs, Opticians, Osteopaths, Physiotherapists, Podiatrists, Private Investigators, Taxidermists.

*Property Management.*~~121.55~~ $150.00

*Public Relations.*~~121.55~~ $150.00

**R**

*Radio and Musical Instrument Dealers.*~~121.55~~ $150.00

*Real Estate Broker.*~~90.90~~ $100.00

*Restaurants.* Serving food, with chairs or stools, each to count as one seat, per seat.~~2.40~~ $4.00

Provided that each restaurant shall pay a minimum fee of ~~121.55~~$150.00

Sidewalk café (or sidewalk café area) shall mean an area, or combination of areas, located on a sidewalk or a portion of the ROW, which is associated with, and used for seating by a restaurant or food store, including any maintenance area(s). It shall be characterized by the presence of furniture and fixtures if approved as part of the sidewalk café permit. (Sidewalk café permit application)

Annual permit fee based on $50 per square footage (due October 1st of each year).

**S**

*Service Providers.* All persons, firms or corporations engaged in the business of selling to others for a fee, services of any kind.~~121.55~~ $150.00

*Stock Brokers* (Full service).~~303.70~~ $320.00

Each Individual Salesperson.~~30.30~~ $35.00

**T**

*Tour Operator.*~~121.55~~ $150.00

**V**

*Valet Service (Town Council Approval) $900.00*

*Vending Machines.* (See also Gaming Machines)~~12.15~~ $15.00

**W**

*Wholesale Dealers.*~~243.10~~ $300.00

In dry goods, notions, jewelry, clothing, groceries, fruits, vegetables, produce of all kinds, or other merchandise on foot or from wagons, trucks or other vehicles, selling or delivering at wholesale, including wholesale dry cleaners and laundries, except delivering on order previously taken.

(Ord. No. 575, § 1, 8-14-95; Ord. No. 632, § 1, 8-10-98; Ord. No. 666, § 1, 8-14-00; Ord. No. 703, § 1, 8-12-02; Ord. No. 786, § 1, 11-14-05; Ord. No. 836, § 1, 4-14-08; Ord. No. 941, § 1, 9-10-2012)

Editor's note(s)—Ord. No. 941, § 1, adopted Sept. 10, 2012, is effective Oct. 1, 2012.

Cross reference(s)—Alcoholic beverage licenses, § 3-2 et seq.

## Sec. 13-3. Same—Business not named in schedule.

(a) In every case not otherwise provided for in this chapter or elsewhere in the Code, a town business tax shall be levied in the same amount as the state business tax imposed upon such businesses, professions or occupations, but in no event shall such town license tax be less than $~~115.75~~150.00.

(b) Every person, firm or corporation that maintains an office in Bay Harbor Islands for the purpose of administration of his or its own business or investments shall pay a town business tax of $~~57.85~~65.00.

SCHEDULE OF ANNUAL PERMITS

*Automobile Washers, Mobile*$ ~~30.30~~$35.00

*Lawn Maintenance*~~30.30~~ $35.00

*Lunch Wagons, Ice Cream Vendors*~~30.30~~ $35.00

*Other Mobile Services*~~30.30~~ $35.00

(Ord. No. 575, § 1, 8-14-95; Ord. No. 666, § 1, 8-14-00; Ord. No. 703, § 1, 8-12-02; Ord. No. 786, § 1, 11-14-05; Ord. No. 836, § 1, 4-14-08; Ord. No. 941, § 1, 9-10-2012)

Editor's note(s)—Ord. No. 941, § 1, adopted Sept. 10, 2012, is effective Oct. 1, 2012.

## Sec. 13-4. Application for business tax receipt.

Application for a business tax receipt shall be made in writing, filed with the town manager or his/her designee, stating the name, domicile, age, principal business address, nature of business, how and where the business will be conducted, the person in charge thereof, the character and extent of facilities therefor, and such other relevant information as the town manager or his/her designee shall require. A nonrefundable application fee of $~~25~~30.00 shall be assessed.

(Ord. No. 575, § 1, 8-14-95; Ord. No. 836, § 1, 4-14-08; Ord. No. 1073, § 2, 6-9-22)

## Sec. 13-5. Period of business tax receipt; transferability.

No receipt shall be issued for more than one year and all receipts shall expire on the last day of September of each year. All business tax receipts may be transferred with the approval of the town clerk, when there is a bona fide sale and transfer of the business, upon presentation of the original business tax receipt and evidence of the sale and payment of a transfer fee of ten percent of the annual business tax, but not less than $~~3~~4.00 nor more than $~~25~~30.00.

(Ord. No. 575, § 1, 8-14-95; Ord. No. 836, § 1, 4-14-08)

ITEM 18

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

| | |
|---|---|
| **TO:** | Mayor and Town Council Members |
| **THRU:** | Lindsley Noel, Town Manager |
| **CC:** | Tania Cruz, Esq., Interim Town Attorney Evelyn Herbello, Town Clerk |
| **FROM:** | Carlos Gimenez, Interim Town Attorney |
| **DATE:** | August 19, 2026 |
| **SUBJECT:** | Town of Bay Harbor Islands – Amending the Town's Code of ordinances prohibiting the rental of micromobility devices |

Staff recommends that the Town Council approves the attached Ordinance on first reading amending Chapter 18, Article I of the Town Code. This Ordinance would prohibit businesses and vacation rental owners from renting powered micromobility devices to third parties. This Ordinance builds upon the Council's recently approved Ordinance restricting the operation of powered micromobility devices to those that are under the age of sixteen (16) and prohibits the use of these devices on Town sidewalks.

## BACKGROUND

The Town Council has indicated its intent to further regulate the use of powered micromobility devices, and has identified the rental of same by businesses and vacation rental owners as a hazard that warrants regulation to protect the health, safety and welfare of its residents and visitors.

## ANALYIS

The contemplated regulations fall squarely within the Town's policing power and duty to protect the health, safety and welfare of its residents and visitors. The prohibition is narrowly tailored to address the particular dangers inherent with the operation of powered micromobility devices.

## SPECIFIC AMENDMENTS IN THIS ORDINANCE

Subsection (b) would be added to Section 18-12 that expressly prohibits the rental of powered micromobility devices by businesses and vacation rental owners and provides a fine for the violation of same. Staff has an initial recommended fine of $500.00 per incident, however the Council can at its discretion amend the fine for second reading.

## EXECUTE

This Ordiance is within the Town Council's governing discretion to protect the health, safety and welfare of its residents. These prohibitions do so by ensuring that visitors to the area that are not familiar with streets, local traffic patterns and recently approved age and use restrictions from posing a danger to the general public and themselves.

The Town's Police Department and Code Enforcement 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 businesses and vacation rental property owners that this new regulation has been approved by the Council, and warn them of the penalties associated with the violation of same.

Staff now requests adoption on first reading.

## CONCLUSION

In conclusion, the proposed Ordinance reflects the Town's proactive approach to the regulation of subject Devices recognizing the threat to health, safety and welfare of its residents that unregulated use of said Devices pose to the public.

The proposed regulations aim to protect the health, safety and welfare of its residents and visitors by integrating new prohibitions, including those recommended by the attached Ordinance.

## 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

**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 18-12 ("REQUIREMENT FOR PASSENGERS UNDER 16 YEARS OLD; PROHIBITION FOR OPERATORS UNDER 16 YEARS OLD.") TO PROHIBIT BUSINESSES AND VACATION RENTAL PROPERTIES FROM RENTING MICROMOBILITY DEVICES; 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 prohibit the rental of micromobility devices by businesses and vacation rental property owners; 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:** That 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 19th day of August, 2026.

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

_____
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

**Exhibit "A"**

**Sec. 18-12. – Requirement for passengers under 16 years old; prohibition for operators under 16 years old; <u>business and vacation rental property prohibition on rentals.</u>**

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, however does include cars and/or golf carts. Any person under the age of 16 years old either operating or as a passenger of a motorized and non-motorized device, including powered micromobility devices, 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 and prohibited for any person under the age of 16 years to operate or utilize any powered micromobility device within the Town. Those 16 years and older who operated a powered micromobility device shall be in possession of a valid government issued form of identification such as a Florida Identification Card. Driver's or Learner's licenses shall be unnecessary but can be utilized to prove compliance with this Section. 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.

<u>(a)</u> 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. The enforcement and fines set forth in Sec. 18-13 and Sec. 18-14 are waived if valid government issued identification, proving that the operator is 16 years or older, is provided to the Town when claiming the device.

<u>(b) The rental of powered micromobility devices by businesses or vacation rental property owners shall be strictly prohibited, regardless of the age of the operator. Violation of this provision shall result in a fine of five-hundred dollars ($500.00) per incident.</u>

**AGENDA ITEM REPORT**
August 19, 2026

**ITEM NUMBER: 19.**

**ITEM:** Consideration and approval of an ordinance on first reading amending Section 20-9 of the Town Code adopting Miami-Dade County's sewer service pass-through increase effective October 1, 2026. Town Manager

**DESCRIPTION:**

**BACKGROUND / ANALYSIS**

The Town purchases water directly from Miami-Dade County, and sewage is pumped by the City of Miami Beach into the County's system. By letter dated July 8, 2026, the City of Miami Beach notified the Town that wholesale sanitary sewer rates will increase for FY 2026–2027.

The Miami-Dade Water and Sewer Department (WASD) sewer rate increased by **6.24%**, and the City of Miami Beach doubled its surcharge from **$1.4450 to $2.8900** per 1,000 gallons — a **100% increase**. The resulting wholesale rates per 1,000 gallons are:

| | FY27 | FY26 | Increase |
|---|---|---|---|
| **Wet Season (May–October)** | $8.3104 | $6.5470 | **26.93%** |
| **Dry Season (November–April)** | $7.1058 | $5.4132 | **31.27%** |

Based on trailing twelve-month sewer flow of approximately **255 million gallons**, the blended wholesale rate increases from approximately $5.93 to $7.70 per 1,000 gallons — a weighted average increase of approximately **29.1%**. This represents an estimated **$440,700** in additional annual wholesale cost.

In addition, WASD assessed a **one-time FY 2024/25 true-up debit of $198,031**, to be billed October 2026 through March 2027.

**Ten-Year Rate Model Projections**

Despite the significant wholesale cost increase, staff has prepared a ten-year rate model that supports a more moderate **8.0% increase** for FY27. The model which funds the Town's sewer capital improvement program demonstrates that an 8.0% increase, as the first step in a phased rate path, will:

- Fund wholesale sewer treatment costs, including the true-up;
- Support the **$14.5 million sewer capital improvement program** (Master Pump Station, ejector station replacements, and force main improvements); and
- Maintain reasonable operating reserves.

## PROPOSED RATE SCHEDULE

Sewer charges are based upon water usage, **excluding** water usage through meters used exclusively for irrigation. Staff proposes an **8.0% increase** to the consumption rate and monthly base charges, as shown below.

**Consumption Rate (per 1,000 gallons)**

| | FY26 Adopted | FY27 Proposed |
|---|---|---|
| **Rate** | $13.17 | **$14.22** |

**Monthly Base Charges — Residential Users**

| Water Meter Size | FY26 Adopted | FY27 Proposed |
|---|---|---|
| 5/8" | $ — | $ — |
| 3/4" | $ — | $ — |
| 1" | $34.43 | **$37.18** |
| 1.5" | $34.43 | **$37.18** |
| 2" | $34.43 | **$37.18** |
| 3" | $34.43 | **$37.18** |
| 4" | $34.43 | **$37.18** |

**Monthly Base Charges — Non-Residential Users**

| Water Meter Size | FY26 Adopted | FY27 Proposed |
|---|---|---|
| 5/8" | $ — | $ — |
| 3/4" | $ — | $ — |
| 1" | $144.00 | **$156.00** |
| 1.5" | $287.00 | **$310.00** |
| 2" | $460.00 | **$497.00** |
| 3" | $862.00 | **$931.00** |
| 4" | $1,306.00 | **$1,410.00** |

## RECOMMENDED ACTION:

Approve the attached ordinance on first reading adopting the proposed rate schedule.

---

## FINANCIAL ANALYSIS:

### Revenue Projections

The Sewer Fund (Fund 402) adopted rate revenue for FY 2025–2026 is **$3,520,356. Under an 8.0% increase, rate revenue for FY 2026–2027 is projected at approximately $3,820,994**, generating an estimated **$300,600** in additional annual revenue.

### Expense Projections

Wholesale sewer treatment cost is projected at $1,901,881 for FY27 (inclusive of the $198,031 true-up), compared to the FY26 budget of **$1,593,770**.

The incremental rate revenue will partially offset this increase; the balance will be funded from available reserves, which will remain healthy at a projected **$2.85 million** at the end of FY27.

**BUDGET IMPACT:**

---

Submitted By: Gerald Bryan, Finance Director

**ATTACHMENTS**

| | |
|---|---|
| 1. | Satellite Cities Wholesale Sanitary Sewer Rate Notification - Bay Harbor FY27 |
| 2. | 2027 WASD Wholesale Rate Presentation |

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

Public Works Department
Tel: 305-673-7080, Fax: 305-673-7087

July 8, 2026

Tony Bryan
Finance Director
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Re: City of Miami Beach Satellite City Wholesale Sanitary Sewer Rate Notification

Dear Mr. Bryan:

This letter is to inform you that the Miami-Dade County Water and Sewer Department (WASD) recommended to the Board of County Commissioners that their wholesale sewer rate be increased.

Based on the WASD recommendation, the Fiscal Year 2026/2027 sewer rates charged by the City of Miami Beach for the Dry Season (November 1 to April 30) and the Wet Season (May 1 to October 31) will be as follows:

| **Wet Season** | **FY27** |
|---|---|
| Miami-Dade Sewer Rate | $5.4204 |
| City of Miami Beach Surcharge | + $2.8900 |
| Rate per 1,000 Gallons | $8.3104 |

| **Dry Season** | **FY27** |
|---|---|
| Miami-Dade Sewer Rate | $4.2158 |
| City of Miami Beach Surcharge | + $2.8900 |
| Rate per 1,000 Gallons | $7.1058 |

As you may also be aware, WASD included a "true-up" debit based upon increased WASD sewer operating expenditures, debt service, and renewal and replacement transfers in Fiscal Year 2024/25. The true-up amount calculated for the Town of Bay Harbor Islands is based upon the debit rate of $0.8948 per thousand gallons of treated wastewater for all wholesale customers as calculated by WASD. The billed sewer flow for your municipality in FY 2024/25 was 221,313,000 gallons. The FY 2024/25 true-up debit for your city was calculated as follows:

| | | |
|---|---|---|
| Sewer flow per 1,000 gallons | | 221,313 |
| True-Up rate per 1,000 gallons | x | $ 0.8948 |
| Total | $ | 198,031 |

The FY 2024/25 true-up will be prorated as of the October 2026 billing through March 2027.

Please contact me if you have any additional questions or concerns at 305-673-7080.

Sincerely,

John Norris
Public Works Director

cc: Eric Carpenter, P.E., City Manager
David Martinez, P.E., Assistant City Manager
Dr. Kara Boyles, P.E., Assistant Public Works Director/City Engineer
P. Rodney Knowles, Assistant Public Works Director
Jorge Maldonado, Interim Infrastructure Division Director

# Miami-Dade Water and Sewer Department

## Presentation of Wholesale True-Up Results: Fiscal Year 2024-25

## Preliminary Proposed Wholesale Customer Rates: Fiscal Year 2026-27

**Meeting Date: July 6, 2026**

# Wholesale True-Up Results Fiscal Year 2024-25

# Agenda

**Introductions**

**Wholesale True-up Results:**

- Cost Allocation Approach
- Budgetary Variances
- Cost of Service – Fiscal Year 2024-25
- 2024-25 Rates vs. Actual Costs
- Results of the Fiscal Year 2024-25 True-Up

## Cost Allocation Approach

- The approach for calculating annual true-up and allocable costs is provided for in the Wholesale Agreements
- The annual true-up adjustment amount (debit/credit) is imposed in the fiscal year following the completion of the Department's audited financial report
- The true-up is based on the variances in the Department's projected wholesale expenses and the actual audited wholesale expenditures

# Cost Allocation Approach

**Allocation of costs between Water and Wastewater:**

- Allocable costs include O&M Expenses, Debt Service, Renewal & Replacement, and Other Charges/ Adjustments
- Allocation based on Fiscal Year 2024-25 audited results

**Allocation of costs between Local and Regional:**

- Local costs serve WASD retail customers only
- Regional costs serve both retail and wholesale customers

# Budget to Actual Variance Fiscal Year 2024-25 - Water

**Decrease in Operating Expenses:**

- Source of Supply: Floridan Aquifer modeling initiatives were delayed due to required model updates.

**Increase in Operating Expenses:**

- Purification: Alexander Orr Water Treatment Plant emergency lagoon cleaning; required removal of calcium carbonate sludge buildup.
- General & Administration: Changes in pension funding requirements as required and determined by the State of Florida.

**Decrease in Debt Service:**

- Series 2025 Bond Issue occurred later in the fiscal year reducing annual debt service.

**Decrease in Renewal & Replacement :**

- FY 2025 renewal and replacement costs were less than budget as a result of the following project delays:
  - JPA City of Miami Design and construct approximately 7,000 LF of 8" and 12" DIP Water Main
  - Preston Plant Replacement of Filters #18 and #20
  - Alex Orr: Replacement of the Electrostatic Precipitator with a smokeless version
  - Alex Orr: Replacement of the Finish Water Meter with a Venturi Meter
  - Alex Orr Rehabilitation of Cat HSP engine #4
  - NWWF Installation of a new close transition system

**Increase in Change in Operating Reserve Requirement:**

- Change in the required Operating Reserve Requirement pursuant to the County's Master Bond Ordinance.

# Fiscal Year 2024-25 Cost of Service Water

| Description | Local | | Regional | | Change in Regional Cost | % Change in Regional Costs |
|---|---|---|---|---|---|---|
| | Budget | Actual | Budget | Actual | | |
| **Operating Expenses** | | | | | | |
| Source of Supply | $ 0 | $ 0 | $ 26,255,000 | $ 20,315,000 | $ (5,940,000) | -2.2% |
| Power & Pumping | 0 | 0 | 1,937,000 | 2,231,000 | 294,000 | 0.1% |
| Purification | 0 | 0 | 112,365,000 | 124,047,000 | 11,682,000 | 4.4% |
| Transmission & Distribution | 42,745,828 | 46,919,028 | 13,295,172 | 14,018,972 | 723,800 | 0.3% |
| Customer Accounting/Service | 26,748,000 | 27,958,000 | 0 | 0 | 0 | 0.0% |
| General & Administration | 16,694,240 | 25,822,000 | 40,658,760 | 55,389,000 | 14,730,240 | 5.5% |
| **Total Operating Expenses** | **$ 86,188,068** | **$ 100,699,028** | **$ 194,510,932** | **$ 216,000,972** | **$ 21,490,040** | **8.1%** |
| **Other Revenue Requirements** | | | | | | |
| Debt Service | $ 11,806,622 | $ 12,035,521 | $ 44,527,963 | $ 43,106,399 | $ (1,421,564) | -0.5% |
| Renewal & Replacement | 27,018,046 | 15,785,276 | 43,249,954 | 33,374,724 | (9,875,230) | -3.7% |
| Change in Op. Reserve. Req. | 535,667 | 1,409,214 | 1,208,903 | 3,022,786 | 1,813,883 | 0.7% |
| Interest Earnings | (4,108,336) | (5,800,295) | (17,373,664) | (17,575,705) | (202,041) | -0.1% |
| Inter-Departmental Charges | 46,758,000 | 92,640,000 | 0 | 0 | 0 | 0.0% |
| **Total Revenue Requirements** | **$ 168,198,066** | **$ 216,768,744** | **$ 266,124,088** | **$ 277,929,176** | **$ 11,805,088** | **4.4%** |
| Percent of Total | 38.7% | 43.8% | 61.3% | 56.2% | | |
| Wholesale Flow (1,000 gal) | | | 22,500,000 | 21,874,000 | | |
| Allocable Unbilled Flow (1,000 gal) | | | 1,794,218 | 1,630,503 | | |
| **Total Wholesale Flow (1,000 gal)** | | | **24,294,218** | **23,504,503** | | |
| Production (1,000 gal) | | | 119,950,000 | 120,454,000 | | |
| **% Wholesale** | | | **20.3%** | **19.5%** | | |
| Regional Cost Allocated to Wholesale | | | $ 53,899,763 | $ 54,233,044 | | |
| Wholesale Customer Accounting/Service | | | 106,082 | 138,800 | | |
| **Total Wholesale cost** | | | **$ 54,005,845** | **$ 54,371,844** | | |
| **Wholesale Rate ($ per 1,000 gal)** | | | **$2.4003** | **$2.4857** | | |

# Budget to Actual Variance Fiscal Year 2024-25 - Wastewater

**Increase in Operating Expenses:**

- Pumping: Contracted services for electrical evaluations, databasing, and labeling of regional pump stations.
- Treatment & Disposal: Increases in contractual rates for sludge hauling and rental equipment costs associated with contracts for biosolid dewatering, hauling, and disposal services. Contracts address biosolids sludge removal and disposal, which has resulted from regulatory changes significantly limiting the number of vendors and eligible sludge disposal facilities, resulting in sludge disposal cost increases.
- General & Administration: Changes in pension funding requirements as required and determined by the State of Florida.

**Decrease in Debt Service:**

- Series 2025 Bond Issue occurred later in the fiscal year reducing annual debt service.

**Increase in Renewal & Replacement:**

- Unbudgeted Emergency Projects:
  - Emergency Repair of 54" Force Main at NW 3rd St. and 57th Ave.
  - Replacement of Emergency Generator Controls at Central Dist. WWTP
  - Repair of clarifier and feeder pipe leak at North Dist. WWTP; required for progress of consent decree required clarifier upgrade
- Scope Changes and Increased Costs:
  - Emergency pump overhaul at regional pump station #1
  - Replacement of sodium hypochlorite tanks at Central Dist. WWTP
  - Mechanical overhaul at Central Dist. WWTP Grit Building due to flooding
  - Electrical overhaul of transfer pump station motors at South Dist. WWTP
  - Overhaul of grit bar screens at South Dist. WWTP

**Decrease in Change in Operating Reserve Requirement:**

- Change in the required Operating Reserve Requirement pursuant to the County's Master Bond Ordinance.

**Interest Earnings Offset:**

- Delayed Series 2025 bond issuance and lower bond reserve balances decreased interest earnings resulting in a lower interest earnings offset.

# Fiscal Year 2024-25 Cost of Service Wastewater

| Description | Local | | Regional | | Change in Regional Cost | % Change in Regional Costs |
|---|---|---|---|---|---|---|
| | Budget | Actual | Budget | Actual | | |
| **Operating Expenses** | | | | | | |
| Collection & Transmission | $ 30,579,494 | $ 36,218,756 | $ 13,920,506 | $ 13,058,244 | $ (862,262) | -0.2% |
| Pumping | 48,173,099 | 46,522,515 | 20,696,901 | 22,761,485 | 2,064,584 | 0.5% |
| Treatment & Disposal | 0 | 0 | 162,963,000 | 185,679,000 | 22,716,000 | 5.1% |
| Customer Accounting/Service | 20,398,000 | 22,925,000 | 0 | 0 | 0 | 0.0% |
| General & Administration | 22,697,732 | 32,060,011 | 47,400,268 | 67,196,989 | 19,796,721 | 4.5% |
| **Total Operating Expenses** | **$ 121,848,326** | **$ 137,726,282** | **$ 244,980,674** | **$ 288,695,718** | **$ 43,715,044** | **9.9%** |
| **Other Revenue Requirements** | | | | | | |
| Debt Service | $ 25,731,947 | $ 35,462,018 | $ 197,375,871 | $ 174,016,047 | $ (23,359,823) | -5.3% |
| Renewal & Replacement | 11,120,987 | 22,170,856 | 28,611,013 | 48,572,144 | 19,961,131 | 4.5% |
| Change in Op. Reserve. Req. | 3,619,771 | 2,769,887 | 7,213,229 | 5,806,113 | (1,407,115) | -0.3% |
| Interest Earnings | (1,661,244) | (1,904,410) | (36,603,756) | (21,319,590) | 15,284,166 | 3.5% |
| Inter-Departmental Charges | (81,575,000) | (134,507,000) | 0 | 0 | 0 | 0.0% |
| **Total Revenue Requirements** | **$ 79,084,787** | **$ 61,717,633** | **$ 441,577,031** | **$ 495,770,433** | **$ 54,193,401** | **12.3%** |
| **Percent of Total** | **15.2%** | **11.1%** | **84.8%** | **88.9%** | | |
| Wholesale Flow (1,000 gal) | | | 33,637,000 | 32,035,000 | | |
| Plant Flow (1,000 gal) | | | 116,000,000 | 105,472,000 | | |
| **% Wholesale** | | | **29.0%** | **30.4%** | | |
| Regional Cost Allocated to Wholesale | | | $ 128,045,919 | $ 150,580,304 | | |
| Wholesale Customer Accounting/Service | | | 91,938 | 120,293 | | |
| **Total Wholesale cost** | | | **$ 128,137,857** | **$ 150,700,597** | | |
| **Wholesale Rate ($ per 1,000 gal)** | | | **$3.8094** | **$4.7042** | | |

# Fiscal Year 2024-25 Cost Of Service – Sales (1,000 gals)

| Description | 2024-25 Budget | 2024-25 Actual | Difference | Percent |
|---|---|---|---|---|
| **Water System** | | | | |
| Retail Customers | 63,500,000 | 66,112,000 | 2,612,000 | 2.2% |
| All Wholesale Customers | 22,500,000 | 21,874,000 | (626,000) | -0.5% |
| Unbilled | 33,950,000 | 32,468,000 | (1,482,000) | -1.2% |
| **Total Distributed** | 119,950,000 | 120,454,000 | 504,000 | 0.4% |
| **Unbilled %** | 28.30% | 26.95% | | |
| | | | | |
| **Wastewater System** | | | | |
| Retail Customers | 49,700,000 | 50,631,000 | 931,000 | 0.8% |
| All Wholesale Customers | 33,637,000 | 32,035,000 | (1,602,000) | -1.4% |
| Infiltration/Inflow | 32,663,000 | 22,806,000 | (9,857,000) | -8.5% |
| **Total Treated** | 116,000,000 | 105,472,000 | (10,528,000) | -9.1% |
| **Infiltration/Inflow %** | 28.16% | 21.62% | | |

# Fiscal Year 2024-25 Rates vs. Actual Costs – True-up

| Description | 2024-25 Adopted Rate | 2024-25 Actual Cost-of-Service | True-Up Amount | True-Up Percent |
|---|---|---|---|---|
| **Wholesale Water Rates** | $ 2.4003 | $ 2.4857 | $ 0.0854 | 3.56% |
| **Wholesale Wastewater Rates** | $ 3.8094 | $ 4.7042 | $ 0.8948 | 23.49% |

Note: Negative True-up represents monies owed to customers, positive Tue-up represents monies owed to WASD.

In 2025 the Wholesale Wastewater Rate was reduced from $3.9414 to $3.8094

# True-up Breakdown

| Description | 2024-25 Adopted Rate | 2024-25 Actual Cost-of-Service | Change From Adopted | |
|---|---|---|---|---|
| | | | Amount | Percent |
| **Wholesale Water Rates** | | | | |
| Rate per 1,000 gallons | $ 2.4003 | $ 2.4857 | $ 0.0854 | 3.56% |
| **Summary Breakdown** | | | | |
| Flow Related | | | $ (0.0211) | -0.88% |
| Cost of Service | | | $ 0.1065 | 4.44% |
| | | | | |
| **Wholesale Wastewater Rates** | | | | |
| Rate per 1,000 gallons | $ 3.8094 | $ 4.7042 | $ 0.8948 | 23.49% |
| **Summary Breakdown** | | | | |
| Flow Related | | | $ 0.4273 | 11.22% |
| Cost of Service | | | $ 0.4675 | 12.27% |

# Results of Fiscal Year 2024-25 True-up

| Description | Water | | Sewer | | Net |
|---|---|---|---|---|---|
| | Consumption (1,000, gal) | True-up | Consumption (1,000, gal) | True-up | True-up |
| Bal Harbor | 482,000 | $ 41,163 | 0 | $ 0 | $ 41,163 |
| Bay Harbor Islands | 333,000 | 28,438 | 0 | 0 | 28,438 |
| Coral Gables | 0 | 0 | 1,520,000 | 1,360,096 | 1,360,096 |
| Florida City | 0 | 0 | 648,000 | 579,830 | 579,830 |
| Hialeah | 6,239,000 | 532,811 | 12,886,000 | 11,530,393 | 12,063,204 |
| Hialeah Gardens | 768,000 | 65,587 | 857,000 | 766,844 | 832,431 |
| Homestead Air Force Base | 0 | 0 | 52,000 | 46,530 | 46,530 |
| Homestead, City of | 854,000 | 72,932 | 1,845,000 | 1,650,906 | 1,723,838 |
| Indian Creek Village | 271,000 | 23,143 | 0 | 0 | 23,143 |
| Medley | 557,000 | 47,568 | 447,000 | 399,976 | 447,544 |
| Miami Beach | 7,755,000 | 662,277 | 7,815,000 | 6,992,862 | 7,655,139 |
| North Bay Village | 414,000 | 35,356 | 316,000 | 282,757 | 318,113 |
| North Miami | 2,417,000 | 206,412 | 3,150,000 | 2,818,620 | 3,025,032 |
| North Miami Beach | 37,000 | 3,160 | 1,424,000 | 1,274,195 | 1,277,355 |
| Opa-Locka | 774,000 | 66,100 | 830,000 | 742,684 | 808,784 |
| Surfside | 454,000 | 38,772 | 0 | 0 | 38,772 |
| Virginia Gardens | 80,000 | 6,832 | 0 | 0 | 6,832 |
| West Miami | 439,000 | 37,491 | 245,000 | 219,226 | 256,717 |
| Total | 21,874,000 | $ 1,868,042 | 32,035,000 | $ 28,664,919 | $ 30,532,961 |

Note: Negative True-up represents monies owed to customers; positive True-up represents monies owed to WASD.

Some numbers are rounded and may lead to slight variances in totals.

# Preliminary Proposed Wholesale Customer Rates Fiscal Year 2026-27

# Agenda

**Preliminary Proposed Wholesale Rates:**

- Wholesale Rate Calculation
- WASD Proposed Budget Fiscal Year 2026-27
- Results of Water Cost Allocation – Fiscal Year 2026-27
- Results of Sewer Cost Allocation – Fiscal Year 2026-27
- Water & Sewer Wholesale Customer Rates – Fiscal Year 2026-27
- Wholesale Customer Charges Adjusted for True-up
- Discussion and Questions

## Wholesale Rate Calculation

- The methodology for calculating wholesale rates follows the formula established in the Wholesale Agreements
- The wholesale rates include only those components outlined and agreed upon in the Wholesale Agreements
- The wholesale customer rate is a uniform rate for all customers in this class and is based upon the Department budget for Fiscal Year 2026-2027

# Wholesale Rate Calculation FY2027

**For the FY2027 rate, the Department is instituting a one-time "smoothing" as part of the rate development.**

What is "smoothing"? The FY2027 rate is calculated as the average of:

1. FY2025 True-Up rate,
2. FY2026 adopted rate,
3. FY2027 COS calculated rate

The Department is instituting "smoothing" in recognition of:

- High FY2025 wastewater true-up cost
- FY2026 wastewater rate increase (19%)
- COS FY2027 wastewater forecasted rate increase (15%)
- Support municipal wholesale partners
- Provide County wide rate relief
- Provide wholesale customers 2-years to plan for cost increase
  - The FY2027 wastewater rate increase is being "smoothed"; however, these costs, if realized, will be captured in the true-up

# WASD Proposed Budget FY 2027

The Fiscal Year 2027 water and sewer wholesale rates proposed herein are based on the Department's proposed budget as of June 5, 2026. The results presented herein are subject to change pursuant to the adoption of the final budget.

Results subject to BCC Budget Approval:

- First Budget Hearing scheduled: September 3, 2026
- Second Budget Hearing scheduled: September 17, 2026

# Variance From Current Rates – Water

## Decrease in Operating Expenses:

- Source of Supply: Completion of the calcium carbonate sludge removal project at the Alexander Orr water treatment plant.

## Increase in Operating Expenses:

- Purification:
  - Chemical price increases for lime and sodium hypochlorite.
  - Salary and fringe benefit increases.
- Transmission and Distribution: Salaries and fringe benefit increases.
- General & Administration:
  - New required maintenance and repair contracts for facility equipment such as HVAC, electrical, and plumbing.
  - Data cloud access payments.
  - Salaries and fringe benefit increases.

## Increase in Debt Service:

- Planned Series 2027 Bond Issuance expected to be $435 million.

## Interest Earnings Offset:

- Changes in reserve balances decreases interest earnings resulting in a higher interest earnings offset.

# Water Cost of Service Proposed Budget Fiscal Year 2026-27

| Description | Local | | Regional | | Change in Regional Cost | % Change in Regional Costs |
|---|---|---|---|---|---|---|
| | FY2025-26 | FY2026-27 | FY2025-26 | FY2026-27 | | |
| **Operating Expenses** | | | | | | |
| Source of Supply | $ 0 | $ 0 | $ 29,728,000 | $ 27,631,000 | $ (2,097,000) | -0.8% |
| Power & Pumping | 0 | 0 | 1,998,000 | 1,942,000 | (56,000) | 0.0% |
| Purification | 0 | 0 | 117,466,000 | 121,400,000 | 3,934,000 | 1.4% |
| Transmission & Distribution | 52,657,242 | 53,662,993 | 14,431,758 | 16,034,007 | 1,602,249 | 0.6% |
| Customer Accounting/Service | 28,528,000 | 29,329,000 | 0 | 0 | 0 | 0.0% |
| General & Administration | 20,063,967 | 20,092,327 | 39,349,033 | 43,098,673 | 3,749,640 | 1.4% |
| **Total Operating Expenses** | **$ 101,249,210** | **$ 103,084,321** | **$ 202,972,790** | **$ 210,105,679** | **$ 7,132,889** | **2.6%** |
| **Other Revenue Requirements** | | | | | | |
| Debt Service | $ 12,739,369 | $ 16,164,052 | $ 49,082,092 | $ 57,954,807 | $ 8,872,715 | 3.2% |
| Renewal & Replacement | 14,353,907 | 19,266,000 | 40,646,093 | 40,734,000 | 87,907 | 0.0% |
| Change in Op. Reserve. Req. | 584,753 | 1,001,582 | 1,172,247 | 2,041,418 | 869,171 | 0.3% |
| Interest Earnings | (6,273,323) | (6,588,939) | (17,416,677) | (19,034,061) | (1,617,383) | -0.6% |
| Inter-Departmental Charges | 44,055,000 | 100,146,000 | 0 | 0 | 0 | 0.0% |
| **Total Revenue Requirements** | **$ 166,708,917** | **$ 233,073,016** | **$ 276,456,545** | **$ 291,801,843** | **$ 15,345,298** | **5.6%** |
| Percent of Total | 37.6% | 44.4% | 62.4% | 55.6% | | |
| Wholesale Flow (1,000 gal) | | | 23,230,000 | 23,750,000 | | |
| Allocable Unbilled Flow (1,000 gal) | | | 1,619,866 | 1,574,632 | | |
| **Total Wholesale Flow (1,000 gal)** | | | **24,849,866** | **25,324,632** | | |
| Production (1,000 gal) | | | 120,100,000 | 121,200,000 | | |
| **% Wholesale** | | | **20.7%** | **20.9%** | | |
| Regional Cost Allocated to Wholesale | | | $ 57,201,566 | $ 60,971,734 | | |
| Wholesale Customer Accounting/Service | | | 124,612 | 138,800 | | |
| **Total Wholesale cost** | | | **$ 57,326,178** | **$ 61,110,534** | | |
| **Wholesale Rate ($ per 1,000 gal)** | | | **$2.4678** | **$2.5731** | | |

# Variance From Current Rates – Wastewater

**Increase In Projected Operating Expenses:**

- Treatment & Disposal:
  - Increases in contractual rates for sludge hauling and rental equipment costs associated with contracts for biosolid dewatering, hauling, and disposal services. Contracts address biosolids sludge removal and disposal, which has resulted from regulatory changes significantly limiting the number of vendors and eligible sludge disposal facilities, resulting in sludge disposal cost increases.
  - Increasing grit disposal costs (Waste Management contract).
  - Salary and fringe benefit increases.
- General & Administration:
  - New required maintenance and repair contracts for facility equipment such as HVAC, electrical, and plumbing.
  - Data cloud access payments.
  - Salaries and fringe benefit increases.

**Increase in Debt Service:**

- Planned Series 2027 Bond Issuance expected to be $435 million.

**Increase in Renewal and Replacement:**

- Additions, Retirements, and Modifications at the Regional Wastewater Treatment Plants (SDWWTP, CDWWTP, and NDWWTP): Equipment upgrades and replacement are required to maintain the regional treatment plants.

**Decrease in Change in Operating Reserve Requirement:**

- Change in the required Operating Reserve Requirement pursuant to the County's Master Bond Ordinance.

**Interest Earnings Offset:**

- Changes in reserve balances decreases interest earnings resulting in a lower interest earnings offset.

# Wastewater Cost of Service Proposed Budget Fiscal Year 2026-27

| Description | Local | | Regional | | Change in Regional Cost | % Change in Regional Costs |
|---|---|---|---|---|---|---|
| | FY2025-26 | FY2026-27 | FY2025-26 | FY2026-27 | | |
| **Operating Expenses** | | | | | | |
| Collection & Transmission | $ 35,734,170 | $ 40,508,970 | $ 14,544,830 | $ 14,605,030 | $ 60,200 | 0.0% |
| Pumping | 49,595,132 | 49,400,459 | 24,073,868 | 24,169,541 | 95,672 | 0.0% |
| Treatment & Disposal | 0 | 0 | 209,290,000 | 226,539,000 | 17,249,000 | 3.3% |
| Customer Accounting/Service | 21,730,000 | 22,367,000 | 0 | 0 | 0 | 0.0% |
| General & Administration | 23,970,542 | 24,946,259 | 48,645,458 | 52,286,741 | 3,641,283 | 0.7% |
| **Total Operating Expenses** | **$ 131,029,843** | **$ 137,222,688** | **$ 296,554,157** | **$ 317,600,312** | **$ 21,046,155** | **4.1%** |
| **Other Revenue Requirements** | | | | | | |
| Debt Service | $ 30,765,298 | $ 36,384,811 | $ 204,384,056 | $ 207,326,132 | $ 2,942,076 | 0.6% |
| Renewal & Replacement | 16,616,249 | 18,804,000 | 38,383,751 | 41,196,000 | 2,812,249 | 0.5% |
| Change in Op. Reserve. Req. | 3,267,262 | 1,527,190 | 7,565,738 | 3,608,810 | (3,956,928) | -0.8% |
| Interest Earnings | (2,804,581) | (1,975,664) | (30,239,419) | (22,538,336) | 7,701,083 | 1.5% |
| Inter-Departmental Charges | (82,131,000) | (135,919,000) | 0 | 0 | 0 | 0.0% |
| **Total Revenue Requirements** | **$ 96,743,071** | **$ 56,044,025** | **$ 516,648,283** | **$ 547,192,918** | **$ 30,544,635** | **5.9%** |
| **Percent of Total** | **15.8%** | **9.3%** | **84.2%** | **90.7%** | | |
| Wholesale Flow (1,000 gal) | | | 34,470,000 | 33,250,000 | | |
| Plant Flow (1,000 gal) | | | 114,000,000 | 105,000,000 | | |
| **% Wholesale** | | | **30.2%** | **31.7%** | | |
| Regional Cost Allocated to Wholesale | | | $ 156,218,125 | $ 173,277,757 | | |
| Wholesale Customer Accounting/Service | | | 107,998 | 120,293 | | |
| **Total Wholesale cost** | | | **$ 156,326,123** | **$ 173,398,050** | | |
| **Wholesale Rate ($ per 1,000 gal)** | | | **$4.5351** | **$5.2150** | | |

# Proposed Rates – Fiscal Year 2026-27

| Description | 2025-26 COS Rate | 2026-27 Budget COS Rate (Calculated) | 2026-27 Proposed Rate 3-Yr. Avg. (Smoothed) | Change (Proposed Rate-Smoothed) | | Change (COS Rate-Calculated) | |
|---|---|---|---|---|---|---|---|
| | | | | $ | % | $ | % |
| **Wholesale Water Rates** | | | | | | | |
| Rate per 1,000 gallons | $ 2.4678 | $ 2.5731 | $ 2.5089 | $ 0.0411 | 1.67% | $ 0.1053 | 4.27% |
| **Wholesale Wastewater Rates** | | | | | | | |
| Rate per 1,000 gallons | $ 4.5351 | $ 5.2150 | $ 4.8181 | $ 0.2830 | 6.24% | $ 0.6799 | 14.99% |
| Wet Season | $ 5.1020 | $ 5.8669 | $ 5.4204 | $ 0.3184 | 6.24% | $ 0.7649 | 14.99% |
| Dry Season | 3.9682 | 4.5631 | 4.2158 | 0.2476 | 6.24% | 0.5949 | 14.99% |

© Arcadis 2023

# Fiscal Year 2026-27 (Proposed Rate Development)

## Water: 2026-27 Proposed Rate

| | |
|---|---|
| 2024-25 Actual Cost-of-Service | $2.4857 |
| 2025-26 Projected COS Rate | 2.4678 |
| 2026-27 Calculated COS Rate | 2.5731 |
| **3-Yr. Avg. (Smoothing)** | **$2.5089** |

## Wastewater: 2026-27 Proposed Rate

| | |
|---|---|
| 2024-25 Actual Cost-of-Service | $4.7042 |
| 2025-26 Projected COS Rate | 4.5351 |
| 2026-27 Calculated COS Rate | 5.2150 |
| **3-Yr. Avg. (Smoothing)** | **$4.8181** |

© Arcadis 2023

# Estimated Charges Fiscal Year 2026-27 (Excluding True-up)

| Description | Water | | Sewer | | Net |
|---|---|---|---|---|---|
| | Consumption (1,000, gal) | Annual Charge | Consumption (1,000, gal) | Annual Charge | Total |
| 2027 Proposed Rate ($/1,000 gal) | | $ 2.5089 | | $ 4.8181 | |
| Bal Harbor | 482,000 | $ 1,209,290 | $ 0 | $ 0 | $ 1,209,290 |
| Bay Harbor Islands | 333,000 | 835,464 | 0 | 0 | 835,464 |
| Coral Gables | 0 | 0 | 1,550,000 | 7,468,055 | 7,468,055 |
| Florida City | 0 | 0 | 648,000 | 3,122,129 | 3,122,129 |
| Hialeah | 7,158,000 | 17,958,706 | 13,750,000 | 66,248,875 | 84,207,581 |
| Hialeah Gardens | 996,000 | 2,498,864 | 857,000 | 4,129,112 | 6,627,976 |
| Homestead Air Force Base | 0 | 0 | 52,000 | 250,541 | 250,541 |
| Homestead, City of | 854,000 | 2,142,601 | 1,845,000 | 8,889,395 | 11,031,995 |
| Indian Creek Village | 271,000 | 679,912 | 0 | 0 | 679,912 |
| Medley | 557,000 | 1,397,457 | 447,000 | 2,153,691 | 3,551,148 |
| Miami Beach | 7,816,000 | 19,609,562 | 8,136,000 | 39,200,062 | 58,809,624 |
| North Bay Village | 414,000 | 1,038,685 | 316,000 | 1,522,520 | 2,561,204 |
| North Miami | 3,085,000 | 7,739,957 | 3,150,000 | 15,177,015 | 22,916,972 |
| North Miami Beach | 37,000 | 92,829 | 1,424,000 | 6,860,974 | 6,953,804 |
| Opa-Locka | 774,000 | 1,941,889 | 830,000 | 3,999,023 | 5,940,912 |
| Surfside | 454,000 | 1,139,041 | 0 | 0 | 1,139,041 |
| Virginia Gardens | 80,000 | 200,712 | 0 | 0 | 200,712 |
| West Miami | 439,000 | 1,101,407 | 245,000 | 1,180,435 | 2,281,842 |
| Total | 23,750,000 | $ 59,586,375 | 33,250,000 | $ 160,201,825 | $ 219,788,200 |

Note: Some numbers are rounded and may lead to slight variances in totals.

# Estimated Charges After Adjustment for True-up Fiscal Year 2026-27

| Description | Water | | | Sewer | | | Total Annual Charge |
|---|---|---|---|---|---|---|---|
| | 2026-27 Charge | 2024-25 True-up | Total Water | 2026-27 Charge | 2024-25 True-up | Total Sewer | |
| Bal Harbor | $ 1,209,290 | $ 41,163 | $ 1,250,453 | $ 0 | $ 0 | $ 0 | $ 1,250,453 |
| Bay Harbor Islands | 835,464 | 28,438 | 863,902 | 0 | 0 | 0 | 863,902 |
| Coral Gables | 0 | 0 | 0 | 7,468,055 | 1,360,096 | 8,828,151 | 8,828,151 |
| Florida City | 0 | 0 | 0 | 3,122,129 | 579,830 | 3,701,959 | 3,701,959 |
| Hialeah | 17,958,706 | 532,811 | 18,491,517 | 66,248,875 | 11,530,393 | 77,779,268 | 96,270,785 |
| Hialeah Gardens | 2,498,864 | 65,587 | 2,564,451 | 4,129,112 | 766,844 | 4,895,956 | 7,460,407 |
| Homestead Air Force Base | 0 | 0 | 0 | 250,541 | 46,530 | 297,071 | 297,071 |
| Homestead, City of | 2,142,601 | 72,932 | 2,215,533 | 8,889,395 | 1,650,906 | 10,540,301 | 12,755,833 |
| Indian Creek Village | 679,912 | 23,143 | 703,055 | 0 | 0 | 0 | 703,055 |
| Medley | 1,397,457 | 47,568 | 1,445,025 | 2,153,691 | 399,976 | 2,553,667 | 3,998,692 |
| Miami Beach | 19,609,562 | 662,277 | 20,271,839 | 39,200,062 | 6,992,862 | 46,192,924 | 66,464,763 |
| North Bay Village | 1,038,685 | 35,356 | 1,074,041 | 1,522,520 | 282,757 | 1,805,277 | 2,879,317 |
| North Miami | 7,739,957 | 206,412 | 7,946,369 | 15,177,015 | 2,818,620 | 17,995,635 | 25,942,004 |
| North Miami Beach | 92,829 | 3,160 | 95,989 | 6,860,974 | 1,274,195 | 8,135,169 | 8,231,159 |
| Opa-Locka | 1,941,889 | 66,100 | 2,007,989 | 3,999,023 | 742,684 | 4,741,707 | 6,749,696 |
| Surfside | 1,139,041 | 38,772 | 1,177,813 | 0 | 0 | 0 | 1,177,813 |
| Virginia Gardens | 200,712 | 6,832 | 207,544 | 0 | 0 | 0 | 207,544 |
| West Miami | 1,101,407 | 37,491 | 1,138,898 | 1,180,435 | 219,226 | 1,399,661 | 2,538,559 |
| Total | $ 59,586,375 | $ 1,868,042 | $ 61,454,417 | $ 160,201,825 | $ 28,664,919 | $ 188,866,744 | $ 250,321,161 |

Note: Some numbers are rounded and may lead to slight variances in totals.

# Discussion and Questions

Arcadis. Improving quality of life.

© Arcadis 2025

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING SECTION 20-9 OF THE TOWN CODE TO INCREASE THE MONTHLY BASE AND FLOW CHARGES FOR SEWER SERVICE TO $37.18 AND $14.22 RESPECTIVELY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Town Council of the Town of Bay Harbor Islands is charged with protecting and preserving the public health, safety, and welfare of the residents and those coming into the Town of Bay Harbor Islands; and

**WHEREAS,** the Town of Bay Harbor Islands purchases its sewer services from the City of Miami Beach, which in turn pays Miami-Dade County; and

**WHEREAS,** Miami-Dade County has indicated an increase of 6.24% for sewer services in its preliminary budget and the City of Miami Beach has indicated an average increase of 100% in their surcharge; and

**WHEREAS,** the Town of Bay Harbor Islands does not currently have an alternative source to purchase sewer services and in order to maintain proper fiscal discipline must pass- through the County's increase; and

**WHEREAS,** Section 20-09 of Town Code set forth the schedule of rates for service supplied by the sewer system, which is subject to increase or revision from time to time, as may be necessary.

**NOW THEREFORE, IT IS HEREBY ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, AS FOLLOWS:**

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

**Section 2. Sewer Service Rates**. Section 20-9 - Sewer Service - Rates is hereby amended changing the rates from $9.25 to $14.22 and from $24.19 to $37.18 per living unit regardless of usage. This Section shall be amended as provided in Exhibit “A” hereto (with stricken text deleted and underlined text added).

**Section 3. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 4. Inclusion In the Code.** It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Code of Bay Harbor Islands, Florida. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

**Section 5. Repeal of Ordinances in Conflict.** All ordinances or parts of ordinances in conflict herewith or inconsistent herewith, are hereby repealed, but only insofar as such ordinances may be inconsistent or in conflict with this Ordinance.

**Section 6. Effective Date.** This Ordinance shall be effective for all billings rendered starting in October of 2026.

PASSED on First Reading this ___ day of August, 2026.

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

_____
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

**Exhibit "A"**

**Sec. 20-9. - Sewer service—Rates.**

The schedule of rates for service supplied by the sewer system, which schedule shall be subject to such increase, decrease, or revision from time to time as may be necessary to carry out the provisions of this section, shall be as follows:

*(1) Residential users.* Sewage charges shall be based upon water usage (excluding water usage through meters used exclusively for irrigation) at a rate of ~~$9.25~~ $14.22 per thousand gallons. In addition, there shall be a monthly base charge of ~~$24.19~~ $37.18 per living unit regardless of usage.

*(2) Non-residential users.* Sewage charges shall be based upon water usage (excluding water usage through meters used exclusively for irrigation) at a rate of ~~$9.25~~ $14.22 per thousand gallons. In addition, there shall be a monthly base charge of ~~$24.19~~ regardless of usage depending upon the size of the water meter as follows:

| **Water Meter Size** | **Monthly Base Charge** |
|---|---|
| 1" | ~~$101.00~~ $156.00 |
| 1.5" | ~~$202.00~~ $310.00 |
| 2" | ~~$323.00~~ $497.00 |
| 3" | ~~$606.00~~ $497.00 |
| 4" | ~~$918.00~~ $1,410 |

An initial deposit of $50.00 per water closet to ensure payment of the sewage charge, tapping charge of $250.00 for each service connection made to any single-family dwelling unit and $650.00 for each service connection made to any multiple-family dwelling or commercial establishment. To the charges set forth above shall be added that percent of such charges as determined from time to time by Miami-Dade County to compensate for the Miami-Dade County water and sewer utility services charge to finance the environmental resources management department's water protection and utility regulation program.

**AGENDA ITEM REPORT**
August 19, 2026

**ITEM NUMBER: 20.**

**ITEM:** Consideration and approval of an ordinance on first reading amending sections 20-5 and 20-6 of the Town Code adopting Miami-Dade County's water service pass-through increase effective October 1, 2026. Town Manager

**DESCRIPTION:**

The Town does not produce its own drinking water. Instead, it purchases treated water in bulk from Miami-Dade County and resells it to homes and businesses through the Water Fund. In a letter dated July 8, 2026, the County notified the Town that wholesale water rates will increase by **4.3%** for FY 2026–2027, from **$2.4678 to $2.5731** per 1,000 gallons. Staff's analysis assumes that County increases of a similar size (approximately 4% annually) are expected to continue in future years.

In addition to rising wholesale costs, the Water Fund's day-to-day operating expenses including salaries, supplies, equipment, and maintenance—have outpaced revenues, creating a widening structural gap. Operating losses grew from approximately **$23,600 in FY2024 to $94,400** in FY2025. This shortfall has been covered by drawing down available reserves, which is not sustainable long-term.

The Water Fund must also finance two upcoming infrastructure projects:

- **BLK 11 Alleyway Water Main Replacement** (near Town Hall): Estimated **$1.2 million** (FY2027–FY2028);
- **NE 96th Street Water Main Replacement**: Estimated **$63,500** (FY2029).

The Water Fund has no outstanding debt; accordingly, these projects are planned to be paid for directly from rates and reserves rather than through borrowing. The Town may pursue grant funding to help offset the BLK 11 project cost; none is assumed in this analysis, so any grant awarded would be a benefit beyond what is shown here.

Staff has projected revenues and anticipated expenses including capital spending and we recommend a **5.0% increase** for FY27. The FY27 increase along with planned future increases will:

- Cover the rising wholesale cost of water purchased from Miami-Dade County;
- Fund both planned water infrastructure projects without new borrowing;
- Eliminate the operating deficit; and
- Maintain reserves at or above **25% annual operating cost**.

**PROPOSED RATE SCHEDULE**

**Usage Charge (per 1,000 gallons)**

| | FY26 Adopted | FY27 Proposed |
|---|---|---|
| Rate | $6.41 | **$6.73** |

**Minimum monthly charge**

| Water Meter Size | FY26 Adopted | FY27 Proposed |
|---|---|---|
| 5/8" | $29.77 | **$31.26** |
| 3/4" | $29.77 | **$31.26** |
| 1" | $29.77 | **$31.26** |
| 1.5" | $29.77 | **$31.26** |
| 2" | $29.77 | **$31.26** |
| 3" | $29.77 | **$31.26** |
| 4" | $29.77 | **$31.26** |

**RECOMMENDED ACTION:**

Approve the attached ordinance on first reading adopting the proposed rate schedule.

---

**FINANCIAL ANALYSIS:**

The Water Fund is currently operating at a deficit. As noted, operating losses grew from $23,600 in FY2024 to $94,400 in FY2025, placing pressure on reserves. Under the recommended 5.0% increase, the Water Fund is projected to generate sufficient additional revenue to offset the operating deficit, and fully fund capital reserves for the scheduled infrastructure projects.

Wholesale water purchase costs are projected to increase in line with the County's 4.3% rate adjustment for FY27, with similar increases expected in future years. The incremental rate revenue from the 5.0% increase will cover this wholesale cost escalation, fund operating expenditures, and contribute meaningfully toward the BLK 11 and NE 96th Street capital projects.

At fiscal year-end, the Water Fund is projected to maintain reserves above the **25% of annual operating expenditures** policy floor throughout the ten-year projection period, ensuring the Fund remains financially stable and self-sustaining.

**BUDGET IMPACT:**

---

Submitted By: Gerald Bryan, Finance Director

**ATTACHMENTS**

| | |
|---|---|
| 1. | 2027 WASD Wholesale Rate Presentation |

# Miami-Dade Water and Sewer Department

## Presentation of Wholesale True-Up Results: Fiscal Year 2024-25

## Preliminary Proposed Wholesale Customer Rates: Fiscal Year 2026-27

**Meeting Date: July 6, 2026**

# Wholesale True-Up Results Fiscal Year 2024-25

# Agenda

**Introductions**

**Wholesale True-up Results:**

- Cost Allocation Approach
- Budgetary Variances
- Cost of Service – Fiscal Year 2024-25
- 2024-25 Rates vs. Actual Costs
- Results of the Fiscal Year 2024-25 True-Up

## Cost Allocation Approach

- The approach for calculating annual true-up and allocable costs is provided for in the Wholesale Agreements
- The annual true-up adjustment amount (debit/credit) is imposed in the fiscal year following the completion of the Department's audited financial report
- The true-up is based on the variances in the Department's projected wholesale expenses and the actual audited wholesale expenditures

# Cost Allocation Approach

**Allocation of costs between Water and Wastewater:**

- Allocable costs include O&M Expenses, Debt Service, Renewal & Replacement, and Other Charges/ Adjustments
- Allocation based on Fiscal Year 2024-25 audited results

**Allocation of costs between Local and Regional:**

- Local costs serve WASD retail customers only
- Regional costs serve both retail and wholesale customers

# Budget to Actual Variance Fiscal Year 2024-25 - Water

**Decrease in Operating Expenses:**

- Source of Supply: Floridan Aquifer modeling initiatives were delayed due to required model updates.

**Increase in Operating Expenses:**

- Purification: Alexander Orr Water Treatment Plant emergency lagoon cleaning; required removal of calcium carbonate sludge buildup.
- General & Administration: Changes in pension funding requirements as required and determined by the State of Florida.

**Decrease in Debt Service:**

- Series 2025 Bond Issue occurred later in the fiscal year reducing annual debt service.

**Decrease in Renewal & Replacement :**

- FY 2025 renewal and replacement costs were less than budget as a result of the following project delays:
  - JPA City of Miami Design and construct approximately 7,000 LF of 8" and 12" DIP Water Main
  - Preston Plant Replacement of Filters #18 and #20
  - Alex Orr: Replacement of the Electrostatic Precipitator with a smokeless version
  - Alex Orr: Replacement of the Finish Water Meter with a Venturi Meter
  - Alex Orr Rehabilitation of Cat HSP engine #4
  - NWWF Installation of a new close transition system

**Increase in Change in Operating Reserve Requirement:**

- Change in the required Operating Reserve Requirement pursuant to the County's Master Bond Ordinance.

# Fiscal Year 2024-25 Cost of Service Water

| Description | Local | | Regional | | Change in Regional Cost | % Change in Regional Costs |
|---|---|---|---|---|---|---|
| | Budget | Actual | Budget | Actual | | |
| **Operating Expenses** | | | | | | |
| Source of Supply | $ 0 | $ 0 | $ 26,255,000 | $ 20,315,000 | $ (5,940,000) | -2.2% |
| Power & Pumping | 0 | 0 | 1,937,000 | 2,231,000 | 294,000 | 0.1% |
| Purification | 0 | 0 | 112,365,000 | 124,047,000 | 11,682,000 | 4.4% |
| Transmission & Distribution | 42,745,828 | 46,919,028 | 13,295,172 | 14,018,972 | 723,800 | 0.3% |
| Customer Accounting/Service | 26,748,000 | 27,958,000 | 0 | 0 | 0 | 0.0% |
| General & Administration | 16,694,240 | 25,822,000 | 40,658,760 | 55,389,000 | 14,730,240 | 5.5% |
| **Total Operating Expenses** | **$ 86,188,068** | **$ 100,699,028** | **$ 194,510,932** | **$ 216,000,972** | **$ 21,490,040** | **8.1%** |
| **Other Revenue Requirements** | | | | | | |
| Debt Service | $ 11,806,622 | $ 12,035,521 | $ 44,527,963 | $ 43,106,399 | $ (1,421,564) | -0.5% |
| Renewal & Replacement | 27,018,046 | 15,785,276 | 43,249,954 | 33,374,724 | (9,875,230) | -3.7% |
| Change in Op. Reserve. Req. | 535,667 | 1,409,214 | 1,208,903 | 3,022,786 | 1,813,883 | 0.7% |
| Interest Earnings | (4,108,336) | (5,800,295) | (17,373,664) | (17,575,705) | (202,041) | -0.1% |
| Inter-Departmental Charges | 46,758,000 | 92,640,000 | 0 | 0 | 0 | 0.0% |
| **Total Revenue Requirements** | **$ 168,198,066** | **$ 216,768,744** | **$ 266,124,088** | **$ 277,929,176** | **$ 11,805,088** | **4.4%** |
| Percent of Total | 38.7% | 43.8% | 61.3% | 56.2% | | |
| Wholesale Flow (1,000 gal) | | | 22,500,000 | 21,874,000 | | |
| Allocable Unbilled Flow (1,000 gal) | | | 1,794,218 | 1,630,503 | | |
| **Total Wholesale Flow (1,000 gal)** | | | **24,294,218** | **23,504,503** | | |
| Production (1,000 gal) | | | 119,950,000 | 120,454,000 | | |
| **% Wholesale** | | | **20.3%** | **19.5%** | | |
| Regional Cost Allocated to Wholesale | | | $ 53,899,763 | $ 54,233,044 | | |
| Wholesale Customer Accounting/Service | | | 106,082 | 138,800 | | |
| **Total Wholesale cost** | | | **$ 54,005,845** | **$ 54,371,844** | | |
| **Wholesale Rate ($ per 1,000 gal)** | | | **$2.4003** | **$2.4857** | | |

# Budget to Actual Variance Fiscal Year 2024-25 - Wastewater

**Increase in Operating Expenses:**

- Pumping: Contracted services for electrical evaluations, databasing, and labeling of regional pump stations.
- Treatment & Disposal: Increases in contractual rates for sludge hauling and rental equipment costs associated with contracts for biosolid dewatering, hauling, and disposal services. Contracts address biosolids sludge removal and disposal, which has resulted from regulatory changes significantly limiting the number of vendors and eligible sludge disposal facilities, resulting in sludge disposal cost increases.
- General & Administration: Changes in pension funding requirements as required and determined by the State of Florida.

**Decrease in Debt Service:**

- Series 2025 Bond Issue occurred later in the fiscal year reducing annual debt service.

**Increase in Renewal & Replacement:**

- Unbudgeted Emergency Projects:
  - Emergency Repair of 54" Force Main at NW 3rd St. and 57th Ave.
  - Replacement of Emergency Generator Controls at Central Dist. WWTP
  - Repair of clarifier and feeder pipe leak at North Dist. WWTP; required for progress of consent decree required clarifier upgrade
- Scope Changes and Increased Costs:
  - Emergency pump overhaul at regional pump station #1
  - Replacement of sodium hypochlorite tanks at Central Dist. WWTP
  - Mechanical overhaul at Central Dist. WWTP Grit Building due to flooding
  - Electrical overhaul of transfer pump station motors at South Dist. WWTP
  - Overhaul of grit bar screens at South Dist. WWTP

**Decrease in Change in Operating Reserve Requirement:**

- Change in the required Operating Reserve Requirement pursuant to the County's Master Bond Ordinance.

**Interest Earnings Offset:**

- Delayed Series 2025 bond issuance and lower bond reserve balances decreased interest earnings resulting in a lower interest earnings offset.

# Fiscal Year 2024-25 Cost of Service Wastewater

| Description | Local | | Regional | | Change in Regional Cost | % Change in Regional Costs |
|---|---|---|---|---|---|---|
| | Budget | Actual | Budget | Actual | | |
| **Operating Expenses** | | | | | | |
| Collection & Transmission | $ 30,579,494 | $ 36,218,756 | $ 13,920,506 | $ 13,058,244 | $ (862,262) | -0.2% |
| Pumping | 48,173,099 | 46,522,515 | 20,696,901 | 22,761,485 | 2,064,584 | 0.5% |
| Treatment & Disposal | 0 | 0 | 162,963,000 | 185,679,000 | 22,716,000 | 5.1% |
| Customer Accounting/Service | 20,398,000 | 22,925,000 | 0 | 0 | 0 | 0.0% |
| General & Administration | 22,697,732 | 32,060,011 | 47,400,268 | 67,196,989 | 19,796,721 | 4.5% |
| **Total Operating Expenses** | **$ 121,848,326** | **$ 137,726,282** | **$ 244,980,674** | **$ 288,695,718** | **$ 43,715,044** | **9.9%** |
| **Other Revenue Requirements** | | | | | | |
| Debt Service | $ 25,731,947 | $ 35,462,018 | $ 197,375,871 | $ 174,016,047 | $ (23,359,823) | -5.3% |
| Renewal & Replacement | 11,120,987 | 22,170,856 | 28,611,013 | 48,572,144 | 19,961,131 | 4.5% |
| Change in Op. Reserve. Req. | 3,619,771 | 2,769,887 | 7,213,229 | 5,806,113 | (1,407,115) | -0.3% |
| Interest Earnings | (1,661,244) | (1,904,410) | (36,603,756) | (21,319,590) | 15,284,166 | 3.5% |
| Inter-Departmental Charges | (81,575,000) | (134,507,000) | 0 | 0 | 0 | 0.0% |
| **Total Revenue Requirements** | **$ 79,084,787** | **$ 61,717,633** | **$ 441,577,031** | **$ 495,770,433** | **$ 54,193,401** | **12.3%** |
| **Percent of Total** | **15.2%** | **11.1%** | **84.8%** | **88.9%** | | |
| Wholesale Flow (1,000 gal) | | | 33,637,000 | 32,035,000 | | |
| Plant Flow (1,000 gal) | | | 116,000,000 | 105,472,000 | | |
| **% Wholesale** | | | **29.0%** | **30.4%** | | |
| Regional Cost Allocated to Wholesale | | | $ 128,045,919 | $ 150,580,304 | | |
| Wholesale Customer Accounting/Service | | | 91,938 | 120,293 | | |
| **Total Wholesale cost** | | | **$ 128,137,857** | **$ 150,700,597** | | |
| **Wholesale Rate ($ per 1,000 gal)** | | | **$3.8094** | **$4.7042** | | |

# Fiscal Year 2024-25 Cost Of Service – Sales (1,000 gals)

| Description | 2024-25 Budget | 2024-25 Actual | Difference | Percent |
|---|---|---|---|---|
| **Water System** | | | | |
| Retail Customers | 63,500,000 | 66,112,000 | 2,612,000 | 2.2% |
| All Wholesale Customers | 22,500,000 | 21,874,000 | (626,000) | -0.5% |
| Unbilled | 33,950,000 | 32,468,000 | (1,482,000) | -1.2% |
| **Total Distributed** | 119,950,000 | 120,454,000 | 504,000 | 0.4% |
| **Unbilled %** | 28.30% | 26.95% | | |
| | | | | |
| **Wastewater System** | | | | |
| Retail Customers | 49,700,000 | 50,631,000 | 931,000 | 0.8% |
| All Wholesale Customers | 33,637,000 | 32,035,000 | (1,602,000) | -1.4% |
| Infiltration/Inflow | 32,663,000 | 22,806,000 | (9,857,000) | -8.5% |
| **Total Treated** | 116,000,000 | 105,472,000 | (10,528,000) | -9.1% |
| **Infiltration/Inflow %** | 28.16% | 21.62% | | |

# Fiscal Year 2024-25 Rates vs. Actual Costs – True-up

| Description | 2024-25 Adopted Rate | 2024-25 Actual Cost-of-Service | True-Up Amount | True-Up Percent |
|---|---|---|---|---|
| **Wholesale Water Rates** | $ 2.4003 | $ 2.4857 | $ 0.0854 | 3.56% |
| **Wholesale Wastewater Rates** | $ 3.8094 | $ 4.7042 | $ 0.8948 | 23.49% |

Note: Negative True-up represents monies owed to customers, positive Tue-up represents monies owed to WASD.

In 2025 the Wholesale Wastewater Rate was reduced from $3.9414 to $3.8094

# True-up Breakdown

| Description | 2024-25 Adopted Rate | 2024-25 Actual Cost-of-Service | Change From Adopted | |
|---|---|---|---|---|
| | | | Amount | Percent |
| **Wholesale Water Rates** | | | | |
| Rate per 1,000 gallons | $ 2.4003 | $ 2.4857 | $ 0.0854 | 3.56% |
| **Summary Breakdown** | | | | |
| Flow Related | | | $ (0.0211) | -0.88% |
| Cost of Service | | | $ 0.1065 | 4.44% |
| | | | | |
| **Wholesale Wastewater Rates** | | | | |
| Rate per 1,000 gallons | $ 3.8094 | $ 4.7042 | $ 0.8948 | 23.49% |
| **Summary Breakdown** | | | | |
| Flow Related | | | $ 0.4273 | 11.22% |
| Cost of Service | | | $ 0.4675 | 12.27% |

# Results of Fiscal Year 2024-25 True-up

| Description | Water | | Sewer | | Net |
|---|---|---|---|---|---|
| | Consumption (1,000, gal) | True-up | Consumption (1,000, gal) | True-up | True-up |
| Bal Harbor | 482,000 | $ 41,163 | 0 | $ 0 | $ 41,163 |
| Bay Harbor Islands | 333,000 | 28,438 | 0 | 0 | 28,438 |
| Coral Gables | 0 | 0 | 1,520,000 | 1,360,096 | 1,360,096 |
| Florida City | 0 | 0 | 648,000 | 579,830 | 579,830 |
| Hialeah | 6,239,000 | 532,811 | 12,886,000 | 11,530,393 | 12,063,204 |
| Hialeah Gardens | 768,000 | 65,587 | 857,000 | 766,844 | 832,431 |
| Homestead Air Force Base | 0 | 0 | 52,000 | 46,530 | 46,530 |
| Homestead, City of | 854,000 | 72,932 | 1,845,000 | 1,650,906 | 1,723,838 |
| Indian Creek Village | 271,000 | 23,143 | 0 | 0 | 23,143 |
| Medley | 557,000 | 47,568 | 447,000 | 399,976 | 447,544 |
| Miami Beach | 7,755,000 | 662,277 | 7,815,000 | 6,992,862 | 7,655,139 |
| North Bay Village | 414,000 | 35,356 | 316,000 | 282,757 | 318,113 |
| North Miami | 2,417,000 | 206,412 | 3,150,000 | 2,818,620 | 3,025,032 |
| North Miami Beach | 37,000 | 3,160 | 1,424,000 | 1,274,195 | 1,277,355 |
| Opa-Locka | 774,000 | 66,100 | 830,000 | 742,684 | 808,784 |
| Surfside | 454,000 | 38,772 | 0 | 0 | 38,772 |
| Virginia Gardens | 80,000 | 6,832 | 0 | 0 | 6,832 |
| West Miami | 439,000 | 37,491 | 245,000 | 219,226 | 256,717 |
| Total | 21,874,000 | $ 1,868,042 | 32,035,000 | $ 28,664,919 | $ 30,532,961 |

Note: Negative True-up represents monies owed to customers; positive True-up represents monies owed to WASD.

Some numbers are rounded and may lead to slight variances in totals.

# Preliminary Proposed Wholesale Customer Rates Fiscal Year 2026-27

# Agenda

**Preliminary Proposed Wholesale Rates:**

- Wholesale Rate Calculation
- WASD Proposed Budget Fiscal Year 2026-27
- Results of Water Cost Allocation – Fiscal Year 2026-27
- Results of Sewer Cost Allocation – Fiscal Year 2026-27
- Water & Sewer Wholesale Customer Rates – Fiscal Year 2026-27
- Wholesale Customer Charges Adjusted for True-up
- Discussion and Questions

## Wholesale Rate Calculation

- The methodology for calculating wholesale rates follows the formula established in the Wholesale Agreements
- The wholesale rates include only those components outlined and agreed upon in the Wholesale Agreements
- The wholesale customer rate is a uniform rate for all customers in this class and is based upon the Department budget for Fiscal Year 2026-2027

# Wholesale Rate Calculation FY2027

**For the FY2027 rate, the Department is instituting a one-time "smoothing" as part of the rate development.**

What is "smoothing"? The FY2027 rate is calculated as the average of:

1. FY2025 True-Up rate,
2. FY2026 adopted rate,
3. FY2027 COS calculated rate

The Department is instituting "smoothing" in recognition of:

- High FY2025 wastewater true-up cost
- FY2026 wastewater rate increase (19%)
- COS FY2027 wastewater forecasted rate increase (15%)
- Support municipal wholesale partners
- Provide County wide rate relief
- Provide wholesale customers 2-years to plan for cost increase
  - The FY2027 wastewater rate increase is being "smoothed"; however, these costs, if realized, will be captured in the true-up

# WASD Proposed Budget FY 2027

The Fiscal Year 2027 water and sewer wholesale rates proposed herein are based on the Department's proposed budget as of June 5, 2026. The results presented herein are subject to change pursuant to the adoption of the final budget.

Results subject to BCC Budget Approval:

- First Budget Hearing scheduled: September 3, 2026
- Second Budget Hearing scheduled: September 17, 2026

# Variance From Current Rates – Water

## Decrease in Operating Expenses:

- Source of Supply: Completion of the calcium carbonate sludge removal project at the Alexander Orr water treatment plant.

## Increase in Operating Expenses:

- Purification:
  - Chemical price increases for lime and sodium hypochlorite.
  - Salary and fringe benefit increases.
- Transmission and Distribution: Salaries and fringe benefit increases.
- General & Administration:
  - New required maintenance and repair contracts for facility equipment such as HVAC, electrical, and plumbing.
  - Data cloud access payments.
  - Salaries and fringe benefit increases.

## Increase in Debt Service:

- Planned Series 2027 Bond Issuance expected to be $435 million.

## Interest Earnings Offset:

- Changes in reserve balances decreases interest earnings resulting in a higher interest earnings offset.

# Water Cost of Service Proposed Budget Fiscal Year 2026-27

| Description | Local | | Regional | | Change in Regional Cost | % Change in Regional Costs |
|---|---|---|---|---|---|---|
| | FY2025-26 | FY2026-27 | FY2025-26 | FY2026-27 | | |
| **Operating Expenses** | | | | | | |
| Source of Supply | $ 0 | $ 0 | $ 29,728,000 | $ 27,631,000 | $ (2,097,000) | -0.8% |
| Power & Pumping | 0 | 0 | 1,998,000 | 1,942,000 | (56,000) | 0.0% |
| Purification | 0 | 0 | 117,466,000 | 121,400,000 | 3,934,000 | 1.4% |
| Transmission & Distribution | 52,657,242 | 53,662,993 | 14,431,758 | 16,034,007 | 1,602,249 | 0.6% |
| Customer Accounting/Service | 28,528,000 | 29,329,000 | 0 | 0 | 0 | 0.0% |
| General & Administration | 20,063,967 | 20,092,327 | 39,349,033 | 43,098,673 | 3,749,640 | 1.4% |
| **Total Operating Expenses** | **$ 101,249,210** | **$ 103,084,321** | **$ 202,972,790** | **$ 210,105,679** | **$ 7,132,889** | **2.6%** |
| **Other Revenue Requirements** | | | | | | |
| Debt Service | $ 12,739,369 | $ 16,164,052 | $ 49,082,092 | $ 57,954,807 | $ 8,872,715 | 3.2% |
| Renewal & Replacement | 14,353,907 | 19,266,000 | 40,646,093 | 40,734,000 | 87,907 | 0.0% |
| Change in Op. Reserve. Req. | 584,753 | 1,001,582 | 1,172,247 | 2,041,418 | 869,171 | 0.3% |
| Interest Earnings | (6,273,323) | (6,588,939) | (17,416,677) | (19,034,061) | (1,617,383) | -0.6% |
| Inter-Departmental Charges | 44,055,000 | 100,146,000 | 0 | 0 | 0 | 0.0% |
| **Total Revenue Requirements** | **$ 166,708,917** | **$ 233,073,016** | **$ 276,456,545** | **$ 291,801,843** | **$ 15,345,298** | **5.6%** |
| Percent of Total | 37.6% | 44.4% | 62.4% | 55.6% | | |
| Wholesale Flow (1,000 gal) | | | 23,230,000 | 23,750,000 | | |
| Allocable Unbilled Flow (1,000 gal) | | | 1,619,866 | 1,574,632 | | |
| **Total Wholesale Flow (1,000 gal)** | | | **24,849,866** | **25,324,632** | | |
| Production (1,000 gal) | | | 120,100,000 | 121,200,000 | | |
| **% Wholesale** | | | **20.7%** | **20.9%** | | |
| Regional Cost Allocated to Wholesale | | | $ 57,201,566 | $ 60,971,734 | | |
| Wholesale Customer Accounting/Service | | | 124,612 | 138,800 | | |
| **Total Wholesale cost** | | | **$ 57,326,178** | **$ 61,110,534** | | |
| **Wholesale Rate ($ per 1,000 gal)** | | | **$2.4678** | **$2.5731** | | |

# Variance From Current Rates – Wastewater

**Increase In Projected Operating Expenses:**

- Treatment & Disposal:
  - Increases in contractual rates for sludge hauling and rental equipment costs associated with contracts for biosolid dewatering, hauling, and disposal services. Contracts address biosolids sludge removal and disposal, which has resulted from regulatory changes significantly limiting the number of vendors and eligible sludge disposal facilities, resulting in sludge disposal cost increases.
  - Increasing grit disposal costs (Waste Management contract).
  - Salary and fringe benefit increases.
- General & Administration:
  - New required maintenance and repair contracts for facility equipment such as HVAC, electrical, and plumbing.
  - Data cloud access payments.
  - Salaries and fringe benefit increases.

**Increase in Debt Service:**

- Planned Series 2027 Bond Issuance expected to be $435 million.

**Increase in Renewal and Replacement:**

- Additions, Retirements, and Modifications at the Regional Wastewater Treatment Plants (SDWWTP, CDWWTP, and NDWWTP): Equipment upgrades and replacement are required to maintain the regional treatment plants.

**Decrease in Change in Operating Reserve Requirement:**

- Change in the required Operating Reserve Requirement pursuant to the County's Master Bond Ordinance.

**Interest Earnings Offset:**

- Changes in reserve balances decreases interest earnings resulting in a lower interest earnings offset.

# Wastewater Cost of Service Proposed Budget Fiscal Year 2026-27

| Description | Local | | Regional | | Change in Regional Cost | % Change in Regional Costs |
|---|---|---|---|---|---|---|
| | FY2025-26 | FY2026-27 | FY2025-26 | FY2026-27 | | |
| **Operating Expenses** | | | | | | |
| Collection & Transmission | $ 35,734,170 | $ 40,508,970 | $ 14,544,830 | $ 14,605,030 | $ 60,200 | 0.0% |
| Pumping | 49,595,132 | 49,400,459 | 24,073,868 | 24,169,541 | 95,672 | 0.0% |
| Treatment & Disposal | 0 | 0 | 209,290,000 | 226,539,000 | 17,249,000 | 3.3% |
| Customer Accounting/Service | 21,730,000 | 22,367,000 | 0 | 0 | 0 | 0.0% |
| General & Administration | 23,970,542 | 24,946,259 | 48,645,458 | 52,286,741 | 3,641,283 | 0.7% |
| **Total Operating Expenses** | **$ 131,029,843** | **$ 137,222,688** | **$ 296,554,157** | **$ 317,600,312** | **$ 21,046,155** | **4.1%** |
| **Other Revenue Requirements** | | | | | | |
| Debt Service | $ 30,765,298 | $ 36,384,811 | $ 204,384,056 | $ 207,326,132 | $ 2,942,076 | 0.6% |
| Renewal & Replacement | 16,616,249 | 18,804,000 | 38,383,751 | 41,196,000 | 2,812,249 | 0.5% |
| Change in Op. Reserve. Req. | 3,267,262 | 1,527,190 | 7,565,738 | 3,608,810 | (3,956,928) | -0.8% |
| Interest Earnings | (2,804,581) | (1,975,664) | (30,239,419) | (22,538,336) | 7,701,083 | 1.5% |
| Inter-Departmental Charges | (82,131,000) | (135,919,000) | 0 | 0 | 0 | 0.0% |
| **Total Revenue Requirements** | **$ 96,743,071** | **$ 56,044,025** | **$ 516,648,283** | **$ 547,192,918** | **$ 30,544,635** | **5.9%** |
| **Percent of Total** | **15.8%** | **9.3%** | **84.2%** | **90.7%** | | |
| Wholesale Flow (1,000 gal) | | | 34,470,000 | 33,250,000 | | |
| Plant Flow (1,000 gal) | | | 114,000,000 | 105,000,000 | | |
| **% Wholesale** | | | **30.2%** | **31.7%** | | |
| Regional Cost Allocated to Wholesale | | | $ 156,218,125 | $ 173,277,757 | | |
| Wholesale Customer Accounting/Service | | | 107,998 | 120,293 | | |
| **Total Wholesale cost** | | | **$ 156,326,123** | **$ 173,398,050** | | |
| **Wholesale Rate ($ per 1,000 gal)** | | | **$4.5351** | **$5.2150** | | |

# Proposed Rates – Fiscal Year 2026-27

| Description | 2025-26 COS Rate | 2026-27 Budget COS Rate (Calculated) | 2026-27 Proposed Rate 3-Yr. Avg. (Smoothed) | Change (Proposed Rate-Smoothed) | | Change (COS Rate-Calculated) | |
|---|---|---|---|---|---|---|---|
| | | | | $ | % | $ | % |
| **Wholesale Water Rates** | | | | | | | |
| Rate per 1,000 gallons | $ 2.4678 | $ 2.5731 | $ 2.5089 | $ 0.0411 | 1.67% | $ 0.1053 | 4.27% |
| **Wholesale Wastewater Rates** | | | | | | | |
| Rate per 1,000 gallons | $ 4.5351 | $ 5.2150 | $ 4.8181 | $ 0.2830 | 6.24% | $ 0.6799 | 14.99% |
| Wet Season | $ 5.1020 | $ 5.8669 | $ 5.4204 | $ 0.3184 | 6.24% | $ 0.7649 | 14.99% |
| Dry Season | 3.9682 | 4.5631 | 4.2158 | 0.2476 | 6.24% | 0.5949 | 14.99% |

© Arcadis 2023

# Fiscal Year 2026-27 (Proposed Rate Development)

## Water: 2026-27 Proposed Rate

| | |
|---|---|
| 2024-25 Actual Cost-of-Service | $2.4857 |
| 2025-26 Projected COS Rate | 2.4678 |
| 2026-27 Calculated COS Rate | 2.5731 |
| **3-Yr. Avg. (Smoothing)** | **$2.5089** |

## Wastewater: 2026-27 Proposed Rate

| | |
|---|---|
| 2024-25 Actual Cost-of-Service | $4.7042 |
| 2025-26 Projected COS Rate | 4.5351 |
| 2026-27 Calculated COS Rate | 5.2150 |
| **3-Yr. Avg. (Smoothing)** | **$4.8181** |

© Arcadis 2023

# Estimated Charges Fiscal Year 2026-27 (Excluding True-up)

| Description | Water | | Sewer | | Net |
|---|---|---|---|---|---|
| | Consumption (1,000, gal) | Annual Charge | Consumption (1,000, gal) | Annual Charge | Total |
| 2027 Proposed Rate ($/1,000 gal) | | $ 2.5089 | | $ 4.8181 | |
| Bal Harbor | 482,000 | $ 1,209,290 | $ 0 | $ 0 | $ 1,209,290 |
| Bay Harbor Islands | 333,000 | 835,464 | 0 | 0 | 835,464 |
| Coral Gables | 0 | 0 | 1,550,000 | 7,468,055 | 7,468,055 |
| Florida City | 0 | 0 | 648,000 | 3,122,129 | 3,122,129 |
| Hialeah | 7,158,000 | 17,958,706 | 13,750,000 | 66,248,875 | 84,207,581 |
| Hialeah Gardens | 996,000 | 2,498,864 | 857,000 | 4,129,112 | 6,627,976 |
| Homestead Air Force Base | 0 | 0 | 52,000 | 250,541 | 250,541 |
| Homestead, City of | 854,000 | 2,142,601 | 1,845,000 | 8,889,395 | 11,031,995 |
| Indian Creek Village | 271,000 | 679,912 | 0 | 0 | 679,912 |
| Medley | 557,000 | 1,397,457 | 447,000 | 2,153,691 | 3,551,148 |
| Miami Beach | 7,816,000 | 19,609,562 | 8,136,000 | 39,200,062 | 58,809,624 |
| North Bay Village | 414,000 | 1,038,685 | 316,000 | 1,522,520 | 2,561,204 |
| North Miami | 3,085,000 | 7,739,957 | 3,150,000 | 15,177,015 | 22,916,972 |
| North Miami Beach | 37,000 | 92,829 | 1,424,000 | 6,860,974 | 6,953,804 |
| Opa-Locka | 774,000 | 1,941,889 | 830,000 | 3,999,023 | 5,940,912 |
| Surfside | 454,000 | 1,139,041 | 0 | 0 | 1,139,041 |
| Virginia Gardens | 80,000 | 200,712 | 0 | 0 | 200,712 |
| West Miami | 439,000 | 1,101,407 | 245,000 | 1,180,435 | 2,281,842 |
| Total | 23,750,000 | $ 59,586,375 | 33,250,000 | $ 160,201,825 | $ 219,788,200 |

Note: Some numbers are rounded and may lead to slight variances in totals.

# Estimated Charges After Adjustment for True-up Fiscal Year 2026-27

| Description | Water | | | Sewer | | | Total Annual Charge |
|---|---|---|---|---|---|---|---|
| | 2026-27 Charge | 2024-25 True-up | Total Water | 2026-27 Charge | 2024-25 True-up | Total Sewer | |
| Bal Harbor | $ 1,209,290 | $ 41,163 | $ 1,250,453 | $ 0 | $ 0 | $ 0 | $ 1,250,453 |
| Bay Harbor Islands | 835,464 | 28,438 | 863,902 | 0 | 0 | 0 | 863,902 |
| Coral Gables | 0 | 0 | 0 | 7,468,055 | 1,360,096 | 8,828,151 | 8,828,151 |
| Florida City | 0 | 0 | 0 | 3,122,129 | 579,830 | 3,701,959 | 3,701,959 |
| Hialeah | 17,958,706 | 532,811 | 18,491,517 | 66,248,875 | 11,530,393 | 77,779,268 | 96,270,785 |
| Hialeah Gardens | 2,498,864 | 65,587 | 2,564,451 | 4,129,112 | 766,844 | 4,895,956 | 7,460,407 |
| Homestead Air Force Base | 0 | 0 | 0 | 250,541 | 46,530 | 297,071 | 297,071 |
| Homestead, City of | 2,142,601 | 72,932 | 2,215,533 | 8,889,395 | 1,650,906 | 10,540,301 | 12,755,833 |
| Indian Creek Village | 679,912 | 23,143 | 703,055 | 0 | 0 | 0 | 703,055 |
| Medley | 1,397,457 | 47,568 | 1,445,025 | 2,153,691 | 399,976 | 2,553,667 | 3,998,692 |
| Miami Beach | 19,609,562 | 662,277 | 20,271,839 | 39,200,062 | 6,992,862 | 46,192,924 | 66,464,763 |
| North Bay Village | 1,038,685 | 35,356 | 1,074,041 | 1,522,520 | 282,757 | 1,805,277 | 2,879,317 |
| North Miami | 7,739,957 | 206,412 | 7,946,369 | 15,177,015 | 2,818,620 | 17,995,635 | 25,942,004 |
| North Miami Beach | 92,829 | 3,160 | 95,989 | 6,860,974 | 1,274,195 | 8,135,169 | 8,231,159 |
| Opa-Locka | 1,941,889 | 66,100 | 2,007,989 | 3,999,023 | 742,684 | 4,741,707 | 6,749,696 |
| Surfside | 1,139,041 | 38,772 | 1,177,813 | 0 | 0 | 0 | 1,177,813 |
| Virginia Gardens | 200,712 | 6,832 | 207,544 | 0 | 0 | 0 | 207,544 |
| West Miami | 1,101,407 | 37,491 | 1,138,898 | 1,180,435 | 219,226 | 1,399,661 | 2,538,559 |
| Total | $ 59,586,375 | $ 1,868,042 | $ 61,454,417 | $ 160,201,825 | $ 28,664,919 | $ 188,866,744 | $ 250,321,161 |

Note: Some numbers are rounded and may lead to slight variances in totals.

# Discussion and Questions

Arcadis. Improving quality of life.

© Arcadis 2025

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTIONS 20-5 AND 20-6 OF THE CODE OF BAY HARBOR ISLANDS TO INCREASE THE MONTHLY CHARGE FOR WATER SERVICE TO $6.73 PER ONE THOUSAND GALLONS AND TO INCREASE THE MINIMUM MONTHLY SERVICE CHARGES FOR EACH WATER METER TO $31.26; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Bay Harbor Islands is charged with protecting and preserving the public health, safety and welfare of the residents and those coming into the Town of Bay Harbor Islands; and

**WHEREAS**, the Town of Bay Harbor Islands purchases its water from Miami-Dade County; and

**WHEREAS**, Miami-Dade County has indicated an increase of 5% for water services in its preliminary budget; and

**WHEREAS**, the Town of Bay Harbor Islands does not currently have an alternative source to purchase water and in order to maintain proper fiscal discipline must pass-through the County's increase; and

**WHEREAS**, it is necessary for the Town of Bay Harbor Islands to increase the rates which it charges for water services because of higher operating costs.

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

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

**Section 2. Water Rate Changes.** Sections 20-5 & 20-6 of the Code of the Town of Bay Harbor Islands is hereby amended as set forth in Exhibit “A” (with stricken text deleted and underlined text added).

**Section 4. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 5. Inclusion in the Code.** It is the intention of the Town Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Town of Bay Harbor Islands; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" may be changed to "Section" or any other appropriate word.

**Section 6. Repeal of Ordinances in Conflict.** All ordinances or parts of ordinances in conflict herewith or inconsistent herewith, are hereby repealed, but only insofar as such ordinances may be inconsistent or in conflict with this Ordinance.

**Section 7. Effective Date.** This Ordinance shall be effective for all billings rendered starting in October of 2026.

PASSED on First Reading this ___ day of August, 2026.

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

_____
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

**Exhibit “A”**

**Sec. 20-5. - Water service charges—Rate.**

The charges for water service in the town shall be at the rate of ~~$5.48~~ $6.73 per 1,000 gallons plus that percent of such charges as determined from time to time by Miami-Dade County to compensate for the Miami-Dade County water and sewer utility charges to finance the environmental resources management department's water protection and utility regulation program.

**Sec. 20-6. - Same—Minimum.**

There shall be a minimum water service charge for each water meter in the amount of ~~$25.49~~ $31.26.

ITEM 21

# 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<br>Evelyn Herbello, Town Clerk |
| **FROM:** | Lorrainia Belle<br>Town Planner |
| **DATE:** | August 19, 2026 |
| **SUBJECT:** | Town of Bay Harbor Islands – Ordinance Amending Section 18-5 of the Town Code to Enhance Roadway Restoration Standards Following Construction, Establish a 30-Day Completion Requirement, and Impose Daily Fines for Non-Compliance |

## RECOMMENDATION

Town Council discretion to approve the attached ordinance on Second Reading creating a new Section 13-12 of the Town Code. The ordinance accomplishes the following:

Town Council discretion to approve the attached ordinance on First Reading amending Section 18-5 of the Town Code (Same—Repair of damaged property). The ordinance accomplishes the following:

1. Prohibits the use of cold patching for any temporary or permanent roadway restoration;
2. Requires temporary restoration using hot mix asphalt with milling to a clean, vertical edge;
3. Mandates completion of permanent restoration, including full-depth repaving, within thirty (30) calendar days from the date of cutting or excavation;
4. Requires a separate repair permit reviewed and approved by the Department of Public Works and the Town Engineer;

5. Mandates inspection of all repair work by the Town Engineer or their designee;
6. Establishes a fine of Two Hundred Fifty Dollars ($250.00) per calendar day for each day restoration remains incomplete beyond the 30-day deadline.

## BACKGROUND

The Town of Bay Harbor Islands is currently experiencing a significant volume of construction activity throughout the municipality. This includes private development projects, utility work, and infrastructure improvements authorized by various town permits. While the Town is committed to supporting responsible development and necessary infrastructure maintenance, the volume of construction has resulted in widespread damage to the Town's rights-of-way, including street pavements, curbs, gutters, and catch basins. Under existing Section 18-5, permit holders are required to repair damaged town property promptly and in accordance with town specifications. However, the Town has observed a recurring and problematic practice: contractors are using "cold patch" asphalt as a repair method for damaged roadways. Cold patching is a temporary, expedient solution that the Town finds unacceptable for the following reasons:

1. **Aesthetic Deterioration:** Cold patch repairs are visually unappealing and create an unsightly patchwork appearance on the Town's streets, detracting from the community's overall character and beauty.
2. **Safety Hazards:** Cold patch material does not compact or bond as effectively as hot mix asphalt, leading to depressions, dips, and uneven surfaces in the road. These conditions pose safety risks to vehicles, bicycles, and pedestrians.
3. **Premature Failure:** Cold patch repairs break down quickly under traffic loads and weather conditions, requiring repeated repairs and ultimately increasing overall costs to both the permit holder and the Town.
4. **Inconsistent with Town Standards:** The frequent use of cold patch as a "final" repair falls below the standard of quality the Town expects and its residents deserve.

To address these concerns and advance the beautification of Bay Harbor Islands, the Town seeks to amend Section 18-5 to establish clear, enforceable standards that ensure roadway repairs are performed properly, promptly, and to a high aesthetic and functional standard. The proposed amendment requires hot mix asphalt with milling for temporary repairs and mandates permanent restoration within 30 days, with meaningful financial penalties for non-compliance to ensure accountability.

## ANALYSIS

The attached ordinance amends existing Section 18-5 (Same—Repair of damaged property) by adding new subsections (b) through (e). The amendment does not alter the underlying obligation to repair but significantly enhances the standards, process, and enforcement mechanisms. Key provisions include:

**1. Temporary Restoration Standards (New Subsection (b))**

- Requires that immediately after any excavation or cutting, the permit holder must install a temporary restoration using hot mix asphalt.
- Mandates milling of the edges to a clean, vertical face to ensure a proper bond and smooth transition.
- Explicitly prohibits cold patching as either a temporary or permanent repair method.

**2. Permanent Restoration Deadline (New Subsection (c))**

- Establishes a firm deadline of thirty (30) calendar days from the date of the initial cutting or excavation for completion of permanent restoration.
- Requires permanent restoration to include full-depth repaving of the affected area, including base repair, milling, and overlay, as directed by the Town Engineer.

**3. Inspection and Permit Requirement (New Subsection (d))**

- Create a new, separate repair permit requirement for all repair work, whether temporary or permanent.
- Mandates review and approval of the repair permit application by the Department of Public Works and the Town Engineer.
- Requires the permit holder to provide 24-hour advance notice to the Town Engineer prior to commencing any repair work to allow for inspection.
- Subjects all repair work to inspection by the Town Engineer or their designee.

**4. Fines for Non-Compliance (New Subsection (e))**

- Establishes a $250.00 per calendar day fine for each day permanent restoration remains incomplete after the 30-day deadline.
- Provides for daily accrual of fines until the work is completed to the satisfaction of the Town Engineer.
- Reserves the Town's right to pursue additional legal or equitable remedies, including making the repairs itself and assessing all costs against the permit holder.

**Procedural Protections and Enforcement:** The proposed amendment includes clear standards that provide objective criteria for compliance. The requirement for a separate permit and mandatory inspection ensures that the Town has oversight at every stage of the repair process. The daily fine structure creates a strong economic incentive for timely completion, while the 30-day window provides a reasonable period for contractors to complete permanent restoration.

**Beautification Objective:** By eliminating cold patching and requiring hot mix asphalt with milling and full-depth repaving, the Town ensures that roadway repairs will be smooth, durable, and aesthetically consistent with the surrounding pavement. This directly supports the Town's broader beautification goals and enhances the visual appeal and safety of the public rights-of-way.

## CONCLUSION

This ordinance provides the Town with clear, enforceable standards to address the persistent problem of substandard roadway repairs resulting from construction activity. By prohibiting cold patching, requiring hot mix asphalt with milling for temporary restoration, and mandating full-depth permanent repaving within 30 days, the Town will ensure that roadway repairs are durable, safe, and aesthetically consistent with the community's beautification goals.

The requirement for a separate repair permit, review by Public Works and the Town Engineer, and mandatory inspection ensures that the Town has meaningful oversight at every stage of the repair process. The $250.00 per day fine for non-compliance creates a strong financial incentive for contractors to complete repairs timely, while the 30-day deadline provides a reasonable period to complete permanent restoration.

Approval of this ordinance will protect the safety and beauty of Bay Harbor Islands' public rights-of-way, hold contractors accountable for quality workmanship, and ensure that the Town's streets remain smooth, attractive, and safe for all residents and visitors.

## FINANCIAL ANAYSIS

GL Line Item Number: N/A (fee revenue)

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

## ATTACHMENTS

1st Reading Ordinance

**ORDINANCE NO. ____**

**AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTION 18-5 OF THE TOWN CODE, ENTITLED "REPAIR OF DAMAGED PROPERTY"; ESTABLISHING ENHANCED ROADWAY RESTORATION STANDARDS FOLLOWING CONSTRUCTION OR EXCAVATION ACTIVITIES; PROHIBITING THE USE OF COLD PATCH ASPHALT FOR TEMPORARY OR PERMANENT RESTORATION; REQUIRING TEMPORARY RESTORATION WITH HOT MIX ASPHALT; REQUIRING PERMANENT RESTORATION WITHIN THIRTY (30) CALENDAR DAYS; REQUIRING A SEPARATE REPAIR PERMIT AND INSPECTIONS; ESTABLISHING DAILY FINES FOR NON-COMPLIANCE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town is experiencing significant construction, utility, and infrastructure activity resulting in impacts to public rights-of-way; and

**WHEREAS**, the Town Council finds that the use of cold patch asphalt results in substandard roadway repairs, aesthetic deterioration, premature failure, and potential safety hazards; and

**WHEREAS**, the Town Council desires to establish clear restoration standards, inspection procedures, and enforcement mechanisms to protect the public health, safety, and welfare;

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

**SECTION 1. RECITALS.** The foregoing recitals are adopted and incorporated herein as legislative findings.

**SECTION 2. AMENDMENT TO SECTION 18-5.** Section 18-5 of the Town Code is Islands is hereby amended as set forth in Exhibit "A" (with stricken text deleted and underlined text added).

**SECTION 3. CODIFICATION.** It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Town Code.

**SECTION 4. CONFLICTS.** All ordinances or parts of ordinances in conflict are repealed to the extent of such conflict.

**SECTION 5. SEVERABILITY.** If any section, subsection, sentence, clause, or provision is held invalid, the remainder shall not be affected.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall take effect immediately upon adoption as provided by law.

PASSED on First Reading this ___ day of August, 2026.

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

_____
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

# EXHIBIT A

## Sec. 18-5. Same—Repair of damaged property.

1) Street pavements, including, but not limited to curbs, gutters, manholes, catch basins, striping, or other town property damaged by any work, shall be promptly repaired by the holder of the permit. All repair shall be performed so as to equal condition of the subject matter in accordance with the town's specifications. The town shall supply to the permit holder the exact specifications of the subject matter and the permit holder shall comply with such specifications.

2) Temporary restoration. Immediately after any excavation or cutting of a paved street, the permit holder shall install a temporary restoration using hot mix asphalt, applied after milling the edges to a clean, vertical face. The temporary patch shall be compacted to grade and shall remain in place until permanent restoration is completed. Cold patching is prohibited as a temporary or permanent repair.

3) Permanent restoration. Within thirty (30) calendar days from the date of the initial cutting or excavation, the permit holder shall complete permanent restoration of the damaged town property. Permanent restoration shall include full-depth repaving of the affected area in accordance with town specifications, including base repair, milling, and overlay as directed by the Town Engineer.

4) Inspection and permit required. No repair work, whether temporary or permanent, shall commence without a separate repair permit issued by the Town. The application for the repair permit shall be reviewed and approved by the Department of Public Works and the Town Engineer. All repair work shall be subject to inspection by the Town Engineer or their designee. The permit holder shall notify the Town Engineer at least twenty-four (24) hours in advance of any repair work to allow for inspection.

5) Failure to complete restoration; fines. If the permit holder fails to complete permanent restoration within the thirty-day period set forth in subsection (c), the permit holder shall be subject to a fine of Two Hundred Fifty Dollars ($250.00) per calendar day for each day the restoration remains incomplete after the deadline. Such fines shall accrue daily until the work is completed to the satisfaction of the Town Engineer. The Town may also pursue any other legal or equitable remedies available to enforce this section, including but not limited to making the repairs itself and assessing all costs against the permit holder.

**AGENDA ITEM REPORT**
August 19, 2026

**ITEM NUMBER: 22.**

**ITEM:** Consideration and narrowing the list of proposers to the top three (3) firms for Town Attorney Services pursuant to RPS-1-10338-MG-0-2026/FVR.

**DESCRIPTION:**

**RECOMMENDED ACTION:**

---

**FINANCIAL ANALYSIS:**

**BUDGET IMPACT:**

---

Submitted By: Lindsley Noel, Town Manager

**ATTACHMENTS**
None

**AGENDA ITEM REPORT**
August 19, 2026

**ITEM NUMBER: 23.**

**ITEM:** Consideration and approval of a resolution increasing toll rates.- Town Manager

**DESCRIPTION:**

Following the June 11, 2026 Council meeting, staff has developed a revised toll rate proposal that responds to the Council's direction to:

- Increase SunPass rates by more than $0.20 per year (exceeding the originally proposed annual increments), and
- Raise tolls on higher-axle vehicles to better reflect wear and tear on the causeway.

This memo summarizes current rate structure and presents a hybrid model for Council consideration.

**Current Town (Broad Causeway) Rate Structure**

**Effective FY26 (as previously proposed)**

| Axles | SunPass | Toll-by-Plate |
|---|---|---|
| 2 | $2.00 | $3.25 |
| 3 | $9.00 | $11.75 |
| 4 | $16.00 | $20.25 |
| 5 | $23.00 | $28.75 |
| Extra axle (beyond 5) | +$7.00 | +$8.50 |

Note: The Town's 2-axle SunPass rate was scheduled to increase by $0.15–$0.20 annually under the prior proposal.

**Miami-Dade County Rate Structure (Venetian & Rickenbacker Causeways)**

**Current rates as of June 2026**

| Axles | SunPass | Toll-by-Plate |
|---|---|---|
| 2 | $3.25 | $6.50 |
| 3 | $6.50 | $13.00 |
| 4 | $9.75 | $19.50 |
| 5 | $13.00 | $26.00 |
| Extra axle (beyond 5) | +$3.25 | +$6.50 |

Miami-Dade charges a higher 2-axle base rate but lower per-extra-axle fees compared to the Town.

**Proposed Hybrid Structure**

Staff recommends adopting Miami-Dade's 2-axle (base) rates and the Town's current per-extra-axle rates. This achieves:

- An immediate, meaningful increase for 2-axle vehicles (SunPass: $2.00 → $3.25, exceeding the $0.20/year target).
- Substantially higher tolls for multi-axle vehicles, aligning charges with the greater wear they cause.

| Axles | SunPass | Calculation | Toll-by-Plate | Calculation |
|---|---|---|---|---|
| 2 | $3.25 | (M-D base) | $6.50 | (M-D base) |
| 3 | $10.25 | $3.25 + $7.00 | $15.00 | $6.50 + $8.50 |
| 4 | $17.25 | $3.25 + $14.00 | $23.50 | $6.50 + $17.00 |
| 5 | $24.25 | $3.25 + $21.00 | $32.00 | $6.50 + $25.50 |
| Extra (beyond 5) | +$7.00 | (Town extra rate) | +$8.50 | (Town extra rate) |

**Comparison with Current Town Rates**

- 2-axle SunPass: +$1.25 (62.5% increase) – meets Council's desire for a larger step.
- 3-axle SunPass: +$1.25 (from $9.00 to $10.25) – modest increase while heavier vehicles pay significantly more than under Miami-Dade's structure.
- 4- and 5-axle vehicles: Increases of $1.25 each, with the per-extra-axle gap preserved for fairness.

**Next Steps**

Staff recommends the Council adopt the hybrid structure effective December 1, 2026. The new rate structure has been designed to be sustainable over the long term, and staff does not anticipate the need for any further toll increases for the foreseeable future.

**RECOMMENDED ACTION:**
Adopt this resolution to authorize the proposed toll rate increases.

---

**FINANCIAL ANALYSIS:**

**BUDGET IMPACT:**

---

Submitted By: Gerald Bryan, Finance Director

**ATTACHMENTS**
None

**RESOLUTION NO. _____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING REVISED TOLL RATES FOR THE BROAD CAUSEWAY; ADOPTING A HYBRID TOLL RATE STRUCTURE FOR SUNPASS AND TOLL-BY-PLATE USERS; PROVIDING FOR IMPLEMENTATION EFFECTIVE OF DECEMBER 1, 2026; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** The Town operates and maintains the Broad Causeway and related transportation infrastructure;

**WHEREAS,** Following the June 11, 2026 Council meeting, the Town Council directed Staff to evaluate toll increases exceeding the previously proposed annual adjustments and to increase rates for higher-axle vehicles to better reflect roadway wear and tear;

**WHEREAS,** Staff reviewed the current Town toll structure and comparable rates charged by Miami-Dade County on the Venetian and Rickenbacker Causeways;

**WHEREAS,** Staff recommends a hybrid toll structure utilizing Miami-Dade County's two-axle base rates and the Town's existing per-extra-axle rate structure;

**WHEREAS,** The proposed rates provide an immediate and meaningful increase in toll revenues while maintaining equitable treatment for heavier vehicles that impose greater impacts on transportation infrastructure;

**WHEREAS,** The Town Council finds the proposed toll structure to be reasonable, in the best interests of the Town, and supportive of the long-term financial sustainability of the Broad Causeway.

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

**SECTION 1. RECITALS.** The foregoing recitals are true and correct and incorporated herein.

**SECTION 2. ADOPTION OF TOLL RATES.** The Town Council hereby adopts the following toll rates effective December 1, 2026:

| Axles | SunPass | Toll-by-Plate |
|---|---|---|
| 2 | $3.25 | $6.50 |

| | | |
|---|---|---|
| **3** | **$10.25** | **$15.00** |
| **4** | **$17.25** | **$23.50** |
| **5** | **$24.25** | **$32.00** |
| **Extra axle >5** | **+$7.00** | **+$8.50** |

**SECTION 3. IMPLEMENTATION.** The Town Manager is authorized to take all actions necessary to implement the revised toll schedule.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall become effective immediately upon adoption, with toll rates taking effect December 1, 2026.

**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**
August 19, 2026

**ITEM NUMBER: 24.**

**ITEM:** Discussion and possible action regarding proposed changes to the Broad Causeway Pass Plan program, including eligibility options for residents, property owners, employees, school families, and proximity residents in designated areas, and establishment of modified pricing structures. Town Manager

**DESCRIPTION:**
The Town owns and operates the Broad Causeway, which connects Bay Harbor Islands to the mainland. The Town currently offers two toll pass plans available to any person on request, with no residency or other eligibility restrictions. Passes are issued on a rolling basis, with terms measured from the date of issuance.

Staff is requesting Council consideration and direction regarding three proposed options for the Broad Causeway pass plan program:

- **Option 1:** Five-category eligibility structure with a two-tier pricing model ($200/$150 for residents, $350/$225 standard).
- **Option 2:** Restrict eligibility strictly to Bay Harbor Islands residents (vehicles registered in Bay Harbor Islands only) at $200 for an annual pass and $150 for a six-month pass.
- **Option 3:** Allow certain proximity residents in designated areas to obtain a pass if the Town reaches reciprocal agreements with those areas providing appropriate benefits/concessions to Bay Harbor Islands residents, using a base price of $350/$225 with a $150/$75 rebate for Bay Harbor Islands residents.

**CURRENT PROGRAM OVERVIEW** The Town currently offers two toll pass plans with the following terms and pricing:

| Pass Plan | Current Price | Term |
|---|---|---|
| Annual Pass | $350.00 | Rolling 12 months from date of purchase |
| Six-Month Pass | $225.00 | Rolling 6 months from date of purchase |

Passes are issued on a rolling basis and are available to any person on request, with no residency or other eligibility restrictions.

**PROGRAM OPTIONS FOR COUNCIL CONSIDERATION**

**OPTION 1: Five-Category Eligibility & Two-Tier Pricing Structure**

Restricts eligibility for the annual and six-month Broad Causeway pass plans to five designated categories with standard and discounted resident rates:

- **Category 1: Residents**

Individuals whose primary legal residence is within the corporate limits of the Town of Bay Harbor Islands. (Eligible for a discounted resident rate: $200 Annual / $150 Six-Month.)

- **Category 2: Property Owners**

Individuals or entities that own real property within the town limits, whether the property is the owner's primary residence. (Standard rate applies: $350 Annual / $225 Six-Month.)

- **Category 3: Employees**

Individuals employed by a business or organization physically located within the town limits. (Standard rate applies: $350 Annual / $225 Six-Month.)

- **Category 4: School Families**

Families with students enrolled in and attending a school physically located within the town limits. (Standard rate applies: $350 Annual / $225 Six-Month.)

- **Category 5: Proximity Residents - Designated Areas**

Individuals whose primary legal residence is located within designated municipalities or neighborhoods: Bal Harbour, Indian Creek Village, Surfside, San Souci, and Keystone Point. (Standard rate applies: $350 Annual / $225 Six-Month.)

**Verification Requirements for Proximity Residents (Option 1):**

Applicants must provide two of the following showing name and qualifying address: FL driver's license/ID, vehicle registration, property tax bill/deed, utility bill, or lease agreement.

**Option 1 Pricing & Eligibility Summary Table:**

| Eligibility Category | Annual Pass | Six-Month Pass | Verification Required |
|---|---|---|---|
| Residents (primary legal residence within Town limits) | $200.00 | $150.00 | FL DL/ID with Town address + vehicle registration or utility bill |
| Property Owners | $350.00 | $225.00 | Property tax bill or deed |
| Employees | $350.00 | $225.00 | Pay stub or employer letter with Town |

| | | | |
|---|---|---|---|
| | | | business address |
| School Families | $350.00 | $225.00 | School enrollment verification |
| Proximity Residents - Designated Areas (Bal Harbour, Indian Creek Village, Surfside, Eastern Shores/Keystone Point, North Beach/Normandy Isle, Biscayne Park, or Miami Shores) | $350.00 | $225.00 | Two forms of ID/proof with address verified against designated areas list |

**OPTION 2: Bay Harbor Islands Residents Only (Registered Vehicles)**

Restricts pass plan eligibility strictly to Bay Harbor Islands residents based on vehicle registration.

- **Eligibility Requirement:** Passes are available **only** for vehicles registered to an address in Bay Harbor Islands. Individuals who live in or own property in the islands are **not** eligible for the pass unless the vehicle is registered to an address on the islands.
- **Pricing Structure:**
  - Annual Pass: $200.00
  - Six-Month Pass: $150.00

**OPTION 3: Reciprocal Proximity Resident Plan with Rebate**

Allows certain proximity residents in designated areas to purchase a pass, provided the Town comes to an agreement with the respective areas whereby Bay Harbor Islands residents receive an appropriate benefit or concession.

- **Pricing & Rebate Structure (For everyone, including Bay Harbor Islands residents):**
  - Annual Pass: $350.00
  - Six-Month Pass: $225.00

- **Resident Rebate:** Bay Harbor Islands residents receive a **$150 rebate** on the annual pass (net $200) and a **$75 rebate** on the six-month pass (net $150).

**LEGAL AUTHORITY** Staff reviewed the applicable legal framework and referred the matter to the Town Attorney for an opinion.

**Research Conducted by Staff**

- **Special Act:** Staff reviewed the 1947 special act of the Florida Legislature authorizing the causeway. No prohibition on resident-exclusive toll rates or pass plan eligibility was found.
- **Bond Indentures:** The causeway debt was refinanced in 2003 and again in 2012. Current note documents contain no restriction preventing resident-exclusive rates or pass eligibility restrictions.
- **2016 Council Discussion:** A prior Town Attorney was asked whether the Town could offer a partial refund to residents after the fact, a question about a rebate, not a pre-set discount at the point of sale. That question was not resolved at the meeting and does not speak to the present proposal.

**Opinion of the Town Attorney**

After reviewing the special act, current bond documents, and relevant history, the Town Attorney concluded that the Town has the legal authority to create its own resident toll program, similar to Miami-Dade County's residential toll program for Key Biscayne. The Town may lawfully restrict pass plan eligibility to the proposed categories.

**PUBLIC NOTICE** If approved for further action, staff will provide broad public notice of potential changes through the Town website, newsletter, and designated media channels.

**RECOMMENDED ACTION:**
Discuss the proposed options for the Broad Causeway Pass Plan program. If the Council decides to take action to restrict the broad causeway pass plan eligibility, staff and the Town Attorney will prepare a resolution and bring it back for Council approval at the September meeting.

---

**FINANCIAL ANALYSIS:**
While the precise revenue impact depends on the option selected, establishing eligibility criteria and fee structures prevents widespread migration to pass plans and ensures that overall toll rate objectives are met.

**BUDGET IMPACT:**

---

Submitted By: Gerald Bryan, Finance Director

**ATTACHMENTS**

None

ITEM 25

# TOWN OF BAY HARBOR ISLANDS
# PARKS AND RECREATION DEPARTMENT
# MEMORANDUM

| | |
|---|---|
| **TO:** | **Mayor and Town Council Members** |
| **THRU:** | Lindsley Noel, Town Manager |
| **CC:** | Consultant Town Attorney<br><br>Evelyn Herbello, Town Clerk |
| **FROM:** | Adrian Hernandez<br>Parks and Recreation Director |
| **DATE:** | August 19th, 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

- Attachment A – PADL, LLC Paddle Share Agreement – Town of Bay Harbor Islands
- Attachment B – Reference Photos of PADL Kiosk, Watercraft Docking Station, and Membership Pricing

*PADL kayak and paddleboard docking station, dockside view*

*PADL multi-unit kiosk installation, park-side view*

*PADL membership pricing tiers, as displayed in the mobile app*

**RESOLUTION NO. ____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE TOWN MANAGER TO NEGOTIATE, FINALIZE, AND EXECUTE A PADDLE SHARE AGREEMENT WITH PADL, LLC FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF A SELF-SERVICE KAYAK AND PADDLEBOARD SHARE PROGRAM AT THE BAY HARBOR ISLANDS KAYAK PARK; PROVIDING FOR REVIEW AND APPROVAL BY THE TOWN ATTORNEY AND TOWN STAFF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Town of Bay Harbor Islands ("Town") owns and operates the Bay Harbor Islands Kayak Park for the enjoyment and recreational use of residents and visitors; and

**WHEREAS,** the Town Council desires to expand recreational opportunities, encourage active outdoor lifestyles, and maximize the utility of its public park assets through innovative and accessible programming; and

**WHEREAS,** Town Staff identified PADL, LLC as a qualified and experienced provider of automated paddle share services throughout Florida; and

**WHEREAS,** the proposed program requires no capital expenditure by the Town and will provide the Town with 20% of gross rental revenues; and

**WHEREAS,** the proposed agreement remains subject to final review, revisions, and approval by Town Staff and the Town Attorney; and

**WHEREAS,** the Town Council finds the agreement to be in the best interests of the Town and its residents.

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

**SECTION 1. RECITALS.** The foregoing recitals are true and correct and incorporated herein by reference.

**SECTION 2. AUTHORIZATION.** The Town Manager is authorized to negotiate, finalize, and execute a Paddle Share Agreement with PADL, LLC.

**SECTION 3. CONDITIONS OF APPROVAL.** Execution is conditioned upon review and approval by Town Staff and the Town Attorney, including provisions related to liability, indemnification, insurance, performance standards, audit rights, and termination rights.

**SECTION 4. IMPLEMENTATION.** The Town Manager and Town Staff are authorized to take all actions necessary to implement this Resolution.

**SECTION 5. EFFECTIVE DATE.** Effective 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

**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

DRAFT

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.

DRAFT

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")

DRAFT

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]<br>9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154 |
| For PADL: | Andres Avello<br>PADL<br>478 Bay Lane<br>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

DRAFT

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]<br>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<br><br>Address:<br>478 Bay Lane<br>Key Biscayne, Florida 33149 | By:<br><br>Name: Andres Avello<br><br>Title: CEO, Founding Partner |
| Town of Bay Harbor Islands<br>Address:<br>9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154 | By:<br><br>Name:<br><br>Title: |

DRAFT

DRAFT

**AGENDA ITEM REPORT**
August 19, 2026

**ITEM NUMBER: 26.**

**ITEM:** Appointment to the Parks and Recreation Committee. Town Manager

**DESCRIPTION:**

**RECOMMENDED ACTION:**

---

**FINANCIAL ANALYSIS:**

**BUDGET IMPACT:**

---

Submitted By: Evelyn Herbello, Town Clerk

**ATTACHMENTS**

| | |
|---|---|
| 1. | Application For Board And Committee Appointments |
| 2. | Cover Letter - Levi Popack |
| 3. | Resume - Levi Popack |

# TOWN OF BAY HARBOR ISLANDS

## APPLICATION FOR BOARD AND COMMITTEE APPOINTMENTS

**Please completely fill out & return this application to the Town Clerk's Office for processing**

Town of Bay Harbor Islands
1030 95th Street, Trailer 2
Bay Harbor Islands, FL 33154
(305) 866-6241

*Your service to our Town is earnestly solicited.*

Service on a Board or Committee provides citizens with an opportunity to help shape policy and direction for the Town of Bay Harbor Islands. Residents are cordially invited to apply for appointment by the Town Council to a Town Board/Committee. Application must be completely filled out with a cover letter and/or resume. Please check Board/Committees for which you wish to be considered:

☒ Design Review Board ☒ Parks & Recreation Committee ☒ Historic Advisory Committee ☐ Charter & Ordinance Committee

☒ Sustainability & Resiliency Committee

**Application is for:** ☐ Re-submission ☒ New Application

If you currently serve on a Board, please state which Board: _____

** Per Section 112.317 Florida Statutes, members of some Board/Committees are required to file a Financial Disclosure Report.*

Please type or print information

**PERSONAL:**

**Name:** Levi Popack **E-Mail:** Levipopack@yahoo.com **Residency Years:** Under 1 year

**Residential Address:** 1065 94th Street Apt 204 **Bay Harbor Islands, FL** **Zip Code:** 33154

**Telephone number:** _____ **Cell number:** 3473837391 **Business number:** _____

**EDUCATION:**

**High School:** Multiple high schools, GED earned **Location:** Colorado

**College:** Baruch College **Location:** New York City

**Year Completed:** 2019 **Degree:** BBA **Major:** Finance, Minor in Communication Studies

**Other professional or technical training (Name of School, course name, etc.)** Currently pursuing an MBA, University of Miami, Miami Herbert Bu

**EMPLOYMENT:**

Please provide your current/previous employment (attach a copy of a cover letter and/or resume)

**Current/Previous Employer:** Keller Williams Miami Eagle Realty

**Address:** 700 NE 90th st Miami Fl 33138

**Title:** Realtor **Years of Service:** Under 1 Year

If you are applying for the **Design Review Board**, please check one of the following professions.

**Other profession:** _____ *Please select a profession from the list*

**OTHER QUALIFICATIONS:**

Briefly describe any specific expertise and/or abilities that would pertain to your service on a Town Board/Committee:

I bring over 12 years of experience in operations, finance, and leadership, with a background managing teams, financial planning, process improvement, and strategic decision making. I recently relocated to South Florida and am currently pursuing my MBA at the University of Miami while expanding my experience in the real estate industry as a licensed Realtor. I am passionate about community involvement and look forward to applying my business, analytical, and problem solving skills to help support thoughtful growth and contribute positively to the Town of Bay Harbor Islands.

## ACKNOWLEDGMENT (Check Below:)

☒ I understand that in accordance with the Florida Sunshine Law, this information will be available for public review, and I waive any objections to such publication.

☒ I understand that appointment to any of the positions indicated above is a voluntary service.

☒ If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the Town, County, and State of Florida, particularly those pertaining to the conduct of public office and the financial disclosure requirements, if applicable, to my position.

☒ I understand, if appointed, an updated application must be submitted to seek appointment to another board and committee.

☒ I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.

☒ I understand that I may sit on only one Council appointed board/committee.

**Signature of Applicant** 5/20/2026 **Date**

## OFFICE USE ONLY

If the applicant is reapplying, provide their attendance.

**Present:** _____ **Absent:** _____

**Years served:** _____

**The Council member nominating the applicant:**

☐ Mayor Isac Salver
☐ Vice Mayor Stephanie Bruder
☐ Council Member Teri D'Amico
☐ Council Member Molly Diallo
☐ Council Member Joshua Fuller
☐ Council Member Eric Rappaport
☐ Council Member Robert H. Yaffe

**Elected:**

☐ SEAT 1 ☐ SEAT 2 (1 YEAR) ☐ SEAT 3 ☐ SEAT 4 (1 YEAR) ☐ SEAT 5
☐ SEAT 6 (1 YEAR) ☐ SEAT 7

**Levi Popack**
Miami, FL
347-383-7391 • levipopack123@gmail.com • https://www.linkedin.com/in/levi-popack/

Dear Members of the Town Council,

I recently relocated to South Florida in February 2026 and chose Bay Harbor Islands as a place where I intend to establish long-term roots for my family and become an active member of the community.

Throughout my career, I have developed more than 12 years of experience in operations, finance, leadership, and strategic decision-making. I have led teams, managed large-scale initiatives, implemented operational improvements, and partnered with leadership to solve complex challenges and drive organizational growth. I have also chosen to pursue my MBA at the University of Miami because I view South Florida as the place where I intend to build my future and establish long-term roots.

As I begin this next chapter, one of my priorities is becoming actively involved in the community I now call home. I believe that being part of a community comes with a responsibility to contribute, participate, and support its continued growth and success. I am excited to apply my professional experience, analytical skills, and collaborative approach in a meaningful way to support initiatives that positively impact Bay Harbor Islands and its residents.

Thank you for your time and consideration. I appreciate the opportunity to be considered and would be honored to serve the Town of Bay Harbor Islands.

Sincerely,
Levi Popack

**Levi Popack**
Miami, FL
347-383-7391 • levipopack123@gmail.com • https://www.linkedin.com/in/levi-popack/

## PROFESSIONAL SUMMARY


- Operations, finance, and treasury leader with 12+ years of experience managing multi-location teams and strengthening financial controls
- Extensive experience overseeing HR, payroll, procurement, treasury operations, and reporting across 11 office locations
- Proven track record of improving payroll accuracy by 50 percent through enhanced controls, process improvements, and system oversight
- Experience managing corporate credit facilities, letters of credit, and financial risk exposure across energy markets
- Strategic partner to senior leadership, leveraging financial modeling, operational reporting, and performance metrics to support data-driven decision-making and scalable growth


## Experience

**Keller Williams Realty Eagle Realty |** *Miami, FL*
*Realtor*
*May 2026 - Current*

- Assist buyers, sellers, and renters throughout the real estate process from initial consultation through closing
- Coordinate transaction timelines to ensure contracts, documentation, and deadlines are completed efficiently
- Conduct comparative market analyses (CMAs) and market research to support property pricing and valuation decisions
- Monitor local market trends, inventory activity, and property values to provide informed guidance and recommendations

**Mpower Energy, LLC |** *Brooklyn, NY*
Mpower Energy, LLC (Mpower), an Energy Service Company (ESCO) and renewable energy supplier serving residential and commercial customers across the Eastern United States

*Director of Operations*
*January 2024 – March 2026*

- Lead multi-state operational oversight across 11 office locations, supporting HR, payroll, procurement, reporting, and technical systems administration
- Direct full employee lifecycle operations across multiple departments, overseeing onboarding, offboarding, compliance, and documentation processes
- Develop executive performance reports tracking sales, production, and operational KPIs to support strategic planning
- Lead vendor negotiations and oversee logistics for large-scale corporate events
- Oversee procurement operations and device lifecycle management, administering MDM platforms including Maas360 and Samsung Knox
- Reduced payroll processing errors by over 50 percent through implementation of structured review controls and workflow improvements across ADP Workforce Now, Justworks, and Decision HR platforms

*Treasury & HR Manager*
*April 2019 – January 2024*

- Managed corporate treasury operations, including oversight of credit facilities and letters of credit, ensuring proper collateral management across energy vendors
- Built and maintained energy pricing and risk models for NYISO and PJM markets to support strategic pricing and margin protection
- Partnered with executive leadership to evaluate financial exposure, pricing strategies, and operational cost controls
- Led Accounts Payable and Accounts Receivable teams, improving invoice accuracy, vendor compliance, and collection cycles to maintain strong cash flow performance

*Trading and Risk Management Desk*
*February 2014 – April 2019*

- Developed financial models supporting natural gas trading strategy, storage analysis, and cash flow forecasting
- Coordinated daily pipeline nominations and transportation scheduling across multiple states, including NY, NJ, PA, MD, and OH
- Ensured regulatory and contractual compliance for gas supply agreements and nomination deadlines
- Built and maintained pricing models for natural gas in NY, NJ, PA, MD, and OH
- Trained junior analysts in pricing methodology, hedging models, and energy market fundamentals
- Investigated and resolved nomination discrepancies and rescheduled supply and transportation volumes

## Education & Licenses

University of Miami Herbert Business School, Miami, FL — Expected May 2028
Master of Business Administration (MBA)

Baruch College/CUNY, Zicklin School of Business, *New York, NY* — *December 2019*
BBA Finance; Minor: Communication Studies; *Cum Laude*

Florida Real Estate Sales Associate License, Florida, 2026

**AGENDA ITEM REPORT**
August 19, 2026

**ITEM NUMBER: 27.**

**ITEM:**

Consideration and Approval of a Resolution for a five-year Lease Agreement Extension with an option for an additional five-years between Sunshine Gasoline Distributors, Inc. and the Town of Bay Harbor Islands for operation of a motor fuel service station and convenience store at 1501 Broad Causeway, Bay Harbor Islands, Florida. Sponsored by Council Member Joshua Fuller.

**DESCRIPTION:**

This request is a five (5) year lease through and including August 31, 2031 with an option, exercisable by Lessee at its sole discretion upon not less than ninety (90) days' prior written notice to Lessor before the expiration of the extended term, to renew for an additional five (5) years through August 31, 2036, on the same terms and conditions as set forth herein.

The Town Manager & Town Attorney have negotiated a substantial increase in the monthly lease payment. The monthly lease payment will increase by approximately 50%, initially starting at $15,000.00 per month. Thereafter, there will be an annual 3% increase in the monthly lease payment for the initial five years of the proposed lease term. Should the operator decide to execute on his additional five-year option, the monthly lease payment will increase by 15% over the previous year's payment.

Below please find a table that clearly identifies the new proposed monthly lease payments, annualized calculations, and the total for the full ten-year term assuming the five-year option is executed (total of **$2,192,568.63**).

| Lease Year | Monthly Rent | Annual Rent |
|---|---|---|
| 1 | $15,000.00 | $180,000.00 |
| 2 | $15,450.00 | $185,400.00 |
| 3 | $15,913.50 | $190,962.00 |
| 4 | $16,390.91 | $196,690.86 |
| 5 | $16,882.63 | $202,591.59 |
| 6 | $19,415.03 | $232,980.32 |
| 7 | $19,997.48 | $239,969.73 |
| 8 | $20,597.40 | $247,168.83 |
| 9 | $21,215.32 | $254,583.89 |
| 10 | $21,851.78 | $262,221.41 |

**NOTE:** The amounts provided above are exclusive of applicable sales tax, which amount shall remain fixed for the duration of the renewal term.

Acknowledging that the Broad Causeway Bridge Improvements are a priority for the Town, Town Staff is currently negotiating additional terms that would protect the

Town's interests ensuring that the operation of the Station does not in any way jeopardize the required improvements to the bridge. The lessee has expressed an understanding and willingness to provide the Town with the safeguards needed to ensure that the operation of the Station does not impede on the contemplated bridge improvements. We have made significant progress to that end and expect a satisfactory resolution.

**RECOMMENDED ACTION:**

Town Staff recommends that the Council approve the attached Resolution which accepts the new monthly lease payment structure and further authorizes the Town Manager & Town Attorney to continue negotiations for bridge infrastructure improvement safeguards. Once complete, Staff will present the fully negotiated Lease Extension to the Council for its review and approval by a separate Resolution.

**FINANCIAL ANALYSIS:**

GL Line Item Number: 401.9990.362000.000

Total Amount Budgeted: Revenue $103,332
Encumbered Amount: N/A
Balance Remaining: N/A

---

Submitted By: Lindsley Noel, Town Manager

**ATTACHMENTS**

| | |
|---|---|
| 1. | Resolution approving Five Year Lease Agreement -Sunshine Gasoline Distributors |
| 2. | Five-Year Lease Agreement Extension (w/ additional Five-Year option) |

**RESOLUTION NO. ___**

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE PROPOSED PAYMENT STRUCTURE AND AUTHORIZING THE TOWN MANAGER AND TOWN ATTOREY TO FINALIZE NEGOTIATIONS FOR AN EXTENTION OF THE LEASE AGREEMENT BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND SUNSHINE GASOLINE DISTRIBUTORS, INC., A FLORIDA CORPORATION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Town of Bay Harbor Islands ("Town") and Sunshine Gasoline Distributors, Inc., a Florida corporation ("Lessee") entered into a Lease Extension Agreement on or about November 12, 2025; and

**WHEREAS,** the Town and Lessee desire to extend the term of the Lease through August 31, 2031 with an option for an additional five (5) years; and

**WHEREAS**, pursuant to the request of the Town Council, the Lessee has agreed to a monthly rent of $15,000, with annual increases of three percent (3%); and

**WHEREAS**, should the Lessee elect to exercise the option for an additional five (5) years, the monthly rent would increase by fifteen percent (15%) more than the previous year's monthly rent, and annual increases by three percent (3%) for subsequent years; and.

**WHEREAS**, the Town Council intends to ensure that ultimate approval of the Lease Extension does not in any way impede the planned improvements to the Broad Causeway Bridge, and

**WHEREAS**, the Town Council authorizes the Town Manager and Town Attorney to finalize negotiations with the Lessee, including provisions that would

protect the planned improvements to the Broad Causeway Bridge, and

**WHEREAS**, upon finalizing negotiations, the Town Manager and Town Attorney will present the fully negotiated Lease Extension to the Town Council for final approval.

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

**Section1.** The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

**Section 2.** The Town Council hereby authorizes the Town Manager and Town Attorney to continue negotiations with the Lessee incorporating the proposed monthly fee structure set forth herein (and as more specifically addressed in the attached Staff Memorandum) and drafting terms to address all concerns related to the planned improvements to the Broad Causeway Bridge. Any final Lease Extension must be approved by the Town Council through a subsequent and separate Resolution.

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

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

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

PASSED and ADOPTED this ___ day of September, 2026.

Motion By: _____

Seconded By: _____

**FINAL ADOPTED VOTE:**

| | |
|---|---|
| Mayor Isaac Salver | _____ |
| Vice Mayor Stephanie Bruder | _____ |
| Council Member Joshua D. Fuller | _____ |
| Council Member Molly Diallo | _____ |
| Council Member Eric Rappaport | _____ |
| Council Member Elchonon Shagalov | _____ |
| Council Member Robert H. Yaffe | _____ |

_____

Isaac Salver
Mayor

ATTEST:

_____

Evelyn Herbello, MMC
Town Clerk

APPROVED AS TO FORM:

_____

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

**AGENDA ITEM REPORT**
August 19, 2026

**ITEM NUMBER: 28.**

**ITEM:** Discussion and possible action regarding the design of the Kayak Park. Sponsored by Council Member Joshua Fuller.

**DESCRIPTION:**

**RECOMMENDED ACTION:**

---

**FINANCIAL ANALYSIS:**

**BUDGET IMPACT:**

---

Submitted By: Sam Zamacona, CIP Director

**ATTACHMENTS**

| | |
|---|---|
| 1. | Resolution No. 2553-Kayak Park Improvement Agreement |
| 2. | 4_L2 Town re Kayak Park Work 1-8-25 |
| 3. | B25000367 Design revision changes April 24 2026 (1) |
| 4. | 2026-04-23_GatewayPark_CivilSet |
| 5. | 2026-04-24 Landscape Set |

**RESOLUTION NO. 2553**

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

**WHEREAS**, the Town of Bay Harbor Islands (the "Town") is currently developing a park on the site located at 9600 West Bay Harbor Drive (the "Kayak Park"); and

**WHEREAS,** 1177 Bay Harbor, LLC is the owner and developer of the 1177 Kane Concourse mixed-use development located generally at 1177 Kane Concourse;

**WHEREAS**, the Town and the predecessor in interest to 1177 Bay Harbor, LCC entered into a "Development Agreement" with an effective date of April 6, 2020 and recorded at Official Record Book 31883, Page 4082 of the Public Records of Miami-Dade County, Florida. Section 11 of the Development Agreement required the Owner to deed the Kayak Park to the Town for a public park;

**WHEREAS,** the Kayak Park has been deeded to the Town;

**WHEREAS**, Section 12.2 of the Development Agreement further required the the developer to provide the Town with a payment of $500,000 for park improvements; the payment has been made;

**WHEREAS,** the Town Council approved an "Improvement Agreement" at its April 9, 2025 meeting designed to accelerate the development of the Kayak Park and certain

sewer improvements as well as encourage the completion of the 1177 Kane Concourse development;

**WHEREAS**, the approved agreement required 1177 Bay Harbor, LLC to undertake certain of the improvements in the Kayak Park along with sewer improvements in exchange for the potential to request extended construction hours for the interior work associated with the 1177 Kane Concourse development;

**WHEREAS**, in the period since April 2025, the Town has completed the initial design of the Kayak Park;

**WHEREAS**, the Town desires to amend the terms of the Improvement Agreement to require 1177 Bay Harbor, LLC to undertake an expanded scope of work in the Kayak Park;

**WHEREAS**, in exchange for 1177 Bay Harbor, LLC undertaking an expanded scope of work in the Kayak Park, the Town Council has agreed to allow 1177 Bay Harbor, LLC to request extended construction hours for all work associated with the construction of the 1177 Kane Concourse development in order to encourage the timely completion of both the Kayak Park improvements and the 1177 Kane Concourse development;

**WHEREAS**, the Town Council hereby finds the terms reflected in the letter attached hereto as Exhibit A, and as modified by this Resolution, to be in the best interest of the Town and its citizens.

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

**Section1.** The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

**Section 2.** The terms of the letter related to the development of the Kayak Park and the construction hours for the 1177 Kane Concourse development, attached hereto as Exhibit A, and subject to the review and approval of the Town Attorney, is hereby authorized and approved, excerpt as modified herein:

The Second Paragraph on Page 3 of the attached letter is modified to read as follows:

Given the nature of the expanded work, we currently estimate the timeline for completion at 200 days following commencement. The Owner has agreed to commence construction within thirty (30) days of the issuance of the necessary permits and continue in good faith, subject to delays associated with "Force Majeure Events." In no event shall "Force Majeure Event" include economic hardship or financial inability to perform. The Owner has further agreed to seek the master permit for the expanded work by January 28, 2026.

The Fifth Paragraph on Page 3 of the attached letter is modified to read as follows:

New Extended Hours of Construction. In exchange for this additional work, the Owner would be granted the opportunity to request extended construction hours for the 1177 Kane Concourse Project as follows: 7:30 AM to 9:00 PM, Monday through Friday (all exterior work to terminate by 6:30 PM), and interior work only 8:00 AM to 9:00 PM on Saturdays, excluding Town-recognized holidays. The ability to seek extended construction hours will terminate on June 30, 2026.

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

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

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

PASSED and ADOPTED this 14th day of January, 2026.

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

**FINAL VOTE:**

| | |
|---|---|
| Mayor Isaac Salver | Yes |
| Vice Mayor Stephanie Bruder | No |
| Council Member Joshua D. Fuller | Yes |
| Council Member Molly Diallo | Yes |
| Council Member Teri D'Amico | Yes |
| Council Member Eric Rappaport | Yes |
| Council Member Robert H. Yaffe | Yes |

ISAAC SALVER
MAYOR

ATTEST:

EVELYN HERBELLO, MMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

GREENSPOON MARDER LLP. TOWN ATTORNEYS
BY: AHMAND R. JOHNSON

BERCOW
RADELL
FERNANDEZ
LARKIN +
TAPANES
ZONING, LAND USE AND
ENVIRONMENTAL LAW

200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131

**www.brzoninglaw.com**

305.377.6229 office
305.377.6222 fax
gpenn@brzoninglaw.com

VIA ELECTRONIC MAIL

January 8, 2026

Lindsley Noel, Town Manager
Town of Bar Harbor Islands
1030 95th Street, Trailer 2
Bay Harbor Islands, FL 33154

Re: Modification of "Improvement Agreement" for 1177 Kane Concourse.

Dear Mr. Noel:

Our client, 1177 Bay Harbor Islands, LLC (the "Owner") is the owner and developer of the "1177 Kane Concourse" mixed-use development under construction on the northeast corner of Kane Concourse and W. Bay Harbor Drive. As you know, the Town Council approved an "Improvement Agreement" at its April 9, 2025 meeting designed to accelerate two important Town projects[1] as well as the completion of the 1177 Kane Concourse development. Please consider this letter our request for the modification of the Improvement Agreement as related to park improvements. As previously discussed and outlined on the exhibits, the Owner has agreed to significantly increase the scope of the park improvements.

Kayak Park. The Town and the Owner's predecessor in interest entered into a "Development Agreement" with an effective date of April 6, 2020 and recorded at Official Record Book 31883, Page 4082 of the Public Records of Miami-Dade County, Florida. Section 11 of the Development Agreement required the Owner to deed Lot 32, Block 3 of the Bay Harbor Island Subdivision, recorded at Plat Book 46, Page 5 of the Public Records of Miami-Dade County, Florida, (the "Kayak Park Parcel") to the Town for a public park. The Kayak Park Parcel has been

[1] One of the two Town projects covered by the Improvement Agreement was an extension of a sewer upgrade. The second project involves the park improvements discussed in this letter.

deeded to the Town. Section 12.2 of the Development Agreement further required the Owner to provide the Town with a payment of $500,000 for park improvements. The payment has been made.

Original Kayak Park Improvements. Under the terms of the Improvement Agreement, the Owner agreed, subject to the Town obtaining all necessary permit approvals, to undertake the following work in the Kayak Park:

a) Install a concrete slab of sufficient size and depth to accommodate a shade structure of no greater than ten (10) feet by ten (10) feet.
b) Construct a five (5) foot wide concrete path of running from West Bay Harbor Drive to both the shade structure concrete slab and the seawall.
c) Remove the existing curb and replace the same with a valley gutter.
d) Develop an asphalt vehicular drop off area sufficient to accommodate a single vehicle (approximately ten (10) feet wide and no less than thirty-five (35) feet in length) providing access from West Bay Harbor Drive.

Under the terms of the Improvement Agreement, any delays associated with the park improvements will have no impact on the Town's issuance of certificates of occupancy for the 1177 Kane Concourse Project. In other words, the Owner's work on the Town's behalf was not tied to the completion of the 1177 Kane Concourse development.

Original Extended Hours of Construction. In exchange for undertaking the additional work on behalf the Town, the Owner was granted the opportunity to request extended construction hours for "interior work" on the 1177 Kane Concourse Project as follows: 6:00 AM to 9:00 PM, Monday through Friday, and 8:00 AM to 9:00 PM on Saturdays, excluding Town-recognized holidays. "Interior work" was limited to construction activities undertaken within any fully enclosed portions of the 1177 Kane Concourse project.

Expanded Kayak Park Work. We understand that the Town is interested in the Owner undertaking expanded work in the Kayak Park in exchange for the Owner's ability to request additional construction hours for the final work on the 1177 Kane Concourse development. Our team has reviewed the Town's plans (attached as Exhibit D to this letter) and scope of work and has agreed to modify the scope of the Improvement Agreement as reflected on Exhibit A to this letter. All work undertaken by the Owner will be subject to the qualifications and assumptions listed in Exhibit A.

That expanded scope under the terms of this letter would include significant additional work in the Kayak Park, including the construction of a new vehicular entry and gate, development of a new parking lot, installation of new water line, construction of expanded concrete pads and shade structure, and installation of new landscaping. The cost of this work is estimated to exceed the original scope by approximately **$471,000**.

Given the nature of the expanded work, we currently estimate the timeline for completion at 200 days following commencement. The Owner has agreed to commence construction within thirty (30) days of the issuance of the necessary permits and continue in good faith, subject to delays associated with "Force Majeure Events." In no event shall "Force Majeure Event" include economic hardship or financial inability to perform.

Exhibit B, attached, reflects work on the Kayak Park that will be undertaken by others. Exhibit C, also attached, reflects the elements of the project that will be provided by the Town, including, but not limited to, providing all necessary permit drawings, making the Town's architect available for the Owner's representatives, conducting some survey work, soil testing, obtaining all permits, and paying all permit fees.

As with the existing Improvement Agreement, any delays associated with the Park Improvements will have no impact on the Town's issuance of certificates of occupancy for the 1177 Kane Concourse Project which will likely issue well in advance of the completion of the park.

New Extended Hours of Construction. In exchange for this additional work, the Owner would be granted the opportunity to request extended construction hours for all work, both interior and exterior, on the 1177 Kane Concourse Project as follows: 6:00 AM (no truck deliveries or use of heavy equipment along West Bay Harbor Drive or 97 Street until 7:00 AM) to 9:00 PM, Monday through Friday, and 8:00 AM to 9:00 PM on Saturdays, excluding Town-recognized holidays.

We are approaching the completion of the project, so the extent of the remaining work exterior to the building will likely be minor in nature. As of the date of this letter, the exterior work is approaching completion. We are targeting the issuance of a temporary certificate of occupancy for the residential component by the end of January 2026.

Phased Certificates of Occupancy. The Town would further facilitate the issuance of phased certificates of occupancy allowing the final installation of building signage as part of the

final certificate of occupancy for the overall development. The residential and parking components are anticipated to be the first completed phase of development, with the commercial elements to follow.

Conclusion. We respectfully request the approval of the modifications reflected above and on the attached Exhibits. If you need any additional information, please let me know, I can be reached via phone at (305) 377-6229 or gpenn@brzoninglaw.com.

Sincerely,

Graham Penn

# Exhibit A -- Scope of Work By 1177 Bay Harbor Islands, LLC ("1177 BHI")

**Qualifications and Assumptions by 1177 BHI**

The scope provided by 1177 BHI is within the property line except for the new landscape along the south side and north side. All of scope from the seawall west, inclusive of the dock, is by others. All work outside of the property line along the east is by others, inclusive of sidewalk, curbs, signs, pavers, communication structure, and utilities items and relocations is not part of 1177 BHI scope and is by others. Except for items identified in the scope below, all work outside of the property line is by the others.

If the new trees at the south and east side are found to conflict with any underground or overhead utilities, the TBHI will take on the scope for said landscape area. The town may choose to relocate the trees to within the property line to a location that is not in conflict. 1177 BHI would keep said landscape within their scope at that point.

**Expanded Scope of Work by 1177 BHI**

1. New proposed drop curb, "F" curbs, and aprons only at entry curb at West Bay Harbor Drive (the east sidewalk will be by others and the Town of Bay Harbor Islands (the "TBHI") will perform and abut the remainder of the curbs and sidewalk located to the south of the entry apron).

2. Install the new water line from the east back flow preventer to the new kayak rack washdown station.

3. Provide a reduced pressure zone and hose bib at the washdown station.
    a. TBHI to provide specs or details for the hose bib, including whether there is a bracket and whether the hose bib is tamper proof.
    b. 1177 BHI will provide a 1" line as per the civil drawings and not as per the conflicted drawing calling out a 2" line.

4. New proposed 6' high double swing aluminum gate at new entry curb. The TBHI will choose from the standard colors and finishes offered by the vendor. Custom colors and finishes are not included. New double swing gates are shown to swing in. Based on new elevations, they may not clear the sloped driveway. May want to consider jogging the gates in clear ramp. See section C, C5.01.

5. New proposed two vehicle parking lot, including one ADA space, with asphalt driveway. Includes striping as per C7.01, two adhered concrete parking wheel stops, ADA signage, *No Parking sign*.

6. New proposed 6' high aluminum perimeter fence at the east and south sides only. The TBHI will choose from the standard colors and finishes offered by the vendor. Custom colors and finishes are not included. The TBHI is responsible for relocating any existing utilities found to be in conflict with the fence the location of the posts if they utilities cannot be avoided. This will require the fence location to be adjusted or for a section of the fence to be left out and installed when the TBHI relocates such utilities.

7. New proposed 5' wide concrete sidewalk connecting to the asphalt driveway, running west to the sea wall, and section running south to the shade structure slab.

8. New proposed 28'x3' concrete pad for kayak racks.

9. Provide one kayak rack as specified in the drawings or like.

10. New proposed 10'x6' concrete pad for wash down area.

11. New proposed shade structure as per *Canopy Awnings FL* proposal date 11/6/25 provided by the TBHI. This subcontractor is to provide a turn-key scope to provide the shade structure including foundation, columns, permits, and engineering captured in the pricing provided by the TBHI.

12. Provide earthwork to the new profile elevations along with berms at the north and south perimeters within the private property. The drawings do not identify the underground conditions. A geotechnical report of the property has not been provided by the TBHI. Removable of any subsurface structure, concrete, unsuitable soils, or unforeseen items is the responsibility of the TBHI.

13. Provide new landscape along the north, east, and south side of the park.
    a. The TBHI understands and releases 1177 BHI and its contractor of any liability for the installation of the trees within the permissible sphere of clearance requested by FPL as noted by the landscape designer.
    b. The scope excludes relocation of any trees off-site locations.
    c. The scope excludes all landscaping maintenance past the final completion of the scope and review by the TBHI.

14. Trim existing palms and trees along the north and south side as per plans. None of the landscaping will be maintained by 1177 BHI or its contractor post completion of the park.

15. Provide irrigation system as per the drawing L301.
    a. The location of the new proposed T, off the new water line, will be determined by a route that is not in conflict with existing subsurface utilities, structures, or other items. The TBHI is responsible for the water and for ensuring that it is adequate and complies with all items noted in L301.
    b. Tie-in of the existing irrigation along Kane Concourse (south side) is by others.

16. Provide electrical service and equipment as per E-1 from the new meter can box into the property.
    a. The TBHI is responsible for the service connection from POC into the meter box and for providing the meter.
    b. The TBHI will finalize and close out the electrical sub permit, by the contractor, without a power connection, meter, or service in place by others.

17. 1177 BHI will perform all survey work necessary for the above scope of work.

18. This scope excludes cost for the removal of any existing utilities, telecom, gas, or drainage systems and structures found within the property.

19. The scope excludes hazardous material removal from the existing site.

20. The scope excludes all soil testing.

21. The scope excludes any site furnishings.

22. Excludes all equipment and items not listed under this scope summary.

# Exhibit B -- Scope of Work By Others

1. All work related to utilities.

2. All work outside of the property line is by the others with the exception of landscape along the south, north, and as per the drawings and the Q&A's.

3. New proposed 5' concrete sidewalk along West Bay Harbor Drive, extending from the north property line, existing vegetation, continuing south to, and including, the proposed ADA warning pad. Existing concrete pad, to the west of the proposed sidewalk, to remain, is by others.

4. All relocation of existing top/pad, west of the new sidewalk, is by the others. All other items in the path of the new sidewalk, inclusive of the fire hydrant, light pole, communications box, and hand hold box are the responsibility of others. The pole with solar panel will be removed/relocated by the others.

5. Provide pavers at the south end of the new sidewalk abutting to existing sidewalk and the new ADA warning pad. New pavers will be matched based on market availability and will not be worn as the existing pavers. Size, shape, and color may vary based on availability.

6. Relocated aluminum pedestrian crossing symbol sign (non-illuminated) and arrow down sign.

7. Replace the water meter box at south side of the new sidewalk, abutting the crosswalk.

    a. The Town of Bay Harbor Islands ("TBHI") is confirm that that this water meter only serves the park.
    b. Plans only show a new water meter box and do not call for a new 1" meter. Will provide a reducer to 1" and replace the meter box.
    c. The water meter is to be provided by the TBHI.
    d. The water service accounts are by the TBHI.
    e. Water line at Existing Backflow Preventer, could potentially be feeding the existing irrigation system along Kane Concourse. There is an irrigation clock and similar line exiting the site at the southwest corner next to the bridge. Connection or reconnection to any other line is excluded and is not part of the scope by 1177 BHI.

f. Conveyance package for water service to be handled by the Town of Bay Harbor Islands (TBHI).
g. All applications, permitting, and fees, associated with the water service are by the TBHI.
h. Remove existing back flow preventer located in the grass area west of the proposed new sidewalk is by others. The TBHI is to verify if abandoned and is responsible for any additional work associated with lines found within the property and associated with this back flow preventor.

8. Tie-in of the existing irrigation along Kane Concourse (south side) to the new irrigation line is by others.

9. Any dock improvements are by others.

10. All work under the DERM permit is by others.

# Exhibit C -- Items provided by the Town of Bay Harbor Islands (“TBHI”)

1. Provide the drawings as needed.
2. The TBHI will provide an architect CA for the project.
3. The CA will respond to all Requests for Information within 48 hours.
4. The TBHI will provide the GC with access to the design consultants.
5. All permits are to be provided by the TBHI.
6. All permit fees are by the TBHI.
7. Any master permit revision is the responsibility of the TBHI.
8. All required MOT fees and permits will be paid by the TBHI.
9. All monument and utilities surveying will be provided by the TBHI.
10. All specialty inspectors by the TBHI.
11. All soils testing is by the TBHI.
12. All strength testing is by the TBHI.
13. All density testing is by the TBHI.
14. Establishment of water service and account.

Exhibit D

# 9600 W. BAY HARBOR DR. KAYAK PARK

## BAY HARBOR ISLANDS, FL 33154

PHASE 1 is work by 1177 Bay Harbor Islands, LLC. The scope consists of all work within the property, landscape* along the east, and entrance apron. The remaining scope is work by others. Reference the SCOPE OF WORK document for outline of the work that is included and the QUALIFICATIONS and ASSUMPTIONS document.

PHASE 2 is work by the Town of Bay Harbor Islands or others. The scope consists of the of the dock, work to the west of the existing sea wall, and all work outside of the property line inclusive of the east sidewalk, all utilities (except for the plumbing, irrigation, and electrical within the property line).

## PERMIT SET

**DATE OF ISSUE: OCTOBER 2025**


TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FLORIDA 33154
Phone: (305) 866-6241


**TOWN COUNCIL**

| | |
|---|---|
| Isaac Salver | Mayor |
| Stephanie Bruder | Vice Mayor |
| Joshua D. Fuller | Council Member |
| Molly Diallo | Council Member |
| Teri D'Amico | Council Member |
| Eric Rappaport | Council Member |
| Robert H. Yaffe | Council Member |

**ADMINISTRATION/STAFF**

| | |
|---|---|
| Lindsley Noel | Town Manager |
| Randy L. Daniel, P.E., PMP, CFM | Town Engineer |

PROJECT LOCATION

SECTION 27, TOWNSHIP 52 S, RANGE 42 E

**LOCATION MAP**

N.T.S.

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
*Check positive response codes before you dig!*

TICKET NUMBER: 11 9206233

### INDEX OF DRAWINGS

| SHT # | DWG # | SHEET TITLE |
|---|---|---|
| 1 | C0.00 | COVER |
| 2 | C1.01 | GENERAL NOTES |
| 3 | C2.01 | EXISTING CONDITIONS |
| 4 | C3.01 | SITE PLAN |
| 5 | C4.01 | PAVING GRADING AND DRAINAGE PLAN |
| 6 | C5.01 | TYPICAL CROSS SECTIONS |
| 7 | C6.01 | CONSTRUCTION DETAILS |
| 8 | C6.02 | CONSTRUCTION DETAILS |
| 9 | C7.01 | SIGNAGE AND PAVEMENT MARKINGS PLAN AND DETAILS |
| 10 | C8.01 | STORMWATER POLLUTION PREVENTION PLAN |
| 11 | C8.02 | STORMWATER POLLUTION PREVENTION DETAILS |
| 12 | L1.01 | LANDSCAPE PLAN |
| 13 | L1.02 | LANDSCAPE DETAILS |
| 14 | L1.03 | TREE DISPOSITION PLAN |
| 15 | L3.01 | IRRIGATION PLAN |
| 16 | L3.02 | IRRIGATION DETAILS |
| 17 | L3.03 | IRRIGATION SPECIFICATIONS |
| 18 | C9.00 | KAYAK LAUNCH COVER SHEET |
| 19 | C9.01 | GENERAL NOTES |
| 20 | C9.02 | EXISTING CONDITIONS |
| 21 | C9.03 | PROPOSED KAYAK LAUNCH PLAN |
| 22 | C9.04 | PROPOSED SECTIONS |
| 23 | C9.05 | TIMBER FRAMING DETAILS |
| 24 | C9.06 | MISCELLANEOUS DETAILS |
| 25 | C9.07 | PROPOSED KAYAK LAUNCH DETAILS (BY OTHERS) |
| 26 | E1.01 | ELECTRICAL SITE PLAN |

Exhibit A

11/26/2025
1177 Bay Harbor Islands, LLC


cma
chen moore and associates
786.497.1500


REGISTRATION
GREGORY A. MENDEZ, PE
No. 64716
STATE OF FLORIDA
PROFESSIONAL ENGINEER
SIGNATURE DATE: 10/13/2025

PROJECT NUMBER

CLIENT PROJECT NUMBER

DRAWING NUMBER
C0.01

## GENERAL NOTES

1. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES TO PROTECT EXISTING UTILITIES WHETHER SHOWN OR NOT.
2. THE CONTRACTOR SHALL NOTIFY THE OWNER IN ADVANCE OF MAKING ANY CONNECTION TO AN ACTIVE PIPELINE OR UTILITY SYSTEM.
3. ALL EXISTING UTILITIES SHALL BE MAINTAINED IN SERVICE DURING CONSTRUCTION UNLESS APPROVED OTHERWISE IN WRITING BY THE UTILITY OWNERS.
4. ALL DEVIATIONS FROM PLANS ARE TO BE APPROVED IN WRITING PRIOR TO CONSTRUCTION AND FOR ALL INSPECTIONS AND TESTING.
5. THE OWNER/ENGINEER OF RECORD MUST BE GIVEN A MINIMUM 48 HOURS NOTICE FOR ALL INSPECTIONS UNLESS OTHERWISE AGREED UPON.
6. EXISTING SECTION CORNERS AND OTHER LAND MARKERS OR MONUMENTS LOCATED WITHIN PROPOSED CONSTRUCTION ARE TO BE MAINTAINED BY THE CONTRACTOR AND/OR RESET AFTER CONSTRUCTION UNDER CERTIFICATION BY A FLORIDA REGISTERED SURVEYOR.
7. THE EXISTING ELEVATIONS SHOWN HEREIN ARE FOR THE PURPOSE OF INDICATING THE GROUND ELEVATION ONLY AT THE POSITION SHOWN AND IN NO WAY SHOULD INDICATE ELEVATION AT ANY OTHER POINT OTHER THAN THAT SHOWN.
8. THE CONTRACTOR SHALL PROVIDE MAINTENANCE OF TRAFFIC (M.O.T.) FOR ANY WORK PERFORMED ON PUBLIC RIGHT-OF-WAY. CONTRACTOR SHALL COORDINATE WITH APPLICABLE AGENCIES (MIAMI-DADE COUNTY, TOWN OF BAY HARBOR ISLANDS, ETC.) PRIOR TO ANY WORK REQUIRING M.O.T. CONTRACTOR IS REQUIRED TO PREPARE ANY REQUIRED M.O.T. PLANS AND RECEIVE REGULATORY APPROVAL/PERMITS AS REQUIRED.
9. THE WORDS 'NEW', 'PROPOSED', 'INSTALL', 'PROVIDE', OR WORDS WITH SIMILAR MEANING, ON ANY PART OF THESE CONSTRUCTION DOCUMENTS, SHALL BE INTERPRETED, UNLESS OTHERWISE SPECIFICALLY STATED, TO MEAN 'FURNISHING AND INSTALL COMPLETE IN PLACE AND READY FOR SERVICE'.
10. EXISTING GRADES WERE TAKEN FROM THE BEST AVAILABLE DATA AND MAY NOT ACCURATELY REFLECT PRESENT CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH CURRENT SITE CONDITIONS, AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER OF RECORD PRIOR TO STARTING WORK.
11. IT IS THE INTENT OF THESE PLANS TO BE IN ACCORDANCE WITH APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. ANY DISCREPANCIES BETWEEN THESE PLANS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD.
12. THE CONTRACTOR SHALL PREPARE AND SUBMIT SHOP DRAWINGS FOR ALL ITEMS FOR REVIEW BY THE ENGINEER OF RECORD AND APPLICABLE REGULATORY AGENCIES/PARTIES. CONTRACTOR SHALL FURNISH A SHOP DRAWING LOG AND ANTICIPATED SUBMITTAL SCHEDULE PRIOR TO COMMENCEMENT OF CONSTRUCTION. SHOP DRAWINGS SHALL BE PROVIDED AS COMPLETE PACKAGES ( WATER, SEWER, PAVING, ETC.) AND SHALL HAVE BEEN REVIEWED AND STAMPED BY CONTRACTOR PRIOR TO SUBMITTAL TO THE ENGINEER OF RECORD. ENGINEER OF RECORD WILL CONDUCT UP TO TWO (2) SHOP DRAWING REVIEWS, ADDITIONAL REVIEWS MAY BE CONDUCTED AT THE CONTRACTOR'S EXPENSE.
13. ALL EXCAVATED MATERIAL REMOVED FROM THIS PROJECT SHALL BE DISPOSED OF PROPERLY BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
14. ALL GRASS AREAS AFFECTED BY CONSTRUCTION SHALL BE RE-SODDED AND MATCH EXISTING ADJACENT SOD UNLESS OTHERWISE SPECIFIED.
15. TEMPORARY PATCH MATERIAL MUST BE ON THE JOB SITE WHENEVER PAVEMENT IS CUT, OR THE INSPECTOR MAY SHUT THE JOB DOWN.
16. CONTRACTOR SHALL NOTIFY LAW ENFORCEMENT AND FIRE PROTECTION SERVICES TWENTY-FOUR (24) HOURS IN ADVANCE OF DETOUR, AS APPLICABLE, IN ACCORDANCE WITH SECTION 336.048 OF FLORIDA STATUTES. CONTRACTOR SHALL ENSURE FIRE PROTECTION SERVICES ACCESS TO CONSTRUCTION FACILITIES AND ADJACENT BUILDINGS AS NECESSARY AT ALL TIMES.
17. COMPLETE AS-BUILT INFORMATION RELATIVE TO LOCATION AND DEPTH OF PIPES, CLEANOUTS, ETC. SHALL BE ACCURATELY RECORDED BY THE CONTRACTOR AND PROVIDED TO THE ENGINEER, OWNER, AND UTILITY PRIOR TO FINAL ACCEPTANCE OF THE WORK. AS-BUILT SURVEYS SHALL BE SIGNED AND SEALED BY A STATE OF FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. AS-BUILTS SHALL ADDITIONALLY BE PROVIDED IN CAD FORMAT UPON COMPLETION OF THE PROPOSED PROJECT.
18. EXISTING CONDITIONS PRESENTED ARE BASED ON A TOPOGRAPHIC SURVEY PERFORMED BY LONGITUDE SURVEYORS, PROJECT NO. 22129.1.02, DATED 05/25/2022. ADDITIONAL INFORMATION WAS OBTAINED FROM AS-BUILTS AND RECORD DRAWINGS PROVIDED BY UTILITY COMPANIES.

## APPLICABLE CODES

1. GENERAL
   ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS, TOWN OF BAY HARBOR ISLANDS PUBLIC WORKS,FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD), AND ALL OTHER LOCAL AND NATIONAL CODES WHERE APPLICABLE.
2. CONSTRUCTION SAFETY
   ALL CONSTRUCTION SHALL BE PERFORMED IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) SHALL BE STRICTLY OBSERVED.
3. TRENCH SAFETY ACT
   A. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH THE STATE OF FLORIDA TRENCH SAFETY ACT.
   B. WHERE EXCAVATIONS TO A DEPTH IN EXCESS OF FIVE FEET (5') ARE REQUIRED, THE CONTRACTOR SHALL INCLUDE THE FOLLOWING INFORMATION IN THE BID:
      1) A REFERENCE TO THE TRENCH SAFETY STANDARDS THAT WILL BE IN EFFECT DURING THE PERIOD OF CONSTRUCTION OF THE PROJECT.
      2) WRITTEN ASSURANCES BY THE CONTRACTOR PERFORMING THE TRENCH EXCAVATION THAT SUCH CONTRACTOR WILL COMPLY WITH THE APPLICABLE TRENCH SAFETY STANDARDS.
      3) A SEPARATE ITEM IDENTIFYING THE COST OF COMPLIANCE WITH THE APPLICABLE TRENCH SAFETY STANDARDS.
   C. WHEN A BID IS NOT SUBMITTED, THE CONTRACTOR SHALL SUBMIT THE INFORMATION LISTED IN ITEM 2 TO THE ENGINEER OF RECORD PRIOR TO STARTING WORK.
4. SURVEY DATA
   A. ALL ELEVATIONS ON THE PLANS AND REFERENCED IN THE SPECIFICATIONS ARE BASED ON NGVD 1929 DATUM.

For Vertical Control:
All elevations shown hereon are based on the National Geodetic Vertical Datum of 1929 (N.G.V.D. '29), and Benchmark(s) supplied by the Public Works and Waste Management Department of Miami-Dade County, Florida.

Benchmark: R-243 Elevation: +6.61' (N.G.V.D. '29)
Loc1: 96 ST (KANE CONCOURSE) --- 5' NORTH OF NORTH CURB LINE
Loc2: E BROADVIEW DRIVE --- 150'+- EAST OF C/L
DESCRIPTION: US C & G BRASS DISC IN TOP OF GUARD RAIL BASE AT NW CORNER OF BRIDGE OVER BAY HARBOR WATERWAY.

Benchmark: S-243 Elevation: +11.77' (N.G.V.D. '29)
Loc1: 96 ST (KANE CONCOURSE)--- 5.5' SOUTH OF SOUTH CURB
Loc2: BAY DRIVE --- 225'+- WEST OF INTERSECTION
DESCRIPTION: US C & G BRASS DISC IN SIDEWALK AT SE CORNER OF BRIDGE OVER INDIAN CREEK.

## PRECONSTRUCTION RESPONSIBILITIES

1. UPON RECEIPT OF NOTICE OF AWARD AND AFTER OBTAINING AN ENGINEERING CONSTRUCTION PERMIT FROM THE TOWN, THE CONTRACTOR SHALL ARRANGE A PRECONSTRUCTION CONFERENCE TO INCLUDE THE OWNER AND THE ENGINEER OF RECORD.
2. THE CONTRACTOR SHALL OBTAIN A "SUNSHINE ONE CALL" CERTIFICATION NUMBER AND NOTIFY THE UTILITIES DEPARTMENT AT LEAST 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION.
3. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION, ELEVATION, AND MATERIAL OF ALL EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION. Responsibility of the Town of Bay Harbor Islands (TBHI).
4. EXISTING UTILITY LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER OF RECORD ASSUMES ~~NO~~ RESPONSIBILITY FOR THE ACCURACY OF EXISTING UTILITIES SHOWN OR FOR ANY EXISTING UTILITIES NOT SHOWN. Responsibility of the Town of Bay Harbor Islands (TBHI).
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING UTILITIES FOR WHICH IT FAILS TO REQUEST LOCATIONS FROM THE UTILITY OWNER. THE CONTRACTOR IS RESPONSIBLE AS WELL FOR DAMAGE TO ANY EXISTING UTILITIES WHICH ARE PROPERLY LOCATED.
6. IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD.

## INSPECTIONS/TESTING

1. THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE ENGINEER OF RECORD AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION AND PRIOR TO THE INSPECTION/TESTING OF THE FOLLOWING ITEMS:
   A. WATER SYSTEM
   B. SEWER SYSTEM
   C. SUB-GRADE
   D. LIMEROCK BASE
   E. ASPHALTIC CONCRETE/PAVING
   F. SUBSTANTIAL COMPLETION
   G. FINAL COMPLETION
2. CONTRACTOR SHALL COORDINATE ALL REQUIRED INSPECTIONS WITH APPLICABLE REGULATORY AGENCIES AND OWNER AS NECESSARY. THE ENGINEER OF RECORD OR DESIGNEE WILL PROVIDE PERIODIC SITE VISITS TO OBSERVE CONSTRUCTION.
3. THE ENGINEER OF RECORD OR DESIGNEE SHALL BE PRESENT FOR ALL REQUIRED TESTING. PRIOR TO ANY FINAL TESTING, THE CONTRACTOR SHALL HAVE PERFORMED PRELIMINARY TESTING TO CONFIRM THE CONSTRUCTION HAS BEEN COMPLETED TO MEET THE TESTING REQUIREMENTS. ADDITIONAL TESTING REQUIRED FOR ANY FAILED TESTS TO BE WITNESSED BY THE ENGINEER OF RECORD OR DESIGNEE MAY BE CONDUCTED AT THE CONTRACTOR'S EXPENSE.

## SHOP DRAWINGS

1. PRIOR TO CONSTRUCTION COMMENCEMENT, THE CONTRACTOR SHALL PROVIDE THE ENGINEER OF RECORD A SHOP DRAWING LOG AND SUBMITTAL SCHEDULE FOR REVIEW. SHOP DRAWINGS SHALL BE PROVIDED IN APPLICABLE PACKAGES FOR THE COMPLETE INSTALLATION/CONSTRUCTION (WATER AND SEWER, PAVING, ETC.).
2. PRIOR TO THEIR CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND REVIEWED BY THE ENGINEER OF RECORD FOR STRUCTURES AND ACCESSORIES. CATALOGUE LITERATURE SHALL BE SUBMITTED FOR PIPES, FITTINGS, APPURTENANCES, SOILS, AND MIX DESIGNS.
3. PRIOR TO SUBMITTING SHOP DRAWINGS TO THE ENGINEER OF RECORD, THE CONTRACTOR SHALL REVIEW AND APPROVE THE DRAWINGS, AND SHALL NOTE IN RED ANY DEVIATIONS FROM THE ENGINEER OF RECORD'S PLANS OR SPECIFICATIONS. ENGINEER OF RECORD WILL CONDUCT UP TO TWO (2) SHOP DRAWING REVIEWS, ADDITIONAL REVIEWS MAY BE CONDUCTED AT THE CONTRACTOR'S EXPENSE.
4. INDIVIDUAL SHOP DRAWINGS FOR ALL PRECAST STRUCTURES ARE REQUIRED. CATALOGUE LITERATURE WILL NOT BE ACCEPTED FOR PRECAST STRUCTURES.

## TEMPORARY FACILITIES

1. ~~IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY UTILITIES INCLUDING BUT NOT LIMITED TO TEMPORARY WATER SERVICE, SANITARY FACILITIES AND ELECTRICITY TO ITS EMPLOYEES AND SUBCONTRACTORS FOR THEIR USE DURING CONSTRUCTION.~~
2. TRAFFIC REGULATION
   A. MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE MUTCD AND THE AUTHORITY HAVING JURISDICTION (FDOT, MIAMI-DADE COUNTY, TOWN OF BAY HARBOR ISLANDS, ETC.)
   B. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
   C. NO TRENCHES OR HOLES NEAR WALKWAYS OR IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT EXPRESS PERMISSION OF THE OWNER.
   D. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MAINTENANCE OF TRAFFIC AND SAFETY OF THE PROJECT SITE DURING CONSTRUCTION UNTIL FINAL COMPLETION AND ACCEPTANCE.

## PROJECT CLOSEOUT

1. CLEANING UP
   A. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER. UPON FINAL CLEAN UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE SWEPT BROOM CLEAN.
   B. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED BY THE ENGINEER OF RECORD OR THE OWNER, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY ITS WORK, EQUIPMENT, EMPLOYEES OR THOSE OF ITS SUBCONTRACTORS TO A CONDITION AT LEAST EQUAL OR BETTER TO THE EXISTING CONDITION IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS. TO THIS END, THE CONTRACTOR SHALL DO ALL NECESSARY HIGHWAY OR DRIVEWAY, WALK AND LANDSCAPING WORK IN A NEAT AND CAREFUL MANNER WHEN TYING INTO EXISTING/ADJACENT AREAS. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR SUCH RESTORATION.
   C. WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO OR BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.
2. PROJECT RECORD DOCUMENTS
   A. THE CONTRACTOR SHALL MAINTAIN ACCURATE AND COMPLETE RECORDS OF WORK ITEMS COMPLETED.
   B. ALL REQUIRED DENSITY AND LBR TEST RESULTS FOR SUB-GRADE SHALL BE PROVIDED TO THE ENGINEER OF RECORD PRIOR TO PLACING LIMEROCK BASE MATERIAL.
   C. ALL REQUIRED DENSITY AND LBR TEST RESULTS FOR LIMEROCK SHALL BE PROVIDED TO THE ENGINEER OF RECORD PRIOR TO PLACING ASPHALT/PAVING.
   D. ALL "AS-BUILT" INFORMATION SUBMITTED TO THE ENGINEER OF RECORD SHALL BE SUFFICIENTLY ACCURATE, CLEAR AND LEGIBLE TO SATISFY THE ENGINEER OF RECORD THAT THE INFORMATION PROVIDES A TRUE REPRESENTATION OF THE IMPROVEMENTS CONSTRUCTED.
   E. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD COMPLETE SETS OF "AS-BUILT" CONSTRUCTION DRAWINGS AS REQUIRED FOR SUBMITTAL AND APPROVAL. THESE DRAWINGS SHALL BE MARKED TO SHOW "AS-BUILT" CONSTRUCTION CHANGES AND DIMENSIONED LOCATIONS AND ELEVATIONS OF ALL IMPROVEMENTS AND SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED LAND SURVEYOR.
   F. ALL "AS-BUILT" INFORMATION ON ELEVATIONS OF PAVING AND DRAINAGE SHALL BE CERTIFIED BY A FLORIDA REGISTERED LAND SURVEYOR.

## DEMOLITION NOTES

1. DRAIN, PURGE, OR OTHERWISE REMOVE, COLLECT, AND DISPOSE OF CHEMICALS, GASES, EXPLOSIVES, ACIDS, FLAMMABLES, OR OTHER DANGEROUS MATERIALS BEFORE PROCEEDING WITH DEMOLITION OPERATIONS.
2. CONDUCT DEMOLITION OPERATIONS AND REMOVE DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED AND USED FACILITIES. CONTRACTOR SHALL PREPARE AND COORDINATE WITH THE OWNER A CONSTRUCTION PHASING PLAN TO MINIMIZE IMPACT TO ADJACENT FACILITIES AND BUILDINGS PRIOR TO ANY DEMOLITION WORK.
3. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS, OR OTHER ADJACENT OCCUPIED OR IN-USE FACILITIES WITHOUT PERMISSION FROM OWNER, THE TOWN AND AUTHORITIES HAVING JURISDICTION. PROVIDE ALTERNATE ROUTES AROUND CLOSED OR OBSTRUCTED TRAFFIC WAYS AS REQUIRED BY GOVERNING REGULATIONS.
4. CONDUCT DEMOLITION OPERATIONS TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES TO REMAIN. ENSURE SAFE PASSAGE OF PEOPLE AROUND DEMOLITION AREA.
5. ERECT TEMPORARY PROTECTION, SUCH AS WALKS, FENCES, BARRIERS, RAILINGS, ETC. WHERE REQUIRED BY AUTHORITIES HAVING JURISDICTION.
6. PROTECT EXISTING SITE IMPROVEMENTS, APPURTENANCES, AND LANDSCAPING TO REMAIN.
7. ADJACENT IMPROVEMENTS SHALL BE CLEANED OF DUST, DIRT, AND DEBRIS CAUSED BY DEMOLITION OPERATIONS. ADJACENT AREAS SHALL BE REQUIRED TO BE RETURNED TO CONDITION EXISTING BEFORE START OF DEMOLITION AT NO ADDITIONAL COSTS..
8. FOR SELECTIVE DEMOLITION, USE CUTTING METHODS LEAST LIKELY TO DAMAGE CONSTRUCTION TO REMAIN OR ADJOINING CONSTRUCTION. TO MINIMIZE DISTURBANCE OF ADJACENT SURFACES, USE HAND OR SMALL POWER TOOLS DESIGNED FOR SAWING OR GRINDING, NOT HAMMERING OR CHOPPING. TEMPORARILY COVER OPENINGS TO REMAIN.
9. DEMOLISH CONCRETE IN SMALL SECTIONS. CUT CONCRETE AT JUNCTURES WITH CONSTRUCTION TO REMAIN, USING POWER-DRIVEN MASONRY SAW OR HAND TOOLS; DO NOT USE POWER-DRIVEN IMPACT TOOLS.
10. INFORMATION SHOWN ON THE DRAWINGS AS TO THE LOCATION OF EXISTING UTILITIES HAS BEEN PREPARED FROM THE MOST RELIABLE DATA AVAILABLE TO THE ENGINEER OF RECORD; HOWEVER, THIS INFORMATION IS NOT GUARANTEED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION, CHARACTER, AND DEPTH OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL ASSIST THE UTILITY COMPANIES, BY EVERY MEANS POSSIBLE, TO DETERMINE SAID LOCATIONS AND THE LOCATIONS OF RECENT ADDITIONS TO THE SYSTEMS NOT SHOWN.
11. REMOVAL, DEMOLITION, HAULING, AND DISPOSAL SHALL COMPLY WITH REGULATIONS BY F.D.E.P., ENVIRONMENTAL PROTECTION AGENCY (E.P.A.), AND ANY OTHER AUTHORITY HAVING JURISDICTION.
12. ALL EXISTING UTILITY MANHOLE COVERS, ELECTRICAL BOXES, METER BOXES, METERS, DRAINAGE STRUCTURES, ETC. WITHIN PROPOSED AREAS OF IMPROVEMENTS SHALL BE ADJUSTED TO FINISHED GRADE ELEVATION, UNLESS OTHERWISE NOTED.
13. ALL EXISTING STREET LIGHTING WILL REMAIN IN PLACE AND REMAIN IN SERVICE DURING CONSTRUCTION OPERATIONS. CONTRACTOR SHALL USE CARE TO ENSURE EXISTING CONDUIT, PULLBOXES, AND CONTROL ARE NOT DAMAGED DURING DEMOLITION OPERATIONS.

14. COORDINATION WITH FLORIDA POWER AND LIGHT (FPL) IS REQUIRED FOR THIS PROJECT. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH THIS ENTITY:
    A. FOR ALL COORDINATION WITH FPL, CONTACT ISABELLA ARCOS;
       PHONE NUMBER: (786) 719-0535;
       EMAIL: ISABELLA.ARCOS@FPL.COM

TBHI to coordinate and facilitate power with FPL. Temporary power to be provided by the TBHI if needed.

## EARTHWORK

1. THE CONTRACTOR'S BID FOR EARTHWORK SHALL INCLUDE THE EXCAVATION, REMOVAL AND DISPOSAL OF ALL MATERIALS, OF WHATEVER CHARACTER, WITHIN THE LIMITS OF CONSTRUCTION.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE UNSUITABLE MATERIAL PRESENT ON-SITE AND INCLUDE THE REMOVAL AND REPLACEMENT OF SAME IN HIS BID PRICE.
3. THE CONTRACTOR SHALL MAKE HIS OWN ESTIMATE ON THE VOLUME OF MATERIAL ACTUALLY REQUIRED TO OBTAIN THE CROSS SECTIONS OR GRADES AS SHOWN ON THE PLANS.
4. THE CONTRACTOR SHALL REMOVE ALL MUCK, YIELDING MATERIAL ROOTS, VEGETATION AND OTHER DEGRADABLE MATERIAL IN ITS ENTIRETY, WITHIN THE PAVEMENT UNITS AND BELOW ALL STRUCTURES AND UTILITIES TO FULL EXCAVATED TRENCH WIDTH. SAID MATERIAL SHALL BE REPLACED WITH CLEAN ORGANIC FREE MATERIAL WITH ROCKS SMALLER THAN ONE INCH IN DIAMETER COMPACTED TO NOT LESS THAN 98% MAXIMUM DENSITY AT OPTIMUM MOISTURE. AASHTO T-180 METHOD "D" WITH MAXIMUM LIFTS OF TWELVE INCHES COMPACTED THICKNESS.
5. TRENCH BACKFILL AND COMPACTION SHALL FOLLOW THE PROJECT GENERAL NOTES AND DETAILS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING APPROPRIATE SAFETY PRECAUTIONS DURING EXCAVATION AND TRENCHING OPERATIONS AS REQUIRED BY THE "TRENCH SAFETY ACT".
7. THIS WORK SHALL INCLUDE THE EXCAVATION OF WHATEVER SUBSTANCES THAT SHALL BE ENCOUNTERED TO THE DEPTHS AS SHOWN ON THE PLANS. EXCAVATED MATERIALS NOT REQUIRED FOR FILL OR BACKFILL SHALL BE REMOVED FROM THE WORK SITE AS DIRECTED BY THE ENGINEER OF RECORD AND SHALL BE CONSIDERED TO BE A PART OF THE BID PRICE OF THE UTILITY PIPE FOR WHICH EXCAVATION AND BACKFILL IS REQUIRED.
8. WATER SHALL NOT BE PERMITTED TO ACCUMULATE IN THE EXCAVATED AREA. IT SHALL BE REMOVED BY PUMPING OR OTHER MEANS AS APPROVED BY THE ENGINEER OF RECORD. THE REMOVAL OF WATER SHALL BE CONSIDERED TO BE A PART OF THE BID PRICE OF THE UTILITY PIPE FOR WHICH EXCAVATION AND BACKFILL IS REQUIRED. ~~CONTRACTOR TO OBTAIN DEWATERING PERMITS FROM APPLICABLE JURISDICTIONAL AGENCIES (MIAMI-DADE COUNTY DERM, SFWMD, ETC.) IF REQUIRED. NOTE THAT A CONTAMINATED SITE HAS BEEN IDENTIFIED ADJACENT TO THE PROJECT.~~
9. IF THE BOTTOM OF THE TRENCH IS ROCK, THE EXCAVATION SHALL BE CARRIED EIGHT INCHES BELOW THE INVERT OF THE PIPE AND BACKFILLED WITH THOROUGHLY COMPACTED SAND, GRAVEL, OR OTHER SUITABLE MATERIAL APPROVED BY THE ENGINEER OF RECORD.
10. ROCK EXCAVATION SHALL INCLUDE ANY ROCK ENCOUNTERED WHICH CANNOT BE REMOVED WITH A 3/4 YARD BACKHOE UNDER NORMAL OPERATING CONDITIONS. ROCK EXCAVATION SHALL BE INCIDENTAL TO CONSTRUCTION OF ALL PIPING SYSTEMS AND NO SEPARATE PAYMENT WILL BE MADE.
11. WHENEVER IT IS NECESSARY, IN THE INTEREST OF SAFETY, CONTRACTOR TO BRACE OR SHORE THE SIDES OF THE TRENCH, SUCH BRACING OR SHORING SHALL BE CONSIDERED TO BE PART OF THE BID PRICE OF UTILITY PIPE FOR WHICH EXCAVATION AND BACKFILL IS REQUIRED.
12. THE CONTRACTOR SHALL FURNISH, PUT IN PLACE AND MAINTAIN SUCH SHEETING, BRACING, AS MAY BE REQUIRED TO SUPPORT THE SIDE OF THE EXCAVATION, AND TO PREVENT ANY MOVEMENT WHICH CAN IN ANY WAY DAMAGE THE WORK OR ENDANGER ADJACENT STRUCTURES.
13. IF FIELD CONDITIONS, TYPE OF SHEETING OR CONSTRUCTION METHODS MAKE REMOVAL OF SHEETING IMPRACTICABLE, AT NO ADDITIONAL COST TO THE OWNER, THE CONTRACTOR MAY LEAVE ALL SHEETING IN PLACE. THE ENGINEER MAY REQUIRE SHEETING TO BE CUT OFF AT ANY SPECIFIED ELEVATION BUT IN NO CASE WILL ANY SHEETING BE LEFT CLOSER THAN TWO (2) FEET BELOW THE NATURAL SURFACE, NOR CUT OFF BELOW THE ELEVATION OF THE TOP OF THE PIPE.
14. AFTER PIPES, AND OTHER APPURTENANCES HAVE BEEN INSTALLED, THE TRENCH OR OPENING SHALL BE BACKFILLED WITH MATERIAL IN CONFORMANCE WITH THE PROJECT GENERAL NOTES AND DETAILS.
15. IN AREAS WHERE NO PAVEMENT IS TO BE CONSTRUCTED, THE BACKFILL ABOVE THE TWELVE INCH LINE ABOVE THE PIPE SHALL BE COMPACTED TO A FIRMNESS APPROXIMATELY EQUAL TO THAT OF THE SOIL ADJACENT TO THE PIPE TRENCH.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING REQUIRED SAFETY BARRIER AND PROTECTIVE STEEL PLATE COVERINGS FOR OPEN TRENCHES.
17. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PERFORM SOIL BORINGS TO VERIFY THE LIMITS OF UNSUITABLE MATERIAL ON-SITE.

## WATER NOTES:

Water connection, accounts, service, and meters are to be established, provided by TBHI.

1. CONTRACTOR SHALL COORDINATE WITH OWNER BEFORE ANY WATER DEMOLITION, SHUT-DOWN OR TIE-IN.
2. ~~CONTRACTOR SHALL FIELD VERIFY EXISTING WATER SERVICE LINE SIZE AND LOCATION PRIOR TO ANY NEW WATER SERVICE INSTALLATION.~~
3. ALL NEW WATER SERVICE LINE SHALL BE POLYETHYLENE (PE) PIPE.
   Water connection, accounts, service, and meters are to be established, provided by TBHI.
4. ~~CONTRACTOR SHALL PERFORM APPROPRIATE FLUSHING, PRESSURE TESTS AND CHLORINATION OF NEW WATER SERVICE AS REQUIRED BY AUTHORITIES HAVING JURISDICTION IN THE AREA.~~
5. AS SOON AS THE INSTALLATION OF WATER SERVICE LINE IS COMPLETED, INCLUDING VALVES SUFFICIENT FOR CONTROL AND ANCHORED SUFFICIENTLY TO WITHSTAND ANY TEST PRESSURE, THE RUN SHALL BE THOROUGHLY CLEANED AND THE WATER SHALL BE DISCHARGED VIA DISPOSAL METHOD APPROVED BY TOWN OF BAY HARBOR ISLANDS AND MIAMI-DADE COUNTY.
6. DISINFECTION
   Water connection, accounts, service, and meters are to be established, provided by TBHI.
   A. THE WATER SERVICE SHALL BE DISINFECTED AFTER IT HAS BEEN PRESSURE TESTED AND WHILE STILL FULL OF WATER.
   B. DISINFECTION SHALL BE COMPLETED VIA CHLORINATION, ACCORDING TO FLORIDA PLUMBING CODE REQUIREMENTS.
   C. A SUITABLE CHLORINATOR SHALL BE USED TO INJECT CHLORINE INTO THE LINES. ALL CONNECTIONS REQUIRED FOR THE INTRODUCTION OF CHLORINE INTO THE WATER LINES SHALL BE MADE BY THE CONTRACTOR. CHLORINE AND WATER SHALL BE INTRODUCED AT ONE END AND SHALL BE ALLOWED TO FLOW SLOWLY THROUGH THE LINES TO THE OTHER END WHERE IT SHALL BE REMOVED AND DISPOSED OF AT THE CONTRACTOR'S EXPENSE. SEVERAL POINTS OF INTRODUCTION AND REMOVAL OF CHLORINE SOLUTION MAY HAVE TO BE EMPLOYED TO GET AN EVEN DISTRIBUTION THROUGH THE ENTIRE SECTION BEING DISINFECTED.
   D. THE QUANTITY OF CHLORINE INTRODUCED SHALL BE SUCH AS TO INSURE A CONCENTRATION OF AT LEAST 50 PARTS PER MILLION IN THE WATER FLOWING FROM THE LINE.
   E. THE CHLORINE SOLUTION SHALL BE ALLOWED TO STAND IN THE LINE FOR AT LEAST 24 HOURS OR LONGER, IF REQUIRED, TO DESTROY ALL HARMFUL BACTERIA. AT THE END OF THE REQUIRED TIME, THE CONCENTRATION OF CHLORINE IN ALL PARTS OF THE SECTION SHALL BE AT LEAST 25 PPM.
   F. ALL VALVES AND APPURTENANCES IN THE SECTION SHALL BE OPERATED AT LEAST ONCE DURING THE ABOVE PERIOD. AFTER THE REQUIRED PERIOD, THE TREATED WATER SHALL BE THOROUGHLY FLUSHED FROM THE SECTION AND THE SYSTEM FILLED WITH POTABLE WATER.
   G. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION FOR COLLECTING AND TESTING SAMPLES FROM SERVICE LINE. THE CONTRACTOR SHALL PROVIDE ASSISTANCE TO THE TOWN OF BAY HARBOR ISLANDS FOR THE COLLECTION OF SAMPLES. THE SAMPLES MUST BE APPROVED BY THE TOWN OF BAY HARBOR BEFORE THE SERVICE LINE IS PLACED IN SERVICE.
   H. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY RECHLORINATION AND RETESTING THAT MAY BE REQUIRED UNTIL THE TOWN OF BAY HARBOR APPROVAL IS OBTAINED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL WATER FLUSHED FROM THE SYSTEM AND SHALL SAFEGUARD ALL ADJOINING PROPERTIES FROM DAMAGE FROM FLOODING. THE CONTRACTOR SHALL EXERCISE DUE CARE IN THE PROTECTION OF PRIVATE PROPERTY FROM WATER DAMAGE DUE TO HIS OPERATIONS. IN ADDITION, THE CONTRACTOR SHALL ASSUME COMPLETE LIABILITY FOR ANY DAMAGE WHICH WAS DIRECTLY OR IN-DIRECTLY CAUSED BY HIS OPERATIONS.
   I. ALL OF THE CONNECTIONS SHALL BE DISINFECTED BY THE CONTRACTOR.
   J. THE INSIDE OF EACH PIPE AND FITTING LAID BY THE CONTRACTOR IN CONNECTING TO EXISTING MAINS WHICH ARE ISOLATED FROM THE MAIN LINE BY VALVES SHALL BE SWABBED WITH CALCIUM HYPOCHLORITE, HTH, PERCHLORON, OR APPROVED EQUAL, MIXED IN SOLUTION WITH WATER. THE QUANTITY OF HYPOCHLORITE SHALL IN ALL CASES BE SUBJECT TO THE APPROVAL OF THE DEPARTMENT, WHOSE REPRESENTATIVE SHALL BE PRESENT AT ALL TIMES WHILE THIS PHASE OF THE WORK IS IN PROGRESS.
   K. WHEREVER PRACTICABLE, WATER FROM THE EXISTING MAINS FLOWING THROUGH THE DISINFECTED CONNECTIONS SHALL BE USED IN DISINFECTING.
8. CONNECTIONS TO EXISTING PIPING:
   Water connection, accounts, service, and meters are to be established, provided by TBHI.
   A. PERFORM IN SUCH A MANNER THAT NO DAMAGE AND MINIMAL INTERRUPTION IS CAUSED TO EXISTING INSTALLATION. ANY DAMAGE CAUSED TO EXISTING INSTALLATIONS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR.
   B. COORDINATE CONNECTION OPERATIONS WITH THE OWNER, WHO SHALL BE NOTIFIED AT LEAST 7 DAYS IN ADVANCE OF ANY ACTIVITY WHICH MAY INTERFERE WITH THE EXISTING UTILITY SYSTEM.
   C. ANY PROPOSED LENGTH OF PIPE, FITTING OR VALVE TO BE INSTALLED AS AN INTEGRAL PART TO AN ACTIVE WATER MAIN, SHALL BE SWABBED ON THE INSIDE WITH CALCIUM HYPOCHLORITE, HTH, PERCHLORON, OR APPROVED EQUAL, MIXED IN SOLUTION WITH WATER. THE QUANTITY OF HYPOCHLORITE SHALL IN ALL CASES BE SUBJECT TO THE APPROVAL OF TOWN OF BAY HARBOR ISLANDS WHOSE REPRESENTATIVE SHALL BE PRESENT AT ALL TIMES WHILE THIS PHASE OF THE WORK IS IN PROGRESS.

## PAVING

1. GENERAL
   A. ALL UNDERGROUND UTILITIES SHALL BE COMPLETED PRIOR TO THE CONSTRUCTION OF THE LIMEROCK BASE AND PRIOR TO THE PLACEMENT OF THE PAVEMENT.
17. MATERIALS
   A. STABILIZED SUB-GRADE FILL WITH A MINIMUM LBR OF 40.
   B. LIMEROCK BASE MATERIAL SHALL HAVE A MINIMUM OF 60% CARBONATES (CALCIUM AND MAGNESIUM) WITH A MINIMUM LBR OF 100.
   C. PRIME COAT SHALL BE APPLIED AT THE RATE OF 0.25 GAL/YD SQ. AND TACK COAT SHALL MEET FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARDS.
   D. SURFACE COURSE SHALL BE EQUAL TO FDOT FC-9.5 ASPHALTIC CONCRETE (OR APPROVED SUBSTITUTE).
3. INSTALLATION
   A. CONTRACTOR SHALL PREPARE PAVEMENT AREAS IN ACCORDANCE WITH THE PROJECT GEOTECHNICAL REPORT PRIOR TO INSTALLATION OF STABILIZED SUB-GRADE FILL.
   B. STABILIZED SUB-GRADE FILL SHALL BE 12" THICK AND COMPACTED TO 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (AASHTO T-180). SUB-GRADE FILL MATERIAL SHALL BE PLACED IN MAXIMUM 6" LIFTS. SUB-GRADE FILL MATERIAL GREATER THAN 6" SHALL BE PLACED IN TWO OR MORE EQUAL LIFTS.
   C. LIMEROCK BASE MATERIAL SHALL BE 12" THICK AND COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
   D. LIMEROCK BASE MATERIAL SHALL BE PLACED IN MAXIMUM 6" LIFTS. BASES GREATER THAN 6" SHALL BE PLACED IN TWO OR MORE EQUAL LIFTS.
   E. PRIME COAT SHALL BE PLACED ON ALL LIMEROCK BASES IN ACCORDANCE WITH FDOT STANDARDS.
   F. TACK COAT SHALL BE PLACED AS REQUIRED IN ACCORDANCE WITH FDOT STANDARDS.
4. TESTING ALL SUB-GRADE, LIMEROCK AND ASPHALT TESTS REQUIRED SHALL BE TAKEN AT THE DIRECTION OF THE ENGINEER OF RECORD.
5. ALL ASPHALTIC CONCRETE SHALL HAVE A MAXIMUM OF 20% (BY WEIGHT) OF RECYCLED ASPHALT PRODUCTS (RAP).

PHASE 1 is work by 1177 Bay Harbor Islands, LLC. The scope consists of all work within the property, landscape* along the east, and entrance apron. The remaining scope is work by others. Reference the SCOPE OF WORK document for outline of the work that is included and the QUALIFICATIONS and ASSUMPTIONS document.

PHASE 2 is work by the Town of Bay Harbor Islands or others. The scope consists of the of the dock, work to the west of the existing sea wall, and all work outside of the property line inclusive of the east sidewalk, all utilities (except for the plumbing, irrigation, and electrical within the property line).

**Sunshine811**
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
*Check positive response codes before you dig!*

PERMIT SET

**cma** chen moore and associates
3150 SW 38th Avenue
Suite 950
Miami, FL 33146
786.497.1500
www.chenmoore.com

REGISTRATION

This item has been digitally signed and sealed by GREGORY A. MENDEZ, PE, on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

GREGORY A. MENDEZ LICENSE No. 64718 STATE OF FLORIDA PROFESSIONAL ENGINEER

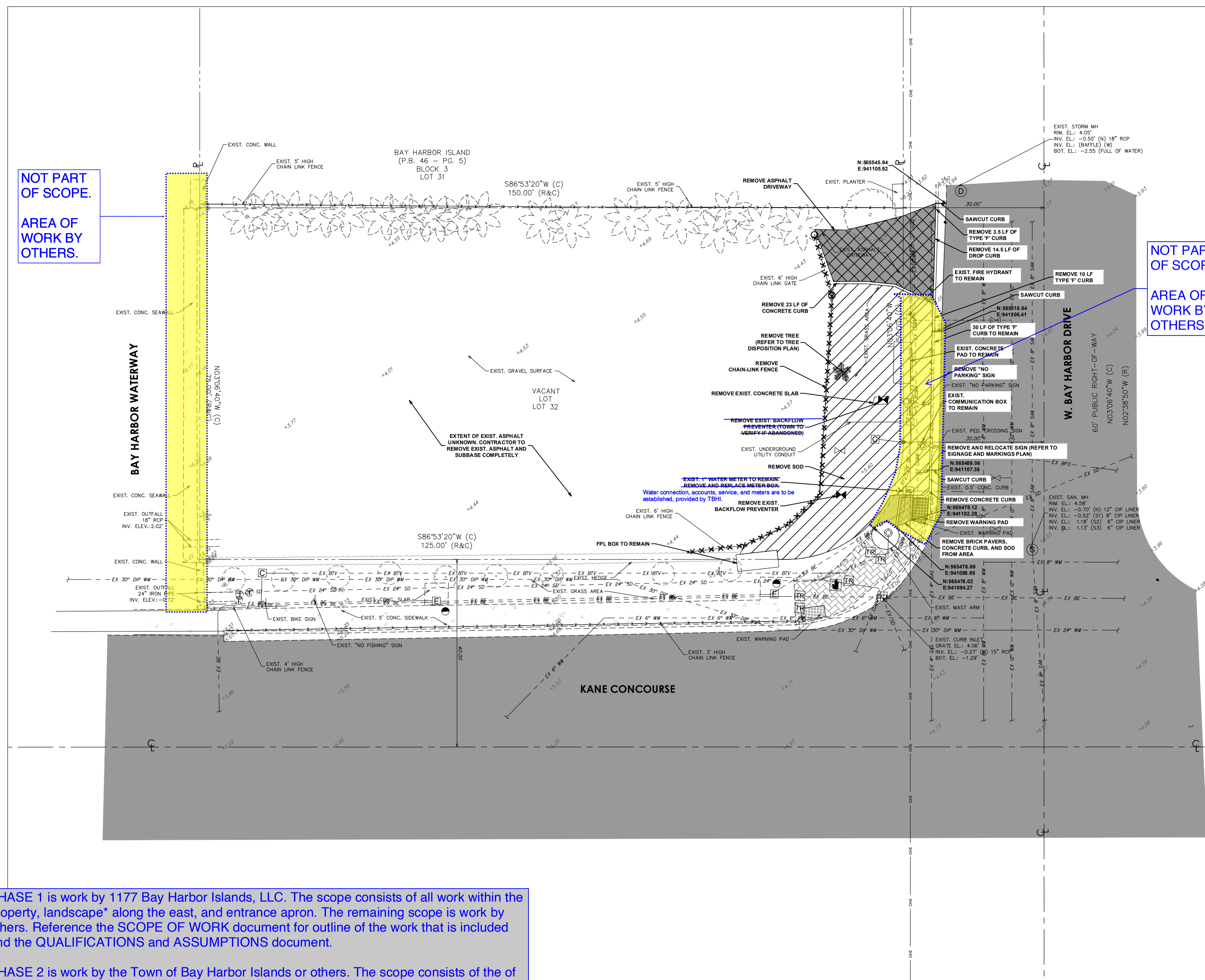
Exhibit A
11/26/2025
1177 Bay Harbor Islands, LLC

CLIENT

PROJECT INFORMATION
**9600 W. BAY HARBOR DR. KAYAK PARK**
BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER: 25-0326.00012
CLIENT PROJECT NUMBER:
VERIFY SCALES: 0 — 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY
REVISIONS
DATE OF ISSUE: SEPTEMBER 2025
DESIGNED BY: AQ
DRAWN BY: LD
CHECKED BY: GAM
DRAWING TITLE: **GENERAL NOTES**
DRAWING NUMBER: **C1.01**
02 OF 26

Plot Date: 10/13/2025 8:17:07 AM Username: aquijada Layout Name: C2.01
Folder Path: V:\Projects\2025\25-0326.00012 - 96th Street Kayak Park Renovation Design\Design\CAD\Sheets Filename: 25-0326.00012 Existing Condition.dwg




## LEGEND

- EXISTING LIMITS OF ASPHALT
- EXISTING WOOD FENCE
- EXISTING CHAIN OR WIRE FENCE
- EXISTING HEDGE LINE
- EXISTING TREE
- EXISTING PALM
- EXISTING ELECTRIC BOX
- EXISTING GUY WIRE
- EXISTING FIBER OPTIC UTILITY
- EXISTING ELECT. TRAFFIC CONTROL BOX
- EXISTING PED. CROSSING SIGNAL
- EXISTING COMMUNICATION BOX
- EXISTING LIGHT POLE
- EXISTING CONC. POWER POLE
- EXISTING TRAFFIC LIGHT METAL POLE
- EXISTING FIRE HYDRANT
- EXISTING IRRIGATION VALVE
- EXISTING BACK FLOW PREVENTER
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING SIGN
- EXISTING SANITARY MANHOLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING CURB INLET
- EXISTING ASPHALT
- EXISTING PAVERS
- EXISTING CONCRETE
- EXISTING WARNING PAD
- REMOVE ASPHALT FROM AREA
- REMOVE SOD FROM AREA
- REMOVE MATERIAL FROM AREA
- REMOVE ITEM

GRAPHIC SCALE: 1 INCH = 10 FEET

## EXISTING CONDITIONS NOTES:

1. EXISTING CONDITIONS PRESENTED ARE BASED ON A TOPOGRAPHIC SURVEY PROVIDED BY LONGITUDE SURVEYORS, 22129.1.02 AND 04-23-2025. ADDITIONAL INFORMATION WAS OBTAINED FROM AS-BUILTS AND RECORD DRAWINGS PROVIDED BY UTILITY COMPANIES, G.I.S. INFORMATION AND FIELD VISITS.
2. ALL ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
3. NATIONAL GEODETIC VERTICAL DATUM OF 1929 SURVEY (NGVD) BENCHMARK USED:
   DESIGNATION = R-243
   LOC1 - 96 ST (KANE CONCOURSE) ---5' NORTH OF NORTH CURB LINE
   LOC2 - E BROADVIEW DRIVE --150'+ - EAST OF C/L
   DESCRIPTION= US C & G BRASS DISC IN TOP OF GURAD RAIL BASE AT NW CORNER OF BRIDGE OVER BAY HARBOR WATERWAY.
   ELEVATION = +6.61' NGVD 29

   DESIGNATION = S-243
   LOC1- 96 ST (KANE CONCOURSE) ---5.5' SOUTH OF SOUTH CURB
   LOC2 - BAY DRIVE ---225'+ - WEST OF INTERSECTION
   DESCRIPTION= US C & G BRASS DISC IN SIDEWALK AT SE CORNER OF BRIDGE OVER INDIAN CREEK.
   ELEVATION = +11.77' NGVD 29
4. CONTRACTOR IS TO PROTECT ALL EXISTING TREES, SIGNS, AND ABOVE GROUND UTILITIES NOT IMPACTED BY THIS PLAN.

**VERTICAL DATUM INFORMATION**
ALL ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
CONVERSION FACTOR:
NGVD29 -1.55 = NAVD88 IN THIS AREA

**Sunshine 811**
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
*Check positive response codes before you dig!*

PHASE 1 is work by 1177 Bay Harbor Islands, LLC. The scope consists of all work within the property, landscape* along the east, and entrance apron. The remaining scope is work by others. Reference the SCOPE OF WORK document for outline of the work that is included and the QUALIFICATIONS and ASSUMPTIONS document.

PHASE 2 is work by the Town of Bay Harbor Islands or others. The scope consists of the of the dock, work to the west of the existing sea wall, and all work outside of the property line inclusive of the east sidewalk, all utilities (except for the plumbing, irrigation, and electrical within the property line).

PERMIT SET


**cma** chen moore and associates
3150 SW 38th Avenue
Suite 950
Miami, FL 33146
786.497.1500
www.chenmoore.com


**REGISTRATION**
This item has been digitally signed and sealed by GREGORY A. MENDEZ, PE, on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

GREGORY A. MENDEZ LICENSE No. 64718 STATE OF FLORIDA PROFESSIONAL ENGINEER

Exhibit A
11/26/2025
1177 Bay Harbor Islands, LLC

**CLIENT**
BAY HARBOR ISLANDS

**PROJECT INFORMATION**
**9600 W. BAY HARBOR DR. KAYAK PARK**
BAY HARBOR ISLANDS, FL 33154

**PROJECT NUMBER**
25-0326.00012

**CLIENT PROJECT NUMBER**

**VERIFY SCALES**
0 — 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

**REVISIONS**

**DATE OF ISSUE**
SEPTEMBER 2025

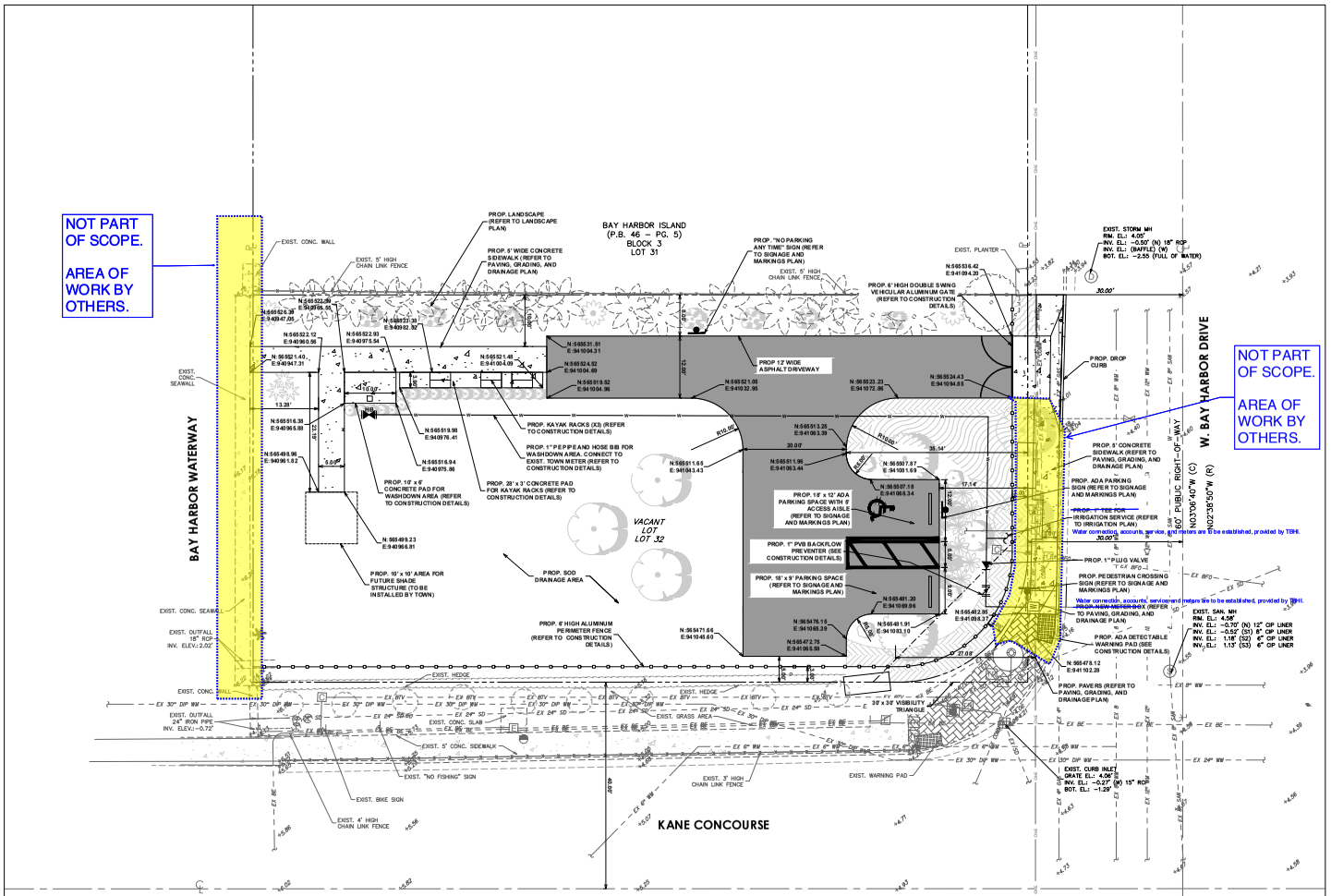
**DESIGNED BY**
AQ

**DRAWN BY**
LD

**CHECKED BY**
GAM

**DRAWING TITLE**
**EXISTING CONDITIONS AND DEMOLITION**

**DRAWING NUMBER**
**C2.01**
03 OF 26




GRAPHIC SCALE
0 5 10 20
1 INCH = 10 FEET

## LEGEND

- EXISTING LIMITS OF ASPHALT
- EXISTING WOOD FENCE
- EXISTING CHAIN OR WIRE FENCE
- EXISTING HEDGE LINE
- EXISTING TREE
- EXISTING PALM
- EXISTING ELECTRICAL BOX
- EXISTING GUY WIRE
- EXISTING FIBER OPTIC UTILITY
- EXISTING ELECT. TRAFFIC CONTROL BOX
- EXISTING PED. CROSSING SIGNAL
- EXISTING COMMUNICATION BOX
- EXISTING LIGHT POLE
- EXISTING CONC. POWER POLE
- EXISTING TRAFFIC LIGHT METAL POLE
- EXISTING FIRE HYDRANT
- EXISTING IRRIGATION APPARATUSES
- EXISTING BACK FLOW PREVENTER
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING SIGN
- EXISTING SANITARY MANHOLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING CURB INLET
- EXISTING PAVERS
- EXISTING CONCRETE
- EXISTING WARNING PAD
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED PAVERS
- PROPOSED WARNING PAD
- PROPOSED STREET SIGN AND POST
- PROPOSED SERVICE LINE
- PROPOSED HOSE BIB
- PROPOSED PLUG
- PROPOSED BACKFLOW PREVENTER
- PROPOSED PIPE CONTINUATION
- PROPOSED ALUMINUM FENCE
- PROPOSED ALUMINUM DOUBLE SWING GATE
- SIGHT TRIANGLE

**VERTICAL DATUM INFORMATION**
ALL ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
CONVERSION FACTOR:
NGVD29 -1.55 = NAVD88 IN THIS AREA

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
*Check positive response codes before you dig!*

PERMIT SET


cma
3150 SW 38th Avenue
Suite 950
Miami, FL 33146
786.497.1500
www.chenmoore.com


REGISTRATION

This item has been digitally signed and sealed by GREGORY A. MENDEZ, PE, on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

GREGORY A. MENDEZ LICENSE No. 64718 STATE OF FLORIDA PROFESSIONAL ENGINEER
SIGNATURE DATE: 10/13/2025

Exhibit A
11/26/2025
1177 Bay Harbor Islands, LLC

CLIENT

PROJECT INFORMATION

**9600 W. BAY HARBOR DR. KAYAK PARK**

BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER
25-0326.00012

CLIENT PROJECT NUMBER

VERIFY SCALES
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
SEPTEMBER 2025

DESIGNED BY
AQ

DRAWN BY
LD

CHECKED BY
GAM

DRAWING TITLE
**SITE PLAN**

DRAWING NUMBER
**C3.01**
04 OF 26


Plot Date: 10/13/2025 8:17:17 AM Username: mcipleda Layout Name: C3.01
Folder Name: X:\Projects\2025\25-0326.00012 - 9600 Street Kayak Park Renovation Design\Design\CAD\Sheets Filename: 25-0326.00012 Site Plan.dwg

PHASE 1 is work by 1177 Bay Harbor Islands, LLC. The scope consists of all work within the property, landscape* along the east, and entrance apron. The remaining scope is work by others. Reference the SCOPE OF WORK document for outline of the work that is included and the QUALIFICATIONS and ASSUMPTIONS document.

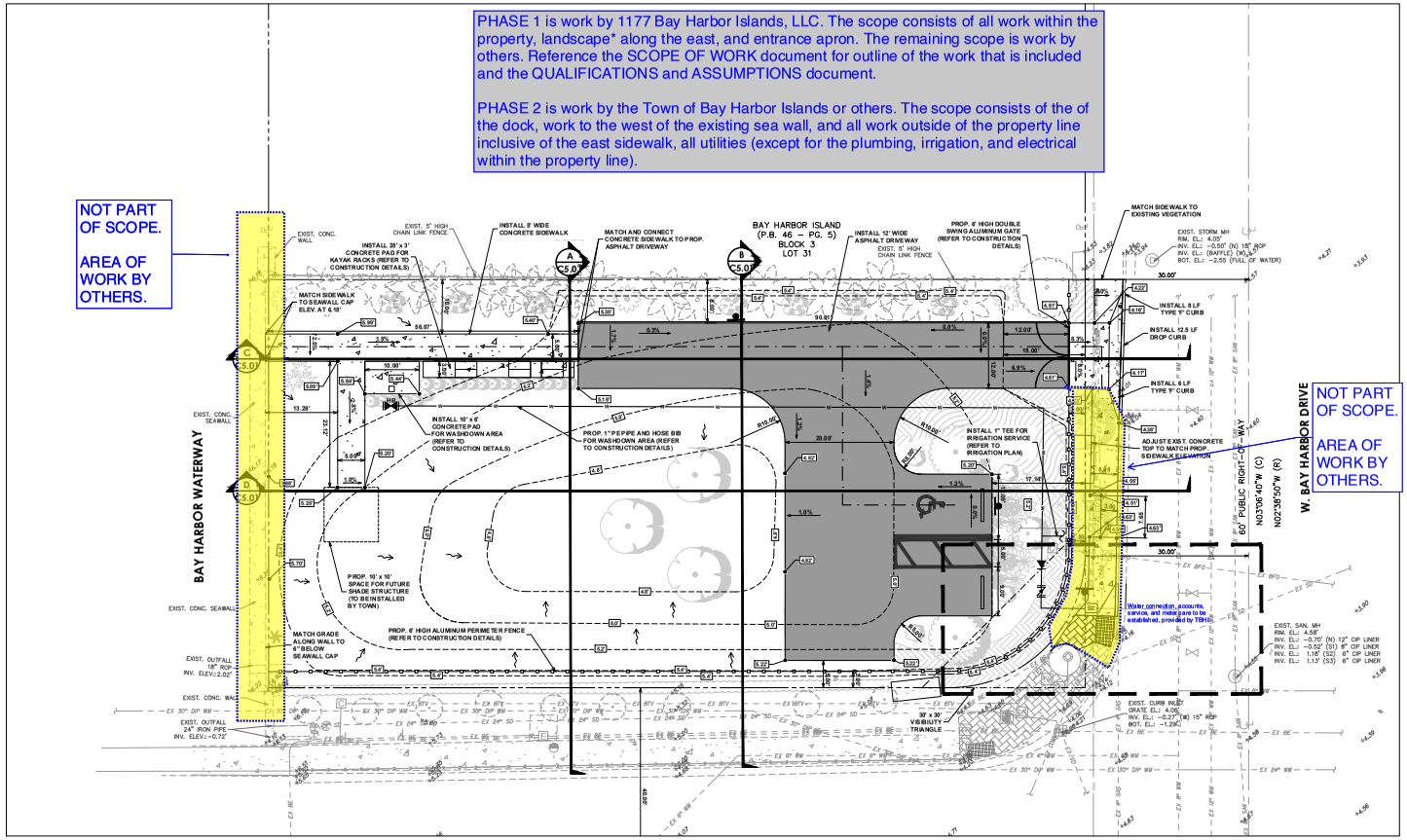
PHASE 2 is work by the Town of Bay Harbor Islands or others. The scope consists of the of the dock, work to the west of the existing sea wall, and all work outside of the property line inclusive of the east sidewalk, all utilities (except for the plumbing, irrigation, and electrical within the property line).

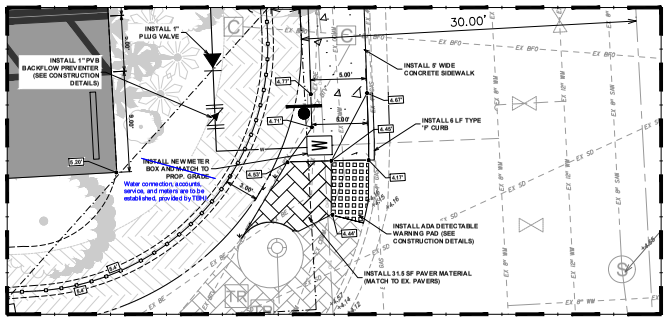
NOT PART OF SCOPE.

AREA OF WORK BY OTHERS.

NOT PART OF SCOPE.

AREA OF WORK BY OTHERS.




**INSET**
**SCALE: 1" = 5'**

GRAPHIC SCALE
0 5 10 20
1 INCH = 10 FEET

## LEGEND

- EXISTING WOOD FENCE
- EXISTING CHAIN OR WIRE FENCE
- EXISTING HEDGE LINE
- EXISTING TREE
- EXISTING PALM
- EXISTING ELECTRICAL BOX
- EXISTING GUY WIRE
- EXISTING FIBER OPTIC UTILITY
- EXISTING ELECT. TRAFFIC CONTROL BOX
- EXISTING PED. CROSSING SIGNAL
- EXISTING COMMUNICATION BOX
- EXISTING LIGHT POLE
- EXISTING CONC. POWER POLE
- EXISTING TRAFFIC LIGHT METAL POLE
- EXISTING FIRE HYDRANT
- EXISTING IRRIGATION APPARATUSES
- EXISTING BACK FLOW PREVENTER
- EXISTING WATER VALVE
- EXISTING SIGN
- EXISTING SANITARY MANHOLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING CURB INLET
- EXISTING PAVERS
- EXISTING CONCRETE
- EXISTING WARNING PAD
- PROPOSED STREET SIGN AND POST
- PROPOSED ELEVATION
- PROPOSED SURFACE FLOW ARROW
- PROPOSED CONTOUR LINE
- PROPOSED ADA ACCESSIBLE ROUTE
- PROPOSED WHEEL STOP
- PROPOSED STREET SIGN AND POST
- PROPOSED SERVICE LINE
- PROPOSED HOSE BIB
- PROPOSED PLUG
- PROPOSED BACKFLOW PREVENTER
- EXISTING WATER METER
- PROPOSED PIPE CONTINUATION
- EXISTING ELEVATION
- SIGHT TRIANGLE
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED PAVERS
- PROPOSED DETECTABLE WARNING PAD
- PROPOSED ALUMINUM FENCE
- PROPOSED ALUMINUM DOUBLE SWING GATE

**PAVING, GRADING AND DRAINAGE NOTES:**

1. MINIMUM SOD ELEVATION IN CENTER OF SITE TO BE 4.0' NGVD.
2. ALL SIDEWALKS SHALL MEET ALL A.D.A. REQUIREMENTS (5% MAX. LONGITUDINAL SLOPE AND 2% MAX. TRANSVERSE SLOPE).
3. BEDDING AND INITIAL BACKFILL OVER DRAINAGE PIPE SHALL BE SAND WITH NO ROCK LARGER THAN ¾" DIAMETER.
4. BACKFILL MATERIAL UNDER PAVED AREAS SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
5. BACKFILL MATERIAL UNDER AREAS NOT TO BE PAVED SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
6. DRAINAGE STRUCTURES AND LINES TO BE CLEANED PRIOR TO ENGINEER'S ACCEPTANCE.
7. CONTRACTOR TO PROVIDE DETAILED AS-BUILTS SURVEYS THAT CLEARLY DEFINE THE AREAS OF WORK COMPLETED UNDER THIS CONTRACT INCLUDING BUT NOT LIMITED TO ALL RIM ELEVATIONS (EXISTING AND PROPOSED STRUCTURES), ALL INVERTS, BOTTOM OF STRUCTURE. SUFFICIENT SWALE ELEVATIONS TO DEMONSTRATE THAT SWALES DRAIN TO INLETS, LOCATION OF EXFILTRATION TRENCH, LOCATION OF DRIVEWAY RESTORATION, AND RESTORED ASPHALT PAVEMENT.

**VERTICAL DATUM INFORMATION**
ALL ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)
CONVERSION FACTOR:
NGVD 29 -1.55 = NAVD 88 IN THIS AREA

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
*Check positive response codes before you dig!*

PERMIT SET


cma
3150 SW 38th Avenue
Suite 950
Miami, FL 33146
786.497.1500
www.chenmoore.com


REGISTRATION

This item has been digitally signed and sealed by GREGORY A. MENDEZ, PE, on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

GREGORY A. MENDEZ LICENSE No. 64718 STATE OF FLORIDA PROFESSIONAL ENGINEER

Exhibit A

11/26/2025
1177 Bay Harbor Islands, LLC

CLIENT

PROJECT INFORMATION

**9600 W. BAY HARBOR DR. KAYAK PARK**

BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER
25-0326.00012

CLIENT PROJECT NUMBER

VERIFY SCALES
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
SEPTEMBER 2025

DESIGNED BY
AQ

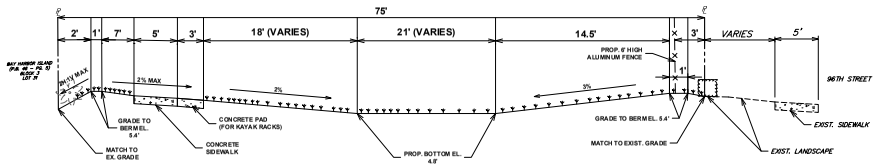
DRAWN BY
LD

CHECKED BY
GAM

DRAWING TITLE
**PAVING, GRADING AND DRAINAGE PLAN**

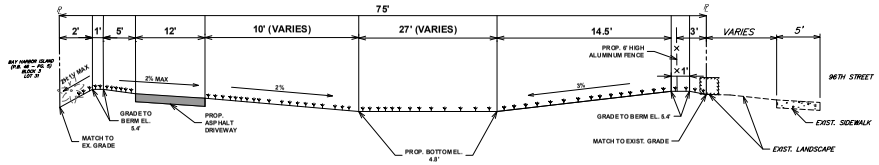
DRAWING NUMBER
**C4.01**
05 OF 26


Plot Date= 10/13/2025 8:17:31 AM Username: mcipleda Layout Name: C4.01
Folder Name: X:\Projects\2025\25-0326.00012 - 9600 Street Kayak Park Renovation Design\Design\CAD\Sheets Filename: 25-0326.00012 Paving grading and drainage.dwg




## SECTION A

N.T.S.

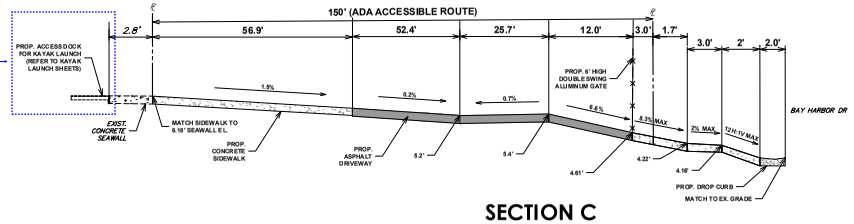



## SECTION B

N.T.S.

NOT PART OF SCOPE.

AREA OF WORK BY OTHERS.

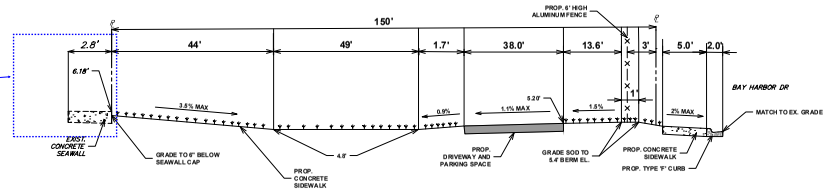



## SECTION C

N.T.S.

NOT PART OF SCOPE.

AREA OF WORK BY OTHERS.




## SECTION D

N.T.S.

PHASE 1 is work by 1177 Bay Harbor Islands, LLC. The scope consists of all work within the property, landscape* along the east, and entrance apron. The remaining scope is work by others. Reference the SCOPE OF WORK document for outline of the work that is included and the QUALIFICATIONS and ASSUMPTIONS document.

PHASE 2 is work by the Town of Bay Harbor Islands or others. The scope consists of the of the dock, work to the west of the existing sea wall, and all work outside of the property line inclusive of the east sidewalk, all utilities (except for the plumbing, irrigation, and electrical within the property line).

Sunshine811

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

*Check positive response codes before you dig!*

PERMIT SET


cma

3150 SW 38th Avenue
Suite 950
Miami, FL 33146
786.497.1500
www.chenmoore.com


REGISTRATION

This item has been digitally signed and sealed by GREGORY A. MENDEZ, PE, on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

GREGORY A. MENDEZ LICENSE No. 64718 STATE OF FLORIDA PROFESSIONAL ENGINEER

Exhibit A

11/26/2025
1177 Bay Harbor Islands, LLC

CLIENT

BAY HARBOR ISLANDS

PROJECT INFORMATION

**9600 W. BAY HARBOR DR. KAYAK PARK**

BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER
25-0326.00012

CLIENT PROJECT NUMBER

VERIFY SCALES
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
SEPTEMBER 2025

DESIGNED BY
AQ

DRAWN BY
AQ

CHECKED BY
GAM

DRAWING TITLE

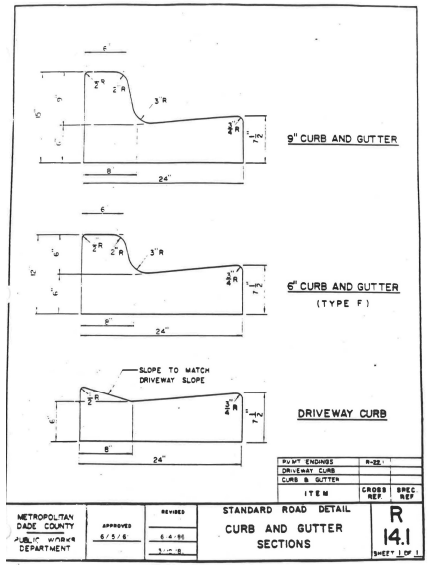
**TYPICAL CROSS SECTIONS**

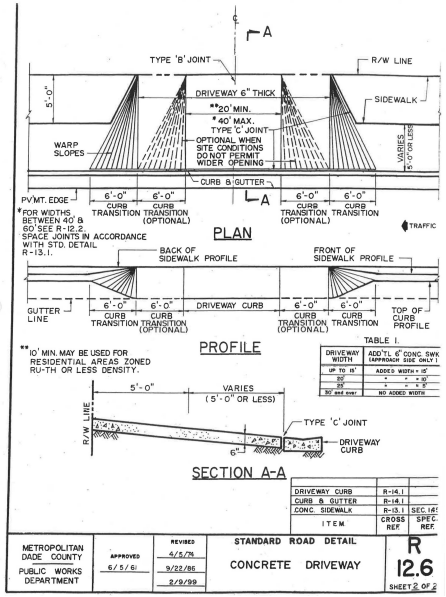
DRAWING NUMBER

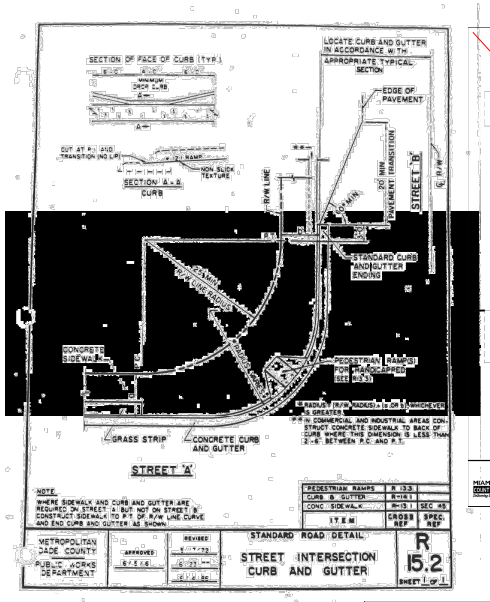
**C5.01**

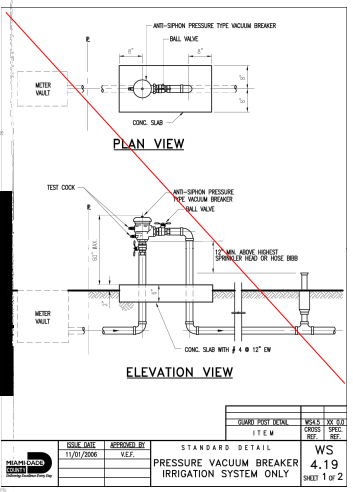
06 OF 26

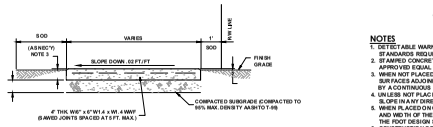

Plot Date: 10/13/2025 8:17:44 AM Username: pialamon Layout Name: C5.01
Folder Path: X:\Projects\2025\25-0326.00012 - 9600 Street - Kayak Park Renovation Design\Design\CAD\Sheets Filename: 25-0326.00012 Details.dwg



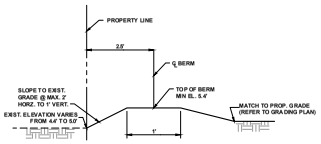




NOTES
1. CONCRETE TO BE CLASS 1, 2,500 PSI IN 28 DAYS.
2. USE OF FIBER REINFORCED CONCRETE IS PROHIBITED.
3. 4" THICK MIN. (TYP.) 6" THICK AT DRIVEWAYS, EXTENDED TWO FEET BEYOND DRIVE, ON BOTH SIDES.
4. CONCRETE MIX DESIGN SHALL MEET THE REQUIREMENTS OF THE AMERICAN WITH DISABILITIES ACT.
5. INCLUDE 3 #Y CUT AND/OR FILL TO ACHIEVE DESIGN SLOPES.
6. PROVIDE 1/2" CONSTRUCTION JOINTS AT 5' o.c. MINIMUM DEPTH 1/2".
7. PROVIDE 1/2" EXPANSION JOINTS W/ NON-RISING FILLER AT 30' o.c.
8. CURE ALL CONCRETE WITH CLEAN SAND, PLASTIC MEMBRANE, OR OTHER APPROVED METHOD.

**CONCRETE SIDEWALK SECTION**
N.T.S.

NOTE: BARS TO BE DRIVEN 24 INCHES BELOW TOP OF WHEEL STOP AND GROUT FILLED FLUSH WITH TOP OF WHEEL STOP.

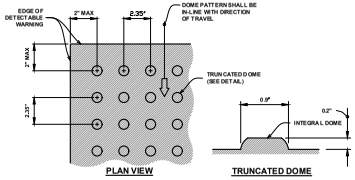
**WHEEL STOP**
N.T.S.



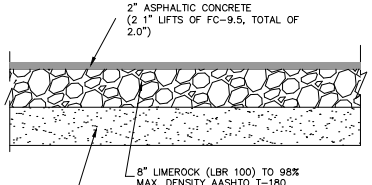

NOTES:
1. THE BERM SHALL BE CONSTRUCTED OF SUITABLE MATERIAL WITH A MIN. L.B.R. VALUE OF 30. NO MUCK OR OPEN GRADED SILICA (SUGAR) SAND WILL BE ACCEPTABLE IN CONSTRUCTION.
2. THE BERM SHALL BE COMPACTED TO 92% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
3. MULCH SHALL BE ADDED ON TOP OF THE BERM.

**TYPICAL BERM CROSS-SECTION**
N.T.S.

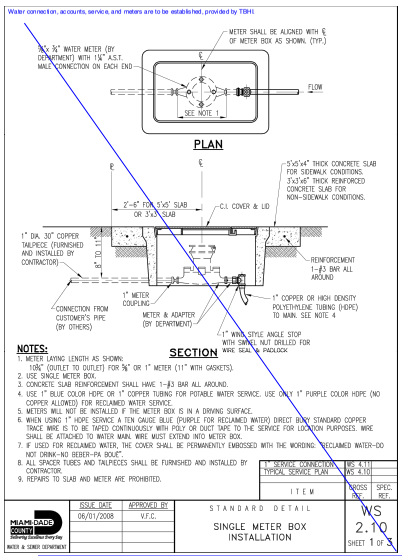
NOTES
1. DETECTABLE WARNING SURFACE AS REQUIRED PER AMERICAN WITH DISABILITIES ACT DESIGN STANDARDS REQUIRED AT ALL CONCRETE SIDEWALK LANDINGS WITHIN PROJECT LIMITS.
2. STAMPED CONCRETE IS NOT PERMITTED FOR DETECTABLE WARNING SURFACES. ARMORTILE OR AN APPROVED EQUAL SHALL BE USED.
3. WHEN NOT PLACED ON CURB RAMPS, DETECTABLE WARNING S SHALL BE PLACED ON THE WALKING SURFACES ADJOINING A VEHICULAR WAY. THE BOUNDARY BETWEEN THE AREAS SHALL BE DEFINED BY A CONTINUOUS DETECTABLE WARNING WHICH IS 36" WIDE.
4. UNLESS NOT PLACED DIRECTLY ON A RAMP, DETECTABLE WARNING SURFACE MUST NOT EXCEED 2% SLOPE IN ANY DIRECTION.
5. WHEN PLACED ON CURB RAMPS, D ETECTABLE WARNING SURFACE SHALL EXTEND THE FULL LENGTH AND WIDTH OF THE RAMP. FOR RAMPS WITHIN F OOT RIGHT-OF-WAY, REFER TO THE LATEST VERSION OF THE FOOT DESIGN ST ANDARDS INDEX #304.
6. CONSTRUCTION OF DETECTABLE WARNING SURFACE IS NOT LIMITED TO CONCRETE MA TERIAL. HOWEVER, PRIOR TO CONSTRUCTION, THE CONTRACTOR MUST INFORM TO THE ENGINEER OF RECORD THE PROPOSED MATERIAL FOR TH E DETECTABLE WARNING SURFACE. CONTR ACTOR MUST ENSURE THAT THE FOLLOWING TRUNCATED DOME CRITERIA IS MET:
   A. D ETECTABLE WARNING SURFACES SHALL CONTRAST VISUALLY WITH ADJOINING SURFACES. THE MATERIAL USED TO PROVIDE CONTR AST SHOULD CONTRAST BY AT LEAST 70%.
   B. 90% OF THE INDIVIDUAL TRUNCATED DOMES MUST COMPLY WITH THE SPECIFIED DIMENSIONS A ND D ESIGN CRITERIA.
   C. N OT WO ADJAC ENT DO MES MAY BE NON-COMPLIANT.
   D. SURFACE MAY NOT DEVIATE MORE THAN 0.1" FROM A TRUE PLANE.




**DETECTABLE WARNING**
N.T.S.



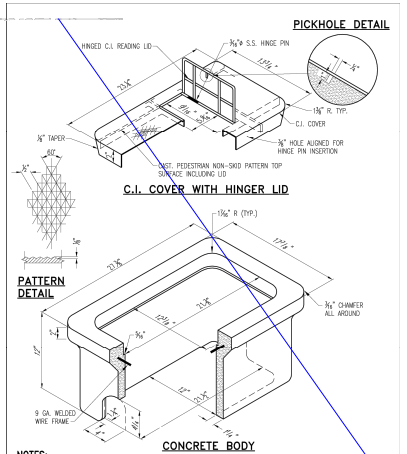

**FULL DEPTH ASPHALT PAVEMENT SECTION**
N.T.S.




NOTES:
1. METER LAYING LENGTH AS SHOWN: 10⅜" (OUTLET TO OUTLET) FOR ¾" OR 1" METER (1" WITH GASKETS).
2. USE SINGLE METER BOX.
3. CONCRETE SLAB REINFORCEMENT SHALL HAVE 1-#3 BAR ALL AROUND.
4. USE 1" BLUE COLOR HDPE OR 1" COPPER TUBING FOR POTABLE WATER SERVICE. USE ONLY 1" PURPLE COLOR HDPE (NO COPPER ALLOWED) FOR RECLAIMED WATER SERVICE.
5. METERS WILL NOT BE INSTALLED IF THE METER BOX IS IN A DRIVING SURFACE.
6. WHEN USING 1" HDPE SERVICE A TEN GAUGE BLUE (PURPLE FOR RECLAIMED WATER) DIRECT BURY STANDARD COPPER TRACE WIRE IS TO BE TAPED CONTINUOUSLY WITH POLY OR DUCT TAPE TO THE SERVICE FOR LOCATION PURPOSES. WIRE SHALL BE ATTACHED TO WATER MAIN. WIRE MUST EXTEND INTO METER BOX.
7. IF USED FOR RECLAIMED WATER, THE COVER SHALL BE PERMANENTLY EMBOSSED WITH THE WORDING: "RECLAIMED WATER-DO NOT DRINK-NO BEBER-PA BOUE".
8. ALL SPACER TUBES AND TAILPIECES SHALL BE FURNISHED AND INSTALLED BY CONTRACTOR.
9. REPAIRS TO SLAB AND METER ARE PROHIBITED.

| ITEM | CROSS REF. | SPEC. REF. |
|---|---|---|
| 1" SERVICE CONNECTION TYPICAL SERVICE PLAN | WS 4.11 WS 4.10 | |

MIAMI-DADE COUNTY Delivering Excellence Every Day
WATER & SEWER DEPARTMENT
ISSUE DATE 06/01/2008
APPROVED BY V.F.C.
STANDARD DETAIL
SINGLE METER BOX INSTALLATION
WS 2.10
SHEET 1 OF 3




NOTES:
1. SOME DIMENSIONS MAY VARY WITH DEPARTMENT APPROVAL.
   LID WT.= MAX. 53 LBS., MIN. 42 LBS.
2. METERS WILL NOT BE INSTALLED IF THE METER BOX IS IN A DRIVING SURFACE.

| ITEM | CROSS REF. | SPEC. REF. |
|---|---|---|
| 1" SERVICE CONNECTION TYPICAL SERVICE PLAN | WS 4.11 WS 4.10 | |

MIAMI-DADE COUNTY Delivering Excellence Every Day
WATER & SEWER DEPARTMENT
ISSUE DATE 06/01/2008
APPROVED BY V.F.C.
STANDARD DETAIL
SINGLE METER BOX DETAIL
WS 2.10
SHEET 2 OF 3

PHASE 1 is work by 1177 Bay Harbor Islands, LLC. The scope consists of all work within the property, landscape* along the east, and entrance apron. The remaining scope is work by others. Reference the SCOPE OF WORK document for outline of the work that is included and the QUALIFICATIONS and ASSUMPTIONS document.

PHASE 2 is work by the Town of Bay Harbor Islands or others. The scope consists of the of the dock, work to the west of the existing sea wall, and all work outside of the property line inclusive of the east sidewalk, all utilities (except for the plumbing, irrigation, and electrical within the property line).

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
*Check positive response codes before you dig!*

PERMIT SET


cma
3150 SW 38th Avenue
Suite 950
Miami, FL 33146
786.497.1500
www.chenmoore.com


REGISTRATION

This item has been digitally signed and sealed by GREGORY A. MENDEZ, PE, on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

GREGORY A. MENDEZ LICENSE No. 64718 STATE OF FLORIDA PROFESSIONAL ENGINEER

SIGNATURE DATE: 10/13/2025

Exhibit A
11/26/2025
1177 Bay Harbor Islands, LLC

PROJECT INFORMATION

**9600 W. BAY HARBOR DR. KAYAK PARK**

BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER
25-0326.00012

CLIENT PROJECT NUMBER

VERIFY SCALES
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
SEPTEMBER 2025

DESIGNED BY
AQ

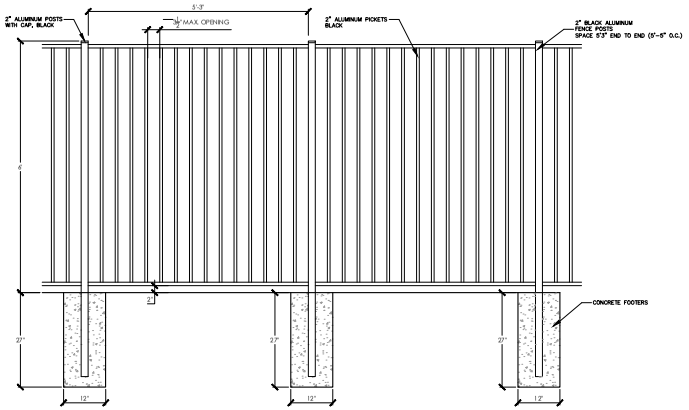
DRAWN BY
AQ

CHECKED BY
GAM

DRAWING TITLE
**CONSTRUCTION DETAILS**

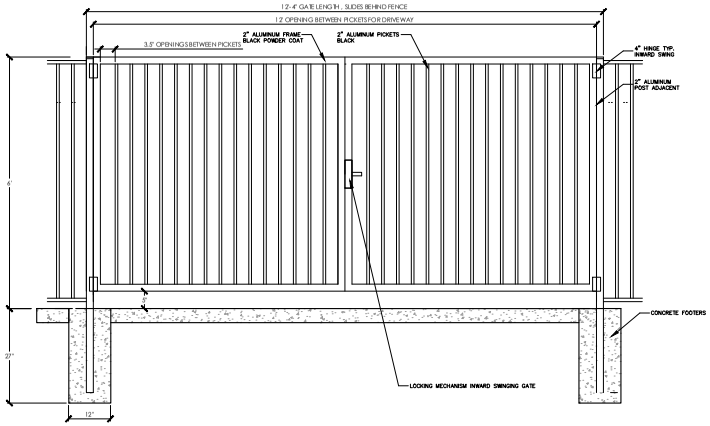
DRAWING NUMBER
**C6.01**
07 OF 26


Plot Date: 10/13/2025 8:17:45 AM Username: pisalomon Layout Name: C6.01
Folder Path: K:\Projects\2025\25-0326.00012 - 9600 Street Kayak Park Renovation Design\CAD\Sheets Filename: 25-0326.00012 Details.dwg




## 1 ALUMINUM FENCE ELEVATION

3/4" = 1'-0" 323119-37

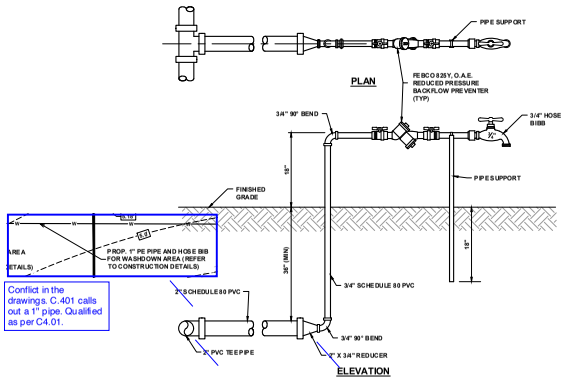



## 2 ALUMINUM VEHICULAR DOUBLE SWING GATE

3/4" = 1'-0" 323119-38

### DESIGN NOTES

1. DETAILS AND DIMENSIONS ARE FOR REFERENCE PURPOSES ONLY TO CONVEY DESIGN INTENT, COLOR PALETTE AND SURFACE TREATMENT AND/OR FINISHES.
2. ~~CONTRACTOR SHALL PROVIDE SIGNED & SEALED SHOP DRAWINGS FOR FENCING AND GATES, INCLUDING BUT NOT LIMITED TO RAILS, PICKETS, FOOTERS, EMBEDMENT, MECHANICAL CONNECTIONS, HARDWARE, ETC. SHOP DRAWINGS SHALL BE SIGNED AND SEALED BY A REGISTERED ENGINEERING IN THE STATE OF FLORIDA DEPICTING THE WIND DESIGN CRITERIA PER FBC, MOST CURRENT EDITION~~. ALL HARDWARE SHALL COMPLY WITH FLORIDA BUILDING CODE, CURRENT EDITION AND ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES WIND




Conflict in the drawings. C.401 calls out a 1" pipe. Qualified as per C4.01.

## 03 REDUCED PRESSURE ZONE (RPZ) & HOSE BIB

NOTES

1. RAD SPORTZ KYAK STORAGE RACK -3-LEVEL FREESTANDING ADJUSTABLE STAND WITH PADDED ARMS AND 300LB CAPACITY FOR CANOES, SUP, OR PADDELBOARDS.

## 04 KAYAK RACK

PHASE 1 is work by 1177 Bay Harbor Islands, LLC. The scope consists of all work within the property, landscape* along the east, and entrance apron. The remaining scope is work by others. Reference the SCOPE OF WORK document for outline of the work that is included and the QUALIFICATIONS and ASSUMPTIONS document.

PHASE 2 is work by the Town of Bay Harbor Islands or others. The scope consists of the of the dock, work to the west of the existing sea wall, and all work outside of the property line inclusive of the east sidewalk, all utilities (except for the plumbing, irrigation, and electrical within the property line).

Sunshine811

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

*Check positive response codes before you dig!*

PERMIT SET


cma

3150 SW 38th Avenue
Suite 950
Miami, FL 33146
786.497.1500
www.chenmoore.com


REGISTRATION

This item has been digitally signed and sealed by GREGORY A. MENDEZ, PE, on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

GREGORY A. MENDEZ LICENSE No. 64715 STATE OF FLORIDA PROFESSIONAL ENGINEER

SIGNATURE DATE: 10/13/2025

Exhibit A

11/26/2025
1177 Bay Harbor Islands, LLC

BAY HARBOR ISLANDS

PROJECT INFORMATION

**9600 W. BAY HARBOR DR. KAYAK PARK**

BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER
25-0326.00012

CLIENT PROJECT NUMBER

VERIFY SCALES
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
SEPTEMBER 2025

DESIGNED BY
AQ

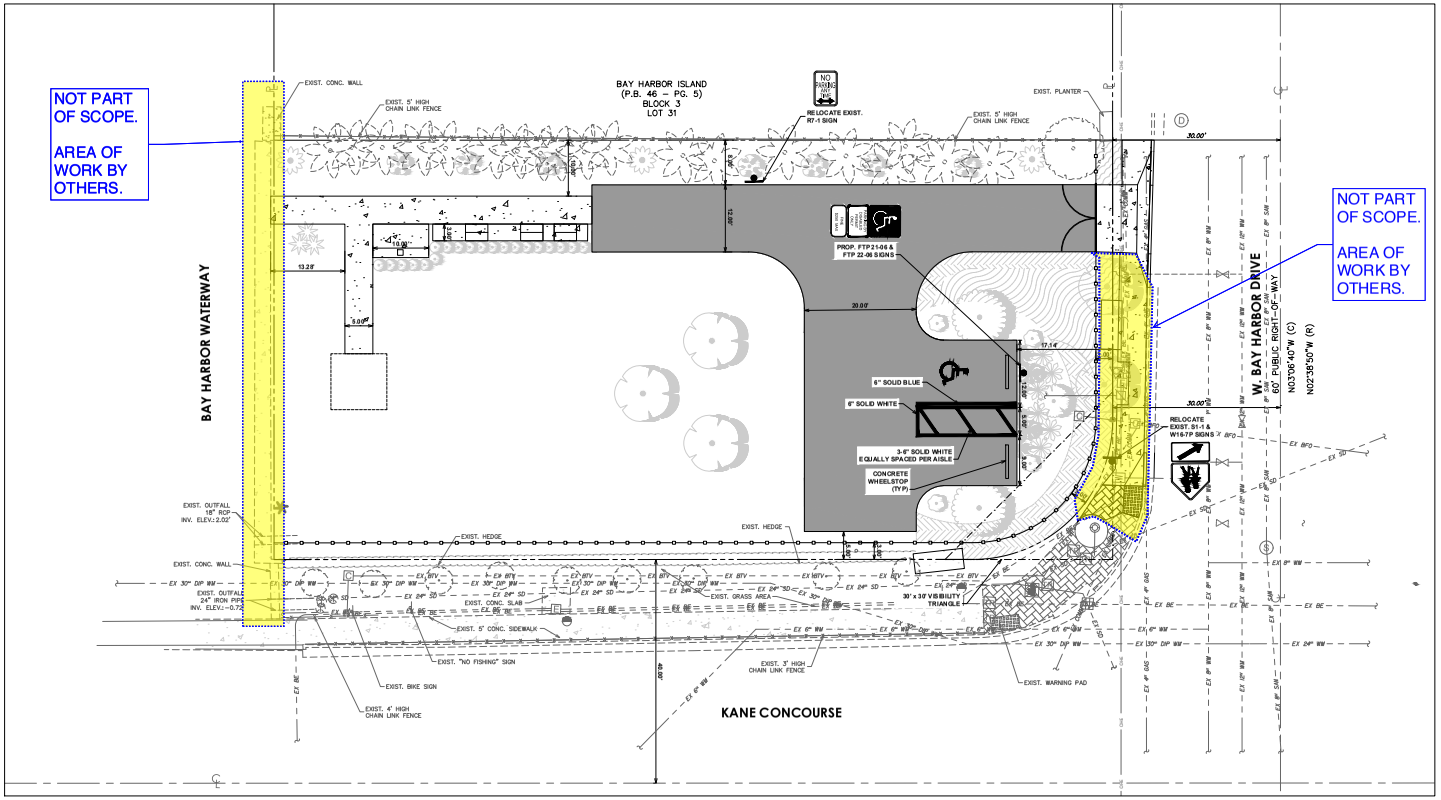
DRAWN BY
AQ

CHECKED BY
GAM

DRAWING TITLE
**CONSTRUCTION DETAILS**

DRAWING NUMBER
**C6.02**
08 OF 26


Plot Date: 10/13/2025 8:17:50 AM Username: pisalamon Layout Name: C6.02
Folder Path: K:\Projects\2025\25-0326.00012 - 9600 Street - Kayak Park Renovation Design\Design\CAD\Sheets Filename: 25-0326.00012 Details.dwg



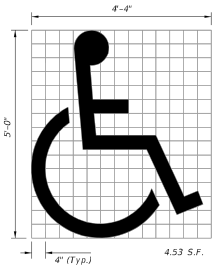

GRAPHIC SCALE
0 5 10 20
1 INCH = 10 FEET

## LEGEND

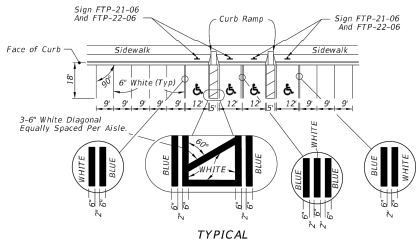
- EXISTING LIMITS OF ASPHALT
- EXISTING WOOD FENCE
- EXISTING CHAIN OR WIRE FENCE
- EXISTING HEDGE LINE
- EXISTING TREE
- EXISTING PALM
- EXISTING GUY WIRE
- EXISTING GUY WIRE
- EXISTING ELECT. TRAFFIC CONTROL BOX
- EXISTING PED. CROSSING SIGNAL
- EXISTING COMMUNICATION BOX
- EXISTING LIGHT POLE
- EXISTING CONC. POWER POLE
- EXISTING TRAFFIC LIGHT METAL POLE
- EXISTING FIRE HYDRANT
- EXISTING IRRIGATION APPARATUSES
- EXISTING BACK FLOW PREVENTER
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING SIGN
- EXISTING SANITARY MANHOLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING CURB INLET
- EXISTING STREET SIGN AND POST
- EXISTING WARNING PAD
- EXISTING PAVERS
- EXISTING CONCRETE
- SIGHT TRIANGLE
- PROPOSED STREET SIGN AND POST
- PROPOSED CONCRETE
- PROPOSED ASPHALT
- PROPOSED WARNING PAD
- PROPOSED PAVERS

PHASE 1 is work by 1177 Bay Harbor Islands, LLC. The scope consists of all work within the property, landscape* along the east, and entrance apron. The remaining scope is work by others. Reference the SCOPE OF WORK document for outline of the work that is included and the QUALIFICATIONS and ASSUMPTIONS document.

PHASE 2 is work by the Town of Bay Harbor Islands or others. The scope consists of the of the dock, work to the west of the existing sea wall, and all work outside of the property line inclusive of the east sidewalk, all utilities (except for the plumbing, irrigation, and electrical within the property line).




UNIVERSAL SYMBOL OF ACCESSIBILITY
FDOT INDEX 711-001




ACCESSIBLE PARKING STRIPING DETAIL
FDOT INDEX 711-001

VERTICAL DATUM INFORMATION
ALL ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
CONVERSION FACTOR:
NGVD29 -1.55 = NAVD88 IN THIS AREA

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

PERMIT SET

cma
3150 SW 38th Avenue
Suite 950
Miami, FL 33146
786.497.1500
www.chenmoore.com

REGISTRATION

This item has been digitally signed and sealed by GREGORY A. MENDEZ, PE, on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

GREGORY A. MENDEZ LICENSE No. 64718 STATE OF FLORIDA PROFESSIONAL ENGINEER

Exhibit A
11/26/2025
1177 Bay Harbor Islands, LLC

CLIENT

PROJECT INFORMATION

9600 W. BAY HARBOR DR. KAYAK PARK

BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER
25-0326.00012

CLIENT PROJECT NUMBER

VERIFY SCALES
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
SEPTEMBER 2025

DESIGNED BY
AQ

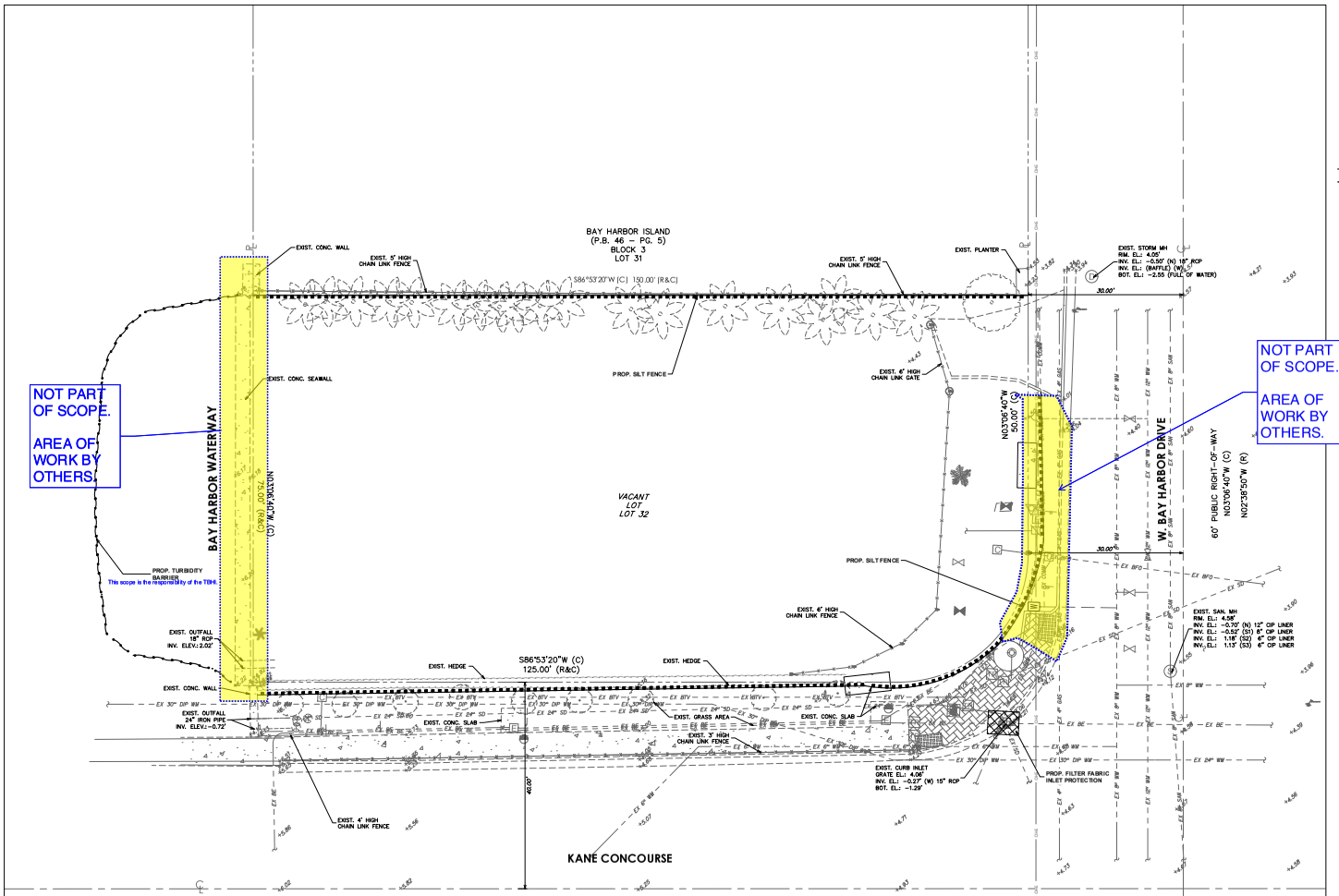
DRAWN BY
LD

CHECKED BY
GAM

DRAWING TITLE
SIGNAGE AND PAVEMENT MARKINGS PLAN

DRAWING NUMBER
C7.01
09 OF 26

Plot Date: 10/13/2025 8:18:06 AM Username: akipilada Layout Name: C7.01
Folder Path: X:\Projects\2025\25-0326.00012 - 9600 Street Kayak Park Renovation Design\Design\CAD\Sheets Filename: 25-0326.00012 Signage and Markings.dwg




GRAPHIC SCALE
0 5 10 20
1 INCH = 10 FEET

LEGEND
- TEMPORARY SILT FENCE
- TEMPORARY TURBIDITY BARRIER
- TEMPORARY FILTER FABRIC INLET PROTECTION

PHASE 1 is work by 1177 Bay Harbor Islands, LLC. The scope consists of all work within the property, landscape* along the east, and entrance apron. The remaining scope is work by others. Reference the SCOPE OF WORK document for outline of the work that is included and the QUALIFICATIONS and ASSUMPTIONS document.

PHASE 2 is work by the Town of Bay Harbor Islands or others. The scope consists of the of the dock, work to the west of the existing sea wall, and all work outside of the property line inclusive of the east sidewalk, all utilities (except for the plumbing, irrigation, and electrical within the property line).

VERTICAL DATUM INFORMATION
ALL ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
CONVERSION FACTOR:
NGVD29 -1.55 = NAVD88 IN THIS AREA

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

PERMIT SET

cma
3150 SW 38th Avenue
Suite 950
Miami, FL 33146
786.497.1500
www.chenmoore.com

REGISTRATION
This item has been digitally signed and sealed by GREGORY A. MENDEZ, PE, on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
GREGORY A. MENDEZ LICENSE No. 64718 STATE OF FLORIDA PROFESSIONAL ENGINEER

Exhibit A
11/26/2025
1177 Bay Harbor Islands, LLC

CLIENT
BAY HARBOR ISLANDS

PROJECT INFORMATION
9600 W. BAY HARBOR DR. KAYAK PARK
BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER
25-0326.00012

CLIENT PROJECT NUMBER

VERIFY SCALES
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
SEPTEMBER 2025

DESIGNED BY
AQ

DRAWN BY
LD

CHECKED BY
GAM

DRAWING TITLE
STORMWATER POLLUTION PREVENTION PLAN

DRAWING NUMBER
C8.01
10 OF 26

Plot Date: 10/13/2025 8:18:13 AM Username: akojdada Layout Name: C8.01
Project Path: X:\Projects\2025\25-0326.00012 - 9600 Bay Harbor Islands Kayak Park Renovation Design\Design\CAD\Sheets Filename: 25-0326.00012 Stormwater pollution prevention plan.dwg

Plot Date: 10/13/2025 8:18:18 AM Username: psalamon Layout Name: C8.02
Folder Path: V:\Projects\2025\25-0326.00012 - 96th Street Kayak Park Renovation Design\Design\CAD\Sheets Filename: 25-0326.00012 Details.dwg

## 1. PROJECT/ SITE DESCRIPTION

A. CONSTRUCTION ACTIVITY:
DEMOLITION OF EXISTING ASPHALT, DEMOLITION OF EXISTING CONCRETE CURB, INSTALLATION OF NEW CONCRETE SIDEWALK, ASPHALT DRIVEWAY AND PARKING SPACES, SOD, 1" WATER SERVICE LINE, AND IRRIGATION SYSTEM.

PROJECT LIMITS: THE ENTIRE LOT AT 9600 W BAY HARBOR DR, AND APPROXIMATELY 70 LF OF THE ADJACENT RIGHT-OF-WAY ALONG W BAY HARBOR DR, FROM THE NORTHERN END OF THE EXISTING ASPHALT DRIVEWAY TO THE CROSSWALK. Only Phase 1 and phase 2 are part of the work to be performed by 1177 Bay Harbor Islands, LLC. Dock and any work related thereto, or any work west of the seawall is by others.

PROJECT DESCRIPTION:
THE PROJECT PROPOSES A KAYAK LAUNCH PARK WITH NEW CONCRETE SIDEWALK AND ASPHALT DRIVEWAY INSIDE THE PROPERTY, AND NEW CONCRETE SIDEWALK ALONG THE PUBLIC RIGHT OF WAY (EAST OF THE PROPERTY LINE). THE ONSITE DRAINAGE SYSTEM WILL BE IMPROVED, AS MORE PERVIOUS AREA IS BEING ADDED. A 1" WATER SERVICE LINE IS BEING ADDED TO THE SITE FOR A KAYAK WASHDOWN AREA.

B. MAJOR SOIL DISTURBING ACTIVITIES:
- ~~REMOVAL AND RELOCATION OF EXISTING UTILITIES.~~
- REMOVAL OF EXISTING ASPHALT.
- INSTALLATION OF WATER SERVICE LINE AND IRRIGATION SYSTEM.

C. TOTAL PROJECT AREA:
±0.27 ACRES
TOTAL AREA TO BE DISTURBED:
±0.27 ACRES
CONSISTING OF 0.26 AC WITHIN THE PROPERTY LINE, AND 0.01 AC OUTSIDE THE PROPERTY LINE.

D. (1) RUNOFF COEFFICIENTS BEFORE, DURING, AND AFTER CONSTRUCTION:
BEFORE: 0.98
DURING: 0.98
AFTER: 0.98

E. FOR LOCATIONS OF DRAINAGE AREAS AND OUTFALLS:
ONSITE DRAINAGE WILL BE CONTAINED WITHIN THE PROPERTY LINE. OFFSITE DRAINAGE WILL BE HANDLED BY EXISTING ROADWAY STORMWATER SYSTEM, INCLUDING VALLEY GUTTERS AND INLETS.

F. (1) NAME OF RECEIVING WATERS: NONE (2) WETLAND AREA: NONE

Parking lot is pitched towards the east. The design is understood to be within an requirements of the governing Authorities Having Jurisdiction. Any changes or further requirements to adjustments are the sole responsibility of the TBHI.

2. CONTROLS
NARRATIVE - SEQUENCE OF SOIL DISTURBING ACTIVITIES AND IMPLEMENTATION OF CONTROLS:
INSTALLATION OF PROPOSED INLET PROTECTION, SILT FENCE, AND TURBIDITY BARRIER SHALL PRECEDE DEMOLITION ACTIVITIES. THESE ITEMS SHALL BE REMOVED FOLLOWING COMPLETION OF CONSTRUCTION ACTIVITIES.

A. EROSION AND SEDIMENT CONTROLS:
(1) STABILIZATION PRACTICES:
THE CONTRACTOR WILL MAINTAIN INLET PROTECTION, SILT FENCE, AND TURBIDITY BARRIER.
(2) STRUCTURAL PRACTICES:
CURB & GUTTER AND INLET PROTECTION.

B. DESCRIPTION OF STORM WATER MANAGEMENT:
CONTRACTOR SHALL INSTALL AND MAINTAIN THE EROSION AND SEDIMENT CONTROL DESCRIBED HEREIN. AFTER ANY RAIN EVENT, THE CONTRACTOR WILL REPAIR OF REPLACE ANY AFFECTED CONTROLS (FILTER FABRIC, SILT FENCE, TURBIDITY BARRIER).

C. OTHER CONTROLS:
(1) WASTE DISPOSAL:
- ANY CONSTRUCTION DEBRIS GENERATED AS A RESULT OF THIS PROJECT WILL BE DISPOSED OF OFF-SITE AT AN APPROPRIATE WASTE DISPOSAL FACILITY.
- CONCRETE WASH OUT LOCATIONS WILL BE PROVIDED IN AREA WHERE THE DISPOSAL MATERIALS WILL BE CONTAINED SO AS TO PREVENT DISCHARGE OUTSIDE OF THE PROJECT LIMITS AND INTO THE WATERWAYS.
- NEW AND EXISTING DRAINAGE STRUCTURE WILL BE PROTECTED WITH SYNTHETIC BALES AND/OR FILTER FABRIC.
- STAGING AREAS WILL BE LOCATED WITHIN THE PROJECT WORK ZONE UNLESS REQUESTED OTHERWISE FOR APPROVAL.
- LITTER WILL BE DEPOSITED IN APPROPRIATE LOCATIONS. A DUMPSTER MAY BE PROVIDED AT THE SITE DEPENDING ON THE AMOUNT OF LITTER GENERATED.
- LOADED TRUCKS WILL BE COVERED WITH TARPS.
- SWEEPERS AND/OR WATER TRUCKS WILL BE PROVIDED TO REDUCE DUST DAILY.
- SOIL PREVENTION TRACKING WILL BE INSTALLED AS PER THE SWPP AND/OR AS DIRECTED BY VILLAGE INSPECTOR.

(2) SANITARY WASTE: REGULAR AND ADEQUATE MAINTENANCE SHALL BE PROVIDED TO THE TEMPORARY SANITARY FACILITIES.
(3) FERTILIZERS, PESTICIDES AND TREES: NO FERTILIZERS OR PESTICIDES SHALL BE APPLIED. ALL TREES WITHIN PROJECT LIMITS THAT ARE TO REMAIN AS PER FDOT INDEX NO.544 SHALL BE PROTECTED.
(4) TOXIC SUBSTANCES: TOXIC SUBSTANCES WILL NOT BE STORED AT THE SITE.
(5) NON-STORM WATER DISCHARGE (INCLUDING SPILL REPORTING): NO NON-STORMWATER DISCHARGES ARE ANTICIPATED AT THIS TIME. CONTAMINATED SOIL OR GROUNDWATER ENCOUNTERED SHALL BE REPORTED IMMEDIATELY TO VILLAGE PERSONNEL WHEN DEWATERING IS IMPLEMENTED, THE WATER WILL BE DEPOSITED IN A CONTROLLED AREA ON-SITE TO PREVENT OFF-SITE DISCHARGE OR AS APPROVED BY PERMIT.
(6) EROSION CONTROL DEVICES: LOCATIONS AND TYPES OF ALL EROSION CONTROL DEVICES SHALL BE INSTALLED AS DIRECTED BY PLAN AND/OR BY TOWN OF BAY HARBOR ISLANDS. CONTRACTOR SHALL IMPLEMENT THE SWPP AS PER CONTRACT PLANS. HOWEVER, IT MAY BE REVISED BASED ON ACTUAL FIELD CONDITIONS AT THE TIME WORK IS BEING PERFORMED, FIELD MODIFICATIONS WILL BE APPROVED BY TOWN OF BAY HARBOR ISLANDS. MONITORING SHALL BE PERFORMED ON A WEEKLY BASIS AND AFTER A 1/2" STORM EVENT WITH ROUTINE MAINTENANCE AND REPLACEMENT OF ANY DEVICES AS REQUIRED. CONTAINMENT OR REMOVAL OF POLLUTANTS SHALL BE IN ACCORDANCE WITH ALL APPLICABLE STATE AND TOWN OF BAY HARBOR ISLANDS REGULATIONS AND/OR FDOT STANDARD SPECIFICATIONS. THE RESPONSIBLE PERSONS FOR MONITORING AND MAINTAINING THE EROSION CONTROL DEVICES SHALL BE:
OWNER: TOWN OF BAY HARBOR ISLANDS PUBLIC WORKS DEPARTMENT
CONTRACTOR: TBA

D. APPROVED STATE, LOCAL PLANS, OR STORM WATER PERMITS:
(1) TBD

C.5.1 - Geo-technical reports and studies have not been provided by the TBHI. Existing conditions are the responsibility of the TBHI.

C.5.2 - Any the cost and remediation of any existing contaminated soil is the responsibility of the TBHI and is expressly excluded from the scope. All remediation costs are the responsibility of the TBHI.

PHASE 1 is work by 1177 Bay Harbor Islands, LLC. The scope consists of all work within the property, landscape* along the east, and entrance apron. The remaining scope is work by others. Reference the SCOPE OF WORK document for outline of the work that is included and the QUALIFICATIONS and ASSUMPTIONS document.

PHASE 2 is work by the Town of Bay Harbor Islands or others. The scope consists of the of the dock, work to the west of the existing sea wall, and all work outside of the property line inclusive of the east sidewalk, all utilities (except for the plumbing, irrigation, and electrical within the property line).

3. MAINTENANCE:
- ALL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER: IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF REPORT.
- PROTECT ALL INLETS SURROUNDING CONSTRUCTION SITE.
- STREET SWEEPING AND DUST PREVENTION MUST BE IMPLEMENTED DAILY

4. INSPECTION:
A.A. QUALIFIED PERSONNEL FROM THE CONTRACTOR SHALL INSPECT THE BMPs DAILY THROUGHOUT THE CONSTRUCTION PERIOD.

A.B. PREPARATION OF THE CONTRACTORS WEEKLY REPORT OF INSPECTION, MAINTENANCE AND REPAIRS FOR THE CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION SHALL BE INCLUDED THE FOLLOWING:

- DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.
- AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.
- STRUCTURAL CONTROLS.
- STORMWATER MANAGEMENT SYSTEMS.
- LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.
- STREET SWEEPING AND DUST CONTROL

A.A. A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. IF REPAIR IS NECESSARY IT WILL BE INITIATED WITHIN 24 HOURS OF THE REPORT.

A.D. REMOVES EXCESS DIRT FROM ALL ROADS ADJACENT TO PROJECT AREA ON A DAILY BASIS.

A.E. SEDIMENT FOUND IN DRAINAGE INSPECTION WILL REQUIRE DRAINAGE SYSTEM CLEANING BY CONTRACTOR.

EROSION AND SEDIMENT CONTROL NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE PLANS, SPECIFICATION, APPLICABLE PERMIT(S), AND THE PREVENTION, CORRECTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION IN ACCORDANCE WITH CHAPTER 62-302, FLORIDA ADMINISTRATIVE CODE.

2. EROSION AND SEDIMENT CONTROL BARRIERS SHALL BE PLACED WHERE THERE IS POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION.

3. THE SITE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.

4. THE SITE CONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE OF BEST MANAGEMENT PRACTICES (BMPs) TO MAKE SURE THEY ARE FUNCTIONING AS DESIGNED AT ALL TIMES.

5. THE BMP STRUCTURES SHALL BE INSPECTED AFTER EACH RAIN AND REPAIRS MADE AS NEEDED. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-THIRD THE HEIGHT OF THE BARRIER.

6. SOD SHALL BE PLACED IN AREAS WHICH MAY REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITY STANDARDS ARE MAINTAINED AND WHERE NO ACTIVE CONSTRUCTION IS OCCURRING.

7. THE CONTRACTOR SHALL PAY FOR ANY WATER QUALITY CONTROL VIOLATIONS FROM ANY AGENCY THAT RESULTS IN FINES BEING ASSESSED TO THE OWNER BECAUSE OF THE CONTRACTOR'S FAILURE TO ELIMINATE TURBID RUNOFF FROM LEAVING THE SITE AND RAISING BACKGROUND LEVELS OF TURBIDITY ABOVE EXISTING BACKGROUND LEVELS. Only during the time that the contractor is performing the work of building the park as part of phase 1 and 2.

8. WIRE MESH SHALL BE LAID OVER THE TOP DROP INLET SO THAT THE WIRE EXTENDS A MINIMUM OF 1 FOOT BEYOND EACH SIDE OF THE INLET STRUCTURE. HARDWARE CLOTH OR COMPARABLE WIRE MESH WITH ½ - INCH OPENING SHALL BE USED. IF MORE THAN ONE STRIP OF MESH IS NECESSARY THE STRIPS SHALL BE OVERLAPPED.

9. FDOT NO. 1 COARSE AGGREGATE SHALL BE PLACED OVER THE WIRE MESH AS INDICATED ON DETAIL. THE DEPTH OF STONE SHALL BE AT LEAST 12 INCHES OVER THE ENTIRE INLET OPENING. THE STONE SHALL EXTEND BEYOND THE INLET OPENING AT LEAST 18 INCHES ON ALL SIDES.

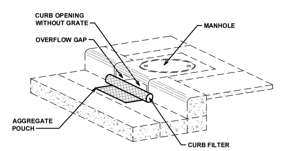
10. IF THE STONE FILTER BECOMES CLOGGED WITH SEDIMENT SO THAT IT NO LONGER ADEQUATELY PERFORMS ITS FUNCTION, THE STONE MUST BE PULLED AWAY FROM THE INLET, CLEANED AND REPLACED.

11. THE FILTER BARRIER SHALL BE ENTRENCHED AND BACKFILLED. A TRENCH SHALL BE EXCAVATED AROUND THE INLET AND WIDTH OF A BALE TO A MINIMUM DEPTH OF FOUR INCHES. AFTER THE BALES ARE STACKED, THE EXCAVATED SOIL SHALL BE BACKFILLED AND COMPACTED AGAINST THE FILTER BARRIER.

TURBIDITY BARRIERS

12. FLOATING TURBIDITY BARRIERS WILL BE PLACED AT ALL OUTFALL LOCATIONS CONNECTED TO THE WORK AREA DURING ACTIVE CONSTRUCTION. IF SEAGRASSES ARE PRESENT BARRIERS WILL NOT BE PLACED OVER THEM. THE FLOATING TURBIDITY BARRIERS SHALL BE INSTALLED IN A MANNER TO PREVENT MANATEE ENTANGLEMENT. This scope is the responsibility of the TBHI.

13. TURBIDITY BARRIERS TO BE MARKED WITH SITE CONTRACTOR'S COMPANY NAME USING PERMANENT MARKINGS NO SMALLER THAN 3 INCHES IN HEIGHT ON THE TOP OF THE BARRIER. This scope is the responsibility of the TBHI.




NOTES:
1. INSTALL CURB FILTERS AT ALL INLETS WITHOUT GRATES TO KEEP SILT, SEDIMENT AND CONSTRUCTION DEBRIS OUT OF THE STORM SYSTEM
2. THE CURB FILTER SHALL BE DANDY CURB AS MANUFACTURED BY DANDY PRODUCTS INC., OR EQUAL. SUBMIT SHOP A SHOP DRAWING FOR THE CURB FILTERS.
3. THE CURB FILTER SHALL FORM OF A CYLINDRICAL TUBE PLACED IN FRONT OF AND EXTENDING BEYOND THE INLET OPENING ON BOTH SIDES.
4. THE CURB FILTER SHALL HAVE A POUCH ON THE STREET SIDE OF THE UNIT FOR STONE AGGREGATE TO HOLD THE FILTER IN PLACE.
5. THE CURB FILTER SHALL BE CONSTRUCTED OF A HIGH VISIBILITY ORANGE MONOFILAMENT FABRIC.
6. FILL POUCH WITH FDOT #57 STONE AGGREGATE TO A LEVEL (AT LEAST HALF-FULL) THAT WILL KEEP UNIT IN PLACE DURING A RAIN EVENT AND CREATE A SEAL BETWEEN THE CURB FILTER AND THE SURFACE OF THE STREET.
7. CENTER THE UNIT AGAINST CURB OR MEDIAN INLET OPENING SO THAT THE CURB SIDE OF THE UNIT CREATES A SEAL WITH THE CURB OR MEDIAN BARRIER AND INLET STRUCTURE. THERE WILL BE APPROXIMATELY TWELVE (12) INCHES OF THE INLET PROTECTION UNIT OVERHANGING ON EACH SIDE OF THE OPENING.
8. THE CONTRACTOR SHALL REMOVE ALL ACCUMULATED SEDIMENT AND DEBRIS FROM SURFACE AND VICINITY OF UNIT AFTER EACH RAIN EVENT.

## CURB INLET PROTECTION - CURB FILTER
N.T.S.

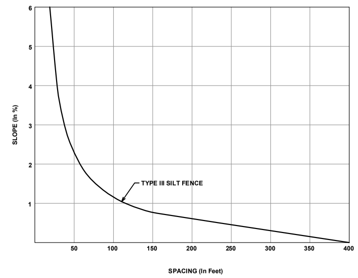
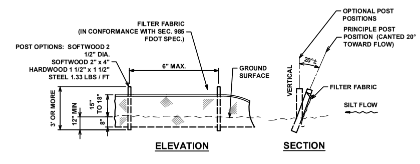
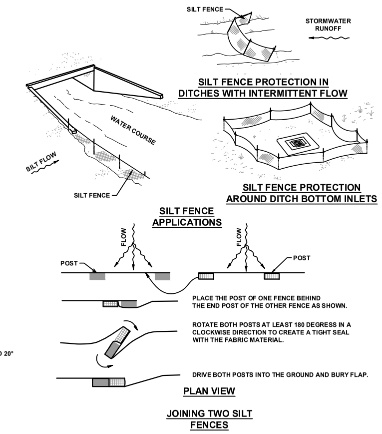



CHART 1: SILT FENCE SPACING




ELEVATION SECTION

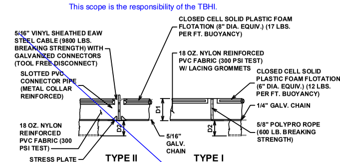
TYPE III SILT FENCE




NOTES:
1. WHERE USED IN DITCHES, THE SPACING FOR TYPE III SILT FENCE SHALL BE IN ACCORDANCE WITH CHART 1.
2. DO NOT CONSTRUCT SILT FENCES ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.
3. WHERE USED AS SLOPE PROTECTION . SILT FENCE IS TO BE CONSTRUCTED ON 0% LONGITUDINAL GRADE TO AVOID CHANNELIZING RUNOFF ALONG THE LENGTH OF THE FENCE.

## SILT FENCE
N.T.S.

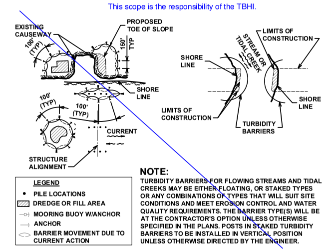
This scope is the responsibility of the TBHI.




D1 =5' STD. (SINGLE PANEL FOR DEPTHS 5' OR LESS).
D2 =5' STD. (ADDITIONAL PANEL FOR DEPTHS > 5').
CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET.
TWO (2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.

NOTE:
COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER.

FLOATING TURBIDITY BARRIER
This scope is the responsibility of the TBHI.

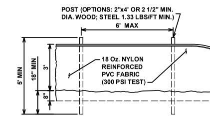



NOTE:
TURBIDITY BARRIERS FOR FLOWING STREAMS AND TIDAL CREEKS MAY BE EITHER FLOATING, OR STAKED TYPES OR ANY COMBINATIONS OF TYPES THAT WILL SUIT SITE CONDITIONS AND MEET EROSION CONTROL AND WATER QUALITY REQUIREMENTS. THE BARRIER TYPE(S) WILL BE AT THE CONTRACTOR'S OPTION UNLESS OTHERWISE SPECIFIED IN THE PLANS. POSTS IN STAKED TURBIDITY BARRIERS TO BE INSTALLED IN VERTICAL POSITION UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

TURBIDITY APPLICATIONS

This scope is the responsibility of the TBHI.

## TURBIDITY BARRIER - FLOATING
N.T.S.




STAKED TURBIDITY BARRIER
This scope is the responsibility of the TBHI.

NOTES: This scope is the responsibility of the TBHI.
1. TURBIDITY BARRIERS ARE TO BE USED IN ALL PERMANENT BODIES OF WATER REGARDLESS OF WATER DEPTH.
2. NUMBER AND SPACING OF ANCHORS DEPENDENT ON CURRENT VELOCITIES.
3. DEPLOYMENT OF BARRIER AROUND PILE LOCATIONS MAY VARY TO ACCOMMODATE CONSTRUCTION OPERATIONS.
4. NAVIGATION MAY REQUIRE SEGMENTING BARRIER DURING CONSTRUCTION OPERATIONS.
5. TYPE I TURBIDITY BARRIERS SHALL BE DESIGNED BY THE MANUFACTURER FOR USE IN CALM WATER AREAS SUCH AS SWALES, DITCHES, CANALS, SMALL PONDS, LAKES AND HARBORS. TYPE I TURBIDITY BARRIERS SHALL BE USED IN AREAS WHERE THERE IS NO CURRENT AND THE AREA IS SHELTERED FROM WIND AND WAVES.
6. TYPE II TURBIDITY BARRIERS ARE DESIGNED BY THE MANUFACTURER FOR AREAS WITH MOVING WATER, CURRENTS, WAVES OR TIDE. TYPE II TURBIDITY BARRIERS SHALL BE USED IN WATER LOCATIONS WITH WAVES UP TO TWO FEET (2'), MODERATE WIND, AND CURRENTS UP TO 2 KNOTS OR 3.5 FEET PER SECOND.
7. STAKED BARRIERS ARE CONTINUOUS PANELS OF PVC FABRIC THAT CONTAIN STORMWATER RUNOFF OR RE-DIRECT IT TO CHANNELS OR RETENTION AREAS.
8. CONSTRUCTION SPECIFICATIONS: THE AREA OF INSTALLATION FOR THE PROPOSED TURBIDITY BARRIER SHALL BE INSPECTED FOR OBSTACLES AND IMPEDIMENTS THAT COULD DAMAGE THE BARRIER OR IMPAIR ITS EFFECTIVENESS TO RETAIN SEDIMENTS. REMOVE MATERIALS, OBSTACLES AND IMPEDIMENTS THAT COULD DAMAGE OR IMPAIR THE EFFECTIVENESS OF THE TURBIDITY BARRIER.
9. MAINTENANCE: THE TURBIDITY BARRIER SHALL BE INSPECTED DAILY AND REPAIRED OR REPLACED IMMEDIATELY IF DAMAGED. IT IS NOT NORMALLY NECESSARY TO REMOVE SEDIMENT DEPOSITED BEHIND THE CURTAIN. HOWEVER, WHEN NECESSARY, REMOVAL SHALL BE DONE BY HAND PRIOR TO REMOVAL OF THE BARRIER. ALL REMOVED SILT SHALL BE STABILIZED AWAY FROM THE WATERBODY. THE BARRIER SHALL BE REMOVED SLOWLY AND BY CAREFULLY PULLING IT TOWARD THE CONSTRUCTION SITE TO MINIMIZE THE RELEASE OF SEDIMENTS.

**Sunshine 811**
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
*Check positive response codes before you dig!*

PERMIT SET

**cma** chen moore and associates
3150 SW 38th Avenue
Suite 950
Miami, FL 33146
786.497.1500
www.chenmoore.com

REGISTRATION
This item has been digitally signed and sealed by GREGORY A. MENDEZ, PE, on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

GREGORY A. MENDEZ LICENSE No. 64718 STATE OF FLORIDA PROFESSIONAL ENGINEER
SIGNATURE DATE: 10/13/2025

Exhibit A

11/26/2025
1177 Bay Harbor Islands, LLC

CLIENT
BAY HARBOR ISLANDS

PROJECT INFORMATION
**9600 W. BAY HARBOR DR. KAYAK PARK**
BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER
25-0326.00012

CLIENT PROJECT NUMBER

VERIFY SCALES
0 — 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
SEPTEMBER 2025

DESIGNED BY
AQ

DRAWN BY
AQ

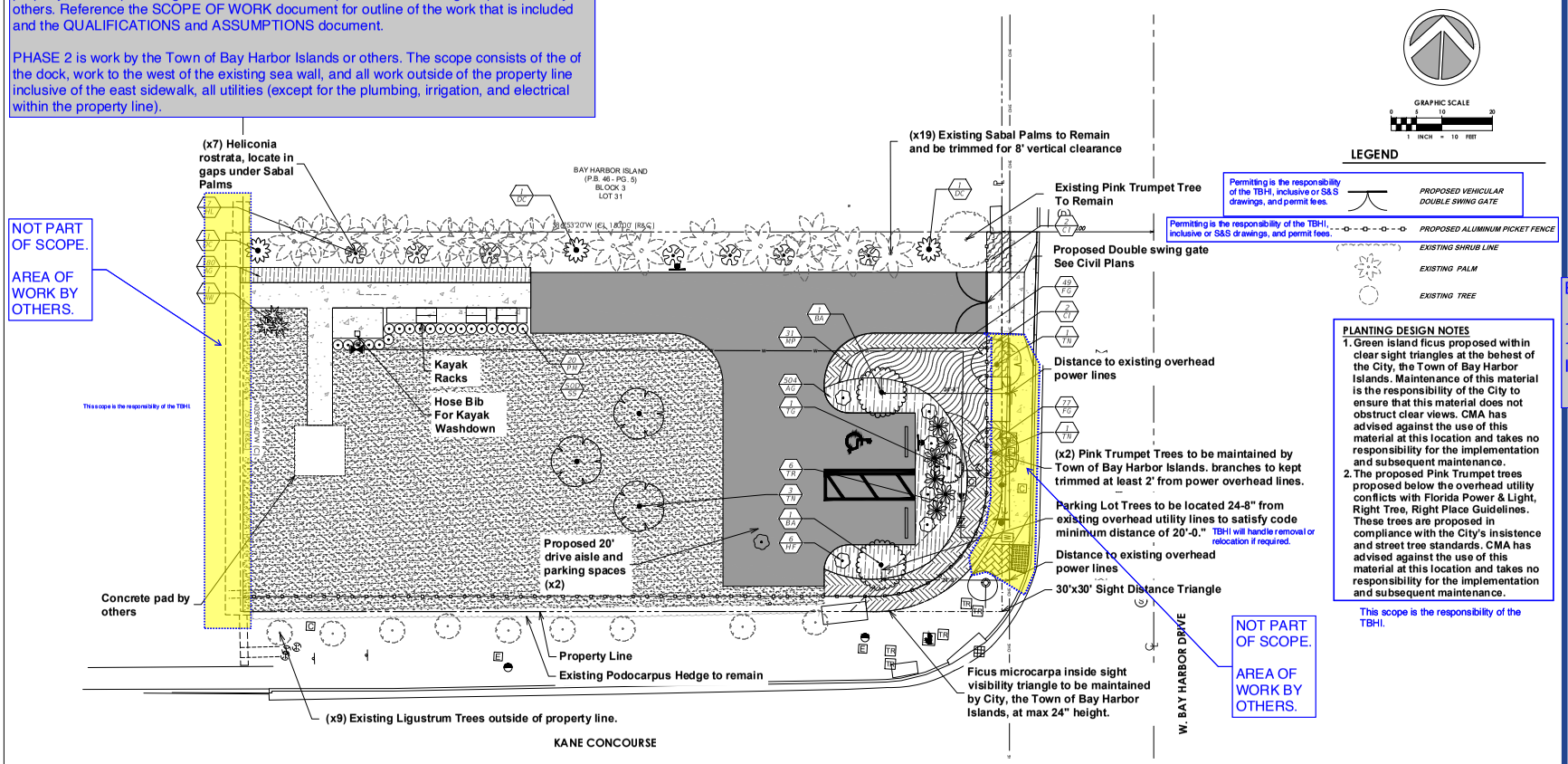
CHECKED BY
GAM

DRAWING TITLE
**STORMWATER POLLUTION PREVENTION DETAILS**

DRAWING NUMBER
**C8.02**

PHASE 1 is work by 1177 Bay Harbor Islands, LLC. The scope consists of all work within the property, landscape* along the east, and entrance apron. The remaining scope is work by others. Reference the SCOPE OF WORK document for outline of the work that is included and the QUALIFICATIONS and ASSUMPTIONS document.

PHASE 2 is work by the Town of Bay Harbor Islands or others. The scope consists of the of the dock, work to the west of the existing sea wall, and all work outside of the property line inclusive of the east sidewalk, all utilities (except for the plumbing, irrigation, and electrical within the property line).




GRAPHIC SCALE
0 5 10 20
1 INCH = 10 FEET

## LEGEND

- PROPOSED VEHICULAR DOUBLE SWING GATE
- PROPOSED ALUMINUM PICKET FENCE
- EXISTING SHRUB LINE
- EXISTING PALM
- EXISTING TREE

Permitting is the responsibility of the TBHI, inclusive or S&S drawings, and permit fees.

Permitting is the responsibility of the TBHI, inclusive or S&S drawings, and permit fees.

### PLANTING DESIGN NOTES

1. Green island ficus proposed within clear sight triangles at the behest of the City, the Town of Bay Harbor Islands. Maintenance of this material is the responsibility of the City to ensure that this material does not obstruct clear views. CMA has advised against the use of this material at this location and takes no responsibility for the implementation and subsequent maintenance.
2. The proposed Pink Trumpet trees proposed below the overhead utility conflicts with Florida Power & Light, Right Tree, Right Place Guidelines. These trees are proposed in compliance with the City's insistence and street tree standards. CMA has advised against the use of this material at this location and takes no responsibility for the implementation and subsequent maintenance.

This scope is the responsibility of the TBHI.

## PLANT SCHEDULE

| SYMBOL | CODE | QTY | COMMON NAME | BOTANICAL NAME | CONT | SIZE | NATIVE | REMARKS |
|---|---|---|---|---|---|---|---|---|
| TREES | | | | | | | | |
| | AW | 1 | PAUROTIS PALM | ACOELORRHAPHE WRIGHTII | SEE SIZE | 10' HT, MULTI-TRUNK | YES | MULTI-TRUNK, 10' HT, CLEAN TRUNKS |
| | BA | 2 | VERAWOOD | BULNESIA ARBOREA | SEE SIZE | 2.5" CAL., 12' HT, 6' SPRD | YES | |
| | DC | 3 | CABADA PALM | DYPSIS CABADAE | SEE SIZE | 5' HT. MIN. | NO | 5' HT MIN. 25 GALLON IS ACCEPTABLE TO MEET MIN. SIZE |
| | TN | 5 | PINK TRUMPET TREE | TABEBUIA HEPTAPHYLLA | SEE SIZE | 2.5" CAL., 12' HT. | NO | |
| | TR | 6 | FLORIDA THATCH PALM | THRINAX RADIATA | SEE SIZE | 4' O.A.H | YES | |
| | TG | 1 | PURPLE GLORY TREE | TIBOUCHINA GRANULOSA | SEE SIZE | 2" CAL, 6' - 8' HT | NO | |
| SYMBOL | CODE | QTY | COMMON NAME | BOTANICAL NAME | CONT | SIZE | NATIVE | SPACING / REMARKS |
| SHRUBS | | | | | | | | |
| | HL | 7 | LOBSTER CLAW | HELICONIA ROSTRATA | SEE SIZE | 4' - 5' HT | NO | 48" o.c. SPACING PER PLAN, TO FILL IN UNDER SABAL PALMS |
| | HF | 7 | FIESTA TROPICAL HIBISCUS | HIBISCUS ROSA-SINENSIS 'FIESTA' | SEE SIZE | 2' X 2' | NO | 36" o.c. |
| | PM | 20 | MARILYN PODOCARPUS | PODOCARPUS MACROPHYLLUS 'MAKI' | SEE SIZE | 4' HT | NO | 24" o.c. |
| SHRUB AREAS | | | | | | | | |
| | CI | 6 | COCO PLUM | CHRYSOBALANUS ICACO | SEE SIZE | 30"X30" | YES | 48" o.c. |
| | FG | 224 | GREEN ISLAND INDIAN LAUREL FG | FICUS MICROCARPA 'GREEN ISLAND' | SEE SIZE | 10'-12' | NO | 18' o.c. |
| | MP | 31 | PINK FLAMINGO MUHLY | MUHLENBERGIA X 'PINK FLAMINGO' | SEE SIZE | 18"-24" HT, FULL | YES | 36" o.c. |
| SYMBOL | CODE | QTY | COMMON NAME | BOTANICAL NAME | CONT | SIZE | NATIVE | REMARKS |
| GROUND COVERS | | | | | | | | |
| | AG | 684 | PERENNIAL PEANUT | ARACHIS GLABRATA | SEE SIZE | 6"X6" | YES | |
| | SS | 5,015 SF | ST. AUGUSTINE GRASS | STENOTAPHRUM SECUNDATUM | SOD | | | |

## PROPOSED MITIGATION

| | |
|---|---|
| TREES AND PALMS | |
| Non Specimen Trees Removed (qty) | 1 |
| Non Specimen Trees Canopy Removed (SF) | 144 |
| Non Specimen Relocated (qty) | 0 |
| Total Canopy for Mitigation | 144 |
| Proposed Street Trees (X2) Pink Trumpet Tree | 30' MAX Spacing |
| Proposed Site Canopy (x2) Verawood, Bulnesia arborea (X3) Pink Trumpet Tree | Shade Tree Cat. 1 (500 SF) x 3 = 1,500 SF |
| | Palm Cat. 2 (300 SF) x 6 = 600 SF |
| | TOTAL PROVIDED = 2,100 SF |

· TBHI is responsible for verifying the mitigation criteria has · been incorporated into the design. Any changes are the responsibility of the TBHI.

REMOVAL OR RELOCATION OF ANY UTILITIES OR SUB SURFACE UNFORESEEN ITEMS WHICH ARE IN CONFLICT WITH THE PROPOSED LANDSCAPE SCOPE WILL THE RESPONSABILITY AND SCOPE TO BE PERFORMED BY TBHI.

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

PERMIT SET


cma
3150 SW 38th Avenue
Suite 950
Miami, FL 33146
786.497.1500
www.chenmoore.com


REGISTRATION

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY [illegible] ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

REGISTERED LANDSCAPE ARCHITECT LA 6667129 STATE OF FLORIDA

THE ABOVE NAMED LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THIS SHEET IN ACCORDANCE WITH RULE 61G10-11.011, F.A.C.

SIGNATURE DATE: 10/13/2025

Exhibit A

11/26/2025
1177 Bay Harbor Islands, LLC

CLIENT

PROJECT INFORMATION

**9600 W. BAY HARBOR DR. KAYAK PARK**

BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER
25-0326.00012

CLIENT PROJECT NUMBER

VERIFY SCALES
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
SEPTEMBER 2025

DESIGNED BY
PS

DRAWN BY
PS

CHECKED BY
EDH

DRAWING TITLE
**LANDSCAPE PLAN**

DRAWING NUMBER
**L1.01**
12 OF 26


Plot Date: 10/13/2025 8:18:21 AM Username: mcpineda Layout Name: L1.01
Project Path: X:\Projects\2025\25-0326.00012 - 9600 Street Kayak Park Renovation Design\Design\CAD\Sheets Filename: 25-0326.00012 Landscape Plan.dwg

1. GENERAL

1.1. WORK PERFORMED SHALL COMPLY WITH THE FOLLOWING:

1.1.1. THESE GENERAL NOTES, CONSTRUCTION DOCUMENTS AND SPECIFICATIONS.

1.1.2. ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES, ORDINANCES AND REGULATIONS.

1.2. SOURCE OF BASE INFORMATION PROVIDED IS ASSUMED TO BE CORRECT. IF SITE DISCREPANCIES ARE PRESENT, CONTRACTOR SHALL NOTIFY OWNERS REPRESENTATIVE IMMEDIATELY. IF CONTRACTOR CONTINUES WORK WITHOUT THE PROPER NOTIFICATION, CONTRACTOR DOES SO AT HIS OWN RISK.

1.3. THE CONTRACTOR SHALL FURNISH ALL MATERIALS, LABOR, SUPERVISION, AND EQUIPMENT REQUIRED FOR THE WORK AS SHOWN ON THE CONSTRUCTION DOCUMENTS DESCRIBED HEREIN.

1.4. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUB-CONTRACTORS AS REQUIRED TO COMPLETE THE WORK OF THIS PROJECT.

1.5. CONTRACTOR SHALL VERIFY LOCATIONS OF PERTINENT SITE IMPROVEMENTS INSTALLED UNDER OTHER CONTRACTS. IF ANY PART OF THIS PLAN CANNOT BE FOLLOWED DUE TO SITE CONDITIONS, CONTACT OWNERS REPRESENTATIVE FOR INSTRUCTIONS PRIOR TO COMMENCING WORK.

1.6. CONTRACTOR TO NOTIFY "SUNSHINE STATE ONE CALL OF FLORIDA, INC." AT 1-800-432-4770 TWO FULL BUSINESS DAYS PRIOR TO DIGGING FOR UNDERGROUND UTILITY LOCATIONS.

1.7. CONTRACTOR IS RESPONSIBLE FOR DETERMINING ALL UTILITY LOCATIONS AND INSTALLING FACILITIES SO AS TO NOT CONFLICT. THE LOCATION OF EXISTING UTILITIES OR SITE FEATURES AS SHOWN ON THE PLANS MAY VARY IN RELATION TO ACTUAL EXISTING CONDITIONS. ANY DIFFERING SITE CONDITIONS FROM THAT WHICH IS REPRESENTED HEREON, WHETHER ABOVE, ON OR BELOW THE SURFACE OF THE GROUND, SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE LANDSCAPE ARCHITECT AND THE OWNER ~~IN WRITING. NO CLAIM FOR EXPENSES INCURRED BY THE CONTRACTOR DUE TO DIFFERING SITE CONDITIONS WILL BE ALLOWED IF THE CONTRACTOR FAILS TO PROVIDE THE REQUIRED WRITTEN NOTIFICATION OF SUCH CONDITIONS FOR REVIEW BY THE LANDSCAPE ARCHITECT AND THE OWNER.~~

1.8. CONTRACTOR SHALL NOTIFY ALL APPROPRIATE UTILITY COMPANIES OF PROPOSED START OF WORK IN ACCORDANCE WITH THEIR STANDARD REQUIREMENTS, INCLUDING ~~BUT NOT~~ LIMITED TO, WATER, SANITARY SEWER, POWER, NATURAL GAS, ~~TELEPHONE AND CABLE TV COMPANIES.~~

1.9. IT SHALL BE THE CONTRACTORS SOLE RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO ENSURE PROPER SAFETY AND WORKMANSHIP WHEN WORKING IN THE VICINITY OF EXISTING UTILITY LINES.

1.10. PERFORM EXCAVATION IN THE VICINITY OF UNDERGROUND UTILITIES WITH CARE AND BY HAND, IF NECESSARY. THE CONTRACTOR BEARS FULL RESPONSIBILITY FOR THIS WORK AND DISRUPTION OF DAMAGE TO UTILITIES SHALL BE REPAIRED IMMEDIATELY AND AT NO EXPENSE TO THE OWNER.

1.11. ~~THE SUCCESSFUL BIDDER SHALL FURNISH TO THE OWNER A UNIT PRICE BREAKDOWN FOR ALL MATERIALS. THE OWNER MAY, AT ITS DISCRETION, ADD OR DELETE FROM THE MATERIALS UTILIZING THE UNIT PRICE BREAKDOWN SUBMITTED.~~

1.12. ~~IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND ARE IN HAND AT THE JOB SITE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.~~ CONTRACTOR SHALL ABIDE BY ALL PERMIT CONDITIONS.

2. PRE-CONSTRUCTION RESPONSIBILITY **The TBHI is responsible the GC master permit fees and subcontractor fees.**

2.1. UPON RECEIPT OF NOTICE OF AWARD, THE CONTRACTOR SHALL ARRANGE A PRE-CONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, ALL AFFECTED UTILITY OWNERS, THE OWNER, THE LANDSCAPE ARCHITECT, ANY OTHER PERTINENT PARTIES AND HIMSELF.

2.2. CONTRACTOR SHALL PROVIDE TEMPORARY SANITARY FACILITIES ONSITE. LOCATION TO BE DETERMINED BY THE OWNER. JANITORIAL SERVICES SHALL BE PROVIDED BY CONTRACTOR THROUGHOUT THE DURATION OF PROJECT.

2.3. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION, ELEVATION, AND MATERIAL OF ALL EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION. **The TBHI is responsible for providing asbuilts of existing utilities at the property and connecting with the work.**

2.4. IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS; THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT.

2.5. ~~IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS FOR THE FIELD LOCATIONS AND FOR ANY TREES PROPOSED FOR RELOCATION. THIS SHALL BE DONE IN A TIMELY MANNER TO MINIMIZE IMPACT ON CONSTRUCTION SCHEDULE. ANY DELAY CAUSED BY THE CONTRACTOR BY THE RELOCATION OF TREES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.~~

2.6. CONTRACTOR SHALL VERIFY LIMITS OF CONSTRUCTION AS NOTED ON THE PLANS. ANY WORK PERFORMED OUTSIDE OF THE AGREED UPON LIMITS OF CONSTRUCTION SHALL BE DONE AT THE EXPENSE OF THE CONTRACTOR.

3. SITE DEMOLITION

3.1. ~~ITEMS SHALL REMAIN UNLESS OTHERWISE NOTED ON THE PLAN(S). REMOVE DESIGNATED ITEMS SHOWN ON THE PLAN TO THE FULL DEPTH OF THEIR CONSTRUCTION UNLESS OTHERWISE NOTED.~~

3.2. ALL HARDSCAPE DESIGNATED FOR REMOVAL SHALL BE SAW CUT, LEAVING UNIFORM EDGES TO THE GREATEST EXTENT POSSIBLE. MATERIAL EDGES TO REMAIN SHALL BE SHORED UP AND PROTECTED DURING CONSTRUCTION TO PRESERVE EDGE ~~INTACT~~. REPAIRS TO DAMAGED EDGES SHALL BE REPAIRED BY CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. **Existing curbs have existing damage. Further improvements to existing conditions are the sole responsibility of the TBHI.**

3.3. NO EXISTING MATERIAL SHALL BE USED IN NEW CONSTRUCTION UNLESS NOTED ON THE PLANS OR APPROVED DURING THE SHOP DRAWING APPROVAL PROCESS.

3.4. SALVAGE EXISTING MATERIALS AS INDICATED ON THE PLANS. SALVAGED MATERIALS SHALL BE HANDLED WITH CARE AND STORED ON-SITE OR AS DIRECTED BY OWNER. CLEAN ALL DEBRIS AND CONSTRUCTION MATERIAL FROM SALVAGED ITEMS; REUSE AS DIRECTED BY OWNER'S REPRESENTATIVE.

3.5. REMOVE DEMOLISHED MATERIALS FROM SITE AND DISPOSE OF AS REQUIRED BY LOCAL, STATE OR FEDERAL LAWS.

3.6. CONTRACTOR SHALL PROTECT ADJACENT WATER BODIES, COASTAL DUNE SYSTEMS AND PROPERTIES FROM DAMAGE BY SEDIMENTATION OR OTHER POTENTIAL CONSTRUCTION RELATED CAUSES.

3.7. ALL IRRIGATION IN DEMOLITION AREA TO BE CAPPED AND ADJUSTED AS NECESSARY TO ENSURE OVERALL SYSTEM IS NOT AFFECTED.

4. TREE PRESERVATION

4.1. ALL TREES TO BE PRESERVED AS INDICATED ON THE TREE DISPOSITION PLAN SHALL BE PROTECTED BY A TREE PROTECTION BARRICADE, UNLESS OTHERWISE NOTED ON PLAN.

4.2. TREE PROTECTION BARRICADES SHALL BE PROVIDED BY LANDSCAPE CONTRACTOR AROUND THE DRIP LINE OF EXISTING TREES TO BE PRESERVED IN PLACE, AS SHOWN ON PLAN. PRESERVATION BARRICADES SHALL BE LEFT IN PLACE THROUGHOUT DURING ALL PHASES OF CONSTRUCTION.

4.3. PRIOR TO ANY CONSTRUCTION A TREE PROTECTION BARRICADE INSPECTION SHALL BE CONDUCTED BY THE LANDSCAPE ARCHITECT, OWNER OR GOVERNING MUNICIPALITY. REFER TO PLANS FOR TREE PRESERVATION BARRICADE FENCING DETAIL.

4.4. IF EXCAVATION IN THE VICINITY OF A PROTECTED TREE IS REQUIRED, CONTRACTOR SHALL ROOT PRUNE TREES, UNDER THE SUPERVISION OF A CERTIFIED ARBORIST IN ACCORDANCE TO THE FOLLOWING CONDITIONS: **Arborist is the responsibility of the TBHI.**

4.4.1. ROOT PRUNE TREES A MINIMUM OF ~~EIGHT (8) WEEKS~~ PRIOR TO CONSTRUCTION. PRIOR TO ROOT PRUNING, THOROUGHLY WATER THE ROOT ZONE WITH AT LEAST 2 TO 3 INCHES OF WATER FOR 2 TO 3 DAYS PRIOR TO ROOT PRUNING. SEE BELOW FOR RELOCATION TIMELINE.

1. PROVIDE TEMPORARY IRRIGATION FOR EACH TREE THROUGHOUT THE DURATION OF CONSTRUCTION. **Temporary water meter and use is the responsibility of the TBHI.**
2. ROOT PRUNE TREES, SHOWN ON PLAN IN AREAS WHERE ROOTS WILL CONFLICT WITH CONSTRUCTION ACTIVITY. PRUNING OF ROOTS SHOULD BE DONE IN A MANNER TO PRESERVE THE GREATEST AMOUNT OF THE ROOT BASE AS POSSIBLE.
3. BACKFILL TRENCH WITH PLANTING SOIL.
4. FERTILIZE WITHIN THE ROOT ZONE (SEE BELOW).

4.4.2. ROOT PRUNING SHALL BE ACCOMPLISHED BY DIGGING A TRENCH AROUND THE TREE IN AREAS WHERE PROPOSED SITE WORK WILL BE PERFORMED. TRENCHING SHALL BE AT A MINIMUM OF 24" DEEP. ROOT PRUNE ONLY WITH A MECHANICAL ROOT-PRUNING SAW OR A TRENCHER WITH A MAXIMUM TRENCH WIDTH OF 8".

4.4.3. ALL EXPOSED ROOTS SHALL BE CUT OFF SMOOTHLY, WITH SHARP INSTRUMENTS. BACKFILL TRENCHES WITH SOIL CONSISTING OF 30% SILICA SAND AND 70% MUCK. WATER THOROUGHLY AFTER ROOT PRUNING, AND ONCE WEEKLY DURING THE ROOT REGENERATION PERIOD, WITH A SOLUBLE FERTILIZER THAT HAS A 20.20.20 ANALYSIS AT MANUFACTURER'S RECOMMENDED RATE.

4.5. THE CONTRACTOR SHALL FIELD STAKE THE LIMIT OF ROOT PRUNING. LIMITS OF ROOT PRUNING SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO ANY EXCAVATION. DO NOT ROOT PRUNE FOR IRRIGATION OR ELECTRICAL LINES WITHIN DRIP LINES OF EXISTING TREES. COORDINATE ALL TRENCHING REQUIRED FOR UTILITY WORK WITH THE LANDSCAPE PLANS.

4.6. ROOT PRUNING SHALL OCCUR IN ACCORDANCE WITH TREE RELOCATION NOTES AS NOTED ON PLANS.

5. PLANTING SOIL

5.1. ALL TREES SHALL BE PLANTED WITH A MINIMUM OF 12" TOPSOIL AROUND AND BENEATH THE ROOTBALL.

5.2. ALL TREES SHALL BE PLANTED WITH A MINIMUM OF 6" TOPSOIL AROUND AND BENEATH THE ROOTBALL.

5.3. MINIMUM TOPSOIL SHALL BE 2" FOR SODDED GRASS AREAS.

5.4. PLANTING SOIL MIX SHALL BE A WEED FREE MIX AS FOLLOWS:

5.4.1. DICOT TREES & SHRUBS: 50% SAND, 40% MUCK & 10% PEAT

5.4.2. MONOCOT PALMS: 70% SAND & 30% MUCK

5.4.3. TURF: 80% SAND, 10% PEAT & 10% MUCK

**Planting soil mix will be provided by market availability.**

6. LANDSCAPE PLANTING

6.1. THIS PLAN HAS BEEN DESIGNED TO MEET OR EXCEED ALL APPLICABLE CODES.

6.2. THE PLANTING PLAN SHALL BE INSTALLED IN COMPLIANCE WITH ALL EXISTING CODES AND APPLICABLE DEED RESTRICTIONS.

6.3. PLANT MATERIAL: ALL PLANT MATERIAL SHALL BE FLORIDA #1 OR BETTER AS ESTABLISHED BY "GRADES AND STANDARDS FOR NURSERY PLANTS" OF THE STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE.

6.4. ALL PLANT MATERIAL SHALL BE TRUE TO THE BOTANICAL NAME, GENUS, SPECIES AND/OR HYBRID DESIGNATION.

6.5. ALL TREES, SHRUBS AND GROUNDCOVERS SHALL BE OF THE SIZES (HEIGHT & SPREAD) AS SPECIFIED IN THE PLANT LIST. CONTAINER SIZE IS FOR REFERENCE PURPOSES ONLY. ALL PLANT MATERIAL SHALL MEET OR EXCEED THE MINIMUM SIZES AT INSTALLATION, AS SPECIFIED IN THE PLANT LIST.

6.6. QUANTITIES LISTED ON THE PLANT LIST ARE FOR ESTIMATING PURPOSES. CONTRACTOR SHALL VERIFY ALL QUANTITIES. MULCH, TOPSOIL, FERTILIZER, ETC. SHALL BE INCLUDED IN THE UNIT COST OF THE PLANTS.

6.7. WHERE THERE IS A DISCREPANCY EITHER IN QUANTITIES, PLANT NAMES, SIZES OR SPECIFICATIONS BETWEEN THE PLAN OR PLANT LIST, THE PLAN TAKES PRECEDENCE.

6.8. ALL SUBSTITUTIONS AND CHANGES SHALL BE APPROVED IN WRITING PRIOR TO INSTALLATION. ANY DISCREPANCIES BETWEEN PLANS, SITE AND SPECIFICATIONS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE LANDSCAPE ARCHITECT, THE OWNER AND/OR GOVERNING MUNICIPALITY.

6.9. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING FINAL GRADING OF ALL ASSOCIATED PLANTING AREAS.

6.10. AFTER FINAL GRADE, LANDSCAPE AREAS ARE TO BE RAKED TO A DEPTH OF 6". ALL ROCK AND FOREIGN INORGANIC MATERIALS SHALL BE REMOVED AND DISPOSED OF PROPERLY OFF-SITE.

6.11. ALL PLANTING HOLES TO BE HAND DUG EXCEPT WHERE MACHINE DUG HOLES WILL NOT ADVERSELY AFFECT EXISTING TREES, DAMAGE UTILITIES OR OTHER IMPROVEMENTS.

6.12. ALL PLANTING BEDS IN OPEN AREAS AND AROUND BUILDING FOUNDATIONS SHALL BE EXCAVATED TO A DEPTH OF TWENTY-FOUR INCHES (24") AND BACK FILLED WITH SOIL MIX AS SPECIFIED IN SECTION 5.00. PLANTING BED SHALL BE FREE FROM ROCK, CONSTRUCTION DEBRIS OR OTHER EXTRANEOUS MATERIAL.

6.13. ALL PLANTING BEDS IN MEDIANS, HARDSCAPE AREAS OR AREAS ENCOMPASSED BY IMPERVIOUS MATERIAL SHALL BE EXCAVATED TO A DEPTH OF THIRTY-SIX INCHES (36") OR UNTIL NATIVE SOILS ENCOUNTERED TO ENSURE DRAINAGE. BACK FILL WITH SOIL MIX AS SPECIFIED IN SECTION 5.00. PLANTING BED SHALL BE FREE FROM ROCK, CONSTRUCTION DEBRIS OR OTHER EXTRANEOUS MATERIAL.

6.14. EXCAVATE PLANTING PITS TO A DEPTH SO THAT THE TRUNK FLARE AND FIRST ORDER LATERAL ROOT(S) WILL BE PLANTED AT FINISH GRADE OR SLIGHTLY HIGHER. ADVENTITIOUS ROOTS ARE NOT CONSIDERED FIRST ORDER ROOTS.

6.15. BURLAP, SYNTHETIC STRING, CORDS AND/OR LIFTING ROPES SHALL BE REMOVED FROM THE ROOTBALLS BEFORE ANY TREES ARE PLANTED. THE TOP 1/3RD OF BURLAP MUST BE REMOVED FROM HE TOP OF THE ROOTBALLS. THE TOP 1/3RD OF WIRE BASKETS SHALL BE COMPLETELY REMOVED AND THE BOTTOM 2/3RDS SHALL BE CUT BEFORE THE TREES ARE INSTALLED.

6.16. NO PLUNGING OF ANY TREE OR PALM WILL BE ACCEPTED.

6.17. NO PLANT MATERIAL WILL BE ACCEPTED SHOWING EVIDENCE OF CABLE, CHAIN MARKS, EQUIPMENT SCARS, OR OTHERWISE DAMAGED.

6.18. PLANT MATERIAL WILL NOT BE ACCEPTED WHEN THE BALL OF EARTH SURROUNDING ITS ROOTS HAS BEEN CRACKED, BROKEN OR OTHERWISE DAMAGED.

6.19. ALL TREES SPECIFIED AS FIELD GROWN OR B&B TREES SHALL BE ROOT-PRUNED ~~AT THE NURSERY A MINIMUM OF (8) WEEKS~~ PRIOR TO PLANTING.

6.20. ALL PLANT MATERIAL PLANTED WITHIN THE SIGHT DISTANCE TRIANGLE AREAS SHALL BE MAINTAINED TO PROVIDE UNOBSTRUCTED CROSS-VISIBILITY AT A HORIZONTAL LEVEL BETWEEN 30 INCHES AND 8 FEET ABOVE ADJACENT STREET GRADE.

6.21. NO CANOPY TREES SHALL BE PLANTED WITHIN 12 FEET OF A LIGHT POLE. NO PALM SPECIES SHALL BE PLANTED WITHIN 6 FEET OF A LIGHT POLE. **Conflicts in design location are the responsibility of the TBHI.**

6.22. GROUND COVER PLANTINGS SHALL PROVIDE NOT LESS THAN 50 PERCENT COVERAGE IMMEDIATELY UPON PLANTING AND 100 PERCENT COVERAGE WITHIN 6 MONTHS AFTER PLANTING. **Contractor is providing the designed covering size. That size is contingent on market availability.**

6.23. TREES AND PALMS SHALL BE MAINTANED TO ALLOW FOR CLEAR PASSAGE 8' IN ALL PEDESTRIAN AREAS.

6.24. ALL LANDSCAPE MATERIAL SHALL BE SETBACK A MINIMUM OF 10' FROM ANY FIRE HYDRANT.

6.25. CONTRACTOR SHALL REMOVE ALL NURSERY STAKES, CONDUIT, FLAGGING AND NURSERY TAPE PRIOR TO STAKING.

6.26. CONTRACTOR SHALL STAKE & GUY ALL TREES AND PALMS AT TIME OF PLANTING AS PER THE APPROPRIATE DETAIL. CONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE AND/OR REPAIR OF ALL STAKING AND GUYING DURING WARRANTY PERIOD AND REMOVAL & DISPOSAL OF STAKING AFTER ESTABLISHMENT/WARRANTY PERIOD.

6.27. TREES THAT CANNOT STAND WITHOUT THE SUPPORT OF STAKES AND/OR GUYS SHALL BE REJECTED.

7. TURF GRASSES

7.1. ~~ALL AREAS NOT USED FOR BUILDINGS, VEHICULAR USE AREAS, WALKS OR PLANTING BEDS SHALL BE GRASSED. GRASSING SHALL EXTEND TO ANY ABUTTING STREET PAVEMENT EDGE AND TO THE MEAN WATERLINE OF ANY ABUTTING CANAL, LAKE OR WATERWAY. REFER TO PLANTING SCHEDULE FOR ESTIMATED QUANTITY AND SPECIES.~~ **SOD will be provide as called out per plan.**

8. MULCH & FERTILIZER

8.1. ALL PLANTING BEDS AND WATER BASINS FOR TREES SHALL BE COVERED WITH A 3" MINIMUM DEPTH OF SHREDDED FLORI-MULCH, MELALEUCA OR EUCALYPTUS MULCH GRADE 'B' OR BETTER, UNLESS OTHERWISE SPECIFIED. **Mulch will be provided as per market availability.**

8.2. INDIVIDUAL TREES PLANTED IN LAWN AREAS SHALL BE MULCHED WITH A MINIMUM 3' DIAMETER MULCH RING.

8.3. MULCH SHALL NOT BE INSTALLED WITHIN 3" OF TREE TUNKS.

8.4. FERTILIZER MIX AS FOLLOWS:

8.4.1. ~~DICOT TREES & SHRUBS: NPK 10-4-2, SLOW RELEASE W/ MICRONUTRIENTS~~ **Fertilizer will be provided as per market availability.**

8.4.2. ~~MONOCOT PALMS: NPK 8-2-12, SLOW RELEASE W/ MICRONUTRIENTS~~ **Fertilizer will be provided as per market availability.**

8.4.3. ~~TURF: NPK 16-4-8, SLOW RELEASE W/ MICRONUTRIENTS~~ **Fertilizer will be provided as per market availability.**

9. WATERING

9.1. ALL LANDSCAPED AREAS WILL BE IRRIGATED BY AN UNDERGROUND, AUTOMATIC, RUST-FREE IRRIGATION SYSTEM PROVIDING 100% COVERAGE AND 50% SPRAY OVERLAP. THE SYSTEM SHALL BE MAINTAINED IN GOOD WORKING ORDER AND DESIGNED TO MINIMIZE WATER ON IMPERVIOUS SERVICES AND NOT OVERSPRAY WALKWAYS. A RAIN SENSOR DEVICE SHALL BE INSTALLED TO OVERRIDE THE IRRIGATION CYCLE OF THE SYSTEM WHEN ADEQUATE RAINFALL HAS OCCURRED.

9.2. ALL PLANT MATERIAL SHALL BE WATERED IN AT TIME OF PLANTING IN ACCORDANCE WITH STANDARD NURSERY PRACTICES. IN ADDITION, CONTRACTOR WILL CONTINUE THE WATERING OF PLANT MATERIAL UNTIL SUBSTANTIAL COMPLETION AND THE LANDSCAPE IS TURNED OVER TO THE OWNER.

10. PROJECT CLOSEOUT

10.1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER. UPON FINAL CLEAN UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE SWEPT BROOM CLEAN.

10.2. THE CONTRACTOR SHALL RESTORE, REPLACE OR AS DIRECTED BY ~~THE LANDSCAPE ARCHITECT~~, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY THE WORK OF THE CONTRACTOR, HIS EQUIPMENT, EMPLOYEES OR THOSE OF HIS SUB-CONTRACTORS. THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT OF THE EXISTING ADJACENT AREAS. THE RESTORATION WORK SHALL BE AT THE CONTRACTOR'S EXPENSE. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR SUCH RESTORATION.

10.3. WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO OR BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING PROGRESS OF THE WORK. THESE AREAS SHALL BE KEPT IN A CLEAN AND NEAT CONDITION.

10.4. THE CONTRACTOR SHALL MAINTAIN ACCURATE AND COMPLETE RECORDS OF WORK ITEMS COMPLETED.

10.5. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT TO THE LANDSCAPE ARCHITECT OF RECORD COMPLETE SETS OF "AS-BUILT" CONSTRUCTION DRAWINGS. THESE DRAWINGS SHALL BE MARKED TO SHOW "AS-BUILT" CONSTRUCTION CHANGES AND DIMENSIONED LOCATIONS AND ELEVATIONS OF ALL IMPROVEMENTS INCLUDING PRODUCT/EQUIPMENT AS SPECIFIED OR REVISED DURING THE SHOP DRAWING SUBMITTAL PROCESS. AS-BUILT DRAWINGS SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED LAND SURVEYOR.

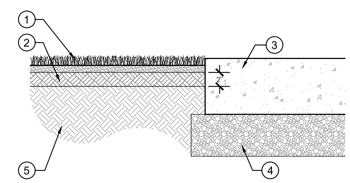
11. GUARANTEE

11.1. ALL NEW PLANT MATERIAL SHALL BE GUARANTEED FOR 1 YEAR FROM TIME OF FINAL ACCEPTANCE OF PROJECT. ANY PLANT MATERIAL NOT IN A HEALTHY GROWING CONDITION WILL BE REPLACED IN KIND BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER WITHIN 10 DAYS OF NOTIFICATION.

11.2. FOR ALL REPLACEMENT PLANT MATERIAL, THE WARRANTY PERIOD SHALL BE EXTENDED AN ADDITIONAL 90 DAYS BEYOND THE ORIGINAL WARRANTY PERIOD. REPLACEMENT MATERIAL SHALL BE REPLACED IN KIND AS IT RELATES TO SPECIES, QUANTITY AND SIZE.

11.3. ALL TREES THAT LEAN OR ARE BLOWN OVER, CAUSED BY WINDS LESS THAN 74 MPH AS DETERMINED BY THE NATIONAL HURRICANE CENTER, WILL BE RE-SET AND BRACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

**TBHI will handle removal or relocation of existing trees if any tree is in conflict with an utility line either overhead or underground. It is the TBHI's responsibility to relocate and such utilities if deemed necessary.**



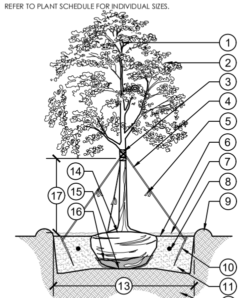

1 SOD (AS SPECIFIED)
2 PLANTING MIX: (AS SPECIFIED)
3 SIDEWALK OR CURB
4 SUB-BASE
5 NATIVE SOIL

## 1 SOD PLANTING

1 1/2" = 1'-0" P-MD-63

CALIPER MEASUREMENTS NOTES:
1. CALIPER MEASUREMENT IS 6" FROM TOP OF ROOT BALL FOR TREES WITH 6" CALIPER OR LESS.
2. CALIPER MEASUREMENT IS12" FROM TOP OF ROOT BALL FOR TREES WITH 6" CALIPER GREATER.

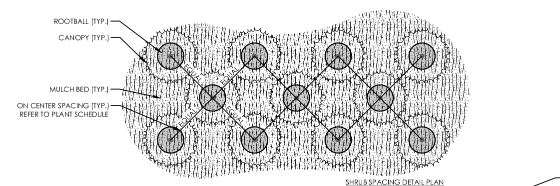
REFER TO PLANT SCHEDULE FOR INDIVIDUAL SIZES.

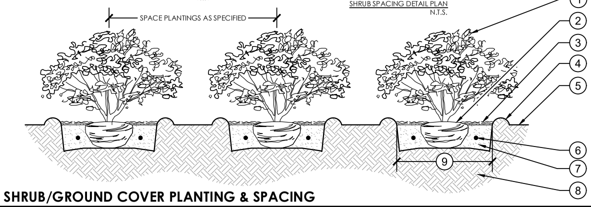



1 DO NOT PRUNE CENTRAL LEADER
2 PRUNE DAMAGED OR DEAD WOOD IMMEDIATELY PRIOR TO PLANTING USING ACCEPTABLE NURSERY PRACTICES OR AS DIRECTED BY THE LANDSCAPE ARCHITECT
3 PROTECT TRUNK WITH 3 LAYERS OF BURLAP MINIMUM
4 1" WIDE MIN. NYLON STRAPPING AT EQUAL SPACING (3 PER TREE) GUY WIRES SHALL NOT TO BE USED
5 FLUORESCENT MARKING FLAG
6 FINISH GRADE
7 3" LAYER OF SPECIFIED MULCH: DO NOT INSTALL WITHIN 3" OF TREE TRUNK
8 FERTILIZER TABLET IF APPLICABLE. REFER TO SPECIFICATIONS
9 CONSTRUCT TEMPORARY 3" WATERING BASIN
10 2"X4"X8" STAKE: SET 2' BELOW FINISH GRADE
11 SPECIFIED SOIL MIX
12 EXISTING SOIL
13 2X DIAMETER OF THE ROOTBALL
14 SET CROWN OF ROOT BALL SLIGHTLY ABOVE SURROUNDING FINISH GRADE. REMOVE TOP 2/3 OF BURLAP FROM ROOTBALL. TRUNK TAPER SHALL BE VISIBLE AT TIME OF INSTALLATION
15 SET ROOTBALL ON UNDISTURBED SOIL
16 REMOVE TOP 2/3 OF BURLAP/WIRE BASKET FROM ROOTBALL
17 CLEAR TRUNK: REFER TO PLANT SCHEDULE

## 2 LARGE TREE PLANTING: 2" CALIPER AND GREATER

1/4" = 1'-0" P-MD-64




1 PLANT MATERIAL SHALL NOT BE PRUNED PRIOR TO INSTALLATION: AFTER PLANTS HAVE BEEN INSTALLED, EACH PLANT SHALL BE PRUNED FOR UNIFORMITY
2 SET CROWN OF ROOT SLIGHTLY ABOVE SURROUNDING FINISH GRADE: TRUNK TAPER SHALL BE VISIBLE AT TIME OF INSTALLATION
3 3" LAYER OF SPECIFIED MULCH: DO NOT INSTALL WITHIN 3" OF TREE TRUNK
4 CONSTRUCT TEMPORARY 3" WATERING BASIN
5 FINISH GRADE
6 FERTILIZER TABLET IF APPLICABLE.
7 BACKFILL WITH SPECIFIED SOIL MIX
8 EXISTING SOIL
9 2X DIAMETER OF THE ROOTBALL

## 3 SHRUB/GROUND COVER PLANTING & SPACING

1" = 1'-0" 329301-08

~~UB 24-2 SPECIFICATIONS 24" DEEPROOT TREE ROOT BARRIERS~~

~~SPECIFIED TREE ROOT BARRIERS ARE A MECHANICAL BARRIER AND ROOT DEFLECTOR TO PREVENT TREE ROOTS FROM DAMAGING HARD- SCAPES AND LANDSCAPES. ASSEMBLED IN 2' LONG MODULES TO CREATE VARYING SIZES OF CYLINDERS FOR SURROUNDING ROOT BALLS (SURROUND PLANTING STYLE) OR FOR LINEAR APPLICATIONS DIRECTLY BESIDE A HARDSCAPE ADJACENT TO ONE SIDE OF THE TREES (LINEAR PLANTING STYLE).~~

~~A. MATERIALS~~
~~1. THE CONTRACTOR SHALL FURNISH AND INSTALL TREE ROOT BARRIERS AS SPECIFIED. THE TREE ROOT BARRIERS SHALL BE PRODUCT # UB 24-2 AS MANUFACTURED BY DEEP ROOT PARTNERS, L.P. 81 LANGTON ST. #4 SAN FRANCISCO, LA (800-458-7668), OR APPROVED EQUAL. THE BARRIER SHALL BE BLACK, INJECTION MOLDED PANELS, OF 0.085" (2.16MM) WALL THICKNESS IN MODULES 24" (61CM) LONG BY 24" (61 CM) DEEP; MANUFACTURED WITH A MINIMUM 50% POST CONSUMER RECYCLED POLYPROPYLENE PLASTIC WITH ADDED ULTRAVIOLET INHIBITORS; RECYCLABLE. EACH PANEL SHALL HAVE:~~

~~NOT LESS THAN 4 MOLDED INTEGRAL VERTICAL ROOT DEFLECTING RIBS OF AT LEAST 0.085" (2.16MM) THICKNESS PROTRUDING 1/2" (12.7MM) AT 90"~~

~~FROM INTERIOR OF THE BARRIER PANEL, SPACED 6" (15.24CM) APART. (SEE PANEL DRAWING BELOW)~~

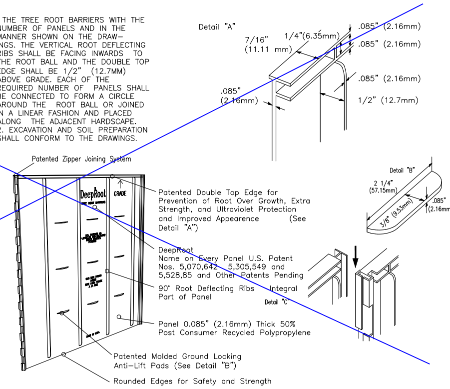
~~A DOUBLE TOP EDGE CONSISTING OF TWO PARALLEL, INTEGRAL, HORIZONTAL RIBS AT THE TOP OF THE PANEL OF A MINIMUM 0.085" (2.16MM) THICKNESS, 3/8" (9.53MM) WIDE AND 1/4" (6.35MM) APART WITH THE LOWER RIB ATTACHED TO THE VERTICAL ROOT DEFLECTING RIBS. (SEE DETAIL "A")~~

~~A MINIMUM OF 9 ANTI-LIFT GROUND LOCK TABS CONSISTING OF INTEGRAL HORIZONTAL RIDGES OF A MINIMUM 0.085" (2.16MM) THICKNESS IN THE SHAPE OF A SEGMENT OF A CIRCLE, THE 2" (50.8MM) CHORD OF THE SEGMENT JOINING THE PANEL WALL AND THE SEGMENT, PROTRUDING 3/8" (9.53MM) FROM THE PANEL. THE NINE GROUND LOCKS ON EACH PANEL SHALL BE ABOUT EQUALLY SPACED BETWEEN EACH OF THE VERTICAL ROOT DEFLECTING RIBS (3 BETWEEN EACH SET OF RIBS, SEE DETAIL "B").~~

~~AN INTEGRATED ZIPPER JOINING SYSTEM PROVIDING FOR INSTANT ASSEMBLY BY SLIDING ONE PANEL INTO ANOTHER. (SEE DETAIL "C")~~

~~2. THE BASIC PROPERTIES OF THE MATERIAL SHALL BE:~~

~~B. CONSTRUCTION AND INSTALLATION~~
~~1. THE CONTRACTOR SHALL INSTALL THE TREE ROOT BARRIERS WITH THE NUMBER OF PANELS AND IN THE MANNER SHOWN ON THE DRAWINGS. THE VERTICAL ROOT DEFLECTING RIBS SHALL BE FACING INWARDS TO THE ROOT BALL AND THE DOUBLE TOP EDGE SHALL BE 1/2" (12.7MM) ABOVE GRADE. EACH OF THE REQUIRED NUMBER OF PANELS SHALL BE CONNECTED TO FORM A CIRCLE AROUND THE ROOT BALL OR JOINED IN A LINEAR FASHION AND PLACED ALONG THE ADJACENT HARDSCAPE.~~
~~2. EXCAVATION AND SOIL PREPARATION SHALL CONFORM TO THE DRAWINGS.~~




## 4 DEEPROOT 24" ROOT BARRIER

3" = 1'-0" 329413.16-15

REMOVAL OR RELOCATION OF ANY UTILITIES OR SUB SURFACE UNFORESEEN ITEMS WHICH ARE IN CONFLICT WITH THE PROPOSED LANDSCAPE SCOPE WILL THE RESPONSABILITY AND SCOPE TO BE PERFORMED BY TBHI.

PHASE 1 is work by 1177 Bay Harbor Islands, LLC. The scope consists of all work within the property, landscape* along the east, and entrance apron. The remaining scope is work by others. Reference the SCOPE OF WORK document for outline of the work that is included and the QUALIFICATIONS and ASSUMPTIONS document.

PHASE 2 is work by the Town of Bay Harbor Islands or others. The scope consists of the of the dock, work to the west of the existing sea wall, and all work outside of the property line inclusive of the east sidewalk, all utilities (except for the plumbing, irrigation, and electrical within the property line).

Check positive response codes before you dig!

PERMIT SET

cma
chen moore and associates
3150 SW 38th Avenue
Suite 950
Miami, FL 33146
786.497.1500
www.chenmoore.com

REGISTRATION

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

REGISTERED LANDSCAPE ARCHITECT ERIC DOUGLAS HARRISON LA 6667129 STATE OF FLORIDA

THE ABOVE NAMED LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE THIS SHEET IN ACCORDANCE WITH RULE 61G10-11.011, F.A.C.

SIGNATURE DATE: 10/13/2025

Exhibit A

11/26/2025
1177 Bay Harbor Islands, LLC

CLIENT

PROJECT INFORMATION

9600 W. BAY HARBOR DR. KAYAK PARK

BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER
25-0326.00012

CLIENT PROJECT NUMBER

VERIFY SCALES
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
SEPTEMBER 2025

DESIGNED BY
PS

DRAWN BY
PS

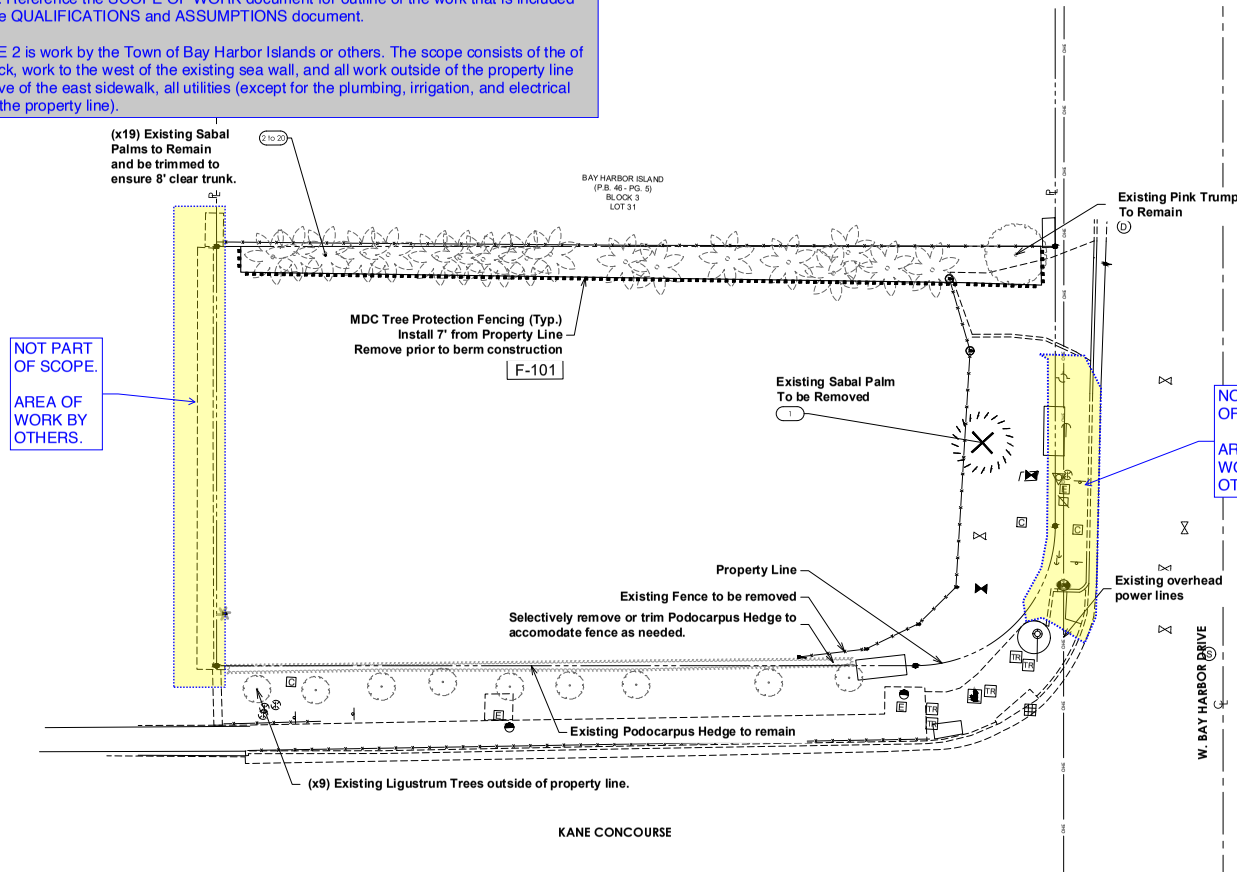
CHECKED BY
EDH

DRAWING TITLE
LANDSCAPE DETAILS

DRAWING NUMBER
L1.02

PHASE 1 is work by 1177 Bay Harbor Islands, LLC. The scope consists of all work within the property, landscape* along the east, and entrance apron. The remaining scope is work by others. Reference the SCOPE OF WORK document for outline of the work that is included and the QUALIFICATIONS and ASSUMPTIONS document.

PHASE 2 is work by the Town of Bay Harbor Islands or others. The scope consists of the of the dock, work to the west of the existing sea wall, and all work outside of the property line inclusive of the east sidewalk, all utilities (except for the plumbing, irrigation, and electrical within the property line).




GRAPHIC SCALE
0 5 10 20
1 INCH = 10 FEET

## TREE CANOPY PRUNING NOTES

1. THE SCOPE OF THE WORK FOR MAY REQUIRE THE TRIMMING OF EXISTING TREE CANOPY TO ACCOMMODATE THE PROPOSED SITE IMPROVEMENTS. IF CANOPY TRIMMING IS REQUIRED THE CONTRACTOR SHALL TRIM EXISTING TREES IN ACCORDANCE WITH THE FOLLOWING:
2. CANOPY TRIMMING SHALL BE PERFORMED IMPLEMENTING ANSI-A300 (AMERICAN NATIONAL STANDARDS INSTITUTE) PRUNING STANDARDS BY OR UNDER THE SUPERVISION OF AN ISA CERTIFIED ARBORIST. TRIMMING INCLUDES BOTH HARDWOOD (DICOTYLEDON) AND PALM (MONOCOTYLEDON) SPECIES.
3. THE CONTRACTOR WILL ENSURE THAT ANY POTENTIAL CANOPY REDUCTION WILL BE KEPT TO A MINIMUM BY REMOVING ONLY WHAT IS NECESSARY TO ACHIEVE THE REQUIRED CLEARANCES FOR THE INSTALLATION OF THE PROPOSED SITE IMPROVEMENTS. WHEN THE PRUNING OF A BRANCH WILL RESULT IN THE REMOVAL OF ONE-HALF (1/2) OF THE FOLIAGE ON THAT BRANCH, IT SHOULD BE REMOVED TO THE PARENT STEM. IF CANOPY REDUCTION WILL RESULT IN A FOLIAGE LOSS GREATER THAN OR EQUAL TO ONE-QUARTER (1/4) OF ANY SINGLE TREE CANOPY, THE CONTRACTOR WILL BE REQUIRED TO CONTACT THE PROJECT CEI AND CITY PROJECT REPRESENTATIVE PRIOR TO TRIMMING. TREES THAT ARE PRUNED IN A MANOR INCONSISTENT WITH THE ANSI- A300 PRUNING STANDARDS (INCLUDING BUT NOT LIMITED TO: IMPROPER PRUNING CUTS, EXCESSIVE CANOPY REDUCTION, HEADER CUTS, TOPPING, FLAT BACKING OR TOPPING) WILL REQUIRE THEIR REMOVAL AND MITIGATION OF THE SUBJECT TREE AT THE CONTRACTOR'S EXPENSE AND MAY BE SUBJECT TO ADDITIONAL FINES AS DETERMINED BY THE GOVERNING ENTITY.
4. (X2) PINK TRUMPET TREES TO BE MAINTAINED BY TOWN OF BAY HARBOR ISLANDS. BRANCHES TO BE KEPT TRIMMED AT LEAST 2' FROM OVERHEAD POWER LINES.

## ROOT PRUNING NOTES

ROOT PRUNING IS THE CUTTING OF ROOTS TO ACCOMMODATE THE PROPOSED INFRASTRUCTURE AND SITE IMPROVEMENTS. IN INSTANCES WHERE ROOT PRUNING IS REQUIRED, THE WORK SHALL BE CONDUCTED BY AN ISA CERTIFIED ARBORIST. PRIOR TO ROOT PRUNING THE TREES SHALL BE EVALUATED BY AN ISA CERTIFIED ARBORIST TO DETERMINE WHETHER THE ROOT CUTTING WILL DESTABILIZE THE TREE OR CAUSE UNACCEPTABLE DAMAGE TO THE TREE.

1. ROOTS MAY NOT BE TORN OFF WITH POWER EQUIPMENT, AND CUT ROOTS SHALL NOT BE LEFT WITH RIPPED, RAGGED OR SHREDDED ENDS. ROOTS MUST BE CLEANLY SEVERED WITH SHARP HAND TOOLS OR POWER ROOT SAWS.
2. PRUNING TRENCHES SHALL BE BACKFILLED WITH NATIVE SOILS, FREE OF DEBRIS.
3. WHEN A ROOT WITH A DIAMETER OF TWO INCHES OR GREATER IS ENCOUNTERED, A FINAL CLEAN CUT SHALL BE MADE WITH A SAW. THE CUT SHALL BE MADE FLUSH WITH THE SIDE OF THE TRENCH CLOSEST TO THE TREE.
4. WHEN ADJACENT TO NEW CURBING, UN-CURBED PAVED AREAS, OR AREAS OF GRADE CHANGES, ROOTS SHALL BE CUT NO MORE THAN 18 INCHES TOWARDS THE TREE FROM THE BACK OF THE CURB, THE EDGE OF THE PAVEMENT, OR THE POINT OF INTERSECTION OF OLD AND NEW GRADES, RESPECTIVELY. AFTER ROOT PRUNING, NO EXCAVATION FOR THE INSTALLATION OF FORMS OR FOR ANY OTHER REASON, MAY BE PERFORMED ANY CLOSER THAN SIX INCHES OUTSIDE OF THE ROOT PRUNING CUT. THE ROOT PRUNING TRENCH SHALL BE BACKFILLED WITH NATIVE SOIL.
5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY TREES IN NEED OF SUPPLEMENTAL SUPPORT FOLLOWING ROOT PRUNING. PRIOR TO COMMENCEMENT OF ROOT PRUNING, THE CONTRACTOR SHALL FURNISH A SUPPLEMENTAL SUPPORT PLAN WHICH IDENTIFIES EACH TREE IN NEED OF TEMPORARY SUPPLEMENTAL SUPPORT AND PROPOSE A STAKING/GUYING SYSTEM. THE CONTRACTOR SHALL INSTALL THE APPROVED SUPPORT SYSTEMS IMMEDIATELY FOLLOWING ROOT PRUNING.

## TREE DISPOSITION NOTES

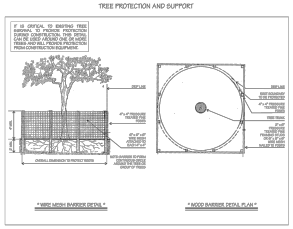
1. ROOT PRUNING AND WATERING PRIOR TO CONSTRUCTION
   1.1. TREE ROOT PRUNING AND TRIMMING SHALL BE PERFORMED UNDER THE SUPERVISION OF A CERTIFIED & LICENSED ARBORIST.
   1.2. ROOT PRUNE TREES A MINIMUM OF EIGHT (8) WEEKS PRIOR TO CONSTRUCTION. PRIOR TO ROOT PRUNING, THOROUGHLY WATER THE ROOT ZONE WITH AT LEAST 2 TO 3 INCHES OF WATER FOR 2 TO 3 DAYS PRIOR TO ROOT PRUNING. SEE BELOW FOR RELOCATION TIMELINE.
   1.2.1. PROVIDE TEMPORARY IRRIGATION FOR EACH TREE THROUGHOUT THE DURATION OF CONSTRUCTION. SEE SHEET L-602 FOR SUGGESTED WATERING SCHEDULE.
   1.2.2. ROOT PRUNE TREES, SHOWN ON PLAN IN AREAS WHERE ROOTS WILL CONFLICT WITH CONSTRUCTION ACTIVITY. PRUNING OF ROOTS SHOULD BE DONE IN A MANNER TO PRESERVE THE GREATEST AMOUNT OF THE ROOT BASE AS POSSIBLE.
   1.2.3. FERTILIZE WITHIN THE ROOT ZONE (SEE NOTE 1.4).
   1.3. ROOT PRUNING SHALL BE ACCOMPLISHED BY DIGGING A TRENCH AROUND THE TREE IN AREAS WHERE PROPOSED SITE WORK WILL BE PERFORMED. TRENCHING SHALL BE AT A MINIMUM OF 24" DEEP. ROOT PRUNE ONLY WITH A MECHANICAL ROOT PRUNING SAW OR A TRENCHER WITH A MAXIMUM TRENCH WIDTH OF 8".
   1.4. ALL EXPOSED ROOTS SHALL BE CUT OFF SMOOTHLY, WITH SHARP INSTRUMENTS. BACKFILL TRENCHES WITH SOIL CONSISTING OF 30% SILICA SAND AND 70% MUCK. WATER THOROUGHLY AFTER ROOT PRUNING, AND ONCE PER DAY DURING THE ROOT REGENERATION PERIOD, WITH A SOLUBLE FERTILIZER THAT HAS A 20:20:20 ANALYSIS AT MANUFACTURER'S RECOMMENDED RATE.
2. BRACING AND GUYING OF TREES AFTER ROOT PRUNING
   2.1. BRACING AND GUYING SHALL BE PROVIDED TO ASSURE THE TREES STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAIL(S).
3. ROOT ZONE PROTECTION
   3.1. DURING THE ENTIRE CONSTRUCTION PERIOD ALL REASONABLE EFFORTS SHALL BE MADE TO PROTECT THE ROOT ZONE FROM DAMAGE. TREE PROTECTION BARRICADING SHALL BE ERECTED AROUND THE TREES. ALL PLANT MATERIAL DESIGNATED TO BE SAVED, OR OUTSIDE OF THE LIMITS OF CONSTRUCTION, SHALL BE PROTECTED DURING CONSTRUCTION WORK. WORK UNDER THESE LIMITS WILL INCLUDE CONSTRUCTION AND MAINTENANCE OF TEMPORARY BARRICADE FENCING TO PROTECT THE ROOT ZONES OF EXISTING TREES AND OTHER PLANTINGS.
   3.2. A PROTECTION BARRIER OR TEMPORARY FENCE OF AT LEAST 4 FEET IN HEIGHT SHALL BE INSTALLED AROUND EACH TREE TO BE PROTECTED AND PRESERVED. THE TREE PROTECTION SHALL BE INSTALLED PRIOR TO THE ACTUAL CONSTRUCTION START AND MAINTAINED FOR THE DURATION OF THE PROJECT.
   3.3. TREE BARRICADE FENCING SHALL BE AS PER THE APPLICABLE DETAIL(S).

TBHI will handle removal or relocation of existing trees if any tree is in conflict with an utility line either overhead or underground. It is the TBHI's responsibility to relocate and such utilities if deemed necessary.

## REFERENCE NOTES SCHEDULE

| SYMBOL | DESCRIPTION | QTY |
|---|---|---|
| F-101 | TREE PRESERVATION FENCING | 155 lf |

## MDC TREE PROTECTION FENCE




## TREE DISPOSITION SCHEDULE

| Tree No. | Common Name | Scientific Name | DBH (in) | Disposition | Palms (CTH) | Height (ft) | Canopy Spread (ft) | Canopy Area | Estimated Non-Specimen DBH Mitigation | Estimated Specimen DBH Mitigation | Specimen Status | Condition Rating* | Critical Root Zone (ft) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Cabbage Palm | *Sabal palmetto* | 12" | Remove | 6 | | 12 | 113 | | | Non-Specimen | Good (61% to 80%) | 4 |
| 2 to 20 | Cabbage Palm Cluster | *Sabal palmetto* | 12" O.A. | Remain | varies | varies | 10' O.A. | 1600 | 0 | 0 | Non-Specimen | Good (61% to 80%) | 4 |

Notes
*Condition value is based on the Council of Tree and Landscape Arrpraisers *Guide for Plant Appraisal* , 10th Edition.

| | |
|---|---|
| **Total Canopy** | 1644 |
| **Canopy Removed:** | 144 |
| **Specimen Canopy Removed:** | 0 |

## TREE MITIGATION REQUIREMENTS

| TREES AND PALMS | |
|---|---|
| Specimen Trees Removed (qty) | 0 |
| Specimen Trees DBH Removed (in) | 0" |
| Specimen Trees Relocated (qty) | 0 |
| Non Specimen Trees Removed (qty) | 1 |
| Non Specimen Trees Canopy Removed (SF) | 144 |
| Non Specimen Relocated (qty) | 0 |
| Total Canopy for Mitigation | 144 |

## LEGEND

| SYMBOL | DESCRIPTION | SYMBOL | DESCRIPTION |
|---|---|---|---|
| | EXISTING TREE TO REMAIN | | EXISTING CHAIN OR WIRE FENCE |
| | TREE TO BE REMOVED | | EXISTING SHRUB LINE |
| | TREE PROTECTION FENCING | | |

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
*Check positive response codes before you dig!*

PERMIT SET


cma
3150 SW 38th Avenue
Suite 950
Miami, FL 33146
786.497.1500
www.chenmoore.com


REGISTRATION
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY EDWARD D. HOWARD ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
LANDSCAPE ARCHITECTURE
EDWARD D. HOWARD
LA 6667129
STATE OF FLORIDA
THE ADDITIONS, DELETIONS OR MODIFICATIONS TO THIS PLAN SET SHALL NOT BE THE RESPONSIBILITY OF THE SIGNING PARTY IN ACCORDANCE WITH RULE 61G10-1.001, F.A.C.

Exhibit A
11/26/2025
1177 Bay Harbor Islands, LLC

CLIENT

PROJECT INFORMATION
**9600 W. BAY HARBOR DR. KAYAK PARK**
BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER
25-0326.00012

CLIENT PROJECT NUMBER

VERIFY SCALES
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
SEPTEMBER 2025

DESIGNED BY
PS

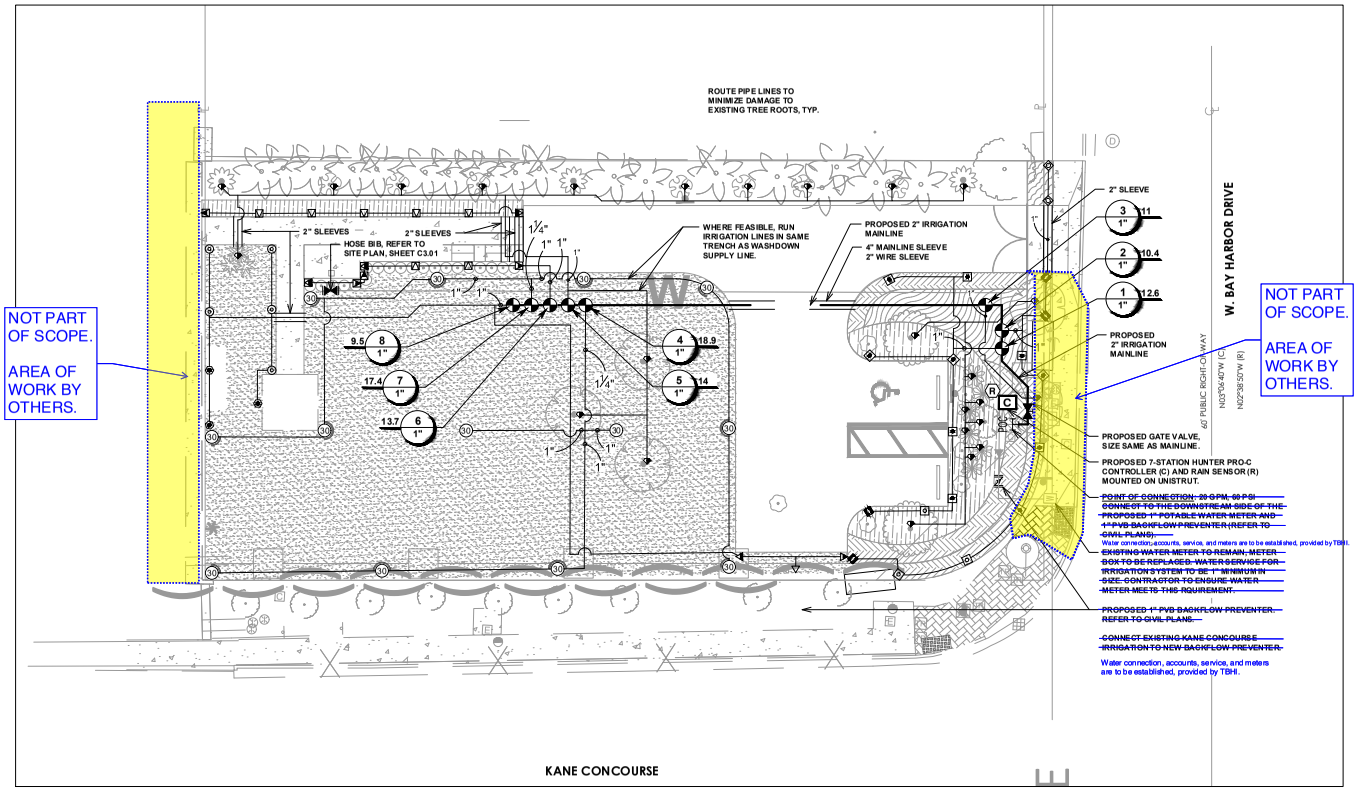
DRAWN BY
PS

CHECKED BY
EDH

DRAWING TITLE
**TREE DISPOSITION PLAN**

DRAWING NUMBER
**L1.03**
14 OF 26


Plot Date= 10/13/2025 8:18:30 AM Username: nkipiada Layout Name: L1.03
Folder Path= X:\Projects\2025\25-0326.00012 - 9600 Stores\Kayak Park Renovation Design\CAD\Sheets Filename: 25-0326.00012 Landscape Plan.dwg




GRAPHIC SCALE
0 5 10 20
1 INCH = 10 FEET

## GENERAL NOTES

1. WATER SERVICE FOR IRRIGATION SYSTEM TO BE 1" MINIMUM IN SIZE. CONTRACTOR TO ENSURE WATER METER MEETS THIS REQUIREMENT.
2. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES.
3. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO ENSURE PROPER SAFETY AND WORKMANSHIP WHEN WORKING IN THE VICINITY OF EXISTING UTILITY LINES.
4. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH FPL ON ANY WORK IN THE VICINITY OF OVERHEAD OR UNDERGROUND POWER LINES.
5. CONTRACTOR SHALL VERIFY PROPER CLEARANCE BELOW EXISTING OVERHEAD POWER LINES PRIOR TO WORKING WITHIN THE VICINITY THE POWER LINES.
6. MAINLINE LOCATION, WHERE SHOWN, IS FOR GRAPHIC CLARITY PURPOSES ONLY. INSTALL AT THE BACK OF CURB, FRONT OF WALK, BACK OF WALK, OR ADJACENT TO OTHER HARDSCAPES TO FACILITATE FUTURE LOCATION AND TO PROTECT FROM DAMAGE. ENSURE MAINLINE IS INSTALLED ACCORDING TO THE IRRIGATION SPECIFICATIONS AND DETAILS.
7. IF IT IS NECESSARY TO HAVE PIPING UNDER HARDSCAPE ITEMS, SUCH AS ROADS, WALKS AND PATIOS, THE PIPES MUST BE SLEEVED WITH THE SLEEVE DIAMETER BEING AT LEAST TWICE THE SIZE OF THE PIPE IT IS CARRYING.
8. ANY MAJOR DESIGN CHANGES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT OF RECORD PRIOR TO CONSTRUCTION; CONTRACTOR PROCEEDS WITH CHANGES AT OWN RISK.
9. NO SUBSTITUTIONS SHALL BE PERMITTED, EXCEPT WITH WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT OF RECORD.

Temporary water meter is to be provided by the TBHI. Water service, account, and usage is the responsibility of the TBHI.

## IRRIGATION SCHEDULE

| SYMBOL | MANUFACTURER/MODEL | QTY | ARC | PSI | GPM | RADIUS |
|---|---|---|---|---|---|---|
| | HUNTER PROS-06-PRS30-CV LCS-515 | 1 | LCS | 30 | 0.65 | 5'x15' |
| | HUNTER PROS-06-PRS30-CV RCS-515 | 1 | RCS | 30 | 0.65 | 5'x15' |
| | HUNTER PROS-06-PRS30-CV SS-530 | 1 | SST | 30 | 1.3 | 5'x30' |
| | HUNTER PROS-06-PRS30-CV 10A | 3 | ADJ | 30 | ≤ 2.02 | 10' |
| | HUNTER PROS-06-PRS30-CV 12A | 5 | ADJ | 30 | ≤ 2.52 | 12' |
| | HUNTER PROS-12-PRS30-CV LCS-515 | 4 | LCS | 30 | 0.65 | 5'x15' |
| | HUNTER PROS-12-PRS30-CV RCS-515 | 3 | RCS | 30 | 0.65 | 5'x15' |
| | HUNTER PROS-12-PRS30-CV SS-530 | 7 | SST | 30 | 1.3 | 5'x30' |
| | HUNTER PROS-12-PRS30-CV 08A | 2 | ADJ | 30 | ≤ 1.76 | 8' |
| | HUNTER PROS-12-PRS30-CV 10A | 4 | ADJ | 30 | ≤ 2.02 | 10' |
| | HUNTER PROS-12-PRS30-CV 12A | 3 | ADJ | 30 | ≤ 2.52 | 12' |
| | HUNTER PROS-12-PRS30-CV 15A | 10 | ADJ | 30 | ≤ 3.71 | 15' |
| | HUNTER PCB 10 | 25 | 360 | 30 | 1 | 3' |

| SYMBOL | MANUFACTURER/MODEL/DESCRIPTION | QTY | PSI | GPM | RADIUS |
|---|---|---|---|---|---|
| | HUNTER I-20-06-MPR 25<br>TURF ROTOR, 6IN, POP-UP, ADJUSTABLE AND FULL CIRCLE. PLASTIC RISER. DRAIN CHECK VALVE. MPR NOZZLE. | 13 | 45 | | 25' |

Temporary water meter and use is the responsibility of the TBHI.

| SYMBOL | MANUFACTURER/MODEL/DESCRIPTION | QTY |
|---|---|---|
| | HUNTER ICV-G-FS<br>1-1/2" REMOTE CONTROL VLAVE WITH GLOBE CONFIGURATION, PRESSURE REGULATING MODULE, AND GLASS-FILLED NYLON CONSTRUCTION. PROVIDE TIER-8 RATED VALVE BOX. | 8 |
| | LEEMCO LMV-11BB<br>2IN. X 2IN. LMV-BB SERIES MAINLINE GATE VALVE. THE BELL X BELL VERSION PROVIDES IN-LINE ISOLATION WHERE THE LOCATION IS NOT NEAR A MAINLINE DUCTILE IRON FITTING. | 1 |
| C | HUNTER P2C-400 WITH (01) PCM-300<br>LIGHT COMMERCIAL & RESIDENTIAL CONTROLLER, 7-STATION EXPANDED MODULE CONTROLLER, 120 VAC, OUTDOOR/INDOOR MODEL | 1 |
| R | HUNTER RAIN-CLIK<br>RAIN SENSOR, WITH CONDUIT INSTALLATION, MOUNT AS NOTED. NORMALLY CLOSED SWITCH. | 1 |
| POC | POINT OF CONNECTION<br>1" POTABLE WATER METER | 1 |
| | IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 | 1,235 LF |
| | IRRIGATION MAINLINE: PVC CLASS 200 SDR 21 | 113.4 LF |
| | PIPE SLEEVE: PVC SCHEDULE 40 | 62.3 LF |

Valve Callout
Valve Number
Valve Flow
Valve Size

## VALVE SCHEDULE

| NUMBER | MODEL | SIZE | TYPE | GPM | PSI @ POC | PRECIP |
|---|---|---|---|---|---|---|
| 1 | HUNTER ICV-G-FS | 1" | SHRUB SPRAY | 12.56 | 33.4 | 0.97 in/h |
| 2 | HUNTER ICV-G-FS | 1" | SHRUB SPRAY | 10.42 | 33.3 | 0.95 in/h |
| 3 | HUNTER ICV-G-FS | 1" | BUBBLER | 11 | 33.3 | 4.28 in/h |
| 4 | HUNTER ICV-G-FS | 1" | TURF ROTOR | 18.88 | 49.0 | 0.65 in/h |
| 5 | HUNTER ICV-G-FS | 1" | BUBBLER | 14 | 34.0 | 3.4 in/h |
| 6 | HUNTER ICV-G-FS | 1" | SHRUB SPRAY | 13.65 | 33.8 | 3.09 in/h |
| 7 | HUNTER ICV-G-FS | 1" | TURF ROTOR | 17.44 | 48.8 | 0.72 in/h |
| 8 | HUNTER ICV-G-FS | 1" | TURF SPRAY | 9.5 | 33.5 | 1.7 in/h |

PHASE 1 is work by 1177 Bay Harbor Islands, LLC. The scope consists of all work within the property, landscape* along the east, and entrance apron. The remaining scope is work by others. Reference the SCOPE OF WORK document for outline of the work that is included and the QUALIFICATIONS and ASSUMPTIONS document.

PHASE 2 is work by the Town of Bay Harbor Islands or others. The scope consists of the of the dock, work to the west of the existing sea wall, and all work outside of the property line inclusive of the east sidewalk, all utilities (except for the plumbing, irrigation, and electrical within the property line).

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
*Check positive response codes before you dig!*

PERMIT SET


cma
3150 SW 38th Avenue
Suite 950
Miami, FL 33146
786.497.1500
www.chenmoore.com


REGISTRATION
TEXT BOX ADDED IN DIGITALLY SIGNED AND SEALED SET
ON THE DATE ADJACENT TO THE SEAL
FROM THE COPIES OF THIS DRAWING THAT WERE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
LA 6667129
STATE OF FLORIDA
THE ADDITION, DELETION OR MODIFICATION OF ELECTRONIC MEDIA IS RESPONSIBILITY OF THE TRANSFERRER OR RECIPIENT
SIGNATURE DATE: 10/13/2025

Exhibit A
11/26/2025
1177 Bay Harbor Islands, LLC

CLIENT

PROJECT INFORMATION
**9600 W. BAY HARBOR DR. KAYAK PARK**
BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER
25-0326.00012

CLIENT PROJECT NUMBER

VERIFY SCALES
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
SEPTEMBER 2025

DESIGNED BY
JC

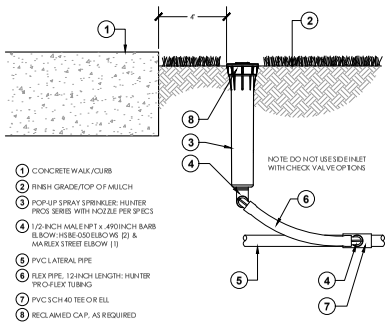
DRAWN BY
JC

CHECKED BY
EDH

DRAWING TITLE
**IRRIGATION PLAN**

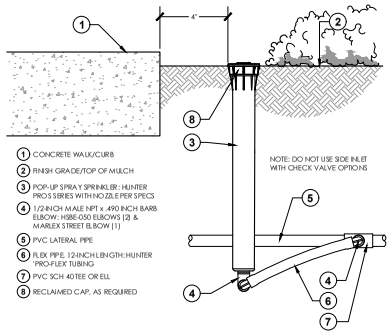
DRAWING NUMBER
**L3.01**
15 OF 26


Plot Date: 10/13/2025 8:18:39 AM Username: rfarfan Layout Name: L3.01
Folder Name: X:\Projects\2025\25-0326.00012 - 9600 Bonnet Kayak Park Renovation Design\Design\CAD\Sheets Filename: 25-0326.00012 Irrigation Plan.dwg



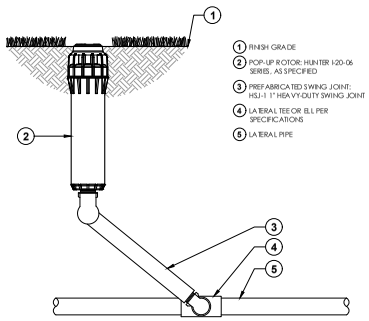

## 1 6" POP-UP SPRAY

3" = 1'-0" 328403.13-05



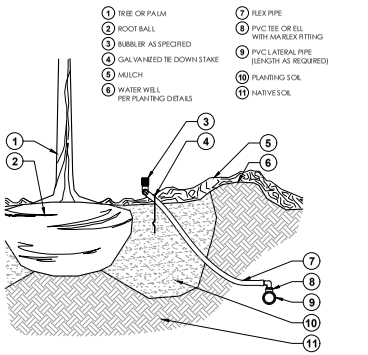

## 2 12" POP-UP SPRAY

3" = 1'-0" 328403.29-12



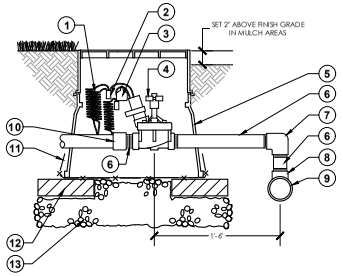

## 3 TURF ROTOR

3" = 1'-0" 328403.16-14



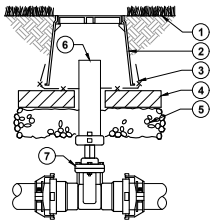

## 4 TREE BUBBLER

1 1/2" = 1'-0" 328403.53-06



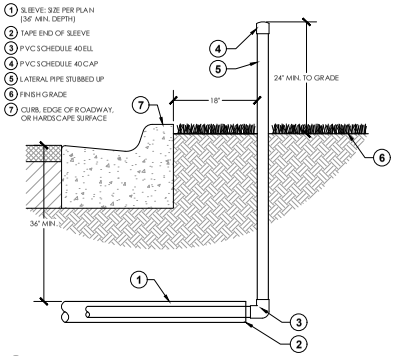

## 5 PRESSURE REGULATING REMOTE CONTROL VALVE

1 1/2" = 1'-0" 328406.13-11



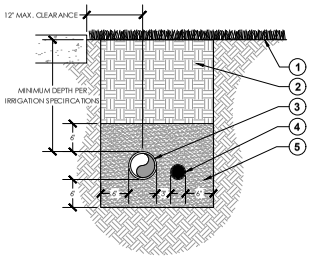
## 6 ISOLATION VALVE

1 1/2" = 1'-0" 328406.33-14



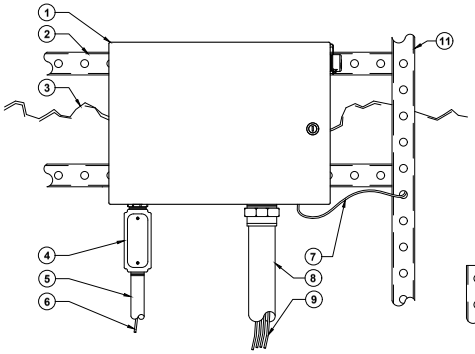

## 7 PIPE SLEEVING

1" = 1'-0" 328409.76-32




## 8 MAINLINE AND LATERAL TRENCH

1" = 1'-0" 328409.76-34



## 9 MODULAR CONTROLLER WITH RAIN SENSOR ON UNISTRUT

3" = 1'-0" 328409.13-42

Temporary water meter and use is the responsibility of the TBHI.

Water connection, accounts, service, and meters are to be established, provided by TBHI.

PHASE 1 is work by 1177 Bay Harbor Islands, LLC. The scope consists of all work within the property, landscape* along the east, and entrance apron. The remaining scope is work by others. Reference the SCOPE OF WORK document for outline of the work that is included and the QUALIFICATIONS and ASSUMPTIONS document.

PHASE 2 is work by the Town of Bay Harbor Islands or others. The scope consists of the of the dock, work to the west of the existing sea wall, and all work outside of the property line inclusive of the east sidewalk, all utilities (except for the plumbing, irrigation, and electrical within the property line).

Sunshine811

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

*Check positive response codes before you dig!*

PERMIT SET

cma
3150 SW 38th Avenue
Suite 950
Miami, FL 33146
786.497.1500
www.chenmoore.com

REGISTRATION

THIS ITEM IS ADDED IN DIGITALLY SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL PRINTED COPIES OF THIS DOCUMENT MAY NOT BE CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

CHRISTOPHER A. DOMINGUEZ LICENSED LANDSCAPE ARCHITECT LA 6667129 STATE OF FLORIDA

THE ADDITIONS, DELETIONS, OR MODIFICATIONS TO THIS SEALED DRAWING SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL OR ENTITY MAKING THOSE CHANGES IN ACCORDANCE WITH RULE 61G10-1.003, F.A.C.

SIGNATURE DATE: 10/13/2025

Exhibit A

11/26/2025
1177 Bay Harbor Islands, LLC

CLIENT

BAY HARBOR ISLANDS

PROJECT INFORMATION

**9600 W. BAY HARBOR DR. KAYAK PARK**

BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER
25-0326.00012

CLIENT PROJECT NUMBER

VERIFY SCALES
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
SEPTEMBER 2025

DESIGNED BY
JC

DRAWN BY
JC

CHECKED BY
EDH

DRAWING TITLE
**IRRIGATION DETAILS**

DRAWING NUMBER
**L3.02**
16 OF 26

Plot Date: 10/13/2025 8:18:40 AM Username: lfarfan Layout Name: L3.02
Folder Path: K:\Projects\2025\25-0326.00012 - 9600 Sorrell Kayak Park Renovation Design\CAD\Sheets Filename: 25-0326.00012 Irrigation Plan.dwg

Plot Date: 10/13/2025 8:18:41 AM Username: lfarfan Layout Name: L3.03
Folder Path: V:\Projects\2025\25-0326.00012 - 96th Street Kayak Park Renovation Design\Design\CAD\Sheets Filename: 25-0326.00012 Irrigation Plan.dwg

# IRRIGATION SPECIFICATIONS

1. GENERAL
1.1. THE SYSTEM HAS BEEN DESIGNED TO CONFORM WITH THE REQUIREMENTS OF ALL APPLICABLE CODES. SHOULD ANY CONFLICT EXIST, THE REQUIREMENTS OF THE CODES SHALL PREVAIL. IT IS THE RESPONSIBILITY OF THE OWNER/INSTALLATION CONTRACTOR TO INSURE THE ENTIRE SYSTEM IS INSTALLED ACCORDING TO ALL APPLICABLE LAWS, RULES, REGULATIONS AND CONVENTIONS. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS ACCORDING TO FEDERAL, STATE AND LOCAL LAWS.
1.2. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES.
1.3. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO ENSURE PROPER SAFETY AND WORKMANSHIP WHEN WORKING IN THE VICINITY OF EXISTING UTILITY LINES.
1.4. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE AND VERIFY PROPER CLEARANCE WITH FPL ON ANY WORK IN THE VICINITY OF OVERHEAD OR UNDERGROUND POWER LINES.
1.5. THE CONTRACTOR MUST SUBMIT FOR APPROVAL, PRIOR TO INSTALLATION, COPIES OF THE MANUFACTURER'S CUT SHEETS/SPECIFICATIONS FOR ALL COMPONENTS TO BE USED IN THE IRRIGATION SYSTEM.
1.6. ~~THE IRRIGATION CONTRACTOR SHALL BE CERTIFIED AS A CERTIFIED IRRIGATION CONTRACTOR BY THE IRRIGATION ASSOCIATION. THE CERTIFICATION SHALL BE CURRENT AND IN GOOD STANDING.~~

2. SCOPE OF WORK
2.1. THE WORK SPECIFIED IN THIS SECTION CONSISTS OF FURNISHING ALL COMPONENTS NECESSARY FOR THE INSTALLATION, TESTING, AND DELIVERY OF A COMPLETE, FULLY FUNCTIONAL AUTOMATIC LANDSCAPE IRRIGATION SYSTEM THAT COMPLETELY COMPLIES WITH THE 100% IRRIGATION PLANS, SPECIFICATIONS, NOTES, DETAILS AND ALL APPLICABLE LAWS, REGULATIONS, CODES AND ORDINANCES. THIS WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, THE PROVIDING OF ALL REQUIRED MATERIAL (PIPE, VALVES, FITTINGS, CONTROLLERS, WIRE, PRIMER, GLUE, ETC.), LAYOUT, PROTECTION OF THE PUBLIC, EXCAVATION, ASSEMBLY, INSTALLATION, BACK FILLING, COMPACTING, REPAIR OF ROAD SURFACES, CONTROLLER AND LOW VOLTAGE FEEDS TO VALVES, CLEANUP, MAINTENANCE, GUARANTEE AND AS-BUILT PLANS.
2.2. ALL IRRIGATED AREAS SHALL PROVIDE 100% HEAD-TO-HEAD COVERAGE FROM A FULLY AUTOMATIC IRRIGATION SYSTEM WITH A RAIN SENSOR AS SHOWN. THE RAIN SENSOR SHALL BE INSTALLED TO PREVENT ITS ACTIVATION BY ADJACENT HEADS. ALL WATERING PROCEDURES SHALL CONFORM TO LOCAL CODES, AS WELL AS THIS PROJECT'S REGIONAL WATER MANAGEMENT DISTRICT RESTRICTIONS AND REGULATIONS. ZONES ARE PRIORITIZED FIRST BY PUBLIC SAFETY AND THEN BY HYDRAULIC CONCERNS. THIS SEQUENCING WILL BE A MANDATORY PUNCH LIST ITEM. THESE PLANS HAVE BEEN DESIGNED TO SATISFY/EXCEED THE FLORIDA BUILDING CODE (FBC) APPENDIX F AND THE FLORIDA IRRIGATION SOCIETY STANDARDS AND SPECIFICATIONS FOR TURF AND LANDSCAPE IRRIGATION SYSTEMS, FOURTH EDITION.
2.3. ~~CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES 72 HOURS PRIOR TO COMMENCEMENT OF WORK.~~ TBHI is to provide as built drawings showing existing conditions.
2.4. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE THEMSELVES WITH ALL GRADE DIFFERENCES, LOCATION OF WALLS, RETAINING WALLS, STRUCTURES AND UTILITIES. DO NOT WILLFULLY INSTALL THE SPRINKLER SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN OBSTRUCTION, GRADE DIFFERENCES OR DIFFERENCES IN THE AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE DESIGN. SUCH OBSTRUCTIONS, OR DIFFERENCES, SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER' AUTHORIZED REPRESENTATIVE. ~~IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.~~
2.5. IRRIGATION CONTRACTOR SHALL REPAIR OR REPLACE ALL EXISTING SITE ITEMS DAMAGED BY THEIR WORK. IRRIGATION CONTRACTOR SHALL COORDINATE THEIR WORK WITH OTHER CONTRACTORS FOR THE LOCATION AND INSTALLATION OF PIPE SLEEVES AND LATERALS THROUGH WALLS, UNDER ~~ROADWAYS AND~~ PAVING, ETC.
2.6. ~~THE CONTRACTOR SHALL TAKE IMMEDIATE STEPS TO REPAIR, REPLACE, OR RESTORE ALL SERVICES TO ANY UTILITIES WHICH ARE DISRUPTED DUE TO THEIR OPERATIONS. ALL COSTS INVOLVED IN DISRUPTION OF SERVICE AND REPAIRS DUE TO NEGLIGENCE ON THE PART OF THE CONTRACTOR SHALL BE THE CONTRACTOR'S RESPONSIBILITY.~~

3. SUBMITTALS
3.1. THE CONTRACTOR SHALL PROVIDE FOR APPROVAL PRIOR TO INSTALLATION, MANUFACTURER'S PRODUCT DESCRIPTION SHEETS/SPECIFICATIONS FOR ALL MAJOR COMPONENTS OF THE IRRIGATION SYSTEM. MODEL NUMBERS SHALL BE HIGHLIGHTED OR CIRCLED.
3.2. ~~NO~~ SUBSTITUTIONS OR DEVIATIONS FROM THE SPECIFIED BRANDS, MODELS, OR SIZES SHALL BE PERMITTED, ~~EXCEPT~~ WITH WRITTEN APPROVAL FROM ~~THE LANDSCAPE ARCHITECT OF RECORD~~ the TBHI.
3.3. ANY MAJOR DESIGN CHANGES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT OF RECORD PRIOR TO CONSTRUCTION; CONTRACTOR PROCEEDS WITH CHANGES AT OWN RISK. ~~DESIGN CHANGES, SUBSTITUTIONS, OR DEVIATIONS NOT APPROVED BY THE LANDSCAPE ARCHITECT OF RECORD WILL RESULT IN REJECTION AND REPLACEMENT OF MATERIALS AT NO ADDITIONAL COST TO THE OWNER.~~

4. POST CONSTRUCTION DOCUMENTATION
4.1. DOCUMENTATION:
4.1.1. PROVIDE THE MANUFACTURERS' RECOMMENDED OPERATING INSTRUCTIONS FOR ALL MAJOR COMPONENTS INCORPORATED INTO THE IRRIGATION SYSTEM.
4.1.2. PROVIDE SYSTEM OPERATION MANUALS, MAINTENANCE SCHEDULES, RECOMMENDED SCHEDULE OF OPERATION INCLUDED AVERAGE APPLICATION RATES WITH SEASONAL ADJUSTMENTS FOR EACH ZONE.
4.1.3. PROVIDE ALL REQUIRED TESTING AND INSPECTION CERTIFICATES TO THE OWNER OR OWNER'S REPRESENTATIVE
4.2. AS-BUILT DRAWINGS: PROVIDE RECORD DRAWINGS AND PLANS SHOWING ALL CHANGES IN THE DESIGN TO INDICATE THE ACTUAL INSTALLATION AND LOCATION OF ALL EQUIPMENT AND MATERIALS. THE FOLLOWING SPECIFIC ITEMS MUST BE INCLUDED:
4.2.1. LOCATION AND SIZE OF MAINLINE PIPING, LATERAL PIPING, AND PIPE SLEEVING.
4.2.2. ISOLATION VALVES
4.2.3. REMOTE CONTROL VALVE LOCATIONS, SIZES, NUMBER, AND AREA OF COVERAGE SHOWN USING DIFFERENT COLORS.
4.2.4. SPLICE BOXES AND LOW VOLTAGE WIRING PATH.
4.2.5. CONTROLLER AND RAIN SHUTOFF DEVICES.
4.2.6. POINT OF CONNECTION INCLUDING THE TYPE OF WATER SOURCE, SIZE, FLOW RATE, AND OPERATING PRESSURE.
4.2.7. DATE AND SCALE.
4.2.8. CONTRACTOR'S NAME, ADDRESS, AND TELEPHONE NUMBER.
4.2.9. ~~THE AS-BUILT DRAWINGS SHALL BE SIGNED BY A FLORIDA REGISTERED LANDSCAPE ARCHITECT OR PROFESSIONAL ENGINEER.~~
4.3. CONTRACTOR SHALL FURNISH FIVE EXTRA UNITS OF EACH TYPE OF POPUP SPRAY AND EMITTER THAT MATCH PRODUCTS INSTALLED AND THAT ARE PACKAGED WITH PROTECTIVE COVERING FOR STORAGE AND IDENTIFIED WITH LABELS DESCRIBING CONTENTS. INCLUDE TOOLS TO SERVICE THESE PRODUCTS.

5. FINAL ACCEPTANCE
5.1. FINAL ACCEPTANCE OF THE IRRIGATION SYSTEM WILL BE GIVEN AFTER THE FOLLOWING DOCUMENTS AND CONDITIONS HAVE BEEN COMPLETED AND APPROVED. FINAL PAYMENT WILL NOT BE RELEASED UNTIL THESE CONDITIONS ARE SATISFIED.
5.1.1. FINAL WALK-THRU AND CORRECTION OF ALL PUNCH LIST ITEMS.
5.1.2. COMPLETION AND ACCEPTANCE OF AS-BUILT RECORD DRAWINGS.
5.1.3. TURNOVER OF ALL REQUIRED PARTS AND TOOLS AS OUTLINED IN THE PROJECT SPECIFICATIONS.

6. GUARANTEE
6.1. FULLY WARRANT THE LANDSCAPE IRRIGATION SYSTEM FOR A PERIOD OF ONE (1) YEAR AFTER THE WRITTEN FINAL ACCEPTANCE.
6.2. DURING THE WARRANTY PERIOD, ENFORCE MANUFACTURER'S AND SUPPLIER'S WARRANTIES. MALFUNCTIONS, DEFICIENCIES, BREAKS, DAMAGES, DISREPAIR OR OTHER DISORDERS DUE TO MATERIALS, WORKMANSHIP, OR INSTALLATION BY THE CONTRACTOR AND HIS SUPPLIERS SHALL BE IMMEDIATELY AND PROPERLY CORRECTED.
6.3. REPAIR DAMAGES PROMPTLY WHICH ARE CAUSED BY SYSTEM MALFUNCTION.

7. POINT OF CONNECTION (P.O.C.)
7.1. THE POC IS AN EXISTING 1" POTABLE WATER METER, UTILIZING AN EXISTING MUNICIPAL POTABLE WATER MAIN. THE POC SHALL BE CAPABLE OF SUPPLYING A MINIMUM OF 20 GPM AT 60 PSI. CONTRACTOR SHALL VERIFY THESE MINIMUM CONDITIONS CAN BE MET PRIOR TO BEGINNING IRRIGATION SYSTEM INSTALLATION.
7.2. IF THE CONDITIONS CAN NOT BE MET, THE CONTRACTOR MUST NOTIFY THE DESIGNER PRIOR TO PROCEEDING WITH THE WORK. ~~IF THE CONTRACTOR DOES NOT DO SO, THE CONTRACTOR PROCEEDS AT THEIR OWN RISK AND BECOMES RESPONSIBLE FOR ANY FUTURE WORK REQUIRED TO MAKE THE SYSTEM PERFORM AS REQUIRED.~~

8. PIPING
8.1. MAINLINE PIPE: PVC CLASS 200 SDR 21, NON-GASKETED, SOLVENT WELD, WITH SCHEDULE 40 PVC FITTINGS.
8.2. LATERAL PIPE: PVC CLASS 200 SDR 21, NON-GASKETED, SOLVENT WELD, WITH SCHEDULE 40 PVC FITTINGS.
8.3. THREADED PIPE: PVC SCHEDULE 80.
8.4. PIPE LOCATIONS SHOWN ON THE PLAN ARE SCHEMATIC AND SHALL BE ADJUSTED IN THE FIELD. WHEN LAYING OUT MAINLINES PLACE A MAXIMUM OF 12" AWAY FROM EITHER THE BACK OF CURB, FRONT OF WALK, BACK OF WALK, OR OTHER HARDSCAPE TO ALLOW FOR EASE IN LOCATING AND PROTECTION FROM PHYSICAL DAMAGE. INSTALL ALL LATERAL PIPE NEAR EDGES OF PAVEMENT OR AGAINST BUILDINGS WHENEVER POSSIBLE TO ALLOW SPACE FOR PLANT ROOT BALLS. ALWAYS INSTALL PIPING INSIDE PROJECT PROPERTY BOUNDARY.
8.5. PIPES SHALL ALWAYS BE PLACED IN PLANTING BEDS. IF IT IS NECESSARY TO HAVE PIPING UNDER HARDSCAPES, SUCH AS ROADS, WALKS, AND PATIOS, THE PIPES MUST BE SLEEVED USING SCH 40 PVC WITH THE SLEEVE DIAMETER BEING TWICE THE SIZE OF THE PIPE IT IS CARRYING WITH A MINIMUM SLEEVE SIZE OF 2".
8.6. PIPE SIZES SHALL CONFORM TO THOSE SHOWN ON THE DRAWINGS. NO SUBSTITUTIONS OF SMALLER PIPE SIZES SHALL BE PERMITTED, BUT SUBSTITUTIONS OF LARGER SIZES MAY BE APPROVED. ALL DAMAGED AND REJECTED PIPE SHALL BE REMOVED FROM THE SITE AT THE TIME OF SAID REJECTION.
8.7. CONTRACTOR TO ENSURE ALL MAINLINE PIPING IS PROPERLY RESTRAINED USING MECHANICAL JOINT FITTINGS, RESTRAINING COLLARS, THREADED RODS, THRUST BLOCKS, ETC., AS AND WHERE REQUIRED. CONTRACTOR SHALL REFER TO PIPE MANUFACTURER'S RECOMMENDED INSTALLATION PRACTICES FOR FURTHER DIRECTION.
8.8. PVC PIPE JOINT COMPOUND AND PRIMER: SLOW-DRYING, HEAVY DUTY CEMENT AND TINTED (PURPLE) PRIMER THAT IS COMPATIBLE WITH THE CEMENT. THE PVC CEMENT SHALL BE WELD-ON 2711 GREY AND THE PRIMER SHALL BE WELD-ON P70 PURPLE PRIMER, OR APPROVED EQUALS.
8.9. MAIN LINE PIPE DEPTH MEASURED TO THE TOP OF PIPE SHALL BE 18" MINIMUM, 36" MINIMUM AT VEHICULAR CROSSINGS.
8.10. LATERAL LINE DEPTHS MEASURED TO TOP OF PIPE SHALL BE 12" MINIMUM, 30" MINIMUM AT VEHICULAR CROSSINGS.

9. LAYOUT
9.1. LAY OUT IRRIGATION SYSTEM MAINLINES AND LATERAL LINES. MAKE THE NECESSARY ADJUSTMENTS AS REQUIRED TO TAKE INTO ACCOUNT ALL SITE OBSTRUCTIONS AND LIMITATIONS PRIOR TO EXCAVATING TRENCHES.
9.2. ~~STAKE ALL SPRINKLER HEAD LOCATIONS.~~ ADJUST LOCATION AND MAKE THE NECESSARY MODIFICATIONS TO NOZZLE TYPES, ETC. REQUIRED TO INSURE 100% HEAD TO HEAD COVERAGE. REFER TO THE EDGE OF PAVEMENT DETAIL ON THE IRRIGATION DETAIL SHEET.
9.3. SPRAY HEADS SHALL BE INSTALLED 4" FROM SIDEWALKS OR CURBED ROADWAYS AND 12" FROM UNCURBED ROADWAYS AND BUILDING FOUNDATIONS. ROTORS SHALL BE INSTALLED 4" FROM SIDEWALKS OR CURBED ROADWAYS, 12" FROM BUILDING FOUNDATIONS, AND 36" FROM UNCURBED ROADWAYS.
9.4. SHRUB HEADS SHALL BE INSTALLED ON 3/4" SCH 40 PVC RISERS. THE RISERS SHALL BE SET AT A MINIMUM OF 18" OFF SIDEWALKS, ROADWAY CURBING, BUILDING FOUNDATIONS, AND/OR ANY OTHER HARDSCAPED AREAS. SHRUB HEADS SHALL BE INSTALLED TO A STANDARD HEIGHT OF 4" BELOW MAINTAINED HEIGHT OF PLANTS AND SHALL BE INSTALLED WITHIN PLANTED MASSES TO BE LESS VISIBLE AND OFFER PROTECTION. PAINT ALL SHRUB RISERS WITH FLAT BLACK OR FOREST GREEN PAINT, UNLESS IRRIGATION SYSTEM WILL BE INSTALLED FROM A REUSE WATER SYSTEM WITH PURPLE PVC RISERS.
9.5. LOCATE VALVES PRIOR TO EXCAVATION. INSURE THAT THEIR LOCATION PROVIDES FOR EASY ACCESS AND THAT THERE IS NO INTERFERENCE WITH PHYSICAL STRUCTURES, PLANTS, TREES, POLES, ETC. VALVE BOXES MUST BE PLACED A MINIMUM OF 12" AND A MAXIMUM OF 15" FROM THE EDGE OF PAVEMENT, CURBS, ETC., AND THE TOP OF THE BOX MUST BE 2" ABOVE FINISH GRADE. NO VALVE BOXES SHALL BE INSTALLED IN TURF AREAS WITHOUT APPROVAL BY THE IRRIGATION DESIGNER; ONLY IN SHRUB BEDS. NEVER INSTALL VALVE BOXES WITHIN A SPORTS FIELD OR DESIGNATED PLAY AREA.

8. ELECTRICAL POWER SUPPLY
8.1. ELECTRICAL SUPPLY FOR THE CONTROLLER SHALL BE PROVIDED BY THE IRRIGATION CONTRACTOR. CONTRACTOR TO COORDINATE WITH LOCAL UTILITIES FOR THE INSTALLATION OF AND CONNECTION TO AVAILABLE SITE POWER SUPPLY FOR REQUIRED ELECTRICAL COMPONENTS AS SET FORTH IN THE 100% IRRIGATION PLANS.
8.2. ALL ELECTRICAL INSTALLATION TO COMPLY WITH THE NATIONAL ELECTRICAL CODE AND ANY AND ALL OTHER APPLICABLE ELECTRICAL CODES, LAWS AND REGULATIONS. A LICENSED ELECTRICIAN SHALL PERFORM ALL ELECTRICAL HOOK-UPS. POWER FOR THE CONTROLLER SHALL BE 120 VOLT, 20 AMP.

9. CONTROL WIRING
9.1. IRRIGATION CONTROL WIRE SHALL BE THERMOPLASTIC SOLID COPPER, SINGLE CONDUCTOR, LOW VOLTAGE IRRIGATION CONTROLLER WIRE SUITABLE FOR DIRECT BURIAL AND CONTINUOUS OPERATION AT RATED VOLTAGES.
9.2. TAPE AND BUNDLE CONTROL WIRES EVERY 10' AND RUN ADJACENT TO THE MAINLINE. AT ALL TURNS IN DIRECTION MAKE A 2' COIL OF WIRE. AT ALL VALVE BOXES COIL WIRE AROUND A 3/4" PIECE OF PVC PIPE TO MAKE A COIL USING 30 LINEAR INCHES OF WIRE. MAKE ELECTRICAL CONNECTIONS WITH 3M-DBY,DBR CONNECTORS.
9.3. NUMBER ALL WIRES USING AN ELECTRICAL BOOK OF NUMBERS ACCORDING TO THE PLANS. NUMBER WIRES IN ALL VALVE BOXES, JUNCTION BOXES AND AT THE CONTROLLER.
9.4. WIRE SIZED, NUMBERED AND COLORED AS FOLLOWS:
- #14 WHITE FOR COMMON
- #14 SPARE BLACK COMMON
- #14 RED FOR HOT WIRES
- #14 SPARE YELLOW HOT WIRE

10. CONTROLLER GROUNDING
10.1. CONTRACTOR TO UTILIZE 4"X8"X5/8" COPPER GROUNDING PLATES, 5/8"X10' COPPER CLAD GROUNDING RODS, 'ONE STRIKE' CAD WELLS AT ALL CONNECTION POINTS, #6 BARE COPPER WIRE, AND EARTH CONTACT MATERIAL. INSTALL THESE AND OTHER REQUIRED COMPONENTS AS OUTLINED IN THE DETAIL. CONTRACTOR TO VERIFY THAT THE EARTH TO GROUND RESISTANCE DOES NOT EXCEED 10 OHMS. CONTRACTOR SHALL PROVIDE A WRITTEN CERTIFICATION ON A LICENSED ELECTRICAL CONTRACTORS LETTER HEAD SHOWING THE DATE OF THE TEST, CONTROLLER LOCATION, AND TEST RESULTS. EACH CONTROLLER SHALL BE SO GROUNDED AND TESTED.

11. VALVES
11.1. SEQUENCE ALL VALVES SO THAT THE FARTHEST VALVE FROM THE P.O.C. OPERATES FIRST AND THE CLOSEST TO THE P.O.C. OPERATES LAST. THE CLOSEST VALVE TO THE P.O.C. SHOULD BE THE LAST VALVE IN THE PROGRAMMED SEQUENCE.
11.2. ADJUST THE FLOW CONTROL ON EACH RCV TO ENSURE SHUT OFF IN 10 SECONDS AFTER DEACTIVATION BY THE IRRIGATION CONTROLLER.
11.3. USING 3" HIGH NUMBER STENCILS, PAINT THE VALVE NUMBER IN WHITE ON THE LID OF EACH VALVE BOX.

12. EQUIPMENT
12.1. BUBBLERS SHALL BE INSTALLED USING SCH 80 NIPPLES AND SHALL BE PLACED AT THE BASE OF TREES FOR LOW LEVEL WATERING.
12.2. ALL POP-UP HEADS AND SHRUB RISERS SHALL BE PRESSURE COMPENSATING. ALL POP-UP HEADS SHALL BE MOUNTED ON FLEX-TYPE SWING JOINTS.
12.3. ALL SPRINKLER EQUIPMENT NOT OTHERWISE DETAILED OR SPECIFIED SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS, AND IN ACCORDANCE WITH LOCAL AND STATE LAWS.

13. TRENCHING
13.1. EXCAVATE STRAIGHT AND VERTICAL TRENCHES WITH SMOOTH, FLAT OR SLOPING BOTTOMS. TRENCH WIDTH AND DEPTH SHOULD BE SUFFICIENT TO ALLOW FOR THE PROPER VERTICAL AND HORIZONTAL SEPARATION BETWEEN PIPING AS SHOWN IN THE PIPE INSTALLATION DETAIL ON THE DETAIL SHEET.
13.2. PROTECT EXISTING LANDSCAPED AREAS. REMOVE AND REPLANT ANY DAMAGED PLANT MATERIAL UPON JOB COMPLETION. THE REPLACEMENT MATERIAL SHALL BE THE SAME GENUS, SPECIES, AND SIZE OF THE MATERIAL IT IS REPLACING. THE FINAL DETERMINATION AS TO WHAT NEEDS TO BE REPLACED AND THE ACCEPTABILITY OF THE REPLACEMENT MATERIAL SHALL BE SOLELY DETERMINED BY THE OWNER OR OWNER'S REPRESENTATIVE.

14. INSTALLATION
14.1. CUT ALL PIPE SQUARE AND DEBURR. CLEAN PIPE AND FITTINGS OF FOREIGN MATERIAL, THEN APPLY A SMALL AMOUNT OF PRIMER WHILE ENSURING THAT ANY EXCESS IS WIPED OFF IMMEDIATELY. PRIMER SHOULD NOT PUDDLE OR DRIP FROM PIPE OR FITTINGS. NEXT APPLY A THIN COAT OF PVC CEMENT. FIRST APPLY A THIN LAYER TO THE PIPE, THEN A THIN LAYER INSIDE THE FITTING, AND FINALLY ANOTHER VERY THIN LAYER ON THE PIPE. INSERT THE PIPE INTO THE FITTING. INSURE THAT THE PIPE IS INSERTED TO THE BOTTOM OF THE FITTING, THEN TURN THE PIPE A 1/4 TURN AND HOLD FOR 10 SECONDS. MAKE SURE THAT THE PIPE DOESN'T RECEDE FROM THE FITTING. IF THE PIPE ISN'T AT THE BOTTOM OF THE FITTING UPON COMPLETION, THE GLUE JOINT IS UNACCEPTABLE AND MUST BE DISCARDED.
14.2. PIPES MUST CURE A MINIMUM OF 30 MINUTES PRIOR TO HANDLING AND PLACING INTO TRENCHES. A LONGER CURING TIME MAY BE REQUIRED; REFER TO THE MANUFACTURER'S SPECIFICATIONS. THE PIPE MUST CURE A MINIMUM OF 24 HOURS PRIOR TO FILLING WITH WATER.

15. BACKFILLING
15.1. THE BACKFILL 6" BELOW AND 6" ABOVE ALL PIPING SHALL BE CLEAN SAND. ALL OTHER TRCNCH BACKFILL CAN BE NATIVE MATERIAL BUT SHALL NOT CONTAIN ANYTHING LARGER THAN 2" IN DIAMETER.
15.2. CONTRACTOR SHALL BACKFILL ALL PIPING, BOTH MAINLINE AND LATERALS, PRIOR TO PERFORMING ANY PRESSURE TESTS. THE PIPE SHALL BE BACKFILLED WITH THE EXCEPTION OF 2' ON EACH SIDE OF EVERY JOINT (BELL FITTINGS, 90'S, TEES, 45'S, ETC.). THESE JOINTS SHALL NOT BE BACKFILLED UNTIL ALL PIPING HAS SATISFACTORILY PASSED ITS APPROPRIATE PRESSURE TEST AS OUTLINED BELOW.

16. TESTING & FLUSHING
16.1. LEAKAGE TESTING
16.1.1. REMOVE ALL REMOTE CONTROL VALVES AND CAP USING A THREADED CAP. FILL MAINLINE WITH WATER AND PRESSURIZE THE SYSTEM TO 125 PSI. MONITOR THE SYSTEM PRESSURE AT TWO GAUGE LOCATIONS; THE GAUGE LOCATIONS MUST BE AT OPPOSITE ENDS OF THE MAINLINE. WITH THE SAME RESPECTIVE PRESSURES, MONITOR THE GAUGES FOR TWO HOURS.
16.1.2. PVC SOLVENT-WELD PIPE CONNECTIONS SHALL HAVE NO LEAKAGE. GASKETED PIPING SHALL LOSE NO MORE WATER THAN ALLOWED PER THE FLORIDA STATE BUILDING CODE, VOLUME II PLUMBING, PART VI, APPENDIX 'F'. REFER TO THIS SECTION FOR THE FORMULA TO BE USED TO CALCULATE THE MAXIMUM ALLOWABLE WATER LOSS DURING THE TESTING TIME.
16.1.3. REPAIR ALL LEAKS AND RETEST MAINLINE PIPING UNTIL THE TEST IS SUCCESSFUL.
16.1.4. LATERAL PIPE MUST BE FILLED AND VISUALLY CHECKED FOR LEAKS. ANY LEAKS DETECTED MUST BE REPAIRED. NO PRESSURE TEST OF THE LATERAL LINES IS REQUIRED.
16.2. FLUSHING:
16.2.1. PRIOR TO THE PLACEMENT OF HEADS, FLUSH ALL LINES FOR A MINIMUM OF 10 MINUTES OR UNTIL LINES ARE COMPLETELY CLEAN OF DEBRIS, WHICHEVER IS LONGER.
16.2.2. USE SCREENS IN HEADS AND ADJUST HEADS FOR PROPER COVERAGE AVOIDING EXCESS WATER ON WALLS, WALKS AND PAVING.
16.3. OPERATIONAL TESTING:
16.3.1. UPON COMPLETION OF BACKFILLING, FINISH GRADING AND CONTOURING, TEST THE ENTIRE SYSTEM FOR PROPER OPERATION, INCLUDING ELECTRICALLY ACTUATING THE REMOTE CONTROL VALVES. RUN EACH ZONE UNTIL WATER BEGINS TO PUDDLE OR RUN OFF. THIS WILL ALLOW DETERMINATION OF THE NUMBER OF IRRIGATION START TIMES NECESSARY TO MEET THE WEEKLY EVAPOTRANSPIRATION REQUIREMENTS OF THE PLANTING MATERIAL IN EACH ZONE. IN SANDY SOILS NO PUDDLING WILL OCCUR. IN THESE CASES, CALCULATE THE REQUIRED RUN TIMES.
16.3.2. ONCE THE MAINLINE AND LATERAL LINES HAVE PASSED THEIR RESPECTIVE TESTS AND THE SYSTEM IS COMPLETELY OPERATIONAL, A COVERAGE TEST AND DEMONSTRATION OF THE SYSTEM IS REQUIRED. THE IRRIGATION CONTRACTOR MUST DEMONSTRATE TO THE OWNER OR HIS/HER REPRESENTATIVE THAT PROPER COVERAGE IS OBTAINED AND THAT THE SYSTEM WORKS AUTOMATICALLY FROM THE CONTROLLER. THIS DEMONSTRATION REQUIRES THAT EACH ZONE BE TURNED ON IN THE PROPER SEQUENCE AS SHOWN ON THE PLANS FROM THE CONTROLLER. EACH ZONE WILL BE INSPECTED FOR PROPER COVERAGE AND FUNCTION. THE DETERMINATION OF PROPER COVERAGE AND FUNCTION WILL BE SOLELY DETERMINED BY THE OWNER OR OWNER'S REPRESENTATIVE.

Water connection, accounts, service, and meters are to be established, provided by TBHI.

PHASE 1 is work by 1177 Bay Harbor Islands, LLC. The scope consists of all work within the property, landscape* along the east, and entrance apron. The remaining scope is work by others. Reference the SCOPE OF WORK document for outline of the work that is included and the QUALIFICATIONS and ASSUMPTIONS document.

PHASE 2 is work by the Town of Bay Harbor Islands or others. The scope consists of the of the dock, work to the west of the existing sea wall, and all work outside of the property line inclusive of the east sidewalk, all utilities (except for the plumbing, irrigation, and electrical within the property line).

**Sunshine811**
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
*Check positive response codes before you dig!*

PERMIT SET

**cma** chen moore and associates
3150 SW 38th Avenue
Suite 950
Miami, FL 33146
786.497.1500
www.chenmoore.com

REGISTRATION
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:
ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
REGISTERED LANDSCAPE ARCHITECT ERIC DOUGLAS HARRISON LA 6667129 STATE OF FLORIDA
THE ABOVE NAMED LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE THIS SHEET IN ACCORDANCE WITH RULE 61G10-11.011, F.A.C.
SIGNATURE DATE: 10/13/2025

Exhibit A

11/26/2025
1177 Bay Harbor Islands, LLC

CLIENT

PROJECT INFORMATION
**9600 W. BAY HARBOR DR. KAYAK PARK**
BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER
25-0326.00012

CLIENT PROJECT NUMBER

VERIFY SCALES
0 — 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
SEPTEMBER 2025

DESIGNED BY
JC

DRAWN BY
JC

CHECKED BY
EDH

DRAWING TITLE
IRRIGATION SPECIFICATIONS

DRAWING NUMBER
**L3.03**
17 OF 26

# 9600 W. BAY HARBOR DR.
# KAYAK PARK

## 9600 W BAY HARBOR DR
## TOWN OF BAY HARBOR ISLANDS, FL, 33154

| | SHEET INDEX | |
|---|---|---|
| | SHEET NUMBER | TITLE |
| | C9.00 | COVER SHEET |
| | C9.01 | GENERAL NOTES |
| | C9.02 | EXISTING CONDITIONS |
| | C9.03 | PROPOSED KAYAK LAUNCH PLAN |
| | C9.04 | PROPOSED SECTIONS |
| | C9.05 | FRAMING DETAILS |
| | C9.06 | MISCELLANEOUS DETAILS |

Not Part of Scope by 1177 Bay Harbor Islands, LLC

Exhibit A

11/26/2025
1177 Bay Harbor Islands, LLC

NOT FOR CONSTRUCTION

PERMIT DRAWINGS
FOR REGULATORY REVIEW ONLY
09/11/2025


OWNER:
1030 95TH STREET
BAY HARBOR ISLANDS, FL 33154
WWW.BAYHARBORISLANDS-FL.GOV
TEL: +1 305-866-6241

CLIENT:
chen moore and associates
3150 SW 38TH AVE, SUITE 950
MIAMI, FL, 33146
TEL: +1 786-497-1500
WWW.CHENMOORE.COM

ENGINEER:
CUMMINS | CEDERBERG
Coastal & Marine Engineering
MIAMI | FORT LAUDERDALE | JUPITER
SARASOTA | ST. PETERSBURG | TALLAHASSEE
TEL: +1 305-741-6155 FAX: 305-974-1969
WWW.CUMMINSCEDERBERG.COM


811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast. It's free. It's the law.
www.callsunshine.com

J:\Projects\37010 9600 W Bay Harbor Kayak Launch\03 - Drawings\Permits\Working\(2025-09-11)P 37010 -9600-Kayak Launch.dwg

Not Part of Scope by 1177 Bay Harbor Islands, LLC

## GENERAL

1. THE WORK CONSISTS OF PROVIDING ALL CONSTRUCTION, LABOR, EQUIPMENT, MATERIAL AND OPERATIONS IN CONNECTION WITH THE SHORELINE IMPROVEMENTS AS SHOWN ON THESE DRAWINGS.
2. ANY DISCREPANCIES IN THE PLANS WITH THE FIELD CONDITIONS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER. CONSTRUCTION SHALL NOT CONTINUE UNTIL THE ENGINEER HAS ADDRESSED THE DISCREPANCIES.
3. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING STRUCTURES IN THE PROJECT VICINITY. ANY DAMAGE TO PRIVATE OR PUBLIC PROPERTY WITHIN THE PROJECT VICINITY, INCLUDING STAGING SITES, WORK, AND ACCESS AREAS SHALL BE REPAIRED PROMPTLY BY THE CONTRACTOR. ANY DAMAGE AS A RESULT OF THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AT NO COST TO THE
   AND STAGING AREAS SHALL BE KEPT NEAT, ORDERLY, AND IN A SAFE M
   AND STAGING AREAS SHALL BE RESTORED TO THE PRE-CONSTRUCTION
   PROJECT COMPLETION AT THE COST OF THE CONTRACTOR. THE SITE S
   REMOVING AND FINISHING ALL EVIDENCE FOR CONSTRUCTION. IN THE
   INFRASTRUCTURE (SUCH AS WALKWAYS, SIDEWALKS, FENCES, VEGETA
   TEMPORARILY REMOVED OR RELOCATED, OR THERE IS UNAUTHORIZED
   VEGETATION AND/OR FACILITIES BY THE CONTRACTOR, THE CONTRACT
   ALL DAMAGE TO STRUCTURES AND NATURAL FEATURES TO PRE-CONSTI
   OR BETTER.
4. UTILITIES ARE NOT SHOWN IN THE PLANS. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL PRESENT UTILITIES PRIOR TO CONSTRUCTION.
5. CONTRACTOR IS RESPONSIBLE FOR PROVIDING PROPER CLEARANCE AND PROTECTION TO ALL OVERHEAD WIRES AND OBSTRUCTIONS.
6. THE CONTRACTOR SHALL EXCLUDE THE PUBLIC FROM THE WORK AREAS IN THE IMMEDIATE VICINITY OF OPERATIONS. CONTRACTOR SHALL PROVIDE APPROPRIATE SAFETY MEASURES TO PROTECT THE PUBLIC.
7. ALL NEW STRUCTURAL WORK INCLUDING CONCRETE AND REINFORCEMENT SHALL BE ACCURATELY FIELD MEASURED AND DIMENSIONS VERIFIED BY THE CONTRACTOR PRIOR TO ORDERING MATERIALS. CONTRACTOR SHALL BE PREPARED TO MAKE FIELD ADJUSTMENTS TO ACCURATELY FIT THE NEW WORK TO EXISTING CONDITIONS.
8. NO CONSTRUCTION SHALL COMMENCE UNTIL ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN SECURED AND THE CONTRACTOR HAS BEEN ISSUED NOTICE TO PROCEED.
9. ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN CHANGED IN SIZE BY REPRODUCTION. THIS SHOULD BE CONSIDERED WHEN OBTAINING SCALED DATA.
10. CONSTRUCTION WORK SHALL BE EXECUTED IN ACCORDANCE WITH ALL LOCAL, STATE, AND NATIONAL BUILDING CODES AND GOVERNING REGULATIONS INCLUDING THE FDEP, USACE, AND MIAMI-DADE COUNTY. CONTRACTOR SHALL ADHERE TO ALL CONDITIONS OF THE PERMITS AND EXEMPTIONS.
11. WORK SHALL BE CONDUCTED DURING DAYLIGHT HOURS.
12. THE CONTRACTOR SHALL PROVIDE PHOTOGRAPHS OR VIDEO OF THE WORK AREA PRIOR TO COMMENCING WORK TO DOCUMENT THE PRE-CONSTRUCTION CONDITIONS OF EXISTING INFRASTRUCTURE.

## DESIGN CODES AND STANDARDS

1. FLORIDA BUILDING CODE 2023 (8TH EDITION)
2. ASCE 7-22
3. AWC NDS 2018
4. AWPA U1-20

## DESIGN LOADING

1. DEAD LOADS:
   VISUALLY GRADED SOUTHERN PINE = 35 LB/CF, SPECIFIC GRAVITY G = 0.55
   ALUMINUM GANGWAY = 10 PSF
2. LIVE LOADS:
   UNIFORM FLOOR LOADS:
   ACCESS DOCK = 60 PSF
   GANGWAY = 60 PSF
   FLOATING DOCK = 60 PSF
   HANDRAIL & GUARDRAIL:
   DISTRIBUTED LOAD = 50 PLF
   CONCENTRATED LOAD = 200 LBS

## SURVEY

1. SURVEY PROVIDED BY LONGITUDE SURVEYORS, DATED APRIL 16, 2025.
2. VERTICAL DATUM: NATIONAL GEODETIC VERTICAL, 1929 (NGVD29), U.S. SURVEY FEET.
3. THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE RESULTS OF SURVEYS MADE ON THE DATES INDICATED AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS EXISTING AT THAT TIME.

## GEOTECHNICAL DATA

1. GEOTECHNICAL REPORT TITLED "SEAWALL REPLACEMENT NWC OF INTERSECTION OF W BAY HARBOR DR & KANE CONCOURSE BAY HARBOR ISLANDS, FL" SITE ASSESSMENT BY PANGEO CONSULTANTS, LLC DATED: NOVEMBER 2022. BORING LOCATIONS ARE APPROXIMATE; REFER TO GEOTECHNICAL REPORT.

## TIDAL DATA

1. CONTRACTOR MAY NEED TO ADJUST HIS WORK PLAN TO ACCOUNT FOR ACTUAL WATER LEVELS AND CHANGING WATER LEVELS. THE SITE MAY BE SUBJECT TO VARIABLE WAVE AND SURGE CONDITIONS AND IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE TEMPORARY SUPPORT FOR MARINE STRUCTURES AND SHORELINE DURING CONSTRUCTION.
2. TIDAL DATA OBTAINED FROM NOAA STATION ID 8723073, HAULOVER INLET (INSIDE), FL.

## LAYOUT & TESTING

1. ALL CONSTRUCTION STAKE OUT SHALL BE PERFORMED AND PAID FOR BY THE CONTRACTOR UNDER THE SUPERVISION OF A SURVEYOR REGISTERED IN THE STATE OF FLORIDA.

## ENVIRONMENTAL

1. CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS OF THE ENVIRONMENTAL PERMITS FOR THE PROJECT.
2. EROSION CONTROL DEVICES SUCH AS TURBIDITY CURTAINS SHALL BE DEPLOYED TO MITIGATE RUNOFF INTO ADJACENT WATER BODIES. THE DEVICES SHALL NOT BE REMOVED UNTIL TURBIDITY LEVELS WITHIN THE CURTAIN MATCH LEVELS BEYOND THE CURTAIN.
3. CONSTRUCTION PERSONNEL SHALL OBSERVE ANY ESA-LISTED SPECIES OR MARINE MAMMALS. IF ANY INTERACTION OCCURS, THE INCIDENT WILL BE IMMEDIATELY REPORTED TO THE APPROPRIATE AGENCY. MECHANICAL EQUIPMENT SHALL CEASE IF A PROTECTED SPECIES IS OBSERVED WITHIN A 50-FOOT RADIUS OF CONSTRUCTION EQUIPMENT AND SHALL RESUME ONLY WHEN THE SPECIES HAS LEFT THE AREA OF ITS OWN VOLITION.
4. THE CONTRACTOR SHALL NOT STAGE EQUIPMENT IN A MANNER THAT WILL CAUSE DAMAGE TO ENVIRONMENTAL RESOURCES. STAGING EQUIPMENT SHALL AVOID THESE SENSITIVE AREAS. IF SUCH ACTIVITIES CANNOT BE DONE WITHOUT AFFECTING THESE SENSITIVE AREAS, THE ACTIVITIES SHALL CEASE, AND THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY (NO LATER THAN THE MORNING FOLLOWING THE NEXT WORKING DAY IF THE INCIDENT OCCURS AFTER NORMAL WORKING HOURS). ANY ACTUAL OR POTENTIAL INCIDENT INVOLVING DAMAGE TO, OR DISTURBANCE OF, ENVIRONMENTAL RESOURCES SHALL BE REPORTED.
5. ANY DEMOLITION DEBRIS ENTERING TIDAL WATERS SHALL BE IMMEDIATELY REMOVED FOR UPLAND DISPOSAL.

## PRECAST PRESTRESSED CONCRETE PILING

1. CONTRACTOR TO DRIVE CONCRETE PILING IN ACCORDANCE WITH FDOT 455-7.
2. PILING SHALL BE SQUARE PRESTRESSED CONCRETE PILES WITH (8) 0.6-INCH DIAMETER STRANDS, GRADE 270 LRS.
3. CONCRETE SHALL ACHIEVE MIN. 28-DAY COMPRESSIVE STRENGTH OF 6,000 PSI, AND FOLLOW FDOT CLASS-V SPECIFICATIONS.
4. MINIMUM CONCRETE COVER TO INTERNAL REINFORCEMENT SHALL BE 3 INCHES ON ALL SIDES.
5. PILES SHALL BE CUT OFF AT ELEVATIONS SHOWN IN THE PLANS AND SECTIONS HEREIN ONLY AFTER ENGINEER APPROVAL.
6. PILING SHALL BE FROM AN FDOT-CERTIFIED FACILITY OF PRESTRESSED CONCRETE PRODUCTS.
7. PILES SHALL BE DRIVEN TO THE MINIMUM TIP ELEVATIONS SHOWN IN THE PLANS.
8. CONTRACTOR SHALL BE PREPARED TO DRIVE PILING THROUGH LIMESTONE LAYERS. REFER TO GEOTECHNICAL REPORT.
9. PILE LOGS SHALL BE RECORDED FOR ALL DRIVEN PILES AND PROVIDED TO THE ENGINEER TO CONFIRM CAPACITY.
10. PILES SHALL BE DRIVEN A MINIMUM OF 10' BELOW THE SEABED ELEVATION.
11. PILE JETTING SHALL NOT BE PERFORMED FOR ANY DRIVEN PILE.
12. INDEPENDENT TESTING LAB TO PERFORM VIBRATION MONITORING DURING PILE INSTALLATION. MONITORING PLAN SHALL BE SUBMITTED FOR APPROVAL BY ENGINEER AND OWNER PRIOR TO PILE INSTALLATION.

## LUMBER

1. ALL DIMENSIONAL LUMBER SHALL BE PRESSURE TREATED SOUTHERN PINE, MARINE GRADE OR BETTER.
2. LUMBER TREATMENT SHALL COMPLY WITH AWPA UCSC STANDARDS.
3. ALL DIMENSIONAL LUMBER SHALL BE DRESSED S4S AND SHALL BEAR THE GRADE STAMP OF THE MANUFACTURER'S ASSOCIATION.
4. NO STRUCTURAL MEMBERS SHALL BE CUT, NOTCHED, OR OTHERWISE REDUCED IN SIZE OR STRENGTH WITHOUT THE WRITTEN APPROVAL FROM THE ENGINEER OF RECORD.

## DECKING

1. MAINTAIN ½" MIN. CLEARANCE BETWEEN DECK AND ADJACENT CONCRETE ELEMENTS. DECK GAPS SHALL NOT EXCEED ¼".

## HARDWARE

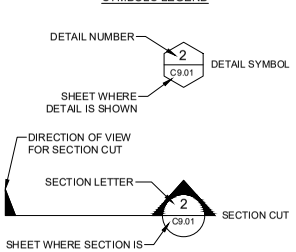
1. ALL HARDWARE, BOLTS, AND OTHER MISC. STEEL COMPONENTS SHALL BE ASTM A316 STAINLESS STEEL UNLESS OTHERWISE NOTED.

## SUBMITTALS

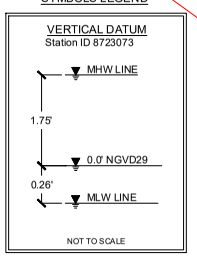
1. REVIEW OF SUBMITTALS BY THE ENGINEER IS FOR GENERAL CONFORMANCE WITH THE DESIGN AS PRESENTED BY THE CONTRACT DOCUMENTS. NO DETAILED CHECK OF QUANTITIES OR DIMENSIONS WILL BE MADE.
2. ALL SHOP DRAWINGS MUST BEAR EVIDENCE OF THE CONTRACTOR'S APPROVAL PRIOR TO SUBMITTING TO THE ENGINEER.
3. THE FOLLOWING MINIMUM SUBMITTALS SHALL BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO RELATED CONSTRUCTION ACTIVITY:
   3.1. SCHEDULE FOR COMPLETION OF WORK WITH TASKS AND DURATIONS DEFINED
   3.2. INCLEMENT WEATHER PLAN
   3.3. LUMBER
   3.4. PILE DRIVING EQUIPMENT AND METHODOLOGY
   3.5. PRESTRESSED CONCRETE PILE
   3.6. PILE DRIVING LOG
   3.7. ADA COMPLIANT GANGWAY
   3.8. FLOATING KAYAK LAUNCH
   3.9. HARDWARE
   3.10. COMPOSITE DECKING
   3.11. TURBIDITY CURTAIN
4. ALL SHOP DRAWINGS MUST BEAR EVIDENCE OF THE CONTRACTOR'S APPROVAL PRIOR TO SUBMITTING TO THE ENGINEER.
5. SHOP DRAWINGS SHALL BE DESIGNED AND SUBMITTED BY SPECIALTY ENGINEER.

| ABBREVIATIONS / ACRONYMS | |
|---|---|
| ACI | AMERICAN CONCRETE INSTITUTE |
| ASTM | AMERICAN SOCIETY FOR TESTING AND |
| CONT'D | CONTINUED |
| CY | CUBIC YARD |
| DEMO. | DEMOLISHED |
| ELEV/EL. | ELEVATION |
| EF | EACH FACE |
| EA | EACH |
| EXIST. | EXISTING |
| FBC | FLORIDA BUILDING CODE |
| FDEP | FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION |
| FDOT | FLORIDA DEPARTMENT OF TRANSPORTATION |
| H | HORIZONTAL |
| EMBED. | EMBEDMENT |
| KSI | KIPS PER SQUARE INCH |
| L.F. | LINEAR FEET |
| MAX | MAXIMUM |
| MIN. | MINIMUM |
| MHW | MEAN HIGH WATER |
| MIN | MINIMUM |
| MLW | MEAN LOW WATER |
| NAVD | NORTH AMERICAN VERTICAL DATUM |
| NGVD | NATIONAL GEODETIC VERTICAL DATUM |
| O.D. | OUTSIDE DIAMETER |
| PROP. | PROPOSED |
| PSI | POUNDS PER SQUARE INCH |
| PSPC | PRESTRESSED PRECAST |
| REINF | REINFORCEMENT |
| SMH | SANITARY MANHOLE |
| SQ | SQUARE |
| SPEC. | SPECIFICATION |
| STD. | STANDARD |
| TYP | TYPICAL |
| U.N.O. | UNLESS NOTED OTHERWISE |
| USACE | UNITED STATES ARMY CORPS OF ENGINEERS |
| V | VERTICAL |
| W/ | WITH |
| W/C | WATER/CEMENT RATIO |

### SYMBOLS LEGEND




### SYMBOLS LEGEND




PROJECT:
9600 W. BAY HARBOR DR
KAYAK PARK

ADDRESS:
9600 W. BAY HARBOR DR.
BAY HARBOR ISLANDS, MIAMI, FL.

CLIENT:
cma

ADDRESS:
3150 SW 38th AVE. STE. 950
MIAMI, FLORIDA 33146

ENGINEER:
CUMMINS CEDERBERG
COASTAL & MARINE ENGINEERING
201 ALHAMBRA CIRCLE, SUITE 601
CORAL GABLES, FL 33134
TEL: +1 305 741-6155 FAX: +1 305-974-1969
WWW.CUMMINSCEDERBERG.COM
COA # 29062
CUMMINS | CEDERBERG
Coastal & Marine Engineering

Exhibit A

11/26/2025
1177 Bay Harbor Islands, LLC

SEAL:

| ISSUE | DATE | SUBMISSION / REVISION |
|---|---|---|

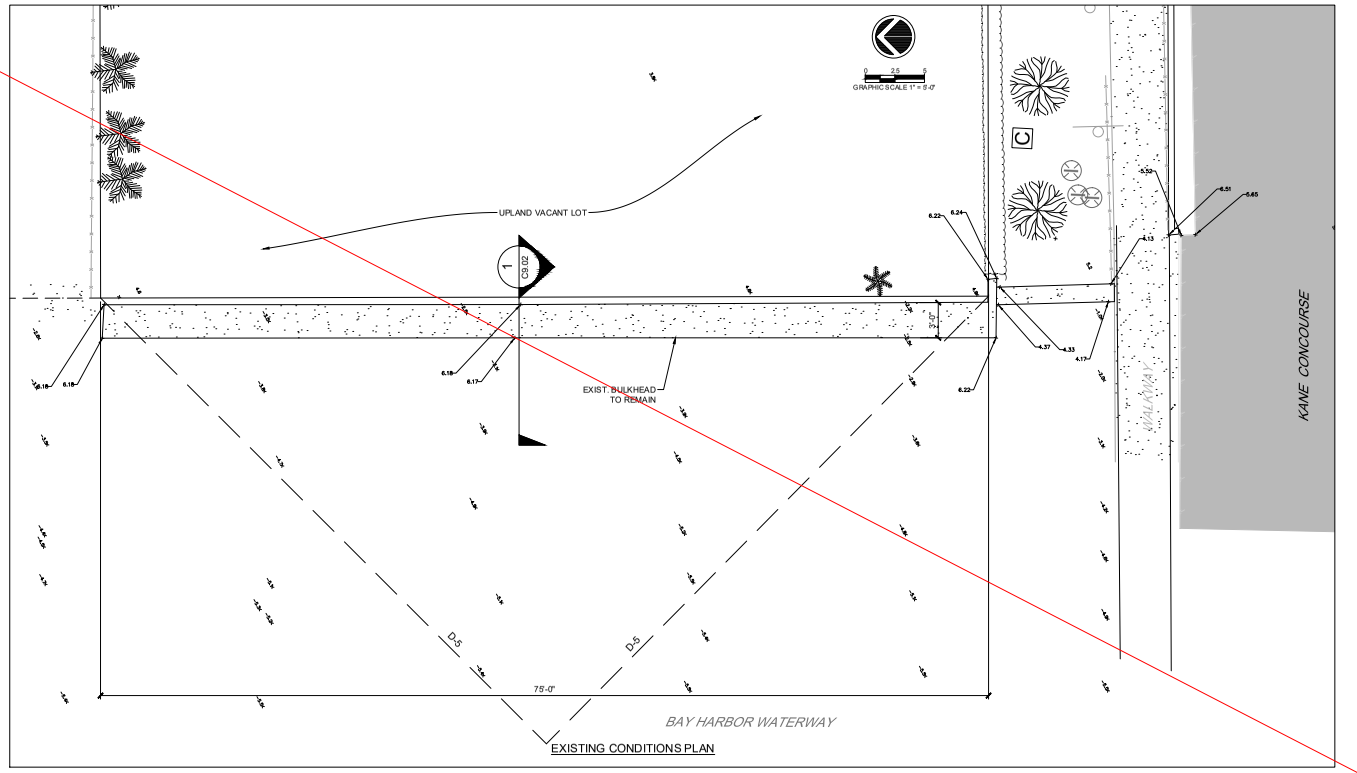
| | |
|---|---|
| CC PROJECT NO: | 57010 |
| DRAWN | HP/HA |
| CHECKED | LBA |

SCALES PERTAIN TO 22x34 SEETS

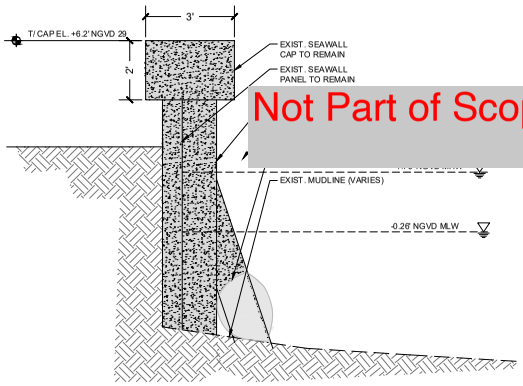
SHEET TITLE
GENERAL NOTES

C9.01

J:\Projects\57010 9600 W Bay Harbor Kayak Launch\03 - Drawings\Permits Working\2025-09-11\P-57010 -9600-Kayak Launch.dwg




EXISTING CONDITIONS PLAN




EXISTING CONDITIONS CROSS-SECTION
SCALE: 22X34 1" = 2'
11X17 1" = 4'

1
C9.02

Not Part of Scope by 1177 Bay Harbor Islands, LLC

NOTES:
1. SURVEY DATA PROVIDED BY LONGITUDE SURVEYORS, DATED APRIL 16, 2025.
2. ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. '29).

PROJECT:
9600 W. BAY HARBOR DR
KAYAK PARK

ADDRESS:
9600 W. BAY HARBOR DR.
BAY HARBOR ISLANDS, MIAMI, FL.

CLIENT:
cma

ADDRESS:
3150 SW 38th AVE, STE. 950
MIAMI, FLORIDA 33146

ENGINEER:
CUMMINS CEDERBERG
COASTAL & MARINE ENGINEERING
201 ALHAMBRA CIRCLE, SUITE 601
CORAL GABLES, FL 33134
TEL: +1 305 741-6155 FAX: +1 305-974-1969
WWW.CUMMINSCEDERBERG.COM
COA # 29062
CUMMINS | CEDERBERG
Coastal & Marine Engineering

Exhibit A

11/26/2025
1177 Bay Harbor Islands, LLC

SEAL:

| ISSUE | DATE | SUBMISSION / REVISION |
|---|---|---|

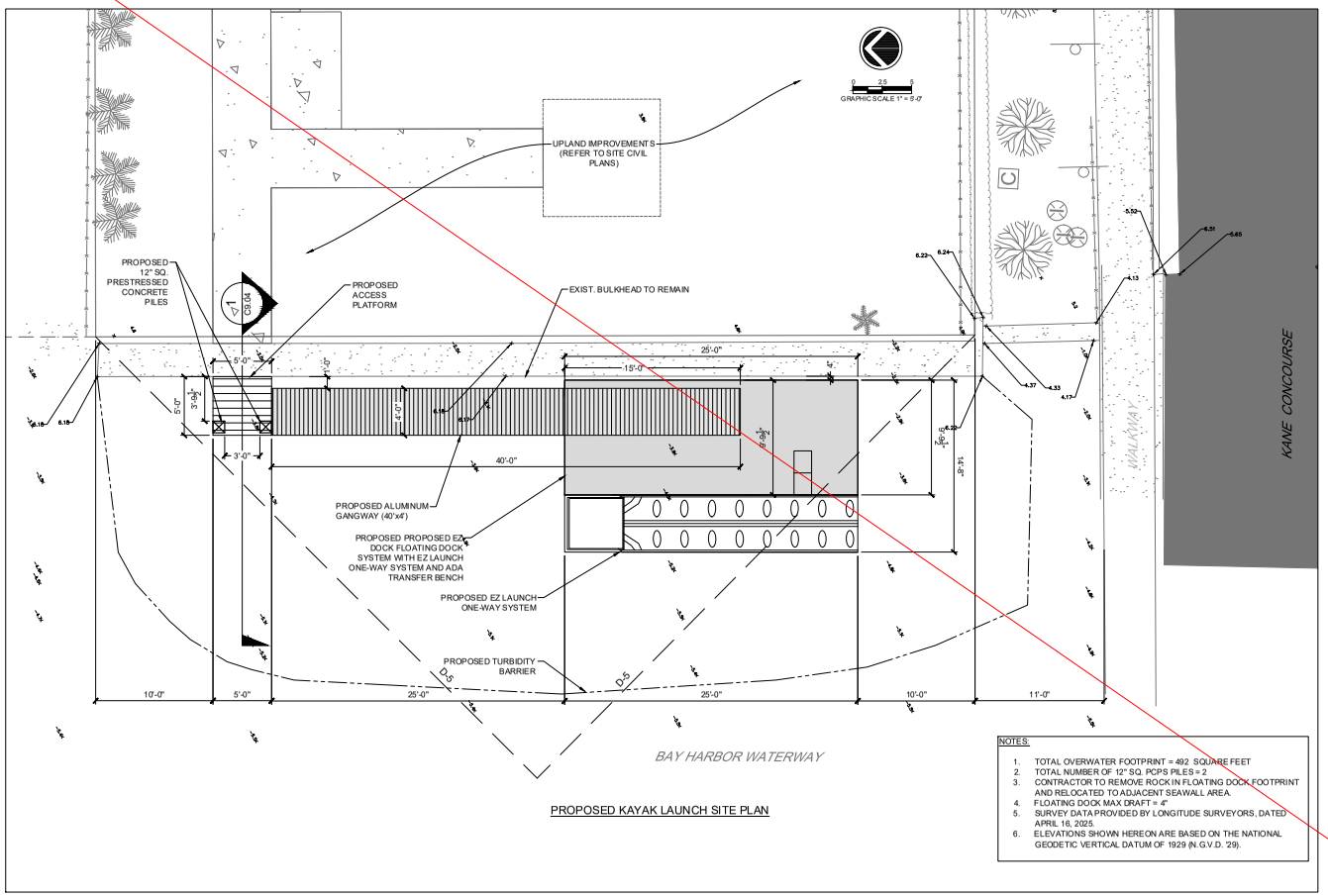
| | |
|---|---|
| CC PROJECT NO: | 57010 |
| DRAWN | HP/HA |
| CHECKED | LBA |

SCALES PERTAIN TO 22x34 SEETS

SHEET TITLE
EXISTING CONDITIONS

C9.02

J:\Projects\57010 9600 W Bay Harbor Kayak Launch\03 - Drawings\Permits Working\2025-09-11\P 57010 - 9600-Kayak Launch.dwg




PROPOSED KAYAK LAUNCH SITE PLAN

Not Part of Scope by 1177 Bay Harbor Islands, LLC

PROJECT:
9600 W. BAY HARBOR DR
KAYAK PARK

ADDRESS:
9600 W. BAY HARBOR DR.
BAY HARBOR ISLANDS, MIAMI, FL.

CLIENT:
cma

ADDRESS:
3150 SW 38th AVE, STE. 950
MIAMI, FLORIDA 33146

ENGINEER:
CUMMINS CEDERBERG
COASTAL & MARINE ENGINEERING
201 ALHAMBRA CIRCLE, SUITE 601
CORAL GABLES, FL 33134
TEL: +1 305 741-6155 FAX: +1 305-974-1969
WWW.CUMMINSCEDERBERG.COM
COA # 29062

Exhibit A

11/26/2025
1177 Bay Harbor Islands, LLC

SEAL:

SUBMISSION / REVISION | DATE | ISSUE

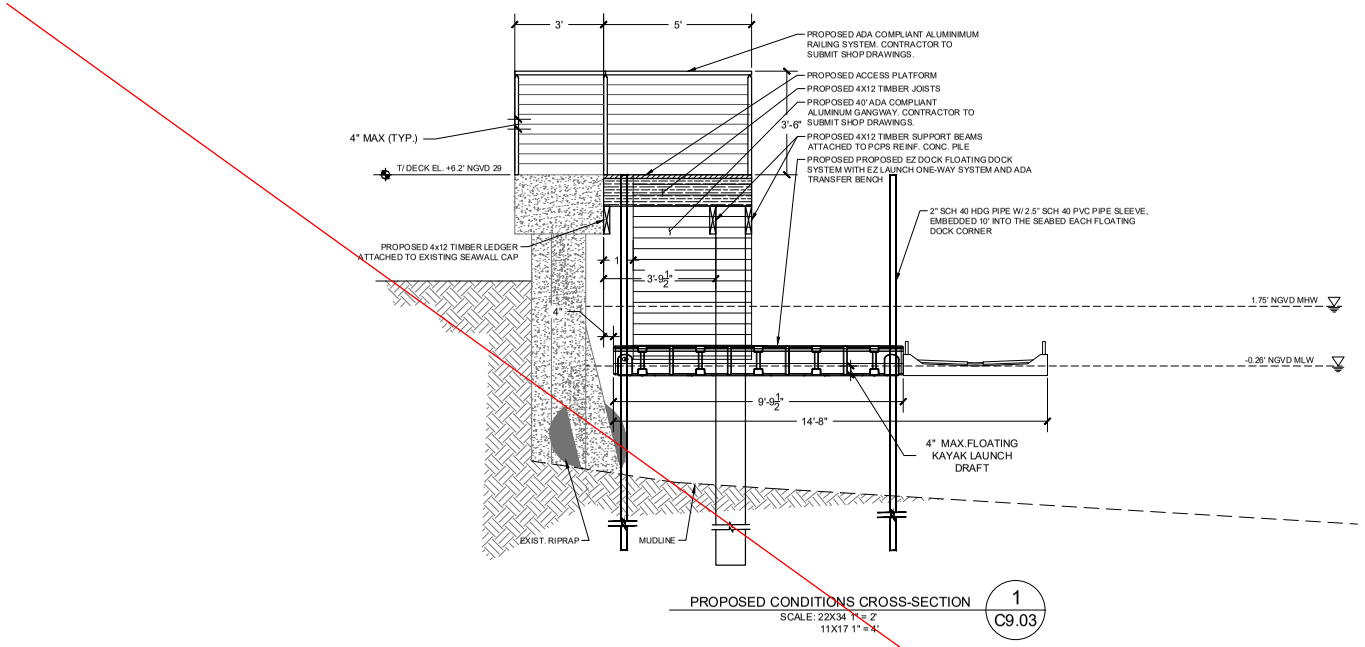
| | |
|---|---|
| CC PROJECT NO: | 57010 |
| DRAWN | HP/HA |
| CHECKED | LBA |

SCALES PERTAIN TO 22x34 SHEETS

SHEET TITLE
PROPOSED KAYAK LAUNCH PLAN

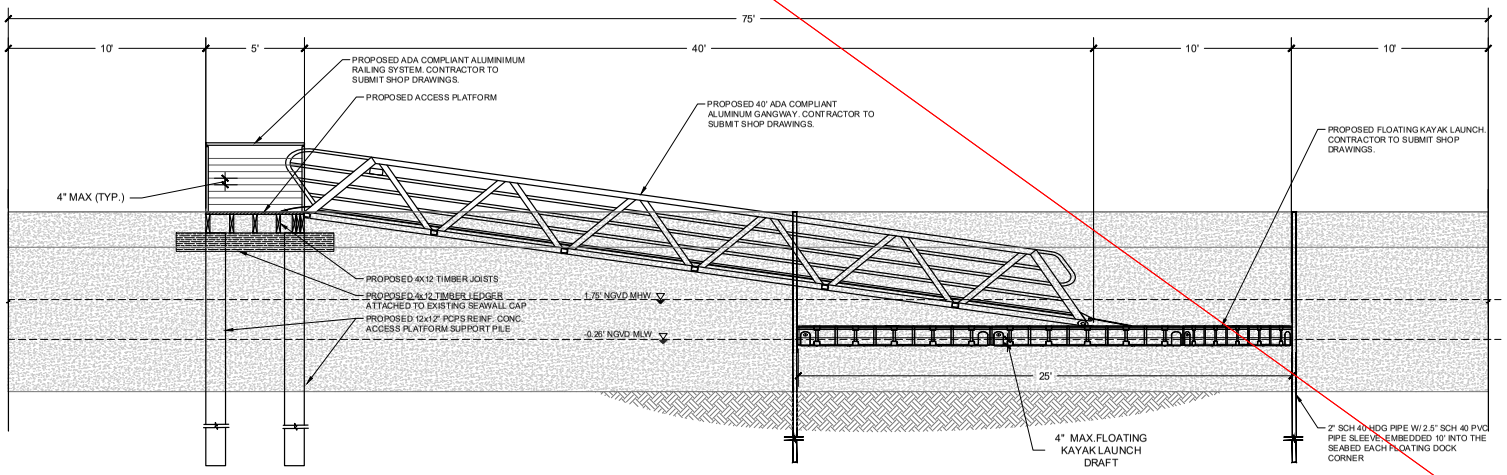
C9.03

J:\Projects\57010 9600 W Bay Harbor Kayak Launch\03 - Drawings\Permits Working\2025-09-11\P 57010 - 9600-Kayak Launch.dwg




PROPOSED CONDITIONS CROSS-SECTION 1 C9.03

SCALE: 22X34 1" = 2'
11X17 1" = 4'




Not Part of Scope by 1177 Bay Harbor Islands, LLC

PROJECT:
9600 W. BAY HARBOR DR
KAYAK PARK

ADDRESS:
9600 W. BAY HARBOR DR.
BAY HARBOR ISLANDS, MIAMI, FL.

CLIENT:
cma

ADDRESS:
3150 SW 38th AVE, STE. 950
MIAMI, FLORIDA 33146

ENGINEER:
CUMMINS CEDERBERG
COASTAL & MARINE ENGINEERING
201 ALHAMBRA CIRCLE, SUITE 601
CORAL GABLES, FL 33134
TEL: +1 305 741-6155 FAX: +1 305-974-1969
WWW.CUMMINSCEDERBERG.COM
COA # 29062

CUMMINS | CEDERBERG
Coastal & Marine Engineering

Exhibit A

11/26/2025
1177 Bay Harbor Islands, LLC

SEAL:

| ISSUE | DATE | SUBMISSION / REVISION |
|---|---|---|

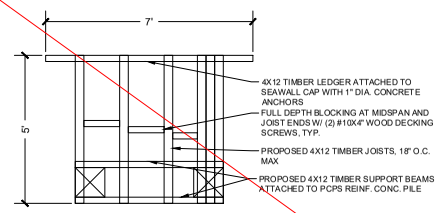
| | |
|---|---|
| CC PROJECT NO: | 57010 |
| DRAWN | HP/HA |
| CHECKED | LBA |

SCALES PERTAIN TO 22x34 SEETS

SHEET TITLE
PROPOSED SECTIONS

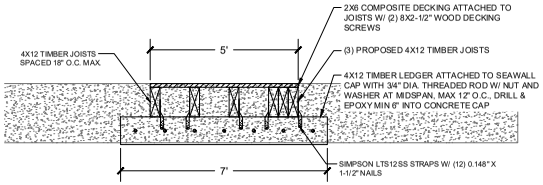
C9.04

J:\Projects\57010 9600 W Bay Harbor Kayak Launch\03 - Drawings\Permits Working\2025-09-11\P 57010 - 9600-Kayak Launch.dwg



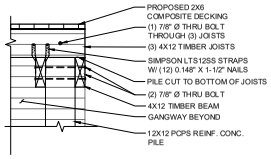

ACCESS PLATFORM FRAMING PLAN — 1 / C9.05

SCALE: 22X34 1" = 2'
11X17 1" = 4'



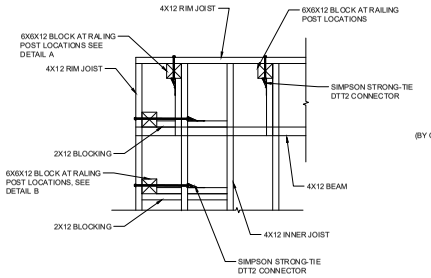

LEDGER CONNECTION AT SEAWALL CAP — 2 / C9.05

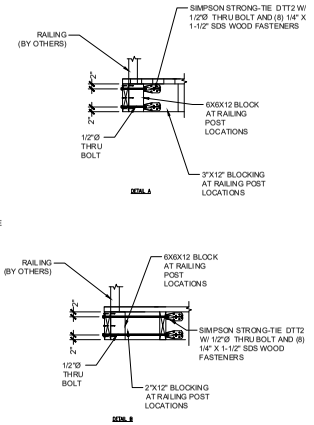
SCALE: 22X34 1" = 2'
11X17 1" = 4'




PILE FRAMING DETAILS — 3 / C9.05

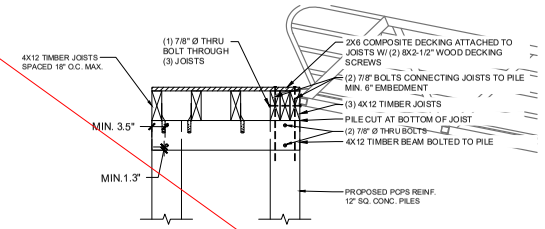
SCALE: 22X34 1" = 2'
11X17 1" = 4'




RAILING POST FRAMING DETAILS — 4 / C9.05

SCALE: NTS




FRAMING DETAILS AT GANGWAY CONNECTION — 5 / C9.05

SCALE: 22X34 1" = 2'
11X17 1" = 4'

Not Part of Scope by 1177 Bay Harbor Islands, LLC

PROJECT:
9600 W. BAY HARBOR DR
KAYAK PARK

ADDRESS:
9600 W. BAY HARBOR DR.
BAY HARBOR ISLANDS, MIAMI, FL.

CLIENT:

ADDRESS:
3150 SW 38th AVE, STE. 950
MIAMI, FLORIDA 33146

ENGINEER:
CUMMINS CEDERBERG
COASTAL & MARINE ENGINEERING
201 ALHAMBRA CIRCLE, SUITE 601
CORAL GABLES, FL 33134
TEL: +1 305 741-6155 FAX: +1 305-974-1969
WWW.CUMMINSCEDERBERG.COM
COA # 29062

Exhibit A

11/26/2025
1177 Bay Harbor Islands, LLC

SEAL:

SUBMISSION / REVISION | DATE | ISSUE

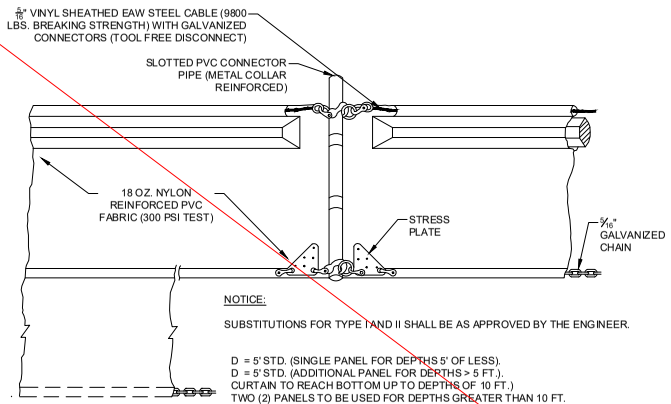
| | |
|---|---|
| CC PROJECT NO: | 57010 |
| DRAWN | HP/HA |
| CHECKED | LBA |

SCALES PERTAIN TO 22x34 SEETS

SHEET TITLE
TIMBER FRAMING DETAILS

C9.05

J:\Projects\57010 9600 W Bay Harbor Kayak Launch\03 - Drawings\Permits Working\2025-09-11\P 57010 - 9600-Kayak Launch.dwg

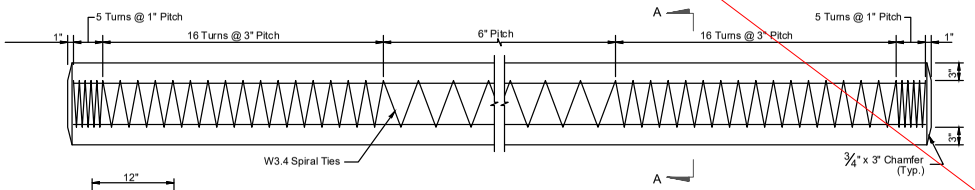


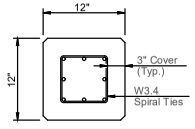

NOTICE:

SUBSTITUTIONS FOR TYPE I AND II SHALL BE AS APPROVED BY THE ENGINEER.

D = 5' STD. (SINGLE PANEL FOR DEPTHS 5' OF LESS).
D = 5' STD. (ADDITIONAL PANEL FOR DEPTHS > 5 FT.).
CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FT.)
TWO (2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FT.
UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.

FLOATING TURBIDITY BARRIER DETAILS — N.T.S. — 1 / C9.06



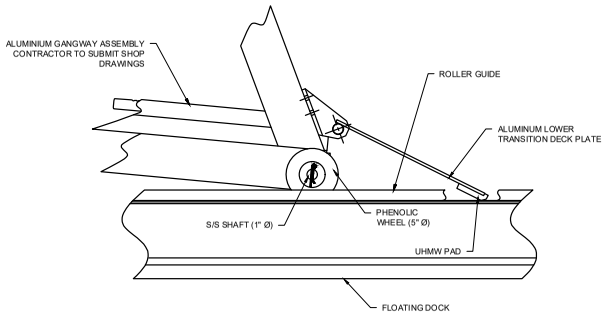




SECTION A-A

12"X12" PILE SPECIFICATION:

1. Fc' = 6,000 PSI (MIN)
2. (8) 0.6" DIA, GRADE 270 LRS
3. MIN. 3" COVER ON ALL REIN.
4. ALL PILINGS TO FDOT CONCR. CLASS V SPEC.
5. PILING SHALL BE FROM FDOT CERTIFIED FACILITY OF PRESTRESSED CONCRETE PRODUCTS.
6. CONTRACTOR TO MAINTAIN PILE LOGS.
7. PILES SHALL BE DRIVEN MINIMUM 10' BELOW SEABED GRADE.

12"X12" PRESTRESSED PRECAST PILE DETAIL — N.T.S. — 2 / C9.06




PROPOSED GANGWAY LANDING DETAIL — SCALE: NTS — 3 / C9.06

Not Part of Scope by 1177 Bay Harbor Islands, LLC

PROJECT:
9600 W. BAY HARBOR DR
KAYAK PARK

ADDRESS:
9600 W. BAY HARBOR DR.
BAY HARBOR ISLANDS, MIAMI, FL.

CLIENT:
cma

ADDRESS:
3150 SW 38th AVE, STE. 950
MIAMI, FLORIDA 33146

ENGINEER:
CUMMINS CEDERBERG
COASTAL & MARINE ENGINEERING
201 ALHAMBRA CIRCLE, SUITE 601
CORAL GABLES, FL 33134
TEL: +1 305 741-6155 FAX: +1 305-974-1969
WWW.CUMMINSCEDERBERG.COM
COA # 29062
CUMMINS | CEDERBERG
Coastal & Marine Engineering

Exhibit A

11/26/2025
1177 Bay Harbor Islands, LLC

SEAL:

| ISSUE | DATE | SUBMISSION / REVISION |
|---|---|---|

| | |
|---|---|
| CC PROJECT NO: | 57010 |
| DRAWN | HP/HA |
| CHECKED | LBA |

SCALES PERTAIN TO 22x34 SHEETS

SHEET TITLE
MISCELLANEOUS DETAILS

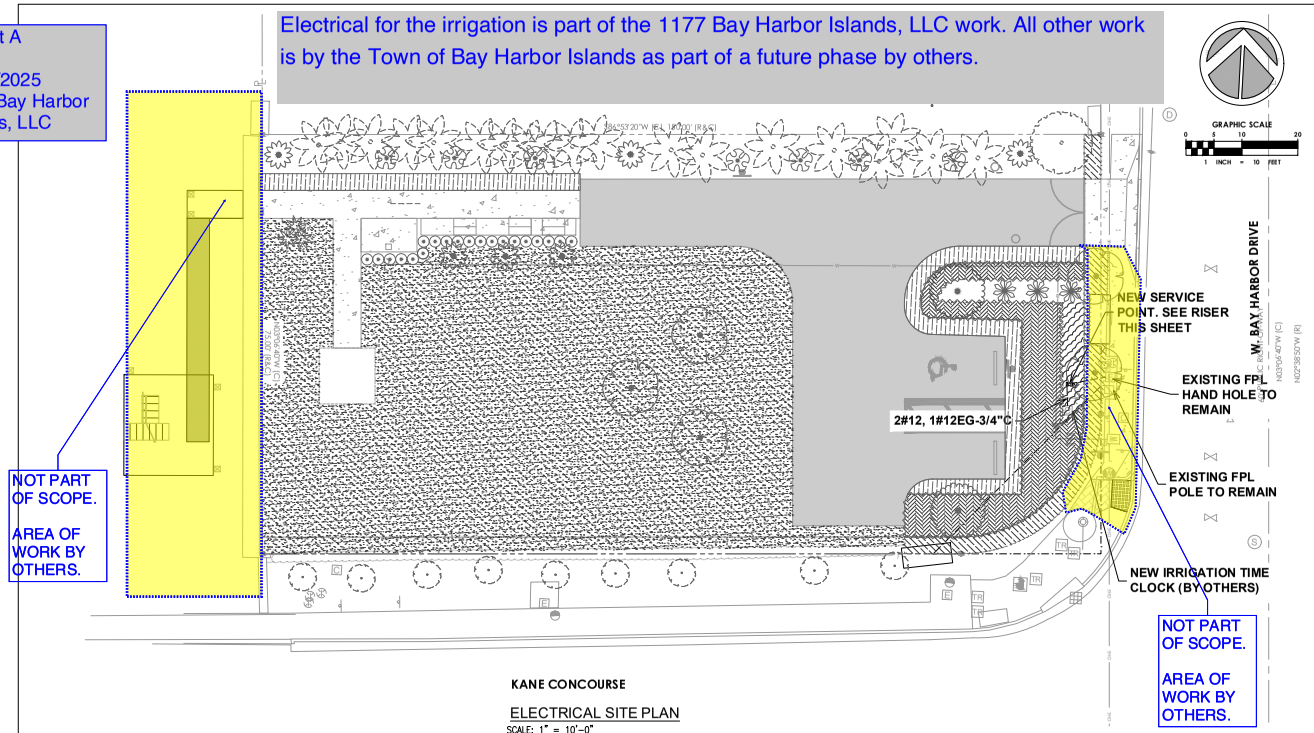
C9.06

J:\Projects\57010 9600 W Bay Harbor Kayak Launch\03 - Drawings\Permits Working\2025-09-11\P 57010 - 9600-Kayak Launch.dwg

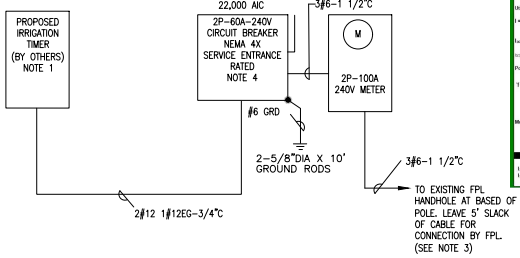
Exhibit A

11/26/2025
1177 Bay Harbor Islands, LLC

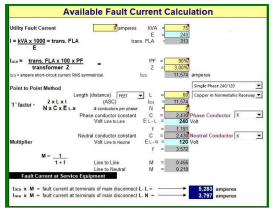
Electrical for the irrigation is part of the 1177 Bay Harbor Islands, LLC work. All other work is by the Town of Bay Harbor Islands as part of a future phase by others.

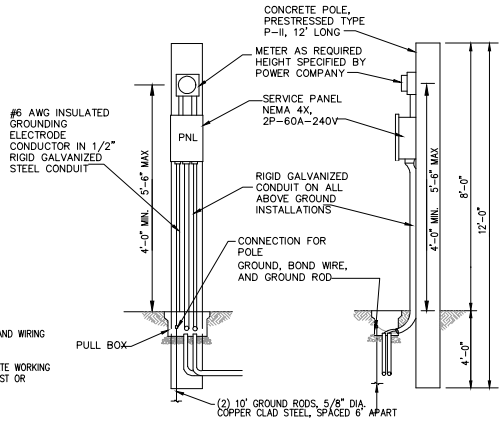



ELECTRICAL SITE PLAN
SCALE: 1" = 10'-0"




SERVICE POINT ELECTRICAL RISER DIAGRAM
120/240V, 1 PHASE, 3 WIRE




EQUIPMENT ELEVATION
NOTE: 1. 4' MINIMUM CLEARANCE IN FRONT OF ELECTRICAL EQUIPMENT.
2. ALL MOUNTING HARDWARE SHALL BE 316 STAINLESS STEEL.

SERVICE POINT SERVICE CALCULATION

| DESCRIPTION | AMPS | KVA |
|---|---|---|
| IRRIGATION TIMER | 2 | 0.24 |
| FUTURE LOAD | 10 | 1.20 |
| TOTAL | 12 | 1.44 |

CURRENT SERVICE CALCULATION
(12.0A X 1.25) = 15.0A

60A MAIN BREAKER IS ADEQUATE

SERVICE NOTES:

1. CONTRACTOR SHALL COORDINATE EXACT LOCATION OF IRRIGATION TIMER AND INSTALL CONDUIT AND WIRING AS NECESSARY FOR A COMPLETE WORKING SYSTEM IN PLACE.
2. CONTRACTOR SHALL PROVIDE AND INSTALL CONDUIT AND WIRING AS NECESSARY FOR A COMPLETE WORKING SYSTEM IN PLACE. CONTRACTOR SHALL VISIT THE SITE AND INCLUDE IN BID ALL TRENCHING COST OR DIRECTIONAL BORING, BACKFILL, RESODING, ETC. FOR THE INSTALLATION.
3. CONTRACTOR SHALL COORDINATE WITH FPL FOR EXACT LOCATION OF THE SERVICE POINT.
4. PROVIDE 12 CIRCUIT PANEL WITH FOUR 1P-20A-120V CIRCUIT BREAKERS. PANEL SHALL BE A NEMA 4X ENCLOSURE, SERVICE ENTRANCE RATED WITH A 2P-60A MAIN BREAKER.

GENERAL NOTES AND SPECIFICATIONS:

1. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABOR TO INSTALL THE ELECTRICAL SYSTEMS AS INDICATED ON THE DRAWINGS. ITEMS NOT SHOWN BUT NECESSARY FOR COMPLETION OF THE WORK SHALL BE INCLUDED.
2. THE INSTALLATION SHALL BE IN ACCORDANCE WITH THE 2020 NATIONAL ELECTRICAL CODE, LATEST ADOPTED NATIONAL ELECTRICAL SAFETY CODE, LOCAL CODES, CITY CODES, AND THE 2023 (8TH EDITION) FLORIDA BUILDING CODE, UNLESS OTHERWISE NOTED ON THE DRAWINGS. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, INSPECTIONS AND APPROVALS AND SHALL COORDINATE HIS WORK WITH THE ENGINEER AND OWNER.
3. THE CONTRACTOR SHALL, BEFORE SUBMITTING HIS BID, VISIT THE SITE OF THE PROJECT AND BECOME FAMILIAR WITH THE EXISTING CONDITIONS. NO ALLOWANCE WILL BE MADE FOR EXISTING CONDITIONS OR FAILURE OF THE CONTRACTOR TO OBSERVE THEM.
4. GROUNDING SHALL BE INSTALLED IN ACCORDANCE WITH NEC, ARTICLE 250. THE GROUNDING SYSTEM TEST SHALL NOT EXCEED A 48 HOUR SPAN DRY RESISTANCE OF 10 OHMS. ADDITIONAL GROUNDING TO MEET THIS REQUIREMENT SHALL BE INSTALLED AT NO EXTRA COST. GROUNDING AND BONDING CONNECTIONS SHALL NOT BE PAINTED. AN EQUIPMENT GROUND WIRE SIZED PER NEC SHALL BE PULLED IN ALL ELECTRICAL CONDUITS, POWER AND CONTROL, WHETHER OR NOT INDICATED ON THE PLANS.
5. ALL EQUIPMENT AND MATERIAL SHALL BE UNUSED, (NEW) AND U.L. LISTED. ALL REFERENCES TO A PARTICULAR MANUFACTURER ARE GIVEN ON AN "APPROVED EQUAL" BASIS UNLESS OTHERWISE NOTED.
6. THE CONTRACTOR IS RESPONSIBLE TO TEST ALL SYSTEMS AND REPAIR OR REPLACE ALL DEFECTIVE WORK TO THE SATISFACTION OF THE ENGINEER AND OWNER.
7. ALL EQUIPMENT FURNISHED AND INSTALLED BY THE CONTRACTOR SHALL BE GUARANTEED AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE.
8. COORDINATE ALL ELECTRICAL EQUIPMENT LOCATIONS AND VERIFY ALL OBSTRUCTIONS WITH ALL SUBCONTRACTORS AND EQUIPMENT SUPPLIERS PRIOR TO ANY INSTALLATION. THE DRAWINGS ARE NOT INTENDED TO SHOW THE EXACT LOCATION OF CONDUIT RUNS. THESE ARE TO BE COORDINATED WITH THE OTHER TRADES SO THAT CONFLICTS ARE AVOIDED PRIOR TO INSTALLATIONS.
9. ALL CONDUCTORS SHALL BE 600V, U.L. LISTED. POWER CABLES SHALL BE TYPE THHN/THWN IN DRY LOCATIONS EXCEPT FOR SIZES NO. 6 AND LARGER USE XHHW. INSTRUMENTATION CABLE SHALL BE #16 AWG TWISTED SHIELDED PAIR WITH DRAIN WIRE. ALL CONDUCTING MEDIA SHALL BE COPPER. NO ALUMINUM ALLOWED.
10. ALL CONDUIT SHALL BE PVC SCHEDULE 80.
11. ALL CIRCUITS SHALL BE IDENTIFIED IN JUNCTION BOXES, CONTROLLERS AND PANELBOARDS. IDENTIFICATION SHALL MATCH PANELBOARD SCHEDULES. EXPOSED RUNS OF CONDUITS SHALL BE INSTALLED WITH RUNS PARALLEL OR PERPENDICULAR TO WALLS, STRUCTURAL MEMBERS OR INTERSECTIONS OF VERTICAL PLANES AND CEILINGS, WITH RIGHT ANGLE TURNS CONSISTING OF SYMMETRICAL BENDS OR PULL BOXES AS INDICATED ON THE DRAWINGS. BENDS AND OFFSETS SHALL BE AVOIDED WHERE POSSIBLE.
12. ALL REFERENCES TO A PARTICULAR MANUFACTURER ARE GIVEN ON AN "APPROVED EQUAL" BASIS.
13. ALL EXCAVATIONS FOR CONDUITS AND HANDHOLES SHALL BE HAND EXCAVATED AND COORDINATED WITH ENGINEER. MINIMUM DEPTH FROM TOP OF DUCTBANKS OR CONDUITS TO FINISHED GRADE SHALL BE 24" UNLESS OTHERWISE NOTED.
14. CONDUCTOR PULLING TENSIONS SHALL NOT EXCEED MANUFACTURER'S RECOMMENDATION. CONTRACTOR SHALL INSTALL PULL BOXES TO MEET MANUFACTURER'S REQUIREMENTS.
15. ALL LOCATIONS OF EQUIPMENT, PANELS ETC. ARE SHOWN FOR ILLUSTRATION PURPOSES. CONTRACTOR SHALL VERIFY EXACT LOCATION AND SIZE AND INSTALL AS SUCH WITH CORRESPONDING CONDUIT STUB-UPS.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONDUIT AND WIRING INSTALLATION FOR ALL VENDOR PROVIDED EQUIPMENT (PACKAGE SYSTEMS) INCLUDING OWNER SUPPLIED AND USER-CHOICE PANELS. IF THE SHOP DRAWINGS DIFFER FROM THE DESIGNED FACILITIES, THE CONTRACTOR SHALL REDESIGN THE FACILITIES AND SUBMIT THE REVISED DESIGN FOR THE ENGINEER'S APPROVAL ALONG WITH THE SHOP DRAWINGS. THERE SHALL BE NO ADDITIONAL COST TO THE OWNER FOR THE REDESIGN NOR FOR ANY ADDITIONAL CONDUITS AND WIRING.
17. ALL CONDUIT PENETRATIONS SHALL BE AT THE BOTTOM OF ANY ENCLOSURE. SIDE PENETRATION IS ONLY ALLOWED WHEN CONNECTING SURGE PROTECTIVE DEVICE (SPD) AND PANEL.
18. ALL MOUNTING HARDWARE SHALL BE 316 STAINLESS STEEL.
19. CONTRACTOR SHALL PROVIDE TO THE BUILDING OWNER AN OPERATING AND MAINTENANCE MANUAL IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION C405.5.4.2 OF THE 2023 FLORIDA BUILDING CODE – ENERGY CONSERVATION, INCLUDING ANY AMENDMENTS THERETO.
20. CONTRACTOR SHALL, WITHIN 30 DAYS AFTER THE DATE OF THE SYSTEM ACCEPTANCE, PROVIDE TO THE BUILDING OWNER RECORD DRAWINGS OF THE ACTUAL INSTALLATION INCLUDING A SINGLE LINE DIAGRAM OF THE ELECTRICAL DISTRIBUTION SYSTEM AND RELATED FLOOR PLANS INDICATING THE LOCATION AND AREA SERVED FOR THE DISTRIBUTION.
21. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, INSPECTIONS AND APPROVALS.
22. SHOP DRAWINGS SHALL BE SUBMITTED FOR ALL ELECTRICAL EQUIPMENT, ENCLOSURES, CONDUIT, WIRE AND MATERIAL.
23. AN EQUIPMENT GROUND WIRE SIZED PER NEC SHALL BE PULLED IN ALL ELECTRICAL CONDUITS, POWER AND CONTROL, WHETHER OR NOT INDICATED ON THE PLANS.
24. MINIMUM CONDUIT SIZE SHALL BE 3/4" UNLESS OTHERWISE NOTED.

PHASE 1 is work by 1177 Bay Harbor Islands, LLC. The scope consists of all work within the property, landscape* along the east, and entrance apron. The remaining scope is work by others. Reference the SCOPE OF WORK document for outline of the work that is included and the QUALIFICATIONS and ASSUMPTIONS document.

PHASE 2 is work by the Town of Bay Harbor Islands or others. The scope consists of the of the dock, work to the west of the existing sea wall, and all work outside of the property line inclusive of the east sidewalk, all utilities (except for the plumbing, irrigation, and electrical within the property line).


cma
3150 SW 38th Avenue
Suite 950
Miami, FL 33146
786.497.1500
www.chenmoore.com


REGISTRATION
This item has been digitally signed and sealed by LARRY M. SMITH, PE, on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

LARRY M. SMITH LICENSE No. 45997 STATE OF FLORIDA PROFESSIONAL ENGINEER

SIGNATURE DATE:


SEC Smith Engineering Consultants, Inc.
State Auth #6509
2161 Palm Beach Lakes Blvd., Suite 312
West Palm Beach, Florida 33409
(561) 615-3811 fax (561) 615-3812
www.smithengineeringconsultants.com


CLIENT

PROJECT INFORMATION

**9600 W. BAY HARBOR DR. KAYAK PARK**

BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER
25-0326.00012

CLIENT PROJECT NUMBER

VERIFY SCALES
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
August, 2025

DESIGNED BY
SPH

DRAWN BY
SPH

CHECKED BY
LMS

DRAWING TITLE
**ELECTRICAL SITE PLAN**

DRAWING NUMBER
**E-1**
11 OF 26


Plot Date: 8/19/2025 1:47:31 PM Username: SteveRhodeman Layout Name: E-1
Folder Path: T:\SEC 2025\25-0326.00012 Bay Harbor Islands Kayak Park\ELECTRICAL DWGS Filename: 25-0326.00012 Electrical Plan.dwg

## Sam Zamacona

**To:** Ayanidys Martinez; Ashley Quijada; Lorrainia Belle; Adrian Hernandez; Alexander Garcia; Lawrence Wentworth
**Cc:** Gregory Mendez; Peter Salamon; Jorge Fernandez; Vivian Salcedo; Andres Moncada; Christian Rivera
**Subject:** RE: Kayak Park (Gateway Park) Bay Harbor Islands interior park improvements Contractor Contierra Construction B25-000367

Hi Ayanidys,
May you please replace the Design revision changes list, the correct permit number is **B25-000367**:

Delta 2 on the sheet set, titled "AS-04 Design Revisions" is intended to highlight the edits to the plans. I'd like to direct your focus to the changes as follows:

- The shelter area has been adjusted to 32' x 20' dimensions.
- The concrete slab intended for kayak rack storage has been removed. Any mention of the kayak racks has been removed from the plan and detail sheets. Landscape has been updated in this area accordingly.
- The berm around the site has been raised to a 5.5' elevation.
- The parking spot elevations range from 5.5' to 5.6' (above the peak stage elevation) to avoid flooding.
- The sod drainage area contours in the center of the site have been increased to allow for additional storage. Slopes have been adjusted accordingly.
- Three small swales were added to the site for additional storage. Two will be located east of the parking spots; the third one will be located on the west side of the property.
- The typical cross sections have been updated accordingly.

Sincerely,

**Sam Zamacona E.I.**
Capital Improvement Program Director
Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, Florida 33154
**O:** 305-866-6241
**M:** 786-239-9214
Email: SZamacona@bayharborislands-fl.gov

**From:** Ayanidys Martinez <amartinez@bayharborislands-fl.gov>
**Sent:** Monday, April 27, 2026 7:58 AM

# 9600 W. BAY HARBOR DR. KAYAK PARK

## BAY HARBOR ISLANDS, FL 33154

## PERMIT SET

**DATE OF ISSUE: APRIL 2026**

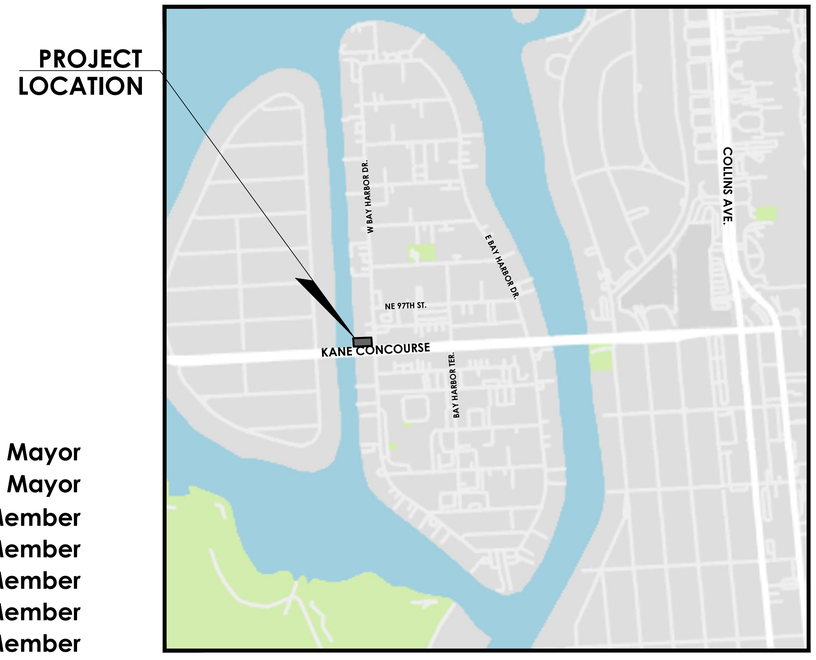

**TOWN OF BAY HARBOR ISLANDS**
**9665 BAY HARBOR TERRACE**
**BAY HARBOR ISLANDS, FLORIDA 33154**
**Phone: (305) 866-6241**


### TOWN COUNCIL

| | |
|---|---|
| Isaac Salver | Mayor |
| Stephanie Bruder | Vice Mayor |
| Joshua D. Fuller | Council Member |
| Molly Diallo | Council Member |
| Teri D'Amico | Council Member |
| Eric Rappaport | Council Member |
| Robert H. Yaffe | Council Member |

### ADMINISTRATION/STAFF

| | |
|---|---|
| Lindsley Noel | Town Manager |
| Randy L. Daniel, P.E., PMP, CFM | Town Engineer |




SECTION 27, TOWNSHIP 52 S, RANGE 42 E

### LOCATION MAP

N.T.S

**Sunshine811**

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

*Check positive response codes before you dig!*

**TICKET NUMBER: 119206233**

### INDEX OF DRAWINGS

| SHT # | DWG # | SHEET TITLE |
|---|---|---|
| 1 | C0.00 | COVER |
| 2 | C1.01 | GENERAL NOTES |
| 3 | C2.01 | EXISTING CONDITIONS |
| 4 | C3.01 | SITE PLAN |
| 5 | C4.01 | PAVING GRADING AND DRAINAGE PLAN |
| 6 | C5.01 | TYPICAL CROSS SECTIONS |
| 7 | C6.01 | CONSTRUCTION DETAILS |
| 8 | C6.02 | CONSTRUCTION DETAILS |
| 9 | C7.01 | SIGNAGE AND PAVEMENT MARKINGS PLAN AND DETAILS |
| 10 | C8.01 | STORMWATER POLLUTION PREVENTION PLAN |
| 11 | C8.02 | STORMWATER POLLUTION PREVENTION DETAILS |
| 12 | L1.01 | LANDSCAPE PLAN |
| 13 | L1.02 | LANDSCAPE DETAILS |
| 14 | L1.03 | TREE DISPOSITION PLAN |
| 15 | L3.01 | IRRIGATION PLAN |
| 16 | L3.02 | IRRIGATION DETAILS |
| 17 | L3.03 | IRRIGATION SPECIFICATIONS |
| 18 | C9.00 | KAYAK LAUNCH COVER SHEET |
| 19 | C9.01 | GENERAL NOTES |
| 20 | C9.02 | EXISTING CONDITIONS |
| 21 | C9.03 | PROPOSED KAYAK LAUNCH PLAN |
| 22 | C9.04 | PROPOSED SECTIONS |
| 23 | C9.05 | TIMBER FRAMING DETAILS |
| 24 | C9.06 | MISCELLANEOUS DETAILS |
| 25 | C9.07 | PROPOSED KAYAK LAUNCH DETAILS (BY OTHERS) |
| 26 | E1.01 | ELECTRICAL SITE PLAN |

Gregory A Mendez


**cma**
**chen moore and associates**

3150 SW 38th Avenue
Suite 950
Miami, FL, 33146
**786.497.1500**
www.chenmoore.com


**REGISTRATION**

This item has been digitally signed and sealed by **GREGORY A. MENDEZ, PE**, on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

GREGORY A. MENDEZ — LICENSE — No. 64718 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

**SIGNATURE DATE: 4/23/2026**

**PROJECT NUMBER**
25-0326.00012

**CLIENT PROJECT NUMBER**

**DRAWING NUMBER**
**C0.01**
01 OF 26


Plot Date: 4/23/2026 10:28:43 AM Username: aquijada Layout Name: C0.01
Folder Path: V:\Projects\2025\25-0326.00012 - 96th Street Kayak Park Renovation Design\Design\CAD\Sheets Filename: 25-0326.00012 cover sheet.dwg

GENERAL NOTES

1. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES TO PROTECT EXISTING UTILITIES WHETHER SHOWN OR NOT.

2. THE CONTRACTOR SHALL NOTIFY THE OWNER IN ADVANCE OF MAKING ANY CONNECTION TO AN ACTIVE PIPELINE OR UTILITY SYSTEM.

3. ALL EXISTING UTILITIES SHALL BE MAINTAINED IN SERVICE DURING CONSTRUCTION UNLESS APPROVED OTHERWISE IN WRITING BY THE UTILITY OWNERS.

4. ALL DEVIATIONS FROM PLANS ARE TO BE APPROVED IN WRITING PRIOR TO CONSTRUCTION AND FOR ALL INSPECTIONS AND TESTING.

5. THE OWNER/ENGINEER OF RECORD MUST BE GIVEN A MINIMUM 48 HOURS NOTICE FOR ALL INSPECTIONS UNLESS OTHERWISE AGREED UPON.

6. EXISTING SECTION CORNERS AND OTHER LAND MARKERS OR MONUMENTS LOCATED WITHIN PROPOSED CONSTRUCTION ARE TO BE MAINTAINED BY THE CONTRACTOR AND/OR RESET AFTER CONSTRUCTION UNDER CERTIFICATION BY A FLORIDA REGISTERED SURVEYOR.

7. THE EXISTING ELEVATIONS SHOWN HEREIN ARE FOR THE PURPOSE OF INDICATING THE GROUND ELEVATION ONLY AT THE POSITION SHOWN AND IN NO WAY SHOULD INDICATE ELEVATION AT ANY OTHER POINT OTHER THAN THAT SHOWN.

8. THE CONTRACTOR SHALL PROVIDE MAINTENANCE OF TRAFFIC (M .O.T.) FOR ANY WORK PERFORMED ON PUBLIC RIGHT-OF-WAY. CONTRACTOR SHALL COORDINATE WITH APPLICABLE AGENCIES (MIAMI-DADE COUNTY, TOWN OF BAY HARBOR ISLANDS, ETC.) PRIOR TO ANY WORK REQUIRING M.O.T. CONTRACTOR IS REQUIRED TO PREPARE ANY REQUIRED M.O.T. PLANS AND RECEIVE REGULATORY APPROVAL/PERMITS AS REQUIRED.

9. THE WORDS 'NEW', 'PROPOSED', 'INSTALL', 'PROVIDE', OR WORDS WITH SIMILAR MEANING, ON ANY PART OF THESE CONSTRUCTION DOCUMENTS, SHALL BE INTERPRETED, UNLESS OTHERWISE SPECIFICALLY STATED, TO MEAN 'FURNISHING AND INSTALL COMPLETE IN PLACE AND READY FOR SERVICE'.

10. EXISTING GRADES WERE TAKEN FROM THE BEST AVAILABLE DATA AND MAY NOT ACCURATELY REFLECT PRESENT CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH CURRENT SITE CONDITIONS, AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER OF RECORD PRIOR TO STARTING WORK.

11. IT IS THE INTENT OF THESE PLANS TO BE IN ACCORDANCE WITH APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. ANY DISCREPANCIES BETWEEN THESE PLANS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD.

12. THE CONTRACTOR SHALL PREPARE AND SUBMIT SHOP DRAWINGS FOR ALL ITEMS FOR REVIEW BY THE ENGINEER OF RECORD AND APPLICABLE REGULATORY AGENCIES/PARTIES. CONTRACTOR SHALL FURNISH A SHOP DRAWING LOG AND ANTICIPATED SUBMITTAL SCHEDULE PRIOR TO COMMENCEMENT OF CONSTRUCTION. SHOP DRAWINGS SHALL BE PROVIDED AS COMPLETE PACKAGES ( WATER, SEWER, PAVING, ETC.) AND SHALL HAVE BEEN REVIEWED AND STAMPED BY CONTRACTOR PRIOR TO SUBMITTAL TO THE ENGINEER OF RECORD. ENGINEER OF RECORD WILL CONDUCT UP TO TWO (2) SHOP DRAWING REVIEWS, ADDITIONAL REVIEWS MAY BE CONDUCTED AT THE CONTRACTOR'S EXPENSE.

13. ALL EXCAVATED MATERIAL REMOVED FROM THIS PROJECT SHALL BE DISPOSED OF PROPERLY BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.

14. ALL GRASS AREAS AFFECTED BY CONSTRUCTION SHALL BE RE-SODDED AND MATCH EXISTING ADJACENT SOD UNLESS OTHERWISE SPECIFIED.

15. TEMPORARY PATCH MATERIAL MUST BE ON THE JOB SITE WHENEVER PAVEMENT IS CUT, OR THE INSPECTOR MAY SHUT THE JOB DOWN.

16. CONTRACTOR SHALL NOTIFY LAW ENFORCEMENT AND FIRE PROTECTION SERVICES TWENTY-FOUR (24) HOURS IN ADVANCE OF DETOUR, AS APPLICABLE, IN ACCORDANCE WITH SECTION 336.048 OF FLORIDA STATUTES. CONTRACTOR SHALL ENSURE FIRE PROTECTION SERVICES ACCESS TO CONSTRUCTION FACILITIES AND ADJACENT BUILDINGS AS NECESSARY AT ALL TIMES.

17. COMPLETE AS-BUILT INFORMATION RELATIVE TO LOCATION AND DEPTH OF PIPES, CLEANOUTS, ETC. SHALL BE ACCURATELY RECORDED BY THE CONTRACTOR AND PROVIDED TO THE ENGINEER, OWNER, AND UTILITY PRIOR TO FINAL ACCEPTANCE OF THE WORK. AS-BUILT SURVEYS SHALL BE SIGNED AND SEALED BY A STATE OF FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. AS-BUILTS SHALL ADDITIONALLY BE PROVIDED IN CAD FORMAT UPON COMPLETION OF THE PROPOSED PROJECT.

18. EXISTING CONDITIONS PRESENTED ARE BASED ON A TOPOGRAPHIC SURVEY PERFORMED BY LONGITUDE SURVEYORS, PROJECT NO. 22129.1.02, DATED 05/25/2022. ADDITIONAL INFORMATION WAS OBTAINED FROM AS-BUILTS AND RECORD DRAWINGS PROVIDED BY UTILITY COMPANIES.

APPLICABLE CODES

1. GENERAL
ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS, TOWN OF BAY HARBOR ISLANDS PUBLIC WORKS,FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD), AND ALL OTHER LOCAL AND NATIONAL CODES WHERE APPLICABLE.

2. CONSTRUCTION SAFETY
ALL CONSTRUCTION SHALL BE PERFORMED IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) SHALL BE STRICTLY OBSERVED.

3. TRENCH SAFETY ACT
   A. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH THE STATE OF FLORIDA TRENCH SAFETY ACT.
   B. WHERE EXCAVATIONS TO A DEPTH IN EXCESS OF FIVE FEET (5') ARE REQUIRED, THE CONTRACTOR SHALL INCLUDE THE FOLLOWING INFORMATION IN THE BID:
      1) A REFERENCE TO THE TRENCH SAFETY STANDARDS THAT WILL BE IN EFFECT DURING THE PERIOD OF CONSTRUCTION OF THE PROJECT.
      2) WRITTEN ASSURANCES BY THE CONTRACTOR PERFORMING THE TRENCH EXCAVATION THAT SUCH CONTRACTOR WILL COMPLY WITH THE APPLICABLE TRENCH SAFETY STANDARDS.
      3) A SEPARATE ITEM IDENTIFYING THE COST OF COMPLIANCE WITH THE APPLICABLE TRENCH SAFETY STANDARDS.
   C. WHEN A BID IS NOT SUBMITTED, THE CONTRACTOR SHALL SUBMIT THE INFORMATION LISTED IN ITEM 2 TO THE ENGINEER OF RECORD PRIOR TO STARTING WORK.

4. SURVEY DATA
   A. ALL ELEVATIONS ON THE PLANS AND REFERENCED IN THE SPECIFICATIONS ARE BASED ON NGVD 1929 DATUM.

For Vertical Control:
All elevations shown hereon are based on the National Geodetic Vertical Datum of 1929 (N.G.V.D. '29), and Benchmark(s) supplied by the Public Works and Waste Management Department of Miami-Dade County, Florida.

Benchmark: R-243 Elevation: +6.61' (N.G.V.D. '29)
Loc1: 96 ST (KANE CONCOURSE) --- 5' NORTH OF NORTH CURB LINE
Loc2: E BROADVIEW DRIVE --- 150'+- EAST OF C/L
DESCRIPTION: US C & G BRASS DISC IN TOP OF GUARD RAIL BASE AT NW CORNER OF BRIDGE OVER BAY HARBOR WATERWAY.

Benchmark: S-243 Elevation: +11.77' (N.G.V.D. '29)
Loc1: 96 ST (KANE CONCOURSE)--- 5.5' SOUTH OF SOUTH CURB
Loc2: BAY DRIVE --- 225'+- WEST OF INTERSECTION
DESCRIPTION: US C & G BRASS DISC IN SIDEWALK AT SE CORNER OF BRIDGE OVER INDIAN CREEK.

PRECONSTRUCTION RESPONSIBILITIES

1. UPON RECEIPT OF NOTICE OF AWARD AND AFTER OBTAINING AN ENGINEERING CONSTRUCTION PERMIT FROM THE TOWN, THE CONTRACTOR SHALL ARRANGE A PRECONSTRUCTION CONFERENCE TO INCLUDE THE OWNER AND THE ENGINEER OF RECORD.

2. THE CONTRACTOR SHALL OBTAIN A "SUNSHINE ONE CALL" CERTIFICATION NUMBER AND NOTIFY THE UTILITIES DEPARTMENT AT LEAST 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION.

3. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION, ELEVATION, AND MATERIAL OF ALL EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION.

4. EXISTING UTILITY LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER OF RECORD ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF EXISTING UTILITIES SHOWN OR FOR ANY EXISTING UTILITIES NOT SHOWN.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING UTILITIES FOR WHICH IT FAILS TO REQUEST LOCATIONS FROM THE UTILITY OWNER. THE CONTRACTOR IS RESPONSIBLE AS WELL FOR DAMAGE TO ANY EXISTING UTILITIES WHICH ARE PROPERLY LOCATED.

6. IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD.

INSPECTIONS/TESTING

1. THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE ENGINEER OF RECORD AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION AND PRIOR TO THE INSPECTION/TESTING OF THE FOLLOWING ITEMS:
   A. WATER SYSTEM
   B. SEWER SYSTEM
   C. SUB-GRADE
   D. LIMEROCK BASE
   E. ASPHALTIC CONCRETE/PAVING
   F. SUBSTANTIAL COMPLETION
   G. FINAL COMPLETION

2. CONTRACTOR SHALL COORDINATE ALL REQUIRED INSPECTIONS WITH APPLICABLE REGULATORY AGENCIES AND OWNER AS NECESSARY. THE ENGINEER OF RECORD OR DESIGNEE WILL PROVIDE PERIODIC SITE VISITS TO OBSERVE CONSTRUCTION.

3. THE ENGINEER OF RECORD OR DESIGNEE SHALL BE PRESENT FOR ALL REQUIRED TESTING. PRIOR TO ANY FINAL TESTING, THE CONTRACTOR SHALL HAVE PERFORMED PRELIMINARY TESTING TO CONFIRM THE CONSTRUCTION HAS BEEN COMPLETED TO MEET THE TESTING REQUIREMENTS. ADDITIONAL TESTING REQUIRED FOR ANY FAILED TESTS TO BE WITNESSED BY THE ENGINEER OF RECORD OR DESIGNEE MAY BE CONDUCTED AT THE CONTRACTOR'S EXPENSE.

SHOP DRAWINGS

1 PRIOR TO CONSTRUCTION COMMENCEMENT, THE CONTRACTOR SHALL PROVIDE THE ENGINEER OF RECORD A SHOP DRAWING LOG AND SUBMITTAL SCHEDULE FOR REVIEW. SHOP DRAWINGS SHALL BE PROVIDED IN APPLICABLE PACKAGES FOR THE COMPLETE INSTALLATION/CONSTRUCTION (WATER AND SEWER, PAVING, ETC.).

2. PRIOR TO THEIR CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND REVIEWED BY THE ENGINEER OF RECORD FOR STRUCTURES AND ACCESSORIES. CATALOGUE LITERATURE SHALL BE SUBMITTED FOR PIPES, FITTINGS, APPURTENANCES, SOILS, AND MIX DESIGNS.

3. PRIOR TO SUBMITTING SHOP DRAWINGS TO THE ENGINEER OF RECORD, THE CONTRACTOR SHALL REVIEW AND APPROVE THE DRAWINGS, AND SHALL NOTE IN RED ANY DEVIATIONS FROM THE ENGINEER OF RECORD'S PLANS OR SPECIFICATIONS. ENGINEER OF RECORD WILL CONDUCT UP TO TWO (2) SHOP DRAWING REVIEWS, ADDITIONAL REVIEWS MAY BE CONDUCTED AT THE CONTRACTOR'S EXPENSE.

4. INDIVIDUAL SHOP DRAWINGS FOR ALL PRECAST STRUCTURES ARE REQUIRED. CATALOGUE LITERATURE WILL NOT BE ACCEPTED FOR PRECAST STRUCTURES.

TEMPORARY FACILITIES

1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY UTILITIES INCLUDING BUT NOT LIMITED TO TEMPORARY WATER SERVICE, SANITARY FACILITIES AND ELECTRICITY TO ITS EMPLOYEES AND SUBCONTRACTORS FOR THEIR USE DURING CONSTRUCTION.
2 TRAFFIC REGULATION
   A. MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE MUTCD AND THE AUTHORITY HAVING JURISDICTION (FDOT, MIAMI-DADE COUNTY, TOWN OF BAY HARBOR ISLANDS, ETC.)
   B. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
   C. NO TRENCHES OR HOLES NEAR WALKWAYS OR IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT EXPRESS PERMISSION OF THE OWNER.
   D. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MAINTENANCE OF TRAFFIC AND SAFETY OF THE PROJECT SITE DURING CONSTRUCTION UNTIL FINAL COMPLETION AND ACCEPTANCE.

PROJECT CLOSEOUT

1. CLEANING UP
   A. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER. UPON FINAL CLEAN UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE SWEPT BROOM CLEAN.
   B. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED BY THE ENGINEER OF RECORD OR THE OWNER, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY ITS WORK, EQUIPMENT, EMPLOYEES OR THOSE OF ITS SUBCONTRACTORS TO A CONDITION AT LEAST EQUAL OR BETTER TO THE EXISTING CONDITION IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS. TO THIS END, THE CONTRACTOR SHALL DO ALL NECESSARY HIGHWAY OR DRIVEWAY, WALK AND LANDSCAPING WORK IN A NEAT AND CAREFUL MANNER WHEN TYING INTO EXISTING/ADJACENT AREAS. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR SUCH RESTORATION.
   C. WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO OR BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.

2. PROJECT RECORD DOCUMENTS
   A. THE CONTRACTOR SHALL MAINTAIN ACCURATE AND COMPLETE RECORDS OF WORK ITEMS COMPLETED.
   B. ALL REQUIRED DENSITY AND LBR TEST RESULTS FOR SUB-GRADE SHALL BE PROVIDED TO THE ENGINEER OF RECORD PRIOR TO PLACING LIMEROCK BASE MATERIAL.
   C. ALL REQUIRED DENSITY AND LBR TEST RESULTS FOR LIMEROCK SHALL BE PROVIDED TO THE ENGINEER OF RECORD PRIOR TO PLACING ASPHALT/PAVING.
   D. ALL "AS-BUILT" INFORMATION SUBMITTED TO THE ENGINEER OF RECORD SHALL BE SUFFICIENTLY ACCURATE, CLEAR AND LEGIBLE TO SATISFY THE ENGINEER OF RECORD THAT THE INFORMATION PROVIDES A TRUE REPRESENTATION OF THE IMPROVEMENTS CONSTRUCTED.
   E. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD COMPLETE SETS OF "AS-BUILT" CONSTRUCTION DRAWINGS AS REQUIRED FOR SUBMITTAL AND APPROVAL. THESE DRAWINGS SHALL BE MARKED TO SHOW "AS-BUILT" CONSTRUCTION CHANGES AND DIMENSIONED LOCATIONS AND ELEVATIONS OF ALL IMPROVEMENTS AND SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED LAND SURVEYOR.
   F. ALL "AS-BUILT" INFORMATION ON ELEVATIONS OF PAVING AND DRAINAGE SHALL BE CERTIFIED BY A FLORIDA REGISTERED LAND SURVEYOR.

DEMOLITION NOTES

1. DRAIN, PURGE, OR OTHERWISE REMOVE, COLLECT, AND DISPOSE OF CHEMICALS, GASES, EXPLOSIVES, ACIDS, FLAMMABLES, OR OTHER DANGEROUS MATERIALS BEFORE PROCEEDING WITH DEMOLITION OPERATIONS.

2. CONDUCT DEMOLITION OPERATIONS AND REMOVE DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED AND USED FACILITIES. CONTRACTOR SHALL PREPARE AND COORDINATE WITH THE OWNER A CONSTRUCTION PHASING PLAN TO MINIMIZE IMPACT TO ADJACENT FACILITIES AND BUILDINGS PRIOR TO ANY DEMOLITION WORK.

3. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS, OR OTHER ADJACENT OCCUPIED OR IN-USE FACILITIES WITHOUT PERMISSION FROM OWNER, THE TOWN AND AUTHORITIES HAVING JURISDICTION. PROVIDE ALTERNATE ROUTES AROUND CLOSED OR OBSTRUCTED TRAFFIC WAYS AS REQUIRED BY GOVERNING REGULATIONS.

4. CONDUCT DEMOLITION OPERATIONS TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES TO REMAIN. ENSURE SAFE PASSAGE OF PEOPLE AROUND DEMOLITION AREA.

5. ERECT TEMPORARY PROTECTION, SUCH AS WALKS, FENCES, BARRIERS, RAILINGS, ETC. WHERE REQUIRED BY AUTHORITIES HAVING JURISDICTION.

6. PROTECT EXISTING SITE IMPROVEMENTS, APPURTENANCES, AND LANDSCAPING TO REMAIN.

7. ADJACENT IMPROVEMENTS SHALL BE CLEANED OF DUST, DIRT, AND DEBRIS CAUSED BY DEMOLITION OPERATIONS. ADJACENT AREAS SHALL BE REQUIRED TO BE RETURNED TO CONDITION EXISTING BEFORE START OF DEMOLITION AT NO ADDITIONAL COSTS..

8. FOR SELECTIVE DEMOLITION, USE CUTTING METHODS LEAST LIKELY TO DAMAGE CONSTRUCTION TO REMAIN OR ADJOINING CONSTRUCTION. TO MINIMIZE DISTURBANCE OF ADJACENT SURFACES, USE HAND OR SMALL POWER TOOLS DESIGNED FOR SAWING OR GRINDING, NOT HAMMERING OR CHOPPING. TEMPORARILY COVER OPENINGS TO REMAIN.

9. DEMOLISH CONCRETE IN SMALL SECTIONS. CUT CONCRETE AT JUNCTURES WITH CONSTRUCTION TO REMAIN, USING POWER-DRIVEN MASONRY SAW OR HAND TOOLS; DO NOT USE POWER-DRIVEN IMPACT TOOLS.

10. INFORMATION SHOWN ON THE DRAWINGS AS TO THE LOCATION OF EXISTING UTILITIES HAS BEEN PREPARED FROM THE MOST RELIABLE DATA AVAILABLE TO THE ENGINEER OF RECORD; HOWEVER, THIS INFORMATION IS NOT GUARANTEED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION, CHARACTER, AND DEPTH OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL ASSIST THE UTILITY COMPANIES, BY EVERY MEANS POSSIBLE, TO DETERMINE SAID LOCATIONS AND THE LOCATIONS OF RECENT ADDITIONS TO THE SYSTEMS NOT SHOWN.

11. REMOVAL, DEMOLITION, HAULING, AND DISPOSAL SHALL COMPLY WITH REGULATIONS BY F.D.E.P., ENVIRONMENTAL PROTECTION AGENCY (E.P.A.), AND ANY OTHER AUTHORITY HAVING JURISDICTION.

12. ALL EXISTING UTILITY MANHOLE COVERS, ELECTRICAL BOXES, METER BOXES, METERS, DRAINAGE STRUCTURES, ETC. WITHIN PROPOSED AREAS OF IMPROVEMENTS SHALL BE ADJUSTED TO FINISHED GRADE ELEVATION, UNLESS OTHERWISE NOTED.

13. ALL EXISTING STREET LIGHTING WILL REMAIN IN PLACE AND REMAIN IN SERVICE DURING CONSTRUCTION OPERATIONS. CONTRACTOR SHALL USE CARE TO ENSURE EXISTING CONDUIT, PULLBOXES, AND CONTROL ARE NOT DAMAGED DURING DEMOLITION OPERATIONS.

14. COORDINATION WITH FLORIDA POWER AND LIGHT (FPL) IS REQUIRED FOR THIS PROJECT. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH THIS ENTITY:
   A. FOR ALL COORDINATION WITH FPL, CONTACT ISABELLA ARCOS;
      PHONE NUMBER: (786) 719-0535;
      EMAIL: ISABELLA.ARCOS@FPL.COM

EARTHWORK

1. THE CONTRACTOR'S BID FOR EARTHWORK SHALL INCLUDE THE EXCAVATION, REMOVAL AND DISPOSAL OF ALL MATERIALS, OF WHATEVER CHARACTER, WITHIN THE LIMITS OF CONSTRUCTION.

2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE UNSUITABLE MATERIAL PRESENT ON-SITE AND INCLUDE THE REMOVAL AND REPLACEMENT OF SAME IN HIS BID PRICE.

3. THE CONTRACTOR SHALL MAKE HIS OWN ESTIMATE ON THE VOLUME OF MATERIAL ACTUALLY REQUIRED TO OBTAIN THE CROSS SECTIONS OR GRADES AS SHOWN ON THE PLANS.

4. THE CONTRACTOR SHALL REMOVE ALL MUCK, YIELDING MATERIAL ROOTS, VEGETATION AND OTHER DEGRADABLE MATERIAL IN ITS ENTIRETY, WITHIN THE PAVEMENT UNITS AND BELOW ALL STRUCTURES AND UTILITIES TO FULL EXCAVATED TRENCH WIDTH. SAID MATERIAL SHALL BE REPLACED WITH CLEAN ORGANIC FREE MATERIAL WITH ROCKS SMALLER THAN ONE INCH IN DIAMETER COMPACTED TO NOT LESS THAN 98% MAXIMUM DENSITY AT OPTIMUM MOISTURE. AASHTO T-180 METHOD "D" WITH MAXIMUM LIFTS OF TWELVE INCHES COMPACTED THICKNESS.

5. TRENCH BACKFILL AND COMPACTION SHALL FOLLOW THE PROJECT GENERAL NOTES AND DETAILS.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING APPROPRIATE SAFETY PRECAUTIONS DURING EXCAVATION AND TRENCHING OPERATIONS AS REQUIRED BY THE "TRENCH SAFETY ACT".

7. THIS WORK SHALL INCLUDE THE EXCAVATION OF WHATEVER SUBSTANCES THAT SHALL BE ENCOUNTERED TO THE DEPTHS AS SHOWN ON THE PLANS. EXCAVATED MATERIALS NOT REQUIRED FOR FILL OR BACKFILL SHALL BE REMOVED FROM THE WORK SITE AS DIRECTED BY THE ENGINEER OF RECORD AND SHALL BE CONSIDERED TO BE A PART OF THE BID PRICE OF THE UTILITY PIPE FOR WHICH EXCAVATION AND BACKFILL IS REQUIRED.

8. WATER SHALL NOT BE PERMITTED TO ACCUMULATE IN THE EXCAVATED AREA. IT SHALL BE REMOVED BY PUMPING OR OTHER MEANS AS APPROVED BY THE ENGINEER OF RECORD. THE REMOVAL OF WATER SHALL BE CONSIDERED TO BE A PART OF THE BID PRICE OF THE UTILITY PIPE FOR WHICH EXCAVATION AND BACKFILL IS REQUIRED. CONTRACTOR TO OBTAIN DEWATERING PERMITS FROM APPLICABLE JURISDICTIONAL AGENCIES (MIAMI-DADE COUNTY DERM, SFWMD, ETC.) IF REQUIRED. NOTE THAT A CONTAMINATED SITE HAS BEEN IDENTIFIED ADJACENT TO THE PROJECT.

9. IF THE BOTTOM OF THE TRENCH IS ROCK, THE EXCAVATION SHALL BE CARRIED EIGHT INCHES BELOW THE INVERT OF THE PIPE AND BACKFILLED WITH THOROUGHLY COMPACTED SAND, GRAVEL, OR OTHER SUITABLE MATERIAL APPROVED BY THE ENGINEER OF RECORD.

10. ROCK EXCAVATION SHALL INCLUDE ANY ROCK ENCOUNTERED WHICH CANNOT BE REMOVED WITH A 3/4 YARD BACKHOE UNDER NORMAL OPERATING CONDITIONS. ROCK EXCAVATION SHALL BE INCIDENTAL TO CONSTRUCTION OF ALL PIPING SYSTEMS AND NO SEPARATE PAYMENT WILL BE MADE.

11. WHENEVER IT IS NECESSARY, IN THE INTEREST OF SAFETY, CONTRACTOR TO BRACE OR SHORE THE SIDES OF THE TRENCH, SUCH BRACING OR SHORING SHALL BE CONSIDERED TO BE PART OF THE BID PRICE OF UTILITY PIPE FOR WHICH EXCAVATION AND BACKFILL IS REQUIRED.

12. THE CONTRACTOR SHALL FURNISH, PUT IN PLACE AND MAINTAIN SUCH SHEETING, BRACING, AS MAY BE REQUIRED TO SUPPORT THE SIDE OF THE EXCAVATION, AND TO PREVENT ANY MOVEMENT WHICH CAN IN ANY WAY DAMAGE THE WORK OR ENDANGER ADJACENT STRUCTURES.

13. IF FIELD CONDITIONS, TYPE OF SHEETING OR CONSTRUCTION METHODS MAKE REMOVAL OF SHEETING IMPRACTICABLE, AT NO ADDITIONAL COST TO THE OWNER, THE CONTRACTOR MAY LEAVE ALL SHEETING IN PLACE. THE ENGINEER MAY REQUIRE SHEETING TO BE CUT OFF AT ANY SPECIFIED ELEVATION BUT IN NO CASE WILL ANY SHEETING BE LEFT CLOSER THAN TWO (2) FEET BELOW THE NATURAL SURFACE, NOR CUT OFF BELOW THE ELEVATION OF THE TOP OF THE PIPE.

14. AFTER PIPES, AND OTHER APPURTENANCES HAVE BEEN INSTALLED, THE TRENCH OR OPENING SHALL BE BACKFILLED WITH MATERIAL IN CONFORMANCE WITH THE PROJECT GENERAL NOTES AND DETAILS.

15. IN AREAS WHERE NO PAVEMENT IS TO BE CONSTRUCTED, THE BACKFILL ABOVE THE TWELVE INCH LINE ABOVE THE PIPE SHALL BE COMPACTED TO A FIRMNESS APPROXIMATELY EQUAL TO THAT OF THE SOIL ADJACENT TO THE PIPE TRENCH.

16. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING REQUIRED SAFETY BARRIER AND PROTECTIVE STEEL PLATE COVERINGS FOR OPEN TRENCHES.

17. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PERFORM SOIL BORINGS TO VERIFY THE LIMITS OF UNSUITABLE MATERIAL ON-SITE.

WATER NOTES:

1. CONTRACTOR SHALL COORDINATE WITH OWNER BEFORE ANY WATER DEMOLITION, SHUT-DOWN OR TIE-IN.

2. CONTRACTOR SHALL FIELD VERIFY EXISTING WATER SERVICE LINE SIZE AND LOCATION PRIOR TO ANY NEW WATER SERVICE INSTALLATION.

3. ALL NEW WATER SERVICE LINE SHALL BE POLYETHYLENE (PE) PIPE.

4. CONTRACTOR SHALL PERFORM APPROPRIATE FLUSHING, PRESSURE TESTS AND CHLORINATION OF NEW WATER SERVICE AS REQUIRED BY AUTHORITIES HAVING JURISDICTION IN THE AREA.

5. AS SOON AS THE INSTALLATION OF WATER SERVICE LINE IS COMPLETED, INCLUDING VALVES SUFFICIENT FOR CONTROL AND ANCHORED SUFFICIENTLY TO WITHSTAND ANY TEST PRESSURE, THE RUN SHALL BE THOROUGHLY CLEANED AND THE WATER SHALL BE DISCHARGED VIA DISPOSAL METHOD APPROVED BY TOWN OF BAY HARBOR ISLANDS AND MIAMI-DADE COUNTY.

6. DISINFECTION

   A. THE WATER SERVICE SHALL BE DISINFECTED AFTER IT HAS BEEN PRESSURE TESTED AND WHILE STILL FULL OF WATER.
   B. DISINFECTION SHALL BE COMPLETED VIA CHLORINATION, ACCORDING TO FLORIDA PLUMBING CODE REQUIREMENTS.
   C. A SUITABLE CHLORINATOR SHALL BE USED TO INJECT CHLORINE INTO THE LINES. ALL CONNECTIONS REQUIRED FOR THE INTRODUCTION OF CHLORINE INTO THE WATER LINES SHALL BE MADE BY THE CONTRACTOR. CHLORINE AND WATER SHALL BE INTRODUCED AT ONE END AND SHALL BE ALLOWED TO FLOW SLOWLY THROUGH THE LINES TO THE OTHER END WHERE IT SHALL BE REMOVED AND DISPOSED OF AT THE CONTRACTOR'S EXPENSE. SEVERAL POINTS OF INTRODUCTION AND REMOVAL OF CHLORINE SOLUTION MAY HAVE TO BE EMPLOYED TO GET AN EVEN DISTRIBUTION THROUGH THE ENTIRE SECTION BEING DISINFECTED.
   D. THE QUANTITY OF CHLORINE INTRODUCED SHALL BE SUCH AS TO INSURE A CONCENTRATION OF AT LEAST 50 PARTS PER MILLION IN THE WATER FLOWING FROM THE LINE.
   E. THE CHLORINE SOLUTION SHALL BE ALLOWED TO STAND IN THE LINE FOR AT LEAST 24 HOURS OR LONGER, IF REQUIRED, TO DESTROY ALL HARMFUL BACTERIA. AT THE END OF THE REQUIRED TIME, THE CONCENTRATION OF CHLORINE IN ALL PARTS OF THE SECTION SHALL BE AT LEAST 25 PPM.
   F. ALL VALVES AND APPURTENANCES IN THE SECTION SHALL BE OPERATED AT LEAST ONCE DURING THE ABOVE PERIOD. AFTER THE REQUIRED PERIOD, THE TREATED WATER SHALL BE THOROUGHLY FLUSHED FROM THE SECTION AND THE SYSTEM FILLED WITH POTABLE WATER.
   G. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION FOR COLLECTING AND TESTING SAMPLES FROM SERVICE LINE. THE CONTRACTOR SHALL PROVIDE ASSISTANCE TO THE TOWN OF BAY HARBOR ISLANDS FOR THE COLLECTION OF SAMPLES. THE SAMPLES MUST BE APPROVED BY THE TOWN OF BAY HARBOR BEFORE THE SERVICE LINE IS PLACED IN SERVICE.
   H. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY RECHLORINATION AND RETESTING THAT MAY BE REQUIRED UNTIL THE TOWN OF BAY HARBOR APPROVAL IS OBTAINED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL WATER FLUSHED FROM THE SYSTEM AND SHALL SAFEGUARD ALL ADJOINING PROPERTIES FROM DAMAGE FROM FLOODING. THE CONTRACTOR SHALL EXERCISE DUE CARE IN THE PROTECTION OF PRIVATE PROPERTY FROM WATER DAMAGE DUE TO HIS OPERATIONS. IN ADDITION, THE CONTRACTOR SHALL ASSUME COMPLETE LIABILITY FOR ANY DAMAGE WHICH WAS DIRECTLY OR IN-DIRECTLY CAUSED BY HIS OPERATIONS.
   I. ALL OF THE CONNECTIONS SHALL BE DISINFECTED BY THE CONTRACTOR.
   J. THE INSIDE OF EACH PIPE AND FITTING LAID BY THE CONTRACTOR IN CONNECTING TO EXISTING MAINS WHICH ARE ISOLATED FROM THE MAIN LINE BY VALVES SHALL BE SWABBED WITH CALCIUM HYPOCHLORITE, HTH, PERCHLORON, OR APPROVED EQUAL, MIXED IN SOLUTION WITH WATER. THE QUANTITY OF HYPOCHLORITE SHALL IN ALL CASES BE SUBJECT TO THE APPROVAL OF THE DEPARTMENT, WHOSE REPRESENTATIVE SHALL BE PRESENT AT ALL TIMES WHILE THIS PHASE OF THE WORK IS IN PROGRESS.
   K. WHEREVER PRACTICABLE, WATER FROM THE EXISTING MAINS FLOWING THROUGH THE DISINFECTED CONNECTIONS SHALL BE USED IN DISINFECTING.

8. CONNECTIONS TO EXISTING PIPING:

   A. PERFORM IN SUCH A MANNER THAT NO DAMAGE AND MINIMAL INTERRUPTION IS CAUSED TO EXISTING INSTALLATION. ANY DAMAGE CAUSED TO EXISTING INSTALLATIONS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR.

   B. COORDINATE CONNECTION OPERATIONS WITH THE OWNER, WHO SHALL BE NOTIFIED AT LEAST 7 DAYS IN ADVANCE OF ANY ACTIVITY WHICH MAY INTERFERE WITH THE EXISTING UTILITY SYSTEM.

   C. ANY PROPOSED LENGTH OF PIPE, FITTING OR VALVE TO BE INSTALLED AS AN INTEGRAL PART TO AN ACTIVE WATER MAIN, SHALL BE SWABBED ON THE INSIDE WITH CALCIUM HYPOCHLORITE, HTH, PERCHLORON, OR APPROVED EQUAL, MIXED IN SOLUTION WITH WATER. THE QUANTITY OF HYPOCHLORITE SHALL IN ALL CASES BE SUBJECT TO THE APPROVAL OF TOWN OF BAY HARBOR ISLANDS WHOSE REPRESENTATIVE SHALL BE PRESENT AT ALL TIMES WHILE THIS PHASE OF THE WORK IS IN PROGRESS.

PAVING

1. GENERAL
   A. ALL UNDERGROUND UTILITIES SHALL BE COMPLETED PRIOR TO THE CONSTRUCTION OF THE LIMEROCK BASE AND PRIOR TO THE PLACEMENT OF THE PAVEMENT.

17. MATERIALS
   A. STABILIZED SUB-GRADE FILL WITH A MINIMUM LBR OF 40.
   B. LIMEROCK BASE MATERIAL SHALL HAVE A MINIMUM OF 60% CARBONATES (CALCIUM AND MAGNESIUM) WITH A MINIMUM LBR OF 100.
   C. PRIME COAT SHALL BE APPLIED AT THE RATE OF 0.25 GAL/YD SQ. AND TACK COAT SHALL MEET FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARDS.
   D. SURFACE COURSE SHALL BE EQUAL TO FDOT FC-9.5 ASPHALTIC CONCRETE (OR APPROVED SUBSTITUTE).

3. INSTALLATION
   A. CONTRACTOR SHALL PREPARE PAVEMENT AREAS IN ACCORDANCE WITH THE PROJECT GEOTECHNICAL REPORT PRIOR TO INSTALLATION OF STABILIZED SUB-GRADE FILL.
   B. STABILIZED SUB-GRADE FILL SHALL BE 12" THICK AND COMPACTED TO 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (AASHTO T-180). SUB-GRADE FILL MATERIAL SHALL BE PLACED IN MAXIMUM 6" LIFTS. SUB-GRADE FILL MATERIAL GREATER THAN 6" SHALL BE PLACED IN TWO OR MORE EQUAL LIFTS.
   C. LIMEROCK BASE MATERIAL SHALL BE 12" THICK AND COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
   D. LIMEROCK BASE MATERIAL SHALL BE PLACED IN MAXIMUM 6" LIFTS. BASES GREATER THAN 6" SHALL BE PLACED IN TWO OR MORE EQUAL LIFTS.
   E. PRIME COAT SHALL BE PLACED ON ALL LIMEROCK BASES IN ACCORDANCE WITH FDOT STANDARDS.
   F. TACK COAT SHALL BE PLACED AS REQUIRED IN ACCORDANCE WITH FDOT STANDARDS.

4. TESTING ALL SUB-GRADE, LIMEROCK AND ASPHALT TESTS REQUIRED SHALL BE TAKEN AT THE DIRECTION OF THE ENGINEER OF RECORD.

5. ALL ASPHALTIC CONCRETE SHALL HAVE A MAXIMUM OF 20% (BY WEIGHT) OF RECYCLED ASPHALT PRODUCTS (RAP).

Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
*Check positive response codes before you dig!*

PERMIT SET


cma
chen moore and associates
3150 SW 38th Avenue
Suite 950
Miami, FL, 33146
**786.497.1500**
www.chenmoore.com


REGISTRATION

This item has been digitally signed and sealed by **GREGORY A. MENDEZ, PE**, on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

GREGORY A. MENDEZ
LICENSE
No. 64718
STATE OF FLORIDA
PROFESSIONAL ENGINEER

SIGNATURE DATE: 4/23/2026

CLIENT

BAY HARBOR ISLANDS

PROJECT INFORMATION

**9600 W. BAY HARBOR DR. KAYAK PARK**

BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER
25-0326.00012

CLIENT PROJECT NUMBER

VERIFY SCALES
0 — 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/28/2025 | TOWN COMMENTS |
| 2 | 4/23/2026 | AS-04 DESIGN REVISIONS |

DATE OF ISSUE
OCTOBER 2025

DESIGNED BY
AQ

DRAWN BY
LD

CHECKED BY
GAM

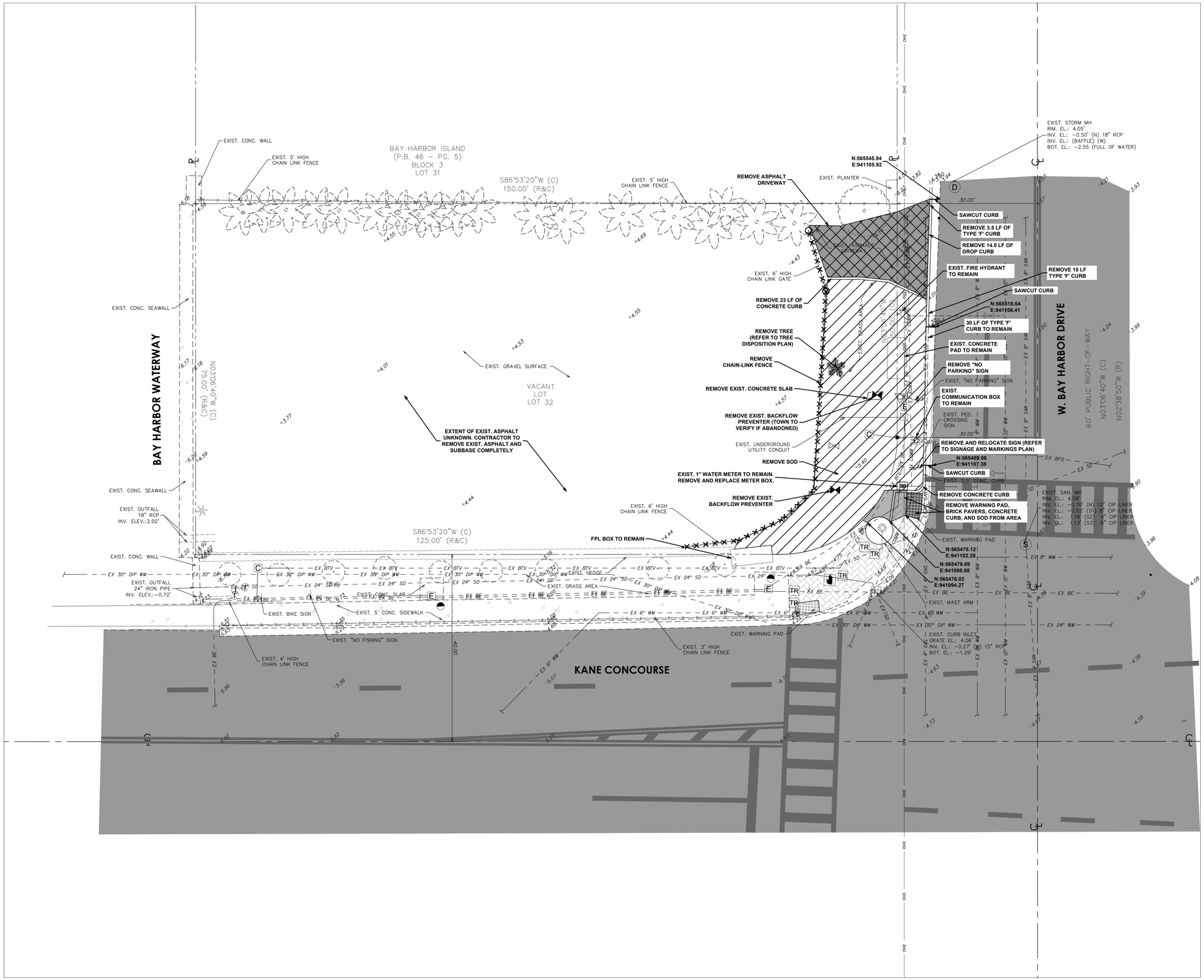
DRAWING TITLE

**GENERAL NOTES**

DRAWING NUMBER
**C1.01**



Plot Date: 4/23/2026 10:28:51 AM Username: aquijada Layout Name: C1.01 Filename: 25-0326.00012 General Notes.dwg
Folder Path: V:\Projects\2025\25-0326.00012 - 96th Street Kayak Park Renovation Design\Design\CAD\Sheets




GRAPHIC SCALE

0 5 10 20

1 INCH = 10 FEET

## LEGEND

- EXISTING LIMITS OF ASPHALT
- EXISTING WOOD FENCE
- EXISTING CHAIN OR WIRE FENCE
- EXISTING HEDGE LINE
- EXISTING TREE
- EXISTING PALM
- EXISTING ELECTRIC BOX
- EXISTING GUY WIRE
- EXISTING FIBER OPTIC UTILITY
- EXISTING ELECT. TRAFFIC CONTROL BOX
- EXISTING PED. CROSSING SIGNAL
- EXISTING COMMUNICATION BOX
- EXISTING LIGHT POLE
- EXISTING CONC. POWER POLE
- EXISTING TRAFFIC LIGHT METAL POLE
- EXISTING FIRE HYDRANT
- EXISTING IRRIGATION VALVE
- EXISTING BACK FLOW PREVENTER
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING SIGN
- EXISTING SANITARY MANHOLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING CURB INLET
- EXISTING ASPHALT
- EXISTING PAVERS
- EXISTING CONCRETE
- EXISTING WARNING PAD
- **REMOVE ASPHALT FROM AREA**
- **REMOVE SOD FROM AREA**
- **REMOVE MATERIAL FROM AREA**
- **REMOVE ITEM**

### EXISTING CONDITIONS NOTES:

1. **EXISTING CONDITIONS PRESENTED ARE BASED ON A TOPOGRAPHIC SURVEY PROVIDED BY LONGITUDE SURVEYORS, 22129.1.02 AND 04-23-2025. ADDITIONAL INFORMATION WAS OBTAINED FROM AS-BUILTS AND RECORD DRAWINGS PROVIDED BY UTILITY COMPANIES, G.I.S. INFORMATION AND FIELD VISITS.**
2. **ALL ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).**
3. **NATIONAL GEODETIC VERTICAL DATUM OF 1929 SURVEY (NGVD) BENCHMARK USED:**

   **DESIGNATION = R-243**
   **LOC1 - 96 ST (KANE CONCOURSE) ---5' NORTH OF NORTH CURB LINE**
   **LOC2 - E BROADVIEW DRIVE --150'+ - EAST OF C/L**
   **DESCRIPTION= US C & G BRASS DISC IN TOP OF GURAD RAIL BASE AT NW CORNER OF BRIDGE OVER BAY HARBOR WATERWAY.**
   **ELEVATION = +6.61' NGVD 29**

   **DESIGNATION = S-243**
   **LOC1- 96 ST (KANE CONCOURSE) ---5.5' SOUTH OF SOUTH CURB**
   **LOC2 - BAY DRIVE ---225'+ - WEST OF INTERSECTION**
   **DESCRIPTION= US C & G BRASS DISC IN SIDEWALK AT SE CORNER OF BRIDGE OVER INDIAN CREEK.**
   **ELEVATION = +11.77' NGVD 29**

4. **CONTRACTOR IS TO PROTECT ALL EXISTING TREES, SIGNS, AND ABOVE GROUND UTILITIES NOT IMPACTED BY THIS PLAN.**

**VERTICAL DATUM INFORMATION**
ALL ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
CONVERSION FACTOR:
NGVD29 **-1.55** = NAVD88 IN THIS AREA

**Sunshine811**
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
*Check positive response codes before you dig!*

**PERMIT SET**


**cma**
**chen moore and associates**
3150 SW 38th Avenue
Suite 950
Miami, FL, 33146
**786.497.1500**
www.chenmoore.com


**REGISTRATION**

This item has been digitally signed and sealed by **GREGORY A. MENDEZ, PE**, on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

GREGORY A. MENDEZ LICENSE No. 64718 STATE OF FLORIDA PROFESSIONAL ENGINEER

**SIGNATURE DATE: 4/23/2026**

**CLIENT**

BAY HARBOR ISLANDS

**PROJECT INFORMATION**

**9600 W. BAY HARBOR DR. KAYAK PARK**

BAY HARBOR ISLANDS, FL 33154

**PROJECT NUMBER**
25-0326.00012

**CLIENT PROJECT NUMBER**

**VERIFY SCALES**
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

**REVISIONS**

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/28/2025 | TOWN COMMENTS |
| 2 | 4/23/2026 | AS-04 DESIGN REVISIONS |

**DATE OF ISSUE**
OCTOBER 2025

**DESIGNED BY**
AQ

**DRAWN BY**
LD

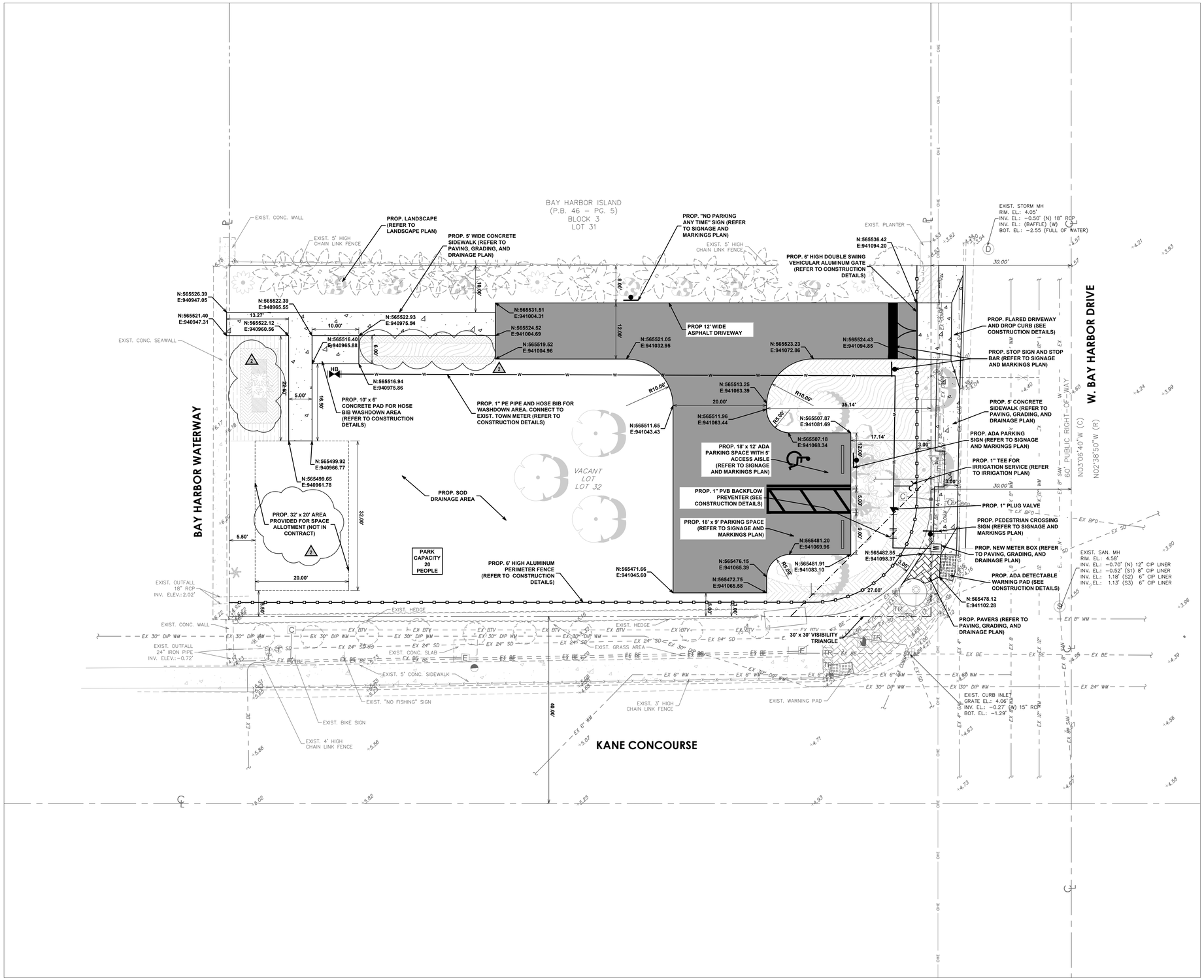
**CHECKED BY**
GAM

**DRAWING TITLE**

**EXISTING CONDITIONS AND DEMOLITION**

**DRAWING NUMBER**
**C2.01**
03 OF 26


Plot Date: 4/23/2026 10:29:01 AM Username: aquijada Layout Name: C2.01
Folder Path: V:\Projects\2025\25-0326.00012 - 96th Street Kayak Park Renovation Design\Design\CAD\Sheets Filename: 25-0326.00012 Existing Condition.dwg




GRAPHIC SCALE

0 5 10 20

1 INCH = 10 FEET

## LEGEND

- EXISTING LIMITS OF ASPHALT
- EXISTING WOOD FENCE
- EXISTING CHAIN OR WIRE FENCE
- EXISTING HEDGE LINE
- EXISTING TREE
- EXISTING PALM
- EXISTING ELECTRICAL BOX
- EXISTING GUY WIRE
- EXISTING FIBER OPTIC UTILITY
- EXISTING ELECT. TRAFFIC CONTROL BOX
- EXISTING PED. CROSSING SIGNAL
- EXISTING COMMUNICATION BOX
- EXISTING LIGHT POLE
- EXISTING CONC. POWER POLE
- EXISTING TRAFFIC LIGHT METAL POLE
- EXISTING FIRE HYDRANT
- EXISTING IRRIGATION APPARATUSES
- EXISTING BACK FLOW PREVENTER
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING SIGN
- EXISTING SANITARY MANHOLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING CURB INLET
- EXISTING PAVERS
- EXISTING CONCRETE
- EXISTING WARNING PAD
- **PROPOSED ASPHALT**
- **PROPOSED CONCRETE**
- **PROPOSED PAVERS**
- **PROPOSED WARNING PAD**
- **PROPOSED STREET SIGN AND POST**
- **PROPOSED SERVICE LINE**
- **PROPOSED HOSE BIB**
- **PROPOSED PLUG**
- **PROPOSED BACKFLOW PREVENTER**
- **PROPOSED PIPE CONTINUATION**
- **PROPOSED ALUMINUM FENCE**
- **PROPOSED ALUMINUM DOUBLE SWING GATE**
- **SIGHT TRIANGLE**

## SITE PLAN NOTES:

1. MAXIMUM NUMBER OF VISITORS TO THE PARK IS 20 PEOPLE.
2. PARK HOURS ARE FROM SUNRISE TO SUNSET. NO EXTERIOR LIGHTING PROPOSED.
3. PROPOSED 10' x 10' AREA FOR SPACE ALLOTMENT TO BE GRADED AS SHOWN IN THE PAVING, GRADING, AND DRAINAGE PLAN. ANY FUTURE STRUCTURE ON THIS SPACE IS NOT INCLUDED IN THESE PLANS.

**VERTICAL DATUM INFORMATION**
ALL ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
CONVERSION FACTOR:
NGVD29 -1.55 = NAVD88 IN THIS AREA

Sunshine811

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

*Check positive response codes before you dig!*

**PERMIT SET**


cma
chen moore and associates
3150 SW 38th Avenue
Suite 950
Miami, FL, 33146
**786.497.1500**
www.chenmoore.com


**REGISTRATION**

This item has been digitally signed and sealed by **GREGORY A. MENDEZ, PE**, on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

GREGORY A. MENDEZ – LICENSE – No. 64718 – STATE OF FLORIDA – PROFESSIONAL ENGINEER

**SIGNATURE DATE: 4/23/2026**

**CLIENT**

BAY HARBOR ISLANDS

**PROJECT INFORMATION**

**9600 W. BAY HARBOR DR. KAYAK PARK**

BAY HARBOR ISLANDS, FL 33154

**PROJECT NUMBER**
25-0326.00012

**CLIENT PROJECT NUMBER**

**VERIFY SCALES**
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

**REVISIONS**

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/28/2025 | TOWN COMMENTS |
| 2 | 4/23/2026 | AS-04 DESIGN REVISIONS |

**DATE OF ISSUE**
OCTOBER 2025

**DESIGNED BY**
AQ

**DRAWN BY**
LD

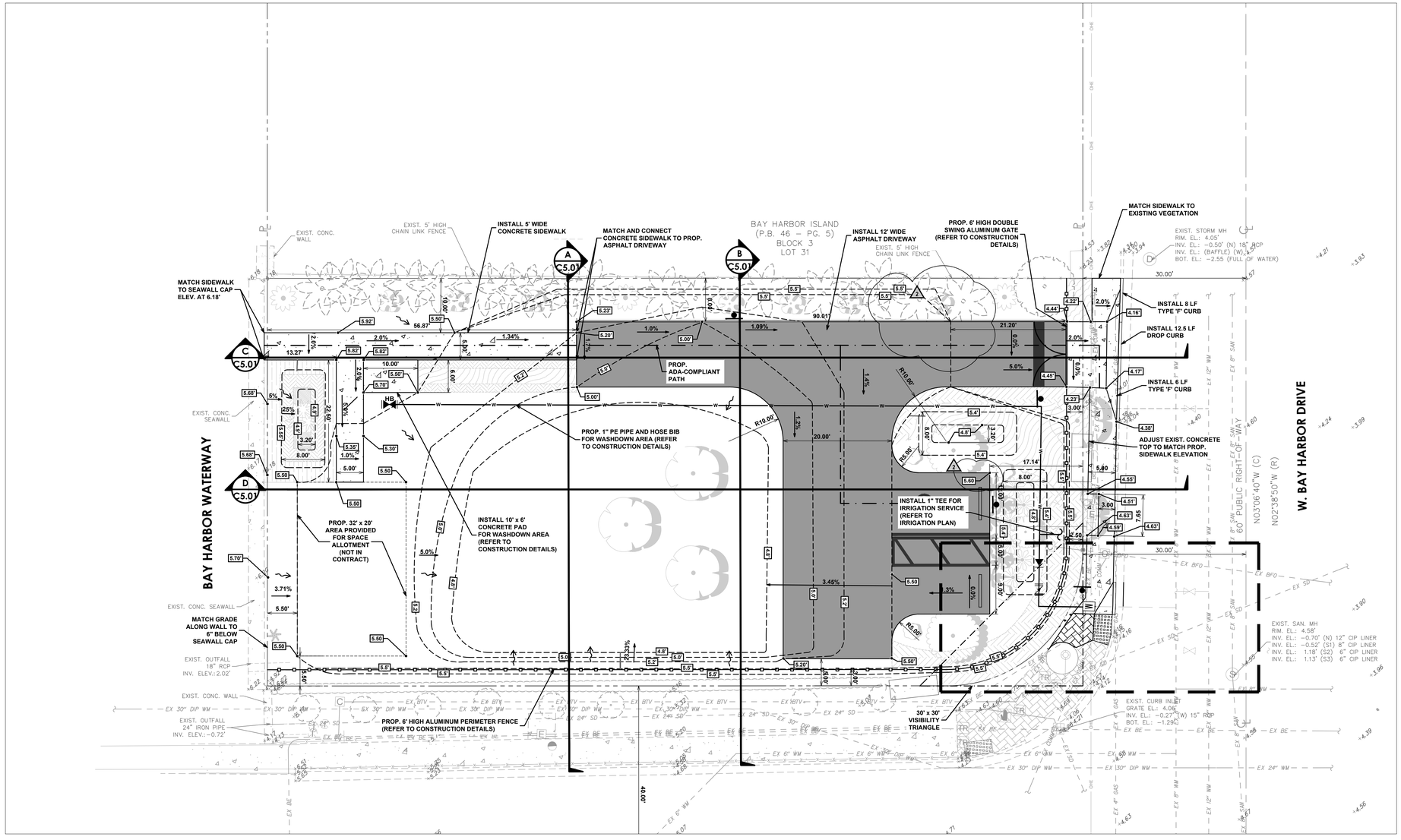
**CHECKED BY**
GAM

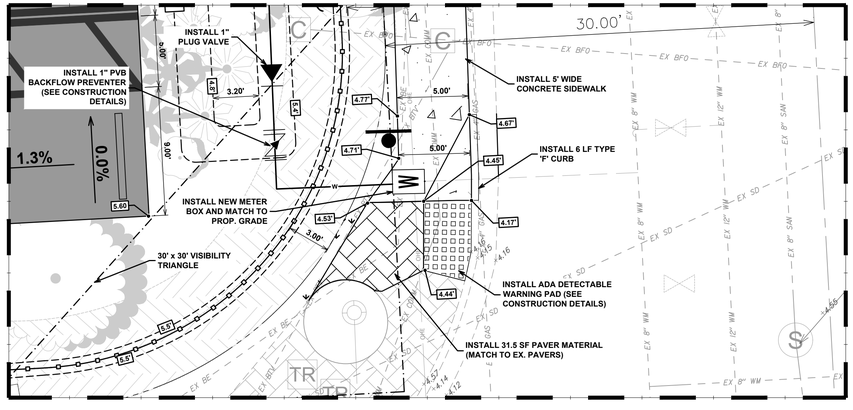
**DRAWING TITLE**

**SITE PLAN**

**DRAWING NUMBER**
**C3.01**
04 OF 26


Plot Date: 4/23/2026 11:19:44 AM Username: aquijada Layout Name: C3.01
Folder Path: V:\Projects\2025\25-0326.00012 - 96th Street Kayak Park Renovation Design\Design\CAD\Sheets Filename: 25-0326.00012 Site Plan.dwg




**INSET**
**SCALE: 1" = 5'**

GRAPHIC SCALE
0 5 10 20
1 INCH = 10 FEET

## LEGEND

- EXISTING WOOD FENCE
- EXISTING CHAIN OR WIRE FENCE
- EXISTING HEDGE LINE
- EXISTING TREE
- EXISTING PALM
- EXISTING ELECTRICAL BOX
- EXISTING GUY WIRE
- EXISTING FIBER OPTIC UTILITY
- EXISTING ELECT. TRAFFIC CONTROL BOX
- EXISTING PED. CROSSING SIGNAL
- EXISTING COMMUNICATION BOX
- EXISTING LIGHT POLE
- EXISTING CONC. POWER POLE
- EXISTING TRAFFIC LIGHT METAL POLE
- EXISTING FIRE HYDRANT
- EXISTING IRRIGATION APPARATUSES
- EXISTING BACK FLOW PREVENTER
- EXISTING WATER VALVE
- EXISTING SIGN
- EXISTING SANITARY MANHOLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING CURB INLET
- EXISTING PAVERS
- EXISTING CONCRETE
- EXISTING WARNING PAD
- PROPOSED STREET SIGN AND POST
- PROPOSED ELEVATION
- PROPOSED SURFACE FLOW ARROW
- PROPOSED CONTOUR LINE
- PROPOSED ADA ACCESSIBLE ROUTE
- PROPOSED WHEEL STOP
- PROPOSED STREET SIGN AND POST
- PROPOSED SERVICE LINE
- PROPOSED HOSE BIB
- PROPOSED PLUG
- PROPOSED BACKFLOW PREVENTER
- EXISTING WATER METER
- PROPOSED PIPE CONTINUATION
- EXISTING ELEVATION
- SIGHT TRIANGLE
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED PAVERS
- PROPOSED DETECTABLE WARNING PAD
- PROPOSED ALUMINUM FENCE
- PROPOSED ALUMINUM DOUBLE SWING GATE

### PAVING, GRADING AND DRAINAGE NOTES:

1. MINIMUM SOD ELEVATION IN CENTER OF SITE TO BE 4.8' NGVD.
2. ALL SIDEWALKS SHALL MEET A.D.A. REQUIREMENTS (5% MAX. LONGITUDINAL SLOPE AND 2% MAX. TRANSVERSE SLOPE).
3. NO INLETS OR DRAINAGE PIPES ARE PROPOSED.
4. ALL SURFACE RUNOFF, INCLUDING WATER FROM HOSE BIB, IS INTENDED TO FLOW TO THE CENTER OF PROPERTY.
5. STORMWATER RUNOFF CALCULATIONS WILL BE SUBMITTED TO DERM FOR APPROVAL.
6. BACKFILL MATERIAL UNDER PAVED AREAS SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
7. BACKFILL MATERIAL UNDER AREAS NOT TO BE PAVED SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
8. CONTRACTOR TO PROVIDE DETAILED AS-BUILTS SURVEYS THAT CLEARLY DEFINE THE AREAS OF WORK COMPLETED UNDER THIS CONTRACT INCLUDING BUT NOT LIMITED TO ALL RIM ELEVATIONS (EXISTING AND PROPOSED STRUCTURES), ALL INVERTS, BOTTOM OF STRUCTURE, SUFFICIENT SWALE ELEVATIONS TO DEMONSTRATE THAT SWALES DRAIN TO INLETS, LOCATION OF EXFILTRATION TRENCH, LOCATION OF DRIVEWAY RESTORATION, AND RESTORED ASPHALT PAVEMENT.

**VERTICAL DATUM INFORMATION**
ALL ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
CONVERSION FACTOR:
NGVD29 **-1.55** = NAVD88 IN THIS AREA

**Sunshine811**
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
*Check positive response codes before you dig!*

**PERMIT SET**


cma
chen moore and associates
3150 SW 38th Avenue
Suite 950
Miami, FL, 33146
**786.497.1500**
www.chenmoore.com


**REGISTRATION**

This item has been digitally signed and sealed by **GREGORY A. MENDEZ, PE**, on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

GREGORY A. MENDEZ LICENSE No. 64718 STATE OF FLORIDA PROFESSIONAL ENGINEER

**SIGNATURE DATE: 4/23/2026**

**CLIENT**

BAY HARBOR ISLANDS

**PROJECT INFORMATION**

# 9600 W. BAY HARBOR DR. KAYAK PARK

BAY HARBOR ISLANDS, FL 33154

**PROJECT NUMBER**
25-0326.00012

**CLIENT PROJECT NUMBER**

**VERIFY SCALES**
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

**REVISIONS**

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/28/2025 | TOWN COMMENTS |
| 2 | 4/23/2026 | AS-04 DESIGN REVISIONS |

**DATE OF ISSUE**
OCTOBER 2025

**DESIGNED BY**
AQ

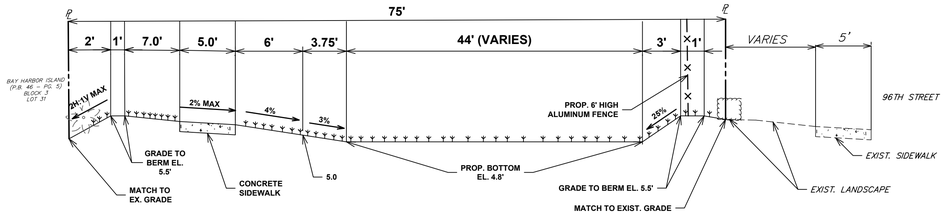
**DRAWN BY**
LD

**CHECKED BY**
GAM

**DRAWING TITLE**
PAVING, GRADING AND DRAINAGE PLAN

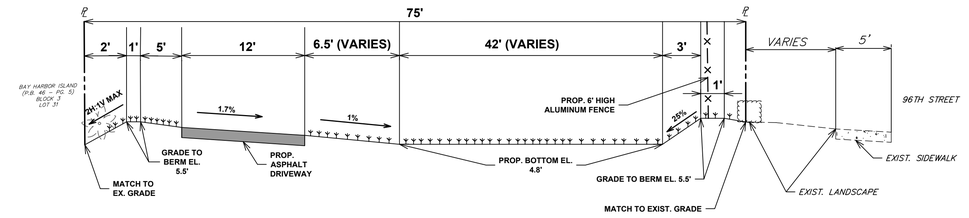
**DRAWING NUMBER**
C4.01
05 OF 26


Plot Date: 4/23/2026 11:19:58 AM Username: aquijada Layout Name: C4.01
Folder Path: V:\Projects\2025\25-0326.00012 - 96th Street Kayak Park Renovation Design\Design\CAD\Sheets Filename: 25-0326.00012 Paving grading and drainage.dwg



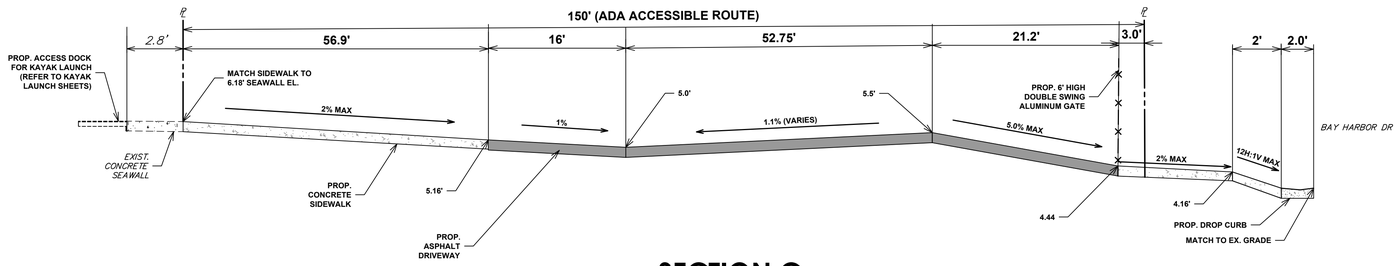

## SECTION A

N.T.S.



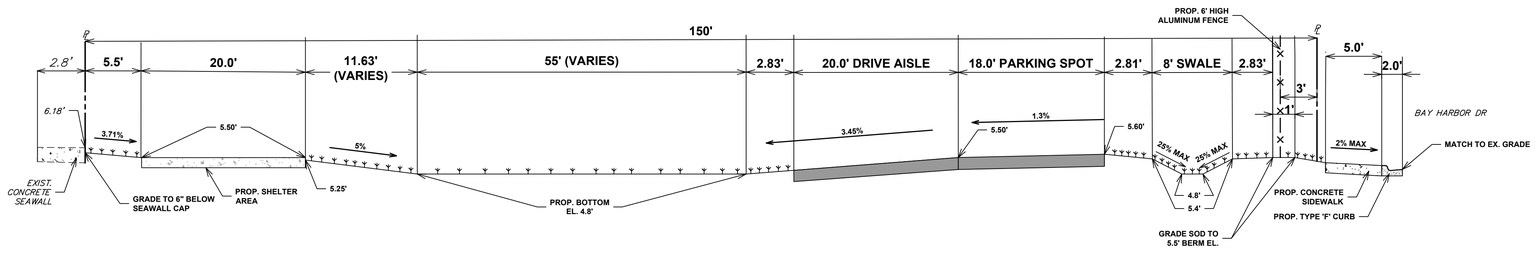

## SECTION B

N.T.S.




## SECTION C

N.T.S.




## SECTION D

N.T.S.

Sunshine811

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

*Check positive response codes before you dig!*

PERMIT SET


cma
chen moore and associates
3150 SW 38th Avenue
Suite 950
Miami, FL, 33146
**786.497.1500**
www.chenmoore.com


**REGISTRATION**

This item has been digitally signed and sealed by **GREGORY A. MENDEZ, PE**, on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

GREGORY A. MENDEZ — LICENSE — No. 64718 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

**SIGNATURE DATE:** 4/23/2026

**CLIENT**

BAY HARBOR ISLANDS

**PROJECT INFORMATION**

**9600 W. BAY HARBOR DR. KAYAK PARK**

BAY HARBOR ISLANDS, FL 33154

**PROJECT NUMBER**
25-0326.00012

**CLIENT PROJECT NUMBER**

**VERIFY SCALES**
0 — 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

**REVISIONS**

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/28/2025 | TOWN COMMENTS |
| 2 | 4/23/2026 | AS-04 DESIGN REVISIONS |

**DATE OF ISSUE**
OCTOBER 2025

**DESIGNED BY**
AQ

**DRAWN BY**
AQ

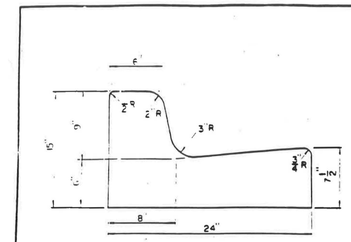
**CHECKED BY**
GAM

**DRAWING TITLE**

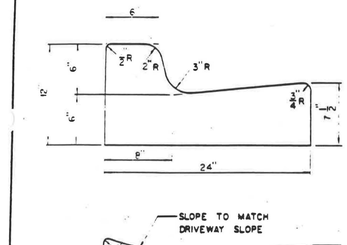
**TYPICAL CROSS SECTIONS**

**DRAWING NUMBER**
**C5.01**
06 OF 26

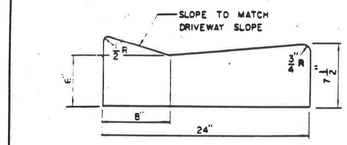

Plot Date: 4/23/2026 10:29:11 AM Username: aquijada Layout Name: C5.01
Folder Path: V:\Projects\2025\25-0326.00012 - 96th Street Kayak Park Renovation Design\Design\CAD\Sheets Filename: 25-0326.00012 Details.dwg




9" CURB AND GUTTER



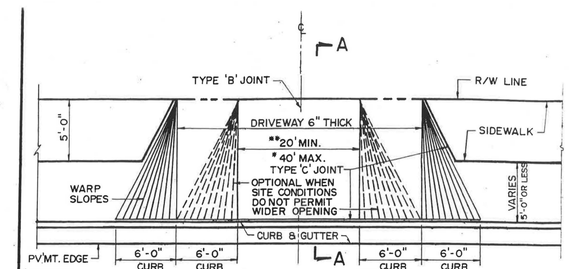

6" CURB AND GUTTER
(TYPE F)




DRIVEWAY CURB

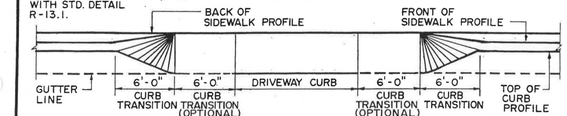
| ITEM | CROSS REF. | SPEC. REF. |
|---|---|---|
| PVMT ENDINGS | R-22.1 | |
| DRIVEWAY CURB | | |
| CURB & GUTTER | | |

| METROPOLITAN DADE COUNTY PUBLIC WORKS DEPARTMENT | APPROVED | REVISED | STANDARD ROAD DETAIL | R |
|---|---|---|---|---|
| | 6/5/6 | 6-4-86 | CURB AND GUTTER SECTIONS | 14.1 |
| | | 3-12-98 | | SHEET 1 OF 1 |




*FOR WIDTHS BETWEEN 40' & 60' SEE R-12.2. SPACE JOINTS IN ACCORDANCE WITH STD. DETAIL R-13.1.

PLAN

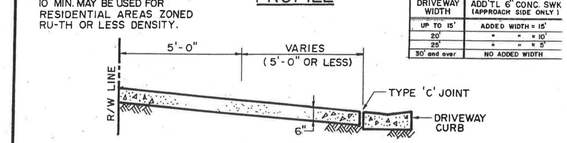



PROFILE

**10' MIN. MAY BE USED FOR RESIDENTIAL AREAS ZONED RU-TH OR LESS DENSITY.

TABLE I.

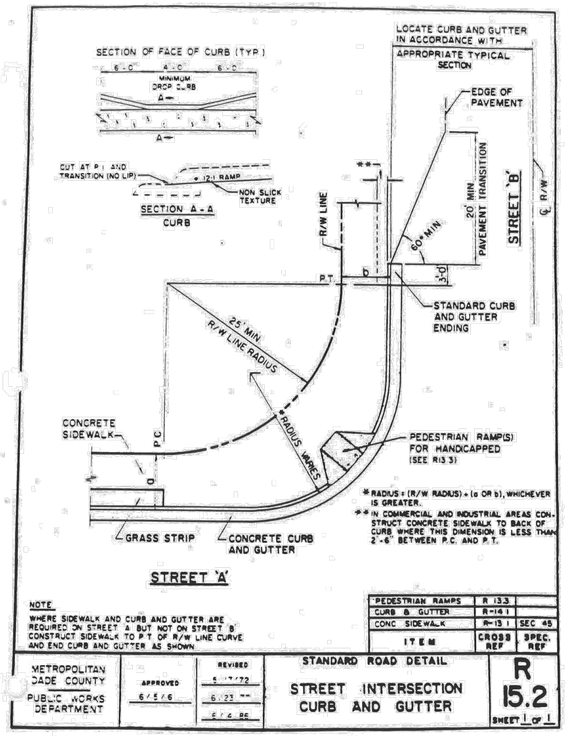
| DRIVEWAY WIDTH | ADD'TL 6" CONC. SWK (APPROACH SIDE ONLY) |
|---|---|
| UP TO 15' | ADDED WIDTH = 15' |
| 20' | " = 10' |
| 25' | " = " = 5' |
| 30' and over | NO ADDED WIDTH |




SECTION A-A

| ITEM | CROSS REF. | SPEC. REF. |
|---|---|---|
| DRIVEWAY CURB | R-14.1 | |
| CURB & GUTTER | R-14.1 | |
| CONC. SIDEWALK | R-13.1 | SEC. 16 |

| METROPOLITAN DADE COUNTY PUBLIC WORKS DEPARTMENT | APPROVED | REVISED | STANDARD ROAD DETAIL | R |
|---|---|---|---|---|
| | 6/5/61 | 4/5/74 | CONCRETE DRIVEWAY | 12.6 |
| | | 9/22/86 | | SHEET 2 OF 2 |
| | | 2/9/99 | | |



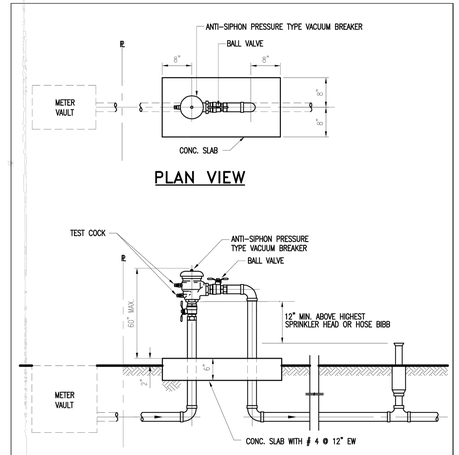

STREET 'A'

*RADIUS = (R/W RADIUS) + (a OR b), WHICHEVER IS GREATER.
**IN COMMERCIAL AND INDUSTRIAL AREAS CONSTRUCT CONCRETE SIDEWALK TO BACK OF CURB WHERE THIS DIMENSION IS LESS THAN 2'-6" BETWEEN P.C. AND P.T.

NOTE
WHERE SIDEWALK AND CURB AND GUTTER ARE REQUIRED ON STREET A BUT NOT ON STREET B CONSTRUCT SIDEWALK TO P.T OF R/W LINE CURVE AND END CURB AND GUTTER AS SHOWN.

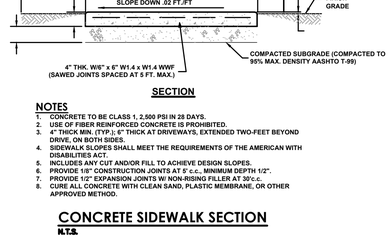
| ITEM | CROSS REF. | SPEC. REF. |
|---|---|---|
| PEDESTRIAN RAMPS | R 13.3 | |
| CURB & GUTTER | R-14.1 | |
| CONC SIDEWALK | R-13.1 | SEC 45 |

| METROPOLITAN DADE COUNTY PUBLIC WORKS DEPARTMENT | APPROVED | REVISED | STANDARD ROAD DETAIL | R |
|---|---|---|---|---|
| | 6/5/6 | 5-17-72 | STREET INTERSECTION CURB AND GUTTER | 15.2 |
| | | 6-23-** | | SHEET 1 OF 1 |
| | | 5/6 RE | | |




| ITEM | CROSS REF. | SPEC. REF. |
|---|---|---|
| GUARD POST DETAIL | WS4.5 | XX' 0.0 |

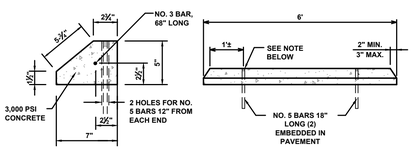
| MIAMI-DADE COUNTY Delivering Excellence Every Day | ISSUE DATE | APPROVED BY | STANDARD DETAIL | WS 4.19 |
|---|---|---|---|---|
| | 11/01/2006 | V.F. | PRESSURE VACUUM BREAKER IRRIGATION SYSTEM ONLY | SHEET 1 OF 2 |




SECTION

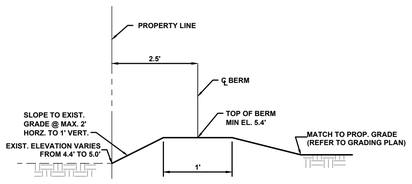
NOTES
1. CONCRETE TO BE CLASS 1, 2,500 PSI IN 28 DAYS.
2. USE OF FIBER REINFORCED CONCRETE IS PROHIBITED.
3. 4" THICK MIN. (TYP.); 6" THICK AT DRIVEWAYS, EXTENDED TWO-FEET BEYOND DRIVE, ON BOTH SIDES.
4. SIDEWALK SLOPES SHALL MEET THE REQUIREMENTS OF THE AMERICAN WITH DISABILITIES ACT.
5. INCLUDES ANY CUT AND/OR FILL TO ACHIEVE DESIGN SLOPES.
6. PROVIDE 1/8" CONSTRUCTION JOINTS AT 5' c.c., MINIMUM DEPTH 1/2".
7. PROVIDE 1/2" EXPANSION JOINTS W/ NON-RISING FILLER AT 20'c.c.
8. CURE ALL CONCRETE WITH CLEAN SAND, PLASTIC MEMBRANE, OR OTHER APPROVED METHOD.

CONCRETE SIDEWALK SECTION
N.T.S.



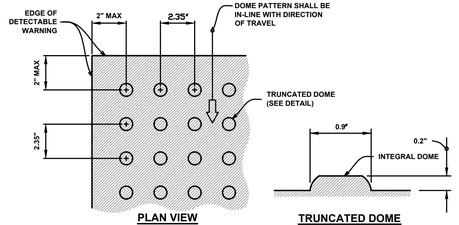

NOTE: BARS TO BE DRIVEN 3/4 INCHES BELOW TOP OF WHEEL STOP AND GROUT FILLED FLUSH WITH TOP OF WHEEL STOP.

WHEEL STOP
N.T.S.



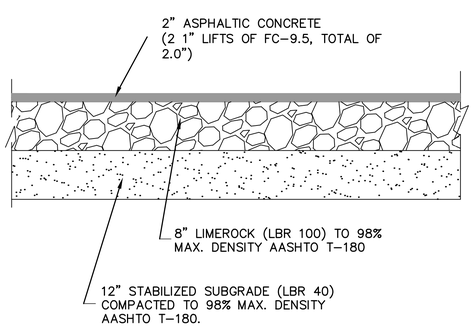

NOTES:
1. THE BERM SHALL BE CONSTRUCTED OF SUITABLE MATERIAL WITH A MIN. L.B.R. VALUE OF 30. NO MUCK OR OPEN GRADED SILICA (SUGAR) SAND WILL BE ACCEPTABLE IN CONSTRUCTION.
2. THE BERM SHALL BE COMPACTED TO 92% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
3. MULCH SHALL BE ADDED ON TOP OF THE BERM.

TYPICAL BERM CROSS-SECTION
N.T.S.

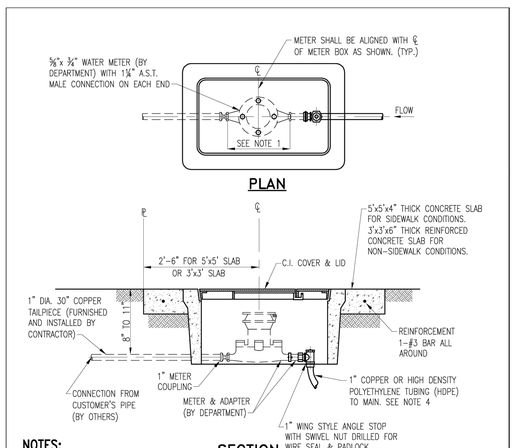



DETECTABLE WARNING
N.T.S.

NOTES
1. DETECTABLE WARNING SURFACE AS REQUIRED PER AMERICAN WITH DISABILITIES ACT DESIGN STANDARDS REQUIRED AT ALL CONCRETE SIDEWALK LANDINGS WITHIN PROJECT LIMITS.
2. STAMPED CONCRETE IS NOT PERMITTED FOR DETECTABLE WARNING SURFACES. ARMOR TILE OR AN APPROVED EQUAL SHALL BE USED.
3. WHEN NOT PLACED ON CURB RAMPS, DETECTABLE WARNINGS SHALL BE PLACED ON THE WALKING SURFACES ADJOINING A VEHICULAR WAY. THE BOUNDARY BETWEEN THE AREAS SHALL BE DEFINED BY A CONTINUOUS DETECTABLE WARNING WHICH IS 36" WIDE.
4. UNLESS NOT PLACED DIRECTLY ON A RAMP, DETECTABLE WARNING SURFACE MUST NOT EXCEED 2% SLOPE IN ANY DIRECTION.
5. WHEN PLACED ON CURB RAMPS, DETECTABLE WARNING SURFACE SHALL EXTEND THE FULL LENGTH AND WIDTH OF THE RAMP. FOR RAMPS WITHIN FDOT RIGHT-OF-WAY, REFER TO THE LATEST VERSION OF THE FDOT DESIGN STANDARDS INDEX #304.
6. CONSTRUCTION OF DETECTABLE WARNING SURFACE IS NOT LIMITED TO CONCRETE MATERIAL, HOWEVER, PRIOR TO CONSTRUCTION, THE CONTRACTOR MUST INFORM TO THE ENGINEER OF RECORD THE PROPOSED MATERIAL FOR THE DETECTABLE WARNING SURFACE. CONTRACTOR MUST ENSURE THAT THE FOLLOWING TRUNCATED DOME CRITERIA IS MET:
   A. DETECTABLE WARNING SURFACES SHALL CONTRAST VISUALLY WITH ADJOINING SURFACES. THE MATERIAL USED TO PROVIDE CONTRAST SHOULD CONTRAST BY AT LEAST 70%
   B. 90% OF THE INDIVIDUAL TRUNCATED DOMES MUST COMPLY WITH THE SPECIFIED DIMENSIONS AND DESIGN CRITERIA.
   C. NO TWO ADJACENT DOMES MAY BE NON-COMPLIANT.
   D. SURFACE MAY NOT DEVIATE MORE THAN 0.1" FROM A TRUE PLAN.



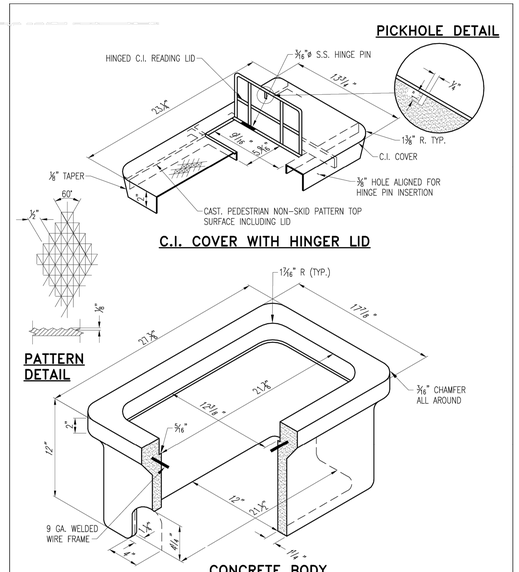

FULL DEPTH ASPHALT PAVEMENT SECTION
N.T.S.




NOTES:
1. METER LAYING LENGTH AS SHOWN: 10¾" (OUTLET TO OUTLET) FOR ⅝" OR 1" METER (11" WITH GASKETS).
2. USE SINGLE METER BOX.
3. CONCRETE SLAB REINFORCEMENT SHALL HAVE 1-#3 BAR ALL AROUND.
4. USE 1" BLUE COLOR HDPE OR 1" COPPER TUBING FOR POTABLE WATER SERVICE. USE ONLY 1" PURPLE COLOR HDPE (NO COPPER ALLOWED) FOR RECLAIMED WATER SERVICE.
5. METERS WILL NOT BE INSTALLED IF THE METER BOX IS IN A DRIVING SURFACE.
6. WHEN USING 1" HDPE SERVICE A TEN GAUGE BLUE (PURPLE FOR RECLAIMED WATER) DIRECT BURY STANDARD COPPER TRACE WIRE IS TO BE TAPED CONTINUOUSLY WITH POLY OR DUCT TAPE TO THE SERVICE FOR LOCATION PURPOSES. WIRE SHALL BE ATTACHED TO WATER MAIN. WIRE MUST EXTEND INTO METER BOX.
7. IF USED FOR RECLAIMED WATER, THE COVER SHALL BE PERMANENTLY EMBOSSED WITH THE WORDING: "RECLAIMED WATER-DO NOT DRINK-NO BEBER-PA BOUE".
8. ALL SPACER TUBES AND TAILPIECES SHALL BE FURNISHED AND INSTALLED BY CONTRACTOR.
9. REPAIRS TO SLAB AND METER ARE PROHIBITED.

| ITEM | CROSS REF. | SPEC. REF. |
|---|---|---|
| 1" SERVICE CONNECTION | WS 4.11 | |
| TYPICAL SERVICE PLAN | WS 4.10 | |

| MIAMI-DADE COUNTY Delivering Excellence Every Day WATER & SEWER DEPARTMENT | ISSUE DATE | APPROVED BY | STANDARD DETAIL | WS 2.10 |
|---|---|---|---|---|
| | 06/01/2008 | V.F.C. | SINGLE METER BOX INSTALLATION | SHEET 1 OF 3 |




NOTES:
1. SOME DIMENSIONS MAY VARY WITH DEPARTMENT APPROVAL. LID W.T.= MAX. 53 LBS., MIN. 42 LBS.
2. METERS WILL NOT BE INSTALLED IF THE METER BOX IS IN A DRIVING SURFACE.

| ITEM | CROSS REF. | SPEC. REF. |
|---|---|---|
| 1" SERVICE CONNECTION | WS 4.11 | |
| TYPICAL SERVICE PLAN | WS 4.10 | |

| MIAMI-DADE COUNTY Delivering Excellence Every Day WATER & SEWER DEPARTMENT | ISSUE DATE | APPROVED BY | STANDARD DETAIL | WS 2.10 |
|---|---|---|---|---|
| | 06/01/2008 | V.F.C. | SINGLE METER BOX DETAIL | SHEET 2 OF 3 |

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
*Check positive response codes before you dig!*

PERMIT SET


cma
chen moore and associates
3150 SW 38th Avenue
Suite 950
Miami, FL, 33146
786.497.1500
www.chenmoore.com


REGISTRATION

This item has been digitally signed and sealed by **GREGORY A. MENDEZ, PE,** on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

GREGORY A. MENDEZ LICENSE No. 64718 STATE OF FLORIDA PROFESSIONAL ENGINEER

SIGNATURE DATE: 4/23/2026

CLIENT

BAY HARBOR ISLANDS

PROJECT INFORMATION

**9600 W. BAY HARBOR DR. KAYAK PARK**

BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER
25-0326.00012

CLIENT PROJECT NUMBER

VERIFY SCALES
0 — 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/28/2025 | TOWN COMMENTS |
| 2 | 4/23/2026 | AS-04 DESIGN REVISIONS |

DATE OF ISSUE
OCTOBER 2025

DESIGNED BY
AQ

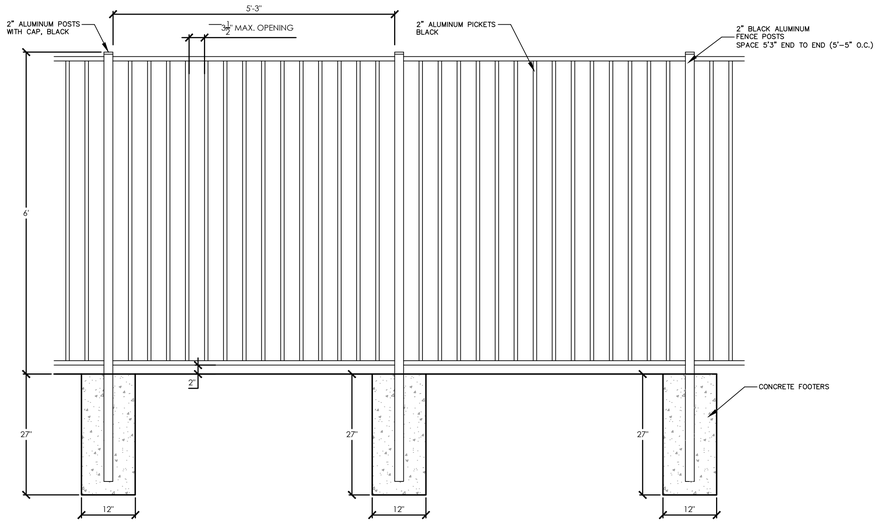
DRAWN BY
AQ

CHECKED BY
GAM

DRAWING TITLE
**CONSTRUCTION DETAILS**

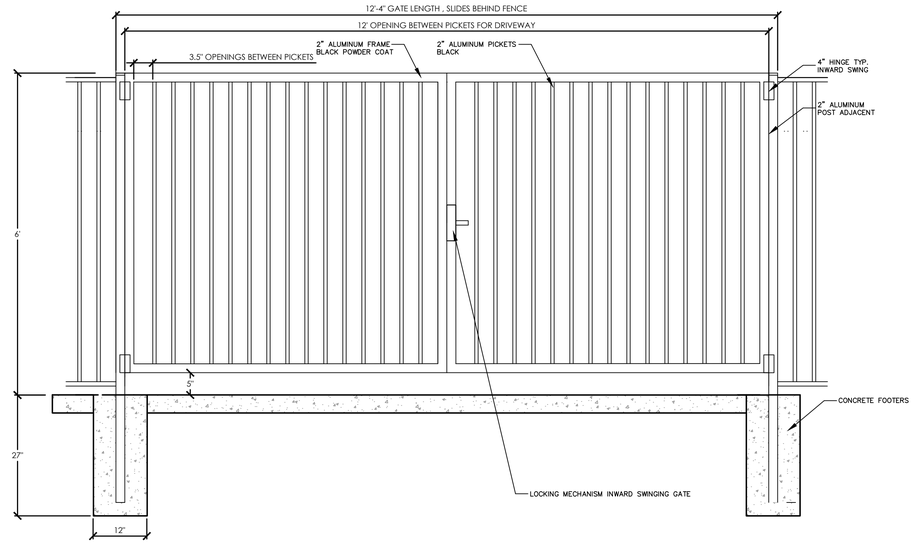
DRAWING NUMBER
**C6.01**
07 OF 26


Plot Date: 4/23/2026 10:29:26 AM Username: aquijada Layout Name: C6.01
Folder Path: V:\Projects\2025\25-0326.00012 - 96th Street Kayak Park Renovation Design\Design\CAD\Sheets Filename: 25-0326.00012 Details.dwg




## 1 ALUMINUM FENCE ELEVATION

3/4" = 1'-0" 323119-37



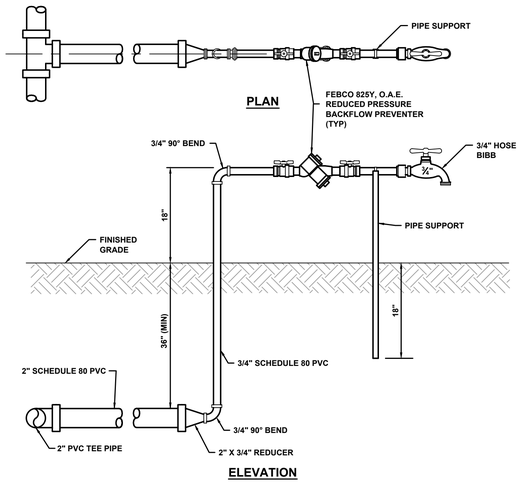

## 2 ALUMINUM VEHICULAR DOUBLE SWING GATE

3/4" = 1'-0" 323119-38

## DESIGN NOTES

1. DETAILS AND DIMENSIONS ARE FOR REFERENCE PURPOSES ONLY TO CONVEY DESIGN INTENT, COLOR PALETTE AND SURFACE TREATMENT AND/OR FINISHES.

2. CONTRACTOR SHALL PROVIDE SIGNED & SEALED SHOP DRAWINGS FOR FENCING AND GATES, INCLUDING BUT NOT LIMITED TO RAILS, PICKETS, FOOTERS, EMBEDMENT, MECHANICAL CONNECTIONS, HARDWARE, ETC. SHOP DRAWINGS SHALL BE SIGNED AND SEALED BY A REGISTERED ENGINEERING IN THE STATE OF FLORIDA DEPICTING THE WIND DESIGN CRITERIA PER FBC, MOST CURRENT EDITION. ALL HARDWARE SHALL COMPLY WITH FLORIDA BUILDING CODE, CURRENT EDITION AND ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES WIND




## 03 REDUCED PRESSURE ZONE (RPZ) & HOSE BIB

Sunshine811

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

*Check positive response codes before you dig!*

PERMIT SET


cma
chen moore and associates
3150 SW 38th Avenue
Suite 950
Miami, FL, 33146
**786.497.1500**
www.chenmoore.com


**REGISTRATION**

This item has been digitally signed and sealed by **GREGORY A. MENDEZ, PE**, on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

GREGORY A. MENDEZ LICENSE No. 64718 STATE OF FLORIDA PROFESSIONAL ENGINEER

**SIGNATURE DATE:** 4/23/2026

**CLIENT**

BAY HARBOR ISLANDS

**PROJECT INFORMATION**

**9600 W. BAY HARBOR DR. KAYAK PARK**

BAY HARBOR ISLANDS, FL 33154

**PROJECT NUMBER**
25-0326.00012

**CLIENT PROJECT NUMBER**

**VERIFY SCALES**
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

**REVISIONS**

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/28/2025 | TOWN COMMENTS |
| 2 | 4/23/2026 | AS-04 DESIGN REVISIONS |

**DATE OF ISSUE**
OCTOBER 2025

**DESIGNED BY**
AQ

**DRAWN BY**
AQ

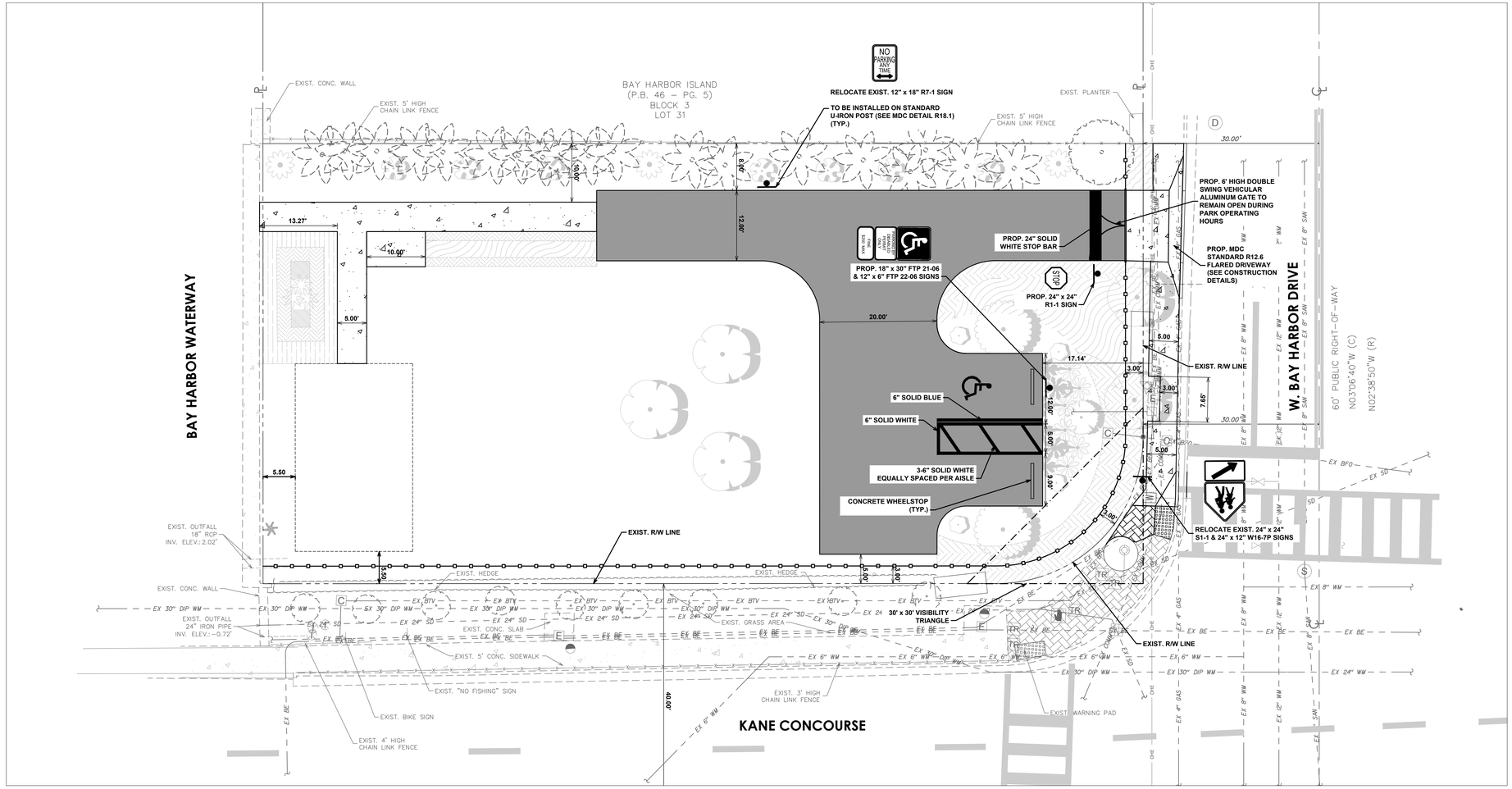
**CHECKED BY**
GAM

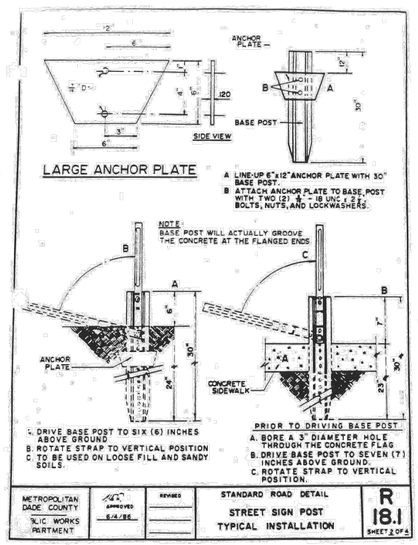
**DRAWING TITLE**

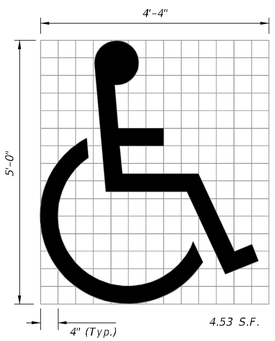
**CONSTRUCTION DETAILS**

**DRAWING NUMBER**
**C6.02**
08 OF 26

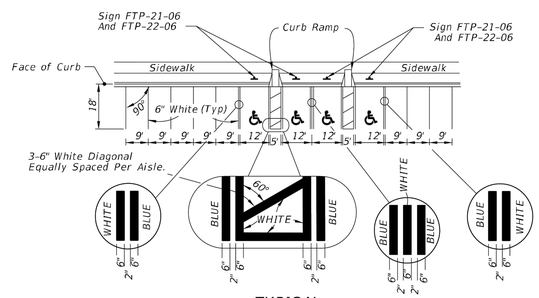

Plot Date: 4/23/2026 10:29:34 AM Username: aquijada Layout Name: C6.02
Folder Path: V:\Projects\2025\25-0326.00012 - 96th Street Kayak Park Renovation Design\Design\CAD\Sheets Filename: 25-0326.00012 Details.dwg




UNIVERSAL SYMBOL OF ACCESSIBILITY
FDOT INDEX 711-001




TYPICAL
ACCESSIBILE PARKING STRIPING DETAIL
FDOT INDEX 711-001

GRAPHIC SCALE
0 5 10 20
1 INCH = 10 FEET

## LEGEND

- EXISTING LIMITS OF ASPHALT
- EXISTING WOOD FENCE
- EXISTING CHAIN OR WIRE FENCE
- EXISTING HEDGE LINE
- EXISTING TREE
- EXISTING PALM
- EXISTING GUY WIRE
- EXISTING GUY WIRE
- EXISTING ELECT. TRAFFIC CONTROL BOX
- EXISTING PED. CROSSING SIGNAL
- EXISTING COMMUNICATION BOX
- EXISTING LIGHT POLE
- EXISTING CONC. POWER POLE
- EXISTING TRAFFIC LIGHT METAL POLE
- EXISTING FIRE HYDRANT
- EXISTING IRRIGATION APPARATUSES
- EXISTING BACK FLOW PREVENTER
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING SIGN
- EXISTING SANITARY MANHOLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING CURB INLET
- EXISTING STREET SIGN AND POST
- EXISTING WARNING PAD
- EXISTING PAVERS
- EXISTING CONCRETE
- SIGHT TRIANGLE
- PROPOSED STREET SIGN AND POST
- PROPOSED CONCRETE
- PROPOSED ASPHALT
- PROPOSED WARNING PAD
- PROPOSED PAVERS

**VERTICAL DATUM INFORMATION**
ALL ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
CONVERSION FACTOR:
NGVD29 -1.55 = NAVD88 IN THIS AREA

**Sunshine811**
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
*Check positive response codes before you dig!*

PERMIT SET

cma
chen moore and associates
3150 SW 38th Avenue
Suite 950
Miami, FL, 33146
786.497.1500
www.chenmoore.com

**REGISTRATION**

This item has been digitally signed and sealed by **GREGORY A. MENDEZ, PE**, on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

GREGORY A. MENDEZ — LICENSE No. 64718 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

**SIGNATURE DATE:** 4/23/2026

**CLIENT**

BAY HARBOR ISLANDS

**PROJECT INFORMATION**

**9600 W. BAY HARBOR DR. KAYAK PARK**

BAY HARBOR ISLANDS, FL 33154

**PROJECT NUMBER**
25-0326.00012

**CLIENT PROJECT NUMBER**

**VERIFY SCALES**
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

**REVISIONS**

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/28/2025 | TOWN COMMENTS |
| 2 | 4/23/2026 | AS-04 DESIGN REVISIONS |

**DATE OF ISSUE**
OCTOBER 2025

**DESIGNED BY**
AQ

**DRAWN BY**
LD

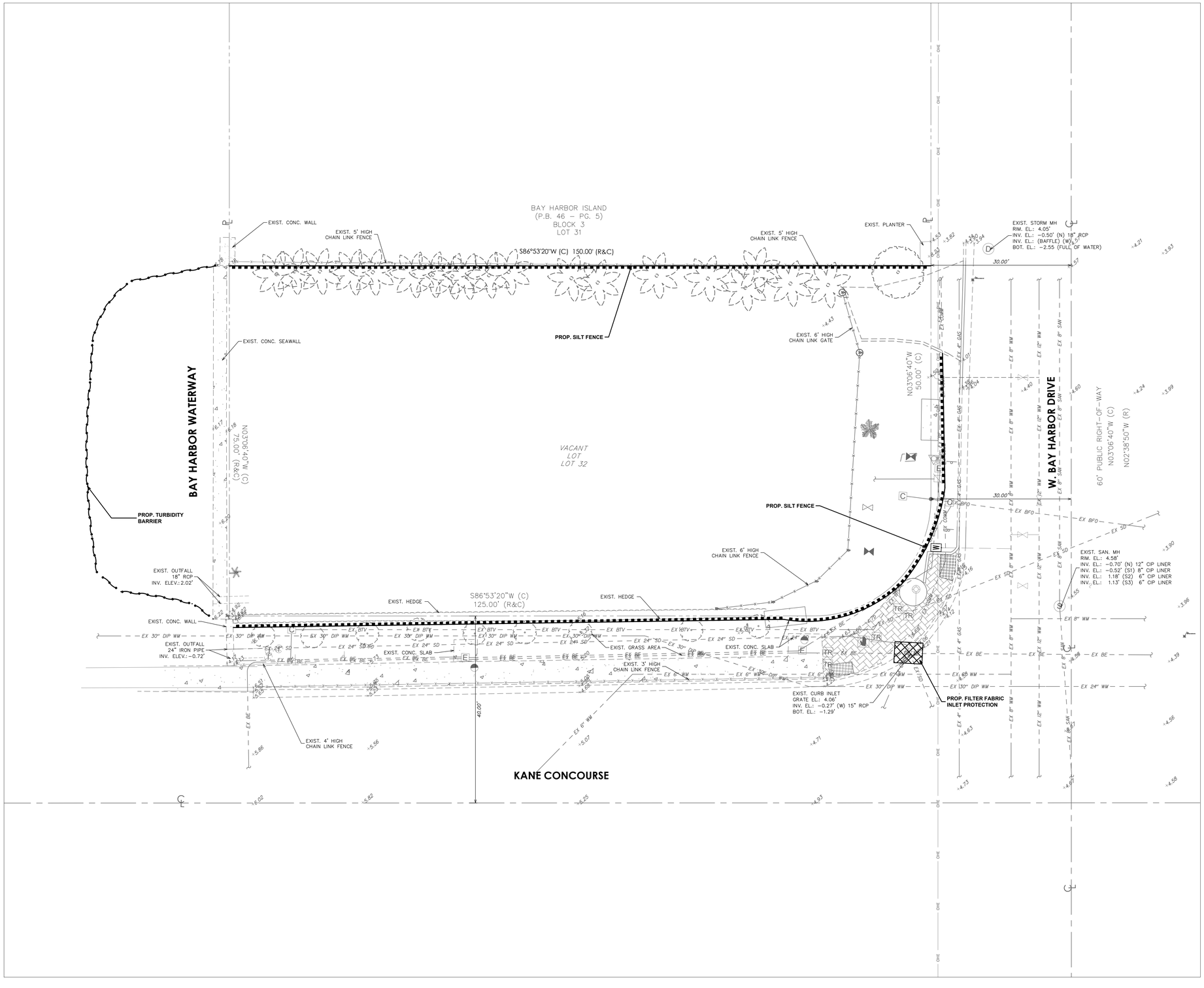
**CHECKED BY**
GAM

**DRAWING TITLE**

**SIGNAGE AND PAVEMENT MARKINGS PLAN**

**DRAWING NUMBER**
**C7.01**
09 OF 26

Plot Date: 4/23/2026 11:20:13 AM Username: aquijada Layout Name: C7.01
Folder Path: V:\Projects\2025\25-0326.00012 - 96th Street Kayak Park Renovation Design\Design\CAD\Sheets Filename: 25-0326.00012 Signage and Markings.dwg




GRAPHIC SCALE

0 5 10 20

1 INCH = 10 FEET

## LEGEND

- TEMPORARY SILT FENCE
- TEMPORARY TURBIDITY BARRIER
- TEMPORARY FILTER FABRIC INLET PROTECTION

**VERTICAL DATUM INFORMATION**
ALL ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
CONVERSION FACTOR:
NGVD29 -1.55 = NAVD88 IN THIS AREA

**Sunshine811**
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
*Check positive response codes before you dig!*

**PERMIT SET**


cma
chen moore and associates
3150 SW 38th Avenue
Suite 950
Miami, FL, 33146
**786.497.1500**
www.chenmoore.com


**REGISTRATION**

This item has been digitally signed and sealed by **GREGORY A. MENDEZ, PE**, on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

GREGORY A. MENDEZ – LICENSE – No. 64718 – STATE OF FLORIDA – PROFESSIONAL ENGINEER

**SIGNATURE DATE: 4/23/2026**

**CLIENT**

BAY HARBOR ISLANDS

**PROJECT INFORMATION**

**9600 W. BAY HARBOR DR. KAYAK PARK**

BAY HARBOR ISLANDS, FL 33154

**PROJECT NUMBER**
25-0326.00012

**CLIENT PROJECT NUMBER**

**VERIFY SCALES**
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

**REVISIONS**

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/28/2025 | TOWN COMMENTS |
| 2 | 4/23/2026 | AS-04 DESIGN REVISIONS |

**DATE OF ISSUE**
OCTOBER 2025

**DESIGNED BY**
AQ

**DRAWN BY**
LD

**CHECKED BY**
GAM

**DRAWING TITLE**
**STORMWATER POLLUTION PREVENTION PLAN**

**DRAWING NUMBER**
**C8.01**
10 OF 26


Plot Date: 4/23/2026 10:29:45 AM Username: aquijada Layout Name: C8.01
Folder Path: V:\Projects\2025\25-0326.00012 - 96th Street Kayak Park Renovation Design\Design\CAD\Sheets Filename: 25-0326.00012 Stormwater pollution prevntion plan.dwg

1. PROJECT/ SITE DESCRIPTION

A. CONSTRUCTION ACTIVITY:
DEMOLITION OF EXISTING ASPHALT, DEMOLITION OF EXISTING CONCRETE CURB, INSTALLATION OF NEW CONCRETE SIDEWALK, ASPHALT DRIVEWAY AND PARKING SPACES, SOD, 1" WATER SERVICE LINE, AND IRRIGATION SYSTEM.

PROJECT LIMITS: THE ENTIRE LOT AT 9600 W BAY HARBOR DR, AND APPROXIMATELY 70 LF OF THE ADJACENT RIGHT-OF-WAY ALONG W BAY HARBOR DR, FROM THE NORTHERN END OF THE EXISTING ASPHALT DRIVEWAY TO THE CROSSWALK.

PROJECT DESCRIPTION:
THE PROJECT PROPOSES A KAYAK LAUNCH PARK WITH NEW CONCRETE SIDEWALK AND ASPHALT DRIVEWAY INSIDE THE PROPERTY, AND NEW CONCRETE SIDEWALK ALONG THE PUBLIC RIGHT OF WAY (EAST OF THE PROPERTY LINE). THE ONSITE DRAINAGE SYSTEM WILL BE IMPROVED, AS MORE PERVIOUS AREA IS BEING ADDED. A 1" WATER SERVICE LINE IS BEING ADDED TO THE SITE FOR A KAYAK WASHDOWN AREA.

B. MAJOR SOIL DISTURBING ACTIVITIES:
- REMOVAL AND RELOCATION OF EXISTING UTILITIES.
- REMOVAL OF EXISTING ASPHALT.
- INSTALLATION OF WATER SERVICE LINE AND IRRIGATION SYSTEM.

C. TOTAL PROJECT AREA:
±0.27 ACRES
TOTAL AREA TO BE DISTURBED:
±0.27 ACRES
CONSISTING OF 0.26 AC WITHIN THE PROPERTY LINE, AND 0.01 AC OUTSIDE THE PROPERTY LINE.

D. (1) RUNOFF COEFFICIENTS BEFORE, DURING, AND AFTER CONSTRUCTION:
BEFORE: 0.98
DURING: 0.98
AFTER: 0.98

E. FOR LOCATIONS OF DRAINAGE AREAS AND OUTFALLS:
ONSITE DRAINAGE WILL BE CONTAINED WITHIN THE PROPERTY LINE. OFFSITE DRAINAGE WILL BE HANDLED BY EXISTING ROADWAY STORMWATER SYSTEM, INCLUDING VALLEY GUTTERS AND INLETS.

F. (1) NAME OF RECEIVING WATERS: NONE (2) WETLAND AREA: NONE

2. CONTROLS
NARRATIVE - SEQUENCE OF SOIL, DISTURBING ACTIVITIES AND IMPLEMENTATION OF CONTROLS:
INSTALLATION OF PROPOSED INLET PROTECTION, SILT FENCE, AND TURBIDITY BARRIER SHALL PRECEDE DEMOLITION ACTIVITIES. THESE ITEMS SHALL BE REMOVED FOLLOWING COMPLETION OF CONSTRUCTION ACTIVITIES.

A. EROSION AND SEDIMENT CONTROLS:
(1) STABILIZATION PRACTICES:
THE CONTRACTOR WILL MAINTAIN INLET PROTECTION, SILT FENCE, AND TURBIDITY BARRIER.
(2) STRUCTURAL PRACTICES:
CURB & GUTTER AND INLET PROTECTION.

B. DESCRIPTION OF STORM WATER MANAGEMENT:
CONTRACTOR SHALL INSTALL AND MAINTAIN THE EROSION AND SEDIMENT CONTROL DESCRIBED HEREIN. AFTER ANY RAIN EVENT, THE CONTRACTOR WILL REPAIR OF REPLACE ANY AFFECTED CONTROLS (FILTER FABRIC, SILT FENCE, TURBIDITY BARRIER).

C. OTHER CONTROLS:
(1) WASTE DISPOSAL:
* ANY CONSTRUCTION DEBRIS GENERATED AS A RESULT OF THIS PROJECT WILL BE DISPOSED OF OFF-SITE AT AN APPROPRIATE WASTE DISPOSAL FACILITY.
* CONCRETE WASH OUT LOCATIONS WILL BE PROVIDED IN AREA WHERE THE DISPOSAL MATERIALS WILL BE CONTAINED SO AS TO PREVENT DISCHARGE OUTSIDE OF THE PROJECT LIMITS AND INTO THE WATERWAYS.
* NEW AND EXISTING DRAINAGE STRUCTURE WILL BE PROTECTED WITH SYNTHETIC BALES AND/OR FILTER FABRIC.
* STAGING AREAS WILL BE LOCATED WITHIN THE PROJECT WORK ZONE UNLESS REQUESTED OTHERWISE FOR APPROVAL.
* LITTER WILL BE DEPOSITED IN APPROPRIATE LOCATIONS. A DUMPSTER MAY BE PROVIDED AT THE SITE DEPENDING ON THE AMOUNT OF LITTER GENERATED.
* LOADED TRUCKS WILL BE COVERED WITH TARPS.
* SWEEPERS AND/OR WATER TRUCKS WILL BE PROVIDED TO REDUCE DUST DAILY.
* SOIL PREVENTION TRACKING WILL BE INSTALLED AS PER THE SWPP AND/OR AS DIRECTED BY VILLAGE INSPECTOR.

(2) SANITARY WASTE: REGULAR AND ADEQUATE MAINTENANCE SHALL BE PROVIDED TO THE TEMPORARY SANITARY FACILITIES.
(3) FERTILIZERS, PESTICIDES AND TREES: NO FERTILIZERS OR PESTICIDES SHALL BE APPLIED. ALL TREES WITHIN PROJECT LIMITS THAT ARE TO REMAIN AS PER FDOT INDEX N0.544 SHALL BE PROTECTED.
(4) TOXIC SUBSTANCES: TOXIC SUBSTANCES WILL NOT BE STORED AT THE SITE.
(5) NON-STORM WATER DISCHARGE (INCLUDING SPILL REPORTING): NO NON-STORMWATER DISCHARGES ARE ANTICIPATED AT THIS TIME. CONTAMINATED SOIL OR GROUNDWATER ENCOUNTERED SHALL BE REPORTED IMMEDIATELY TO VILLAGE PERSONNEL WHEN DEWATERING IS IMPLEMENTED. THE WATER WILL BE DEPOSITED IN A CONTROLLED AREA ON-SITE TO PREVENT OFF-SITE DISCHARGE OR AS APPROVED BY PERMIT.
(6) EROSION CONTROL DEVICES: LOCATIONS AND TYPES OF ALL EROSION CONTROL DEVICES SHALL BE INSTALLED AS DIRECTED BY PLAN AND/OR BY TOWN OF BAY HARBOR ISLANDS. CONTRACTOR SHALL IMPLEMENT THE SWPP AS PER CONTRACT PLANS. HOWEVER, IT MAY BE REVISED BASED ON ACTUAL FIELD CONDITIONS AT THE TIME WORK IS BEING PERFORMED, FIELD MODIFICATIONS WILL BE APPROVED BY TOWN OF BAY HARBOR ISLANDS. MONITORING SHALL BE PERFORMED ON A WEEKLY BASIS AND AFTER A 1/2" STORM EVENT WITH ROUTINE MAINTENANCE AND REPLACEMENT OF ANY DEVICES AS REQUIRED. CONTAINMENT OR REMOVAL OF POLLUTANTS SHALL BE IN ACCORDANCE WITH ALL APPLICABLE STATE AND TOWN OF BAY HARBOR ISLANDS REGULATIONS AND/OR FDOT STANDARD SPECIFICATIONS. THE RESPONSIBLE PERSONS FOR MONITORING AND MAINTAINING THE EROSION CONTROL DEVICES SHALL BE:
OWNER: TOWN OF BAY HARBOR ISLANDS PUBLIC WORKS DEPARTMENT
CONTRACTOR: TBA

D. APPROVED STATE, LOCAL PLANS, OR STORM WATER PERMITS:
(1) TBD

3. MAINTENANCE:
- ALL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER: IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF REPORT.
- PROTECT ALL INLETS SURROUNDING CONSTRUCTION SITE.
- STREET SWEEPING AND DUST PREVENTION MUST BE IMPLEMENTED DAILY

4. INSPECTION:
A.A. QUALIFIED PERSONNEL FROM THE CONTRACTOR SHALL INSPECT THE BMPs DAILY THROUGHOUT THE CONSTRUCTION PERIOD.

A.B. PREPARATION OF THE CONTRACTOR'S WEEKLY REPORT OF INSPECTION, MAINTENANCE AND REPAIRS FOR THE CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION SHALL BE INCLUDED THE FOLLOWING:

- DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.
- AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.
- STRUCTURAL CONTROLS.
- STORMWATER MANAGEMENT SYSTEMS.
- LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.
- STREET SWEEPING AND DUST CONTROL

A.A. A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. IF REPAIR IS NECESSARY IT WILL BE INITIATED WITHIN 24 HOURS OF THE REPORT.

A.D. REMOVES EXCESS DIRT FROM ALL ROADS ADJACENT TO PROJECT AREA ON A DAILY BASIS.

A.E. SEDIMENT FOUND IN DRAINAGE INSPECTION WILL REQUIRE DRAINAGE SYSTEM CLEANING BY CONTRACTOR.

EROSION AND SEDIMENT CONTROL NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE PLANS, SPECIFICATION, APPLICABLE PERMIT(S), AND THE PREVENTION, CORRECTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION IN ACCORDANCE WITH CHAPTER 62-302, FLORIDA ADMINISTRATIVE CODE.

2. EROSION AND SEDIMENT CONTROL BARRIERS SHALL BE PLACED WHERE THERE IS POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION.

3. THE SITE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.

4. THE SITE CONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE OF BEST MANAGEMENT PRACTICES (BMPs) TO MAKE SURE THEY ARE FUNCTIONING AS DESIGNED AT ALL TIMES.

5. THE BMP STRUCTURES SHALL BE INSPECTED AFTER EACH RAIN AND REPAIRS MADE AS NEEDED. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-THIRD THE HEIGHT OF THE BARRIER.

6. SOD SHALL BE PLACED IN AREAS WHICH MAY REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITY STANDARDS ARE MAINTAINED AND WHERE NO ACTIVE CONSTRUCTION IS OCCURRING.

7. THE CONTRACTOR SHALL PAY FOR ANY WATER QUALITY CONTROL VIOLATIONS FROM ANY AGENCY THAT RESULTS IN FINES BEING ASSESSED TO THE OWNER BECAUSE OF THE CONTRACTOR'S FAILURE TO ELIMINATE TURBID RUNOFF FROM LEAVING THE SITE AND RAISING BACKGROUND LEVELS OF TURBIDITY ABOVE EXISTING BACKGROUND LEVELS.

8. WIRE MESH SHALL BE LAID OVER THE TOP DROP INLET SO THAT THE WIRE EXTENDS A MINIMUM OF 1 FOOT BEYOND EACH SIDE OF THE INLET STRUCTURE. HARDWARE CLOTH OR COMPARABLE WIRE MESH WITH ½ - INCH OPENING SHALL BE USED. IF MORE THAN ONE STRIP OF MESH IS NECESSARY THE STRIPS SHALL BE OVERLAPPED.

9. FDOT NO. 1 COARSE AGGREGATE SHALL BE PLACED OVER THE WIRE MESH AS INDICATED ON DETAIL. THE DEPTH OF STONE SHALL BE AT LEAST 12 INCHES OVER THE ENTIRE INLET OPENING. THE STONE SHALL EXTEND BEYOND THE INLET OPENING AT LEAST 18 INCHES ON ALL SIDES.

10. IF THE STONE FILTER BECOMES CLOGGED WITH SEDIMENT SO THAT IT NO LONGER ADEQUATELY PERFORMS ITS FUNCTION, THE STONE MUST BE PULLED AWAY FROM THE INLET, CLEANED AND REPLACED.

11. THE FILTER BARRIER SHALL BE ENTRENCHED AND BACKFILLED. A TRENCH SHALL BE EXCAVATED AROUND THE INLET AND WIDTH OF A BALE TO A MINIMUM DEPTH OF FOUR INCHES. AFTER THE BALES ARE STACKED, THE EXCAVATED SOIL SHALL BE BACKFILLED AND COMPACTED AGAINST THE FILTER BARRIER.

TURBIDITY BARRIERS

12. FLOATING TURBIDITY BARRIERS WILL BE PLACED AT ALL OUTFALL LOCATIONS CONNECTED TO THE WORK AREA DURING ACTIVE CONSTRUCTION. IF SEAGRASSES ARE PRESENT BARRIERS WILL NOT BE PLACED OVER THEM. THE FLOATING TURBIDITY BARRIERS SHALL BE INSTALLED IN A MANNER TO PREVENT MANATEE ENTANGLEMENT.

13. TURBIDITY BARRIERS TO BE MARKED WITH SITE CONTRACTOR'S COMPANY NAME USING PERMANENT MARKINGS NO SMALLER THAN 3 INCHES IN HEIGHT ON THE TOP OF THE BARRIER.

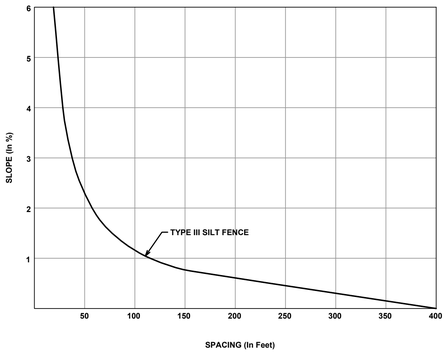
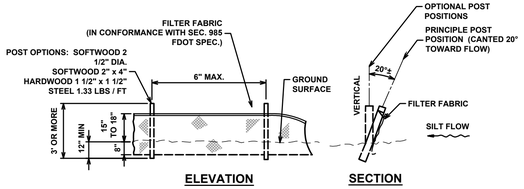
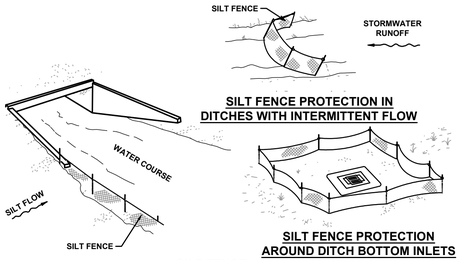



CHART 1: SILT FENCE SPACING




ELEVATION SECTION

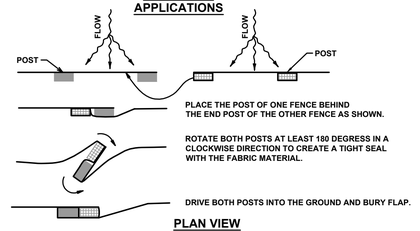
TYPE III SILT FENCE




SILT FENCE PROTECTION IN DITCHES WITH INTERMITTENT FLOW

SILT FENCE PROTECTION AROUND DITCH BOTTOM INLETS

SILT FENCE APPLICATIONS

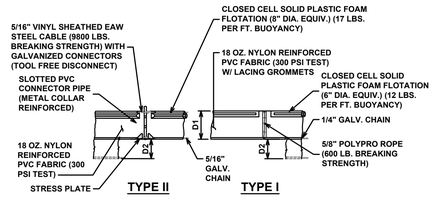



PLAN VIEW

JOINING TWO SILT FENCES

NOTES:
1. WHERE USED IN DITCHES, THE SPACING FOR TYPE III SILT FENCE SHALL BE IN ACCORDANCE WITH CHART 1.
2. DO NOT CONSTRUCT SILT FENCES ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.
3. WHERE USED AS SLOPE PROTECTION , SILT FENCE IS TO BE CONSTRUCTED ON 0% LONGITUDINAL GRADE TO AVOID CHANNELIZING RUNOFF ALONG THE LENGTH OF THE FENCE.

SILT FENCE
N.T.S.

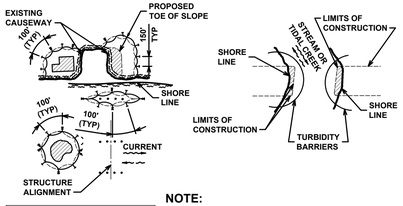



TYPE II TYPE I

D1 =5' STD. (SINGLE PANEL FOR DEPTHS 5' OR LESS).
D2 =5' STD. (ADDITIONAL PANEL FOR DEPTHS > 5').
CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET.
TWO (2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.

NOTE:
COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER.

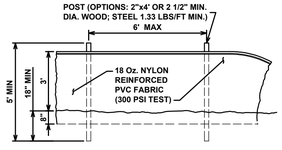
FLOATING TURBIDITY BARRIER




TURBIDITY APPLICATIONS

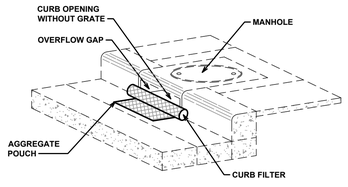
NOTE:
TURBIDITY BARRIERS FOR FLOWING STREAMS AND TIDAL CREEKS MAY BE EITHER FLOATING, OR STAKED TYPES OR ANY COMBINATIONS OF TYPES THAT WILL SUIT SITE CONDITIONS AND MEET EROSION CONTROL AND WATER QUALITY REQUIREMENTS. THE BARRIER TYPE(S) WILL BE AT THE CONTRACTOR'S OPTION UNLESS OTHERWISE SPECIFIED IN THE PLANS. POSTS IN STAKED TURBIDITY BARRIERS TO BE INSTALLED IN VERTICAL POSITION UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

TURBIDITY BARRIER - FLOATING
N.T.S.




STAKED TURBIDITY BARRIER

NOTES:
1. TURBIDITY BARRIERS ARE TO BE USED IN ALL PERMANENT BODIES OF WATER REGARDLESS OF WATER DEPTH.
2. NUMBER AND SPACING OF ANCHORS DEPENDENT ON CURRENT VELOCITIES.
3. DEPLOYMENT OF BARRIER AROUND PILE LOCATIONS MAY VARY TO ACCOMMODATE CONSTRUCTION OPERATIONS.
4. NAVIGATION MAY REQUIRE SEGMENTING BARRIER DURING CONSTRUCTION OPERATIONS.
5. TYPE I TURBIDITY BARRIERS SHALL BE DESIGNED BY THE MANUFACTURER FOR USE IN CALM WATER AREAS SUCH AS SWALES, DITCHES, CANALS, SMALL PONDS, LAKES AND HARBORS. TYPE I TURBIDITY BARRIERS SHALL BE USED IN AREAS WHERE THERE IS NO CURRENT AND THE AREA IS SHELTERED FROM WIND AND WAVES.
6. TYPE II TURBIDITY BARRIERS ARE DESIGNED BY THE MANUFACTURER FOR AREAS WITH MOVING WATER, CURRENTS, WAVES OR TIDE. TYPE II TURBIDITY BARRIERS SHALL BE USED IN WATER LOCATIONS WITH WAVES UP TO TWO FEET (2'), MODERATE WIND, AND CURRENTS UP TO 2 KNOTS OR 3.5 FEET PER SECOND.
7. STAKED BARRIERS ARE CONTINUOUS PANELS OF PVC FABRIC THAT CONTAIN STORMWATER RUNOFF OR RE-DIRECT IT TO CHANNELS OR RETENTION AREAS.
8. CONSTRUCTION SPECIFICATIONS: THE AREA OF INSTALLATION FOR THE PROPOSED TURBIDITY BARRIER SHALL BE INSPECTED FOR OBSTACLES AND IMPEDIMENTS THAT COULD DAMAGE THE BARRIER OR IMPAIR ITS EFFECTIVENESS TO RETAIN SEDIMENTS. REMOVE MATERIALS, OBSTACLES AND IMPEDIMENTS THAT COULD DAMAGE OR IMPAIR THE EFFECTIVENESS OF THE TURBIDITY BARRIER.
9. MAINTENANCE: THE TURBIDITY BARRIER SHALL BE INSPECTED DAILY AND REPAIRED OR REPLACED IMMEDIATELY IF DAMAGED. IT IS NOT NORMALLY NECESSARY TO REMOVE SEDIMENT DEPOSITED BEHIND THE CURTAIN. HOWEVER, WHEN NECESSARY, REMOVAL SHALL BE DONE BY HAND PRIOR TO REMOVAL OF THE BARRIER. ALL REMOVED SILT SHALL BE STABILIZED AWAY FROM THE WATERBODY. THE BARRIER SHALL BE REMOVED SLOWLY AND BY CAREFULLY PULLING IT TOWARD THE CONSTRUCTION SITE TO MINIMIZE THE RELEASE OF SEDIMENTS.




NOTES:
1. INSTALL CURB FILTERS AT ALL INLETS WITHOUT GRATES TO KEEP SILT, SEDIMENT AND CONSTRUCTION DEBRIS OUT OF THE STORM SYSTEM
2. THE CURB FILTER SHALL BE DANDY CURB AS MANUFACTURED BY DANDY PRODUCTS INC., OR EQUAL. SUBMIT SHOP A SHOP DRAWING FOR THE CURB FILTERS.
3. THE CURB FILTER SHALL FORM OF A CYLINDRICAL TUBE PLACED IN FRONT OF AND EXTENDING BEYOND THE INLET OPENING ON BOTH SIDES.
4. THE CURB FILTER SHALL HAVE A POUCH ON THE STREET SIDE OF THE UNIT FOR STONE AGGREGATE TO HOLD THE FILTER IN PLACE.
5. THE CURB FILTER SHALL BE CONSTRUCTED OF A HIGH VISIBILITY ORANGE MONOFILAMENT FABRIC.
6. FILL POUCH WITH FDOT #57 STONE AGGREGATE TO A LEVEL (AT LEAST HALF-FULL) THAT WILL KEEP UNIT IN PLACE DURING A RAIN EVENT AND CREATE A SEAL BETWEEN THE CURB FILTER AND THE SURFACE OF THE STREET.
7. CENTER THE UNIT AGAINST CURB OR MEDIAN INLET OPENING SO THAT THE CURB SIDE OF THE UNIT CREATES A SEAL WITH THE CURB OR MEDIAN BARRIER AND INLET STRUCTURE. THERE WILL BE APPROXIMATELY TWELVE (12) INCHES OF THE INLET PROTECTION UNIT OVERHANGING ON EACH SIDE OF THE OPENING.
8. THE CONTRACTOR SHALL REMOVE ALL ACCUMULATED SEDIMENT AND DEBRIS FROM SURFACE AND VICINITY OF UNIT AFTER EACH RAIN EVENT.

CURB INLET PROTECTION - CURB FILTER
N.T.S.

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

PERMIT SET

cma
chen moore and associates
3150 SW 38th Avenue
Suite 950
Miami, FL, 33146
786.497.1500
www.chenmoore.com

REGISTRATION

This item has been digitally signed and sealed by GREGORY A. MENDEZ, PE, on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

GREGORY A. MENDEZ LICENSE No. 64718 STATE OF FLORIDA PROFESSIONAL ENGINEER

SIGNATURE DATE: 4/23/2026

CLIENT

BAY HARBOR ISLANDS

PROJECT INFORMATION

9600 W. BAY HARBOR DR. KAYAK PARK

BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER
25-0326.00012

CLIENT PROJECT NUMBER

VERIFY SCALES
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/28/2025 | TOWN COMMENTS |
| 2 | 4/23/2026 | AS-04 DESIGN REVISIONS |

DATE OF ISSUE
OCTOBER 2025

DESIGNED BY
AQ

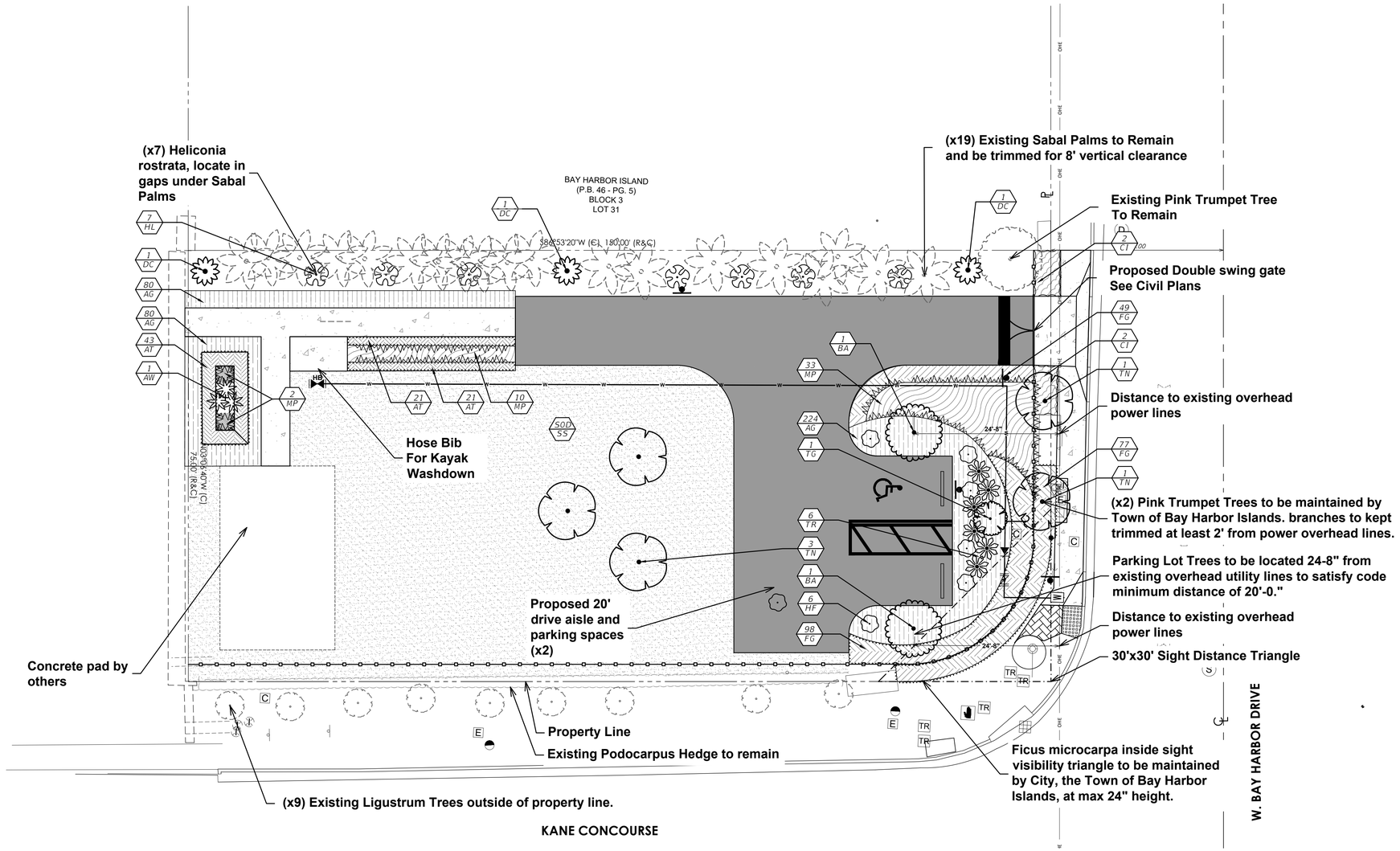
DRAWN BY
AQ

CHECKED BY
GAM

DRAWING TITLE
STORMWATER POLLUTION PREVENTION DETAILS

DRAWING NUMBER
C8.02
11 OF 26

Plot Date: 4/23/2026 10:29:55 AM Username: aquijada Layout Name: C8.02
Folder Path: V:\Projects\2025\25-0326.00012 - 96th Street Kayak Park Renovation Design\Design\CAD\Sheets Filename: 25-0326.00012 Details.dwg




GRAPHIC SCALE

0 5 10 20

1 INCH = 10 FEET

## LEGEND

- PROPOSED VEHICULAR DOUBLE SWING GATE
- PROPOSED ALUMINUM PICKET FENCE
- EXISTING SHRUB LINE
- EXISTING PALM
- EXISTING TREE

## PLANTING DESIGN NOTES

1. Green island ficus proposed within clear sight triangles at the behest of the City, the Town of Bay Harbor Islands. Maintenance of this material is the responsibility of the City to ensure that this material does not obstruct clear views. CMA has advised against the use of this material at this location and takes no responsibility for the implementation and subsequent maintenance.
2. The proposed Pink Trumpet trees proposed below the overhead utility conflicts with Florida Power & Light, Right Tree, Right Place Guidelines. These trees are proposed in compliance with the City's insistence and street tree standards. CMA has advised against the use of this material at this location and takes no responsibility for the implementation and subsequent maintenance.

## PLANT SCHEDULE

| SYMBOL | CODE | QTY | COMMON NAME | BOTANICAL NAME | CONT | SIZE | NATIVE | SPACING | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| TREES | | | | | | | | | |
| | AW | 1 | Paurotis Palm | Acoelorrhaphe wrightii | See Size | 10' HT, Multi-Trunk | Yes | | Multi-trunk,10' Ht, Clean Trunks |
| | BA | 2 | Verawood | Bulnesia arborea | See Size | 2.5" CAL, 12' HT, 6' SPRD | Yes | | |
| | DC | 3 | Cabada Palm | Dypsis cabadae | See Size | 5' HT. MIN. | No | | 5' HT Min, 25 Gallon is acceptable to meet min. size |
| | TN | 5 | Pink Trumpet Tree | Tabebuia heptaphylla | See Size | 2.5" CAL, 12' HT, | No | | |
| | TR | 6 | Florida Thatch Palm | Thrinax radiata | See Size | 4' OAH | Yes | | |
| | TG | 1 | Purple Glory Tree | Tibouchina granulosa | See Size | 2" CAL, 6' - 8' HT | No | | |
| SYMBOL | CODE | QTY | COMMON NAME | BOTANICAL NAME | CONT | SIZE | NATIVE | SPACING | REMARKS |
| SHRUBS | | | | | | | | | |
| | HL | 7 | Lobster Claw | Heliconia rostrata | See Size | 4' - 5' HT | No | 48" o.c. | Spacing Per Plan, to fill in under Sabal Palms |
| | HF | 7 | Fiesta Tropical Hibiscus | Hibiscus rosa-sinensis 'Fiesta' | See Size | 2' x 2' | No | 36" o.c. | |
| SHRUB AREAS | | | | | | | | | |
| | AT | 86 | Butterfly Milkweed | Asclepias tuberosa | See Size | 12"x12" | Yes | 18" o.c. | |
| | CI | 6 | Coco Plum | Chrysobalanus icaco | See Size | 30"x30" | Yes | 48" o.c. | |
| | FG | 224 | Green Island Indian Laurel Fig | Ficus microcarpa 'Green Island' | See Size | 10'-12" | No | 18" o.c. | |
| | MP | 45 | Pink Flamingo Muhly | Muhlenbergia x 'Pink Flamingo' | See Size | 18"-24" HT, FULL | Yes | 36" o.c. | |
| SYMBOL | CODE | QTY | COMMON NAME | BOTANICAL NAME | CONT | SIZE | NATIVE | | REMARKS |
| GROUND COVERS | | | | | | | | | |
| | AG | 384 | Perennial Peanut | Arachis glabrata | See Size | 6"x6" | Yes | | |
| | SS | 4,239 sf | St. Augustine Grass | Stenotaphrum secundatum | Sod | | | | |

## PROPOSED MITIGATION

| TREES AND PALMS | |
|---|---|
| Non Specimen Trees Removed (qty) | 1 |
| Non Specimen Trees Canopy Removed (SF) | 144 |
| Non Specimen Relocated (qty) | 0 |
| Total Canopy for Mitigation | 144 |
| Proposed Street Trees (X2) Pink Trumpet Tree | 30' MAX Spacing |
| Proposed Site Canopy (x2) Verawood, Bulnesia arborea (X3) Pink Trumpet Tree | Shade Tree Cat. 1 (500 SF) x 3 = 1,500 SF |
| | Palm Cat. 2 (300 SF)x 6 = 600 SF |
| | TOTAL PROVIDED = 2,100 SF |

Sunshine811

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

*Check positive response codes before you dig!*

PERMIT SET


cma
chen moore and associates
3150 SW 38th Avenue
Suite 950
Miami, FL, 33146
**786.497.1500**
www.chenmoore.com


REGISTRATION

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY: Eric D Harrison

ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

REGISTERED LANDSCAPE ARCHITECT ERIC DOUGLAS HARRISON LA 6667129 STATE OF FLORIDA

THE ABOVE NAMED LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE THIS SHEET IN ACCORDANCE WITH RULE 61G10-11.011, F.A.C.

**SIGNATURE DATE: 4/23/2026**

CLIENT

BAY HARBOR ISLANDS

PROJECT INFORMATION

**9600 W. BAY HARBOR DR. KAYAK PARK**

BAY HARBOR ISLANDS, FL 33154

**PROJECT NUMBER**
25-0326.00012

**CLIENT PROJECT NUMBER**

**VERIFY SCALES**
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

**REVISIONS**

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/28/2025 | TOWN COMMENTS |
| 2 | 4/23/2026 | AS-04 DESIGN REVISIONS |

**DATE OF ISSUE**
SEPTEMBER 2025

**DESIGNED BY**
PS

**DRAWN BY**
PS

**CHECKED BY**
EDH

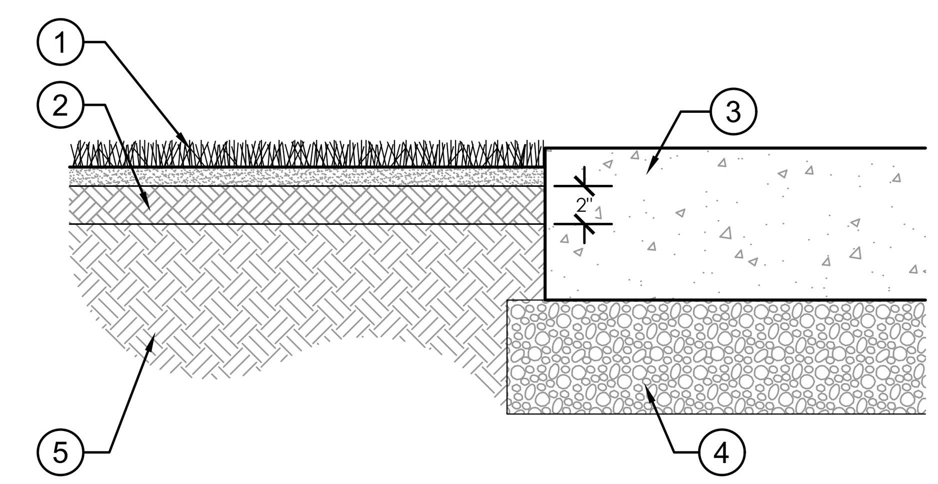
**DRAWING TITLE**

**LANDSCAPE PLAN**

**DRAWING NUMBER**
**L1.01**
12 OF 26


Plot Date: 4/23/2026 4:33:27 PM Username: psalamon Layout Name: L1.01
Folder Path: V:\Projects\2025\25-0326.00012 - 96th Street Kayak Park Renovation Design\Design\CAD\Sheets Filename: 25-0326.00012 Landscape Plan.dwg

1. GENERAL
1.1. WORK PERFORMED SHALL COMPLY WITH THE FOLLOWING:
1.1.1. THESE GENERAL NOTES, CONSTRUCTION DOCUMENTS AND SPECIFICATIONS.
1.1.2. ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES, ORDINANCES AND REGULATIONS.
1.2. SOURCE OF BASE INFORMATION PROVIDED IS ASSUMED TO BE CORRECT. IF SITE DISCREPANCIES ARE PRESENT, CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE IMMEDIATELY. IF CONTRACTOR CONTINUES WORK WITHOUT THE PROPER NOTIFICATION, CONTRACTOR DOES SO AT HIS OWN RISK.
1.3. THE CONTRACTOR SHALL FURNISH ALL MATERIALS, LABOR, SUPERVISION, AND EQUIPMENT REQUIRED FOR THE WORK AS SHOWN ON THE CONSTRUCTION DOCUMENTS DESCRIBED HEREIN.
1.4. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUB-CONTRACTORS AS REQUIRED TO COMPLETE THE WORK OF THIS PROJECT.
1.5. CONTRACTOR SHALL VERIFY LOCATIONS OF PERTINENT SITE IMPROVEMENTS INSTALLED UNDER OTHER CONTRACTS. IF ANY PART OF THIS PLAN CANNOT BE FOLLOWED DUE TO SITE CONDITIONS, CONTACT OWNER'S REPRESENTATIVE FOR INSTRUCTIONS PRIOR TO COMMENCING WORK.
1.6. CONTRACTOR TO NOTIFY "SUNSHINE STATE ONE CALL OF FLORIDA, INC." AT 1-800-432-4770 TWO FULL BUSINESS DAYS PRIOR TO DIGGING FOR UNDERGROUND UTILITY LOCATIONS.
1.7. CONTRACTOR IS RESPONSIBLE FOR DETERMINING ALL UTILITY LOCATIONS AND INSTALLING FACILITIES SO AS TO NOT CONFLICT. THE LOCATION OF EXISTING UTILITIES OR SITE FEATURES AS SHOWN ON THE PLANS MAY VARY IN RELATION TO ACTUAL EXISTING CONDITIONS. ANY DIFFERING SITE CONDITIONS FROM THAT WHICH IS REPRESENTED HEREON, WHETHER ABOVE, ON OR BELOW THE SURFACE OF THE GROUND, SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE LANDSCAPE ARCHITECT AND THE OWNER IN WRITING. NO CLAIM FOR EXPENSES INCURRED BY THE CONTRACTOR DUE TO DIFFERING SITE CONDITIONS WILL BE ALLOWED IF THE CONTRACTOR FAILS TO PROVIDE THE REQUIRED WRITTEN NOTIFICATION OF SUCH CONDITIONS FOR REVIEW BY THE LANDSCAPE ARCHITECT AND THE OWNER.
1.8. CONTRACTOR SHALL NOTIFY ALL APPROPRIATE UTILITY COMPANIES OF PROPOSED START OF WORK IN ACCORDANCE WITH THEIR STANDARD REQUIREMENTS, INCLUDING BUT NOT LIMITED TO, WATER, SANITARY SEWER, POWER, NATURAL GAS, TELEPHONE AND CABLE TV COMPANIES.
1.9. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO ENSURE PROPER SAFETY AND WORKMANSHIP WHEN WORKING IN THE VICINITY OF EXISTING UTILITY LINES.
1.10. PERFORM EXCAVATION IN THE VICINITY OF UNDERGROUND UTILITIES WITH CARE AND BY HAND, IF NECESSARY. THE CONTRACTOR BEARS FULL RESPONSIBILITY FOR THIS WORK AND DISRUPTION OF DAMAGE TO UTILITIES SHALL BE REPAIRED IMMEDIATELY AND AT NO EXPENSE TO THE OWNER.
1.11. THE SUCCESSFUL BIDDER SHALL FURNISH TO THE OWNER A UNIT PRICE BREAKDOWN FOR ALL MATERIALS. THE OWNER MAY, AT ITS DISCRETION, ADD OR DELETE FROM THE MATERIALS UTILIZING THE UNIT PRICE BREAKDOWN SUBMITTED.
1.12. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND ARE IN HAND AT THE JOB SITE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. CONTRACTOR SHALL ABIDE BY ALL PERMIT CONDITIONS.
2. PRE-CONSTRUCTION RESPONSIBILITY
2.1. UPON RECEIPT OF NOTICE OF AWARD, THE CONTRACTOR SHALL ARRANGE A PRE-CONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, ALL AFFECTED UTILITY OWNERS, THE OWNER, THE LANDSCAPE ARCHITECT, ANY OTHER PERTINENT PARTIES AND HIMSELF.
2.2. CONTRACTOR SHALL PROVIDE TEMPORARY SANITARY FACILITIES ONSITE. LOCATION TO BE DETERMINED BY THE OWNER. JANITORIAL SERVICES SHALL BE PROVIDED BY CONTRACTOR THROUGHOUT THE DURATION OF PROJECT.
2.3. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION, ELEVATION, AND MATERIAL OF ALL EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION.
2.4. IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS; THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT.
2.5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS FOR THE FIELD LOCATIONS AND FOR ANY TREES PROPOSED FOR RELOCATION. THIS SHALL BE DONE IN A TIMELY MANNER TO MINIMIZE IMPACT ON CONSTRUCTION SCHEDULE. ANY DELAY CAUSED BY THE CONTRACTOR BY THE RELOCATION OF TREES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.
2.6. CONTRACTOR SHALL VERIFY LIMITS OF CONSTRUCTION AS NOTED ON THE PLANS. ANY WORK PERFORMED OUTSIDE OF THE AGREED UPON LIMITS OF CONSTRUCTION SHALL BE DONE AT THE EXPENSE OF THE CONTRACTOR.
3. SITE DEMOLITION
3.1. ITEMS SHALL REMAIN UNLESS OTHERWISE NOTED ON THE PLAN(S). REMOVE DESIGNATED ITEMS SHOWN ON THE PLAN TO THE FULL DEPTH OF THEIR CONSTRUCTION UNLESS OTHERWISE NOTED.
3.2. ALL HARDSCAPE DESIGNATED FOR REMOVAL SHALL BE SAW CUT, LEAVING UNIFORM EDGES TO THE GREATEST EXTENT POSSIBLE. MATERIAL EDGES TO REMAIN SHALL BE SHORED UP AND PROTECTED DURING CONSTRUCTION TO PRESERVE EDGE INTACT. REPAIRS TO DAMAGED EDGES SHALL BE REPAIRED BY CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
3.3. NO EXISTING MATERIAL SHALL BE USED IN NEW CONSTRUCTION UNLESS NOTED ON THE PLANS OR APPROVED DURING THE SHOP DRAWING APPROVAL PROCESS.
3.4. SALVAGE EXISTING MATERIALS AS INDICATED ON THE PLANS. SALVAGED MATERIALS SHALL BE HANDLED WITH CARE AND STORED ON-SITE OR AS DIRECTED BY OWNER. CLEAN ALL DEBRIS AND CONSTRUCTION MATERIAL FROM SALVAGED ITEMS; REUSE AS DIRECTED BY OWNER'S REPRESENTATIVE.
3.5. REMOVE DEMOLISHED MATERIALS FROM SITE AND DISPOSE OF AS REQUIRED BY LOCAL, STATE OR FEDERAL LAWS.
3.6. CONTRACTOR SHALL PROTECT ADJACENT WATER BODIES, COASTAL DUNE SYSTEMS AND PROPERTIES FROM DAMAGE BY SEDIMENTATION OR OTHER POTENTIAL CONSTRUCTION RELATED CAUSES.
3.7. ALL IRRIGATION IN DEMOLITION AREA TO BE CAPPED AND ADJUSTED AS NECESSARY TO ENSURE OVERALL SYSTEM IS NOT AFFECTED.
4. TREE PRESERVATION
4.1. ALL TREES TO BE PRESERVED AS INDICATED ON THE TREE DISPOSITION PLAN SHALL BE PROTECTED BY A TREE PROTECTION BARRICADE, UNLESS OTHERWISE NOTED ON PLAN.
4.2. TREE PROTECTION BARRICADES SHALL BE PROVIDED BY LANDSCAPE CONTRACTOR AROUND THE DRIP LINE OF EXISTING TREES TO BE PRESERVED IN PLACE, AS SHOWN ON PLAN. PRESERVATION BARRICADES SHALL BE LEFT IN PLACE THROUGHOUT DURING ALL PHASES OF CONSTRUCTION.
4.3. PRIOR TO ANY CONSTRUCTION A TREE PROTECTION BARRICADE INSPECTION SHALL BE CONDUCTED BY THE LANDSCAPE ARCHITECT, OWNER OR GOVERNING MUNICIPALITY. REFER TO PLANS FOR TREE PRESERVATION BARRICADE FENCING DETAIL.
4.4. IF EXCAVATION IN THE VICINITY OF A PROTECTED TREE IS REQUIRED, CONTRACTOR SHALL ROOT PRUNE TREES, UNDER THE SUPERVISION OF A CERTIFIED ARBORIST IN ACCORDANCE TO THE FOLLOWING CONDITIONS:
4.4.1. ROOT PRUNE TREES A MINIMUM OF EIGHT (8) WEEKS PRIOR TO CONSTRUCTION. PRIOR TO ROOT PRUNING, THOROUGHLY WATER THE ROOT ZONE WITH AT LEAST 2 TO 3 INCHES OF WATER FOR 2 TO 3 DAYS PRIOR TO ROOT PRUNING. SEE BELOW FOR RELOCATION TIMELINE.
1. PROVIDE TEMPORARY IRRIGATION FOR EACH TREE THROUGHOUT THE DURATION OF CONSTRUCTION.
2. ROOT PRUNE TREES, SHOWN ON PLAN IN AREAS WHERE ROOTS WILL CONFLICT WITH CONSTRUCTION ACTIVITY. PRUNING OF ROOTS SHOULD BE DONE IN A MANNER TO PRESERVE THE GREATEST AMOUNT OF THE ROOT BASE AS POSSIBLE.
3. BACKFILL TRENCH WITH PLANTING SOIL.
4. FERTILIZE WITHIN THE ROOT ZONE (SEE BELOW).
4.4.2. ROOT PRUNING SHALL BE ACCOMPLISHED BY DIGGING A TRENCH AROUND THE TREE IN AREAS WHERE PROPOSED SITE WORK WILL BE PERFORMED. TRENCHING SHALL BE AT A MINIMUM OF 24" DEEP. ROOT PRUNE ONLY WITH A MECHANICAL ROOT-PRUNING SAW OR A TRENCHER WITH A MAXIMUM TRENCH WIDTH OF 8".
4.4.3. ALL EXPOSED ROOTS SHALL BE CUT OFF SMOOTHLY, WITH SHARP INSTRUMENTS. BACKFILL TRENCHES WITH SOIL CONSISTING OF 30% SILICA SAND AND 70% MUCK. WATER THOROUGHLY AFTER ROOT PRUNING, AND ONCE WEEKLY DURING THE ROOT REGENERATION PERIOD, WITH A SOLUBLE FERTILIZER THAT HAS A 20.20.20 ANALYSIS AT MANUFACTURER'S RECOMMENDED RATE.
4.5. THE CONTRACTOR SHALL FIELD STAKE THE LIMIT OF ROOT PRUNING. LIMITS OF ROOT PRUNING SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO ANY EXCAVATION. DO NOT ROOT PRUNE FOR IRRIGATION OR ELECTRICAL LINES WITHIN DRIP LINES OF EXISTING TREES. COORDINATE ALL TRENCHING REQUIRED FOR UTILITY WORK WITH THE LANDSCAPE PLANS.
4.6. ROOT PRUNING SHALL OCCUR IN ACCORDANCE WITH TREE RELOCATION NOTES AS NOTED ON PLANS.
5. PLANTING SOIL
5.1. ALL TREES SHALL BE PLANTED WITH A MINIMUM OF 12" TOPSOIL AROUND AND BENEATH THE ROOTBALL.
5.2. ALL TREES SHALL BE PLANTED WITH A MINIMUM OF 6" TOPSOIL AROUND AND BENEATH THE ROOTBALL.
5.3. MINIMUM TOPSOIL SHALL BE 2" FOR SODDED GRASS AREAS.
5.4. PLANTING SOIL MIX SHALL BE A WEED FREE MIX AS FOLLOWS:
5.4.1. DICOT TREES & SHRUBS: 50% SAND, 40% MUCK & 10% PEAT
5.4.2. MONOCOT PALMS: 70% SAND & 30% MUCK
5.4.3. TURF: 80% SAND, 10% PEAT & 10% MUCK
6. LANDSCAPE PLANTING
6.1. THIS PLAN HAS BEEN DESIGNED TO MEET OR EXCEED ALL APPLICABLE CODES.
6.2. THE PLANTING PLAN SHALL BE INSTALLED IN COMPLIANCE WITH ALL EXISTING CODES AND APPLICABLE DEED RESTRICTIONS.
6.3. PLANT MATERIAL: ALL PLANT MATERIAL SHALL BE FLORIDA #1 OR BETTER AS ESTABLISHED BY "GRADES AND STANDARDS FOR NURSERY PLANTS" OF THE STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE.
6.4. ALL PLANT MATERIAL SHALL BE TRUE TO THE BOTANICAL NAME, GENUS, SPECIES AND/OR HYBRID DESIGNATION.
6.5. ALL TREES, SHRUBS AND GROUNDCOVERS SHALL BE OF THE SIZES (HEIGHT & SPREAD) AS SPECIFIED IN THE PLANT LIST. CONTAINER SIZE IS FOR REFERENCE PURPOSES ONLY. ALL PLANT MATERIAL SHALL MEET OR EXCEED THE MINIMUM SIZES AT INSTALLATION, AS SPECIFIED IN THE PLANT LIST.
6.6. QUANTITIES LISTED ON THE PLANT LIST ARE FOR ESTIMATING PURPOSES. CONTRACTOR SHALL VERIFY ALL QUANTITIES. MULCH, TOPSOIL, FERTILIZER, ETC. SHALL BE INCLUDED IN THE UNIT COST OF THE PLANTS.
6.7. WHERE THERE IS A DISCREPANCY EITHER IN QUANTITIES, PLANT NAMES, SIZES OR SPECIFICATIONS BETWEEN THE PLAN OR PLANT LIST, THE PLAN TAKES PRECEDENCE.
6.8. ALL SUBSTITUTIONS AND CHANGES SHALL BE APPROVED IN WRITING PRIOR TO INSTALLATION. ANY DISCREPANCIES BETWEEN PLANS, SITE AND SPECIFICATIONS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE LANDSCAPE ARCHITECT, THE OWNER AND/OR GOVERNING MUNICIPALITY.
6.9. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING FINAL GRADING OF ALL ASSOCIATED PLANTING AREAS.
6.10. AFTER FINAL GRADE, LANDSCAPE AREAS ARE TO BE RAKED TO A DEPTH OF 6". ALL ROCK AND FOREIGN INORGANIC MATERIALS SHALL BE REMOVED AND DISPOSED OF PROPERLY OFF-SITE.
6.11. ALL PLANTING HOLES TO BE HAND DUG EXCEPT WHERE MACHINE DUG HOLES WILL NOT ADVERSELY AFFECT EXISTING TREES, DAMAGE UTILITIES OR OTHER IMPROVEMENTS.
6.12. ALL PLANTING BEDS IN OPEN AREAS AND AROUND BUILDING FOUNDATIONS SHALL BE EXCAVATED TO A DEPTH OF TWENTY-FOUR INCHES (24") AND BACK FILLED WITH SOIL MIX AS SPECIFIED IN SECTION 5.00. PLANTING BED SHALL BE FREE FROM ROCK, CONSTRUCTION DEBRIS OR OTHER EXTRANEOUS MATERIAL.
6.13. ALL PLANTING BEDS IN MEDIANS, HARDSCAPE AREAS OR AREAS ENCOMPASSED BY IMPERVIOUS MATERIAL SHALL BE EXCAVATED TO A DEPTH OF THIRTY-SIX INCHES (36") OR UNTIL NATIVE SOILS ENCOUNTERED TO ENSURE DRAINAGE. BACK FILL WITH SOIL MIX AS SPECIFIED IN SECTION 5.00. PLANTING BED SHALL BE FREE FROM ROCK, CONSTRUCTION DEBRIS OR OTHER EXTRANEOUS MATERIAL.
6.14. EXCAVATE PLANTING PITS TO A DEPTH SO THAT THE TRUNK FLARE AND FIRST ORDER LATERAL ROOT(S) WILL BE PLANTED AT FINISH GRADE OR SLIGHTLY HIGHER. ADVENTITIOUS ROOTS ARE NOT CONSIDERED FIRST ORDER ROOTS.
6.15. BURLAP, SYNTHETIC STRING, CORDS AND/OR LIFTING ROPES SHALL BE REMOVED FROM THE ROOTBALLS BEFORE ANY TREES ARE PLANTED. THE TOP 1/3RD OF BURLAP MUST BE REMOVED FROM HE TOP OF THE ROOTBALLS. THE TOP 1/3RD OF WIRE BASKETS SHALL BE COMPLETELY REMOVED AND THE BOTTOM 2/3RDS SHALL BE CUT BEFORE THE TREES ARE INSTALLED.
6.16. NO PLUNGING OF ANY TREE OR PALM WILL BE ACCEPTED.
6.17. NO PLANT MATERIAL WILL BE ACCEPTED SHOWING EVIDENCE OF CABLE, CHAIN MARKS, EQUIPMENT SCARS, OR OTHERWISE DAMAGED.
6.18. PLANT MATERIAL WILL NOT BE ACCEPTED WHEN THE BALL OF EARTH SURROUNDING ITS ROOTS HAS BEEN CRACKED, BROKEN OR OTHERWISE DAMAGED.
6.19. ALL TREES SPECIFIED AS FIELD GROWN OR B&B TREES SHALL BE ROOT-PRUNED AT THE NURSERY A MINIMUM OF (8) WEEKS PRIOR TO PLANTING.
6.20. ALL PLANT MATERIAL PLANTED WITHIN THE SIGHT DISTANCE TRIANGLE AREAS SHALL BE MAINTAINED TO PROVIDE UNOBSTRUCTED CROSS-VISIBILITY AT A HORIZONTAL LEVEL BETWEEN 30 INCHES AND 8 FEET ABOVE ADJACENT STREET GRADE.
6.21. NO CANOPY TREES SHALL BE PLANTED WITHIN 12 FEET OF A LIGHT POLE. NO PALM SPECIES SHALL BE PLANTED WITHIN 6 FEET OF A LIGHT POLE.
6.22. GROUND COVER PLANTINGS SHALL PROVIDE NOT LESS THAN 50 PERCENT COVERAGE IMMEDIATELY UPON PLANTING AND 100 PERCENT COVERAGE WITHIN 6 MONTHS AFTER PLANTING.
6.23. TREES AND PALMS SHALL BE MAINTAINED TO ALLOW FOR CLEAR PASSAGE 8' IN ALL PEDESTRIAN AREAS.
6.24. ALL LANDSCAPE MATERIAL SHALL BE SETBACK A MINIMUM OF 10' FROM ANY FIRE HYDRANT.
6.25. CONTRACTOR SHALL REMOVE ALL NURSERY STAKES, CONDUIT, FLAGGING AND NURSERY TAPE PRIOR TO STAKING.
6.26. CONTRACTOR SHALL STAKE & GUY ALL TREES AND PALMS AT TIME OF PLANTING AS PER THE APPROPRIATE DETAIL. CONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE AND/OR REPAIR OF ALL STAKING AND GUYING DURING WARRANTY PERIOD AND REMOVAL & DISPOSAL OF STAKING AFTER ESTABLISHMENT/WARRANTY PERIOD.
6.27. TREES THAT CANNOT STAND WITHOUT THE SUPPORT OF STAKES AND/OR GUYS SHALL BE REJECTED.
7. TURF GRASSES
7.1. ALL AREAS NOT USED FOR BUILDINGS, VEHICULAR USE AREAS, WALKS OR PLANTING BEDS SHALL BE GRASSED. GRASSING SHALL EXTEND TO ANY ABUTTING STREET PAVEMENT EDGE AND TO THE MEAN WATERLINE OF ANY ABUTTING CANAL, LAKE OR WATERWAY. REFER TO PLANTING SCHEDULE FOR ESTIMATED QUANTITY AND SPECIES.
8. MULCH & FERTILIZER
8.1. ALL PLANTING BEDS AND WATER BASINS FOR TREES SHALL BE COVERED WITH A 3" MINIMUM DEPTH OF SHREDDED FLORI-MULCH, MELALEUCA OR EUCALYPTUS MULCH GRADE 'B' OR BETTER, UNLESS OTHERWISE SPECIFIED.
8.2. INDIVIDUAL TREES PLANTED IN LAWN AREAS SHALL BE MULCHED WITH A MINIMUM 3' DIAMETER MULCH RING.
8.3. MULCH SHALL NOT BE INSTALLED WITHIN 3" OF TREE TUNKS.
8.4. FERTILIZER MIX AS FOLLOWS:
8.4.1. DICOT TREES & SHRUBS: NPK 18-4-2, SLOW RELEASE W/ MICRONUTRIENTS
8.4.2. MONOCOT PALMS: NPK 8-2-12, SLOW RELEASE W/ MICRONUTRIENTS
8.4.3. TURF: NPK 16-4-8, SLOW RELEASE W/ MICRONUTRIENTS
9. WATERING
9.1. ALL LANDSCAPED AREAS WILL BE IRRIGATED BY AN UNDERGROUND, AUTOMATIC, RUST-FREE IRRIGATION SYSTEM PROVIDING 100% COVERAGE AND 50% SPRAY OVERLAP. THE SYSTEM SHALL BE MAINTAINED IN GOOD WORKING ORDER AND DESIGNED TO MINIMIZE WATER ON IMPERVIOUS SERVICES AND NOT OVERSPRAY WALKWAYS. A RAIN SENSOR DEVICE SHALL BE INSTALLED TO OVERRIDE THE IRRIGATION CYCLE OF THE SYSTEM WHEN ADEQUATE RAINFALL HAS OCCURRED.
9.2. ALL PLANT MATERIAL SHALL BE WATERED IN AT TIME OF PLANTING IN ACCORDANCE WITH STANDARD NURSERY PRACTICES. IN ADDITION, CONTRACTOR WILL CONTINUE THE WATERING OF PLANT MATERIAL UNTIL SUBSTANTIAL COMPLETION AND THE LANDSCAPE IS TURNED OVER TO THE OWNER.
10. PROJECT CLOSEOUT
10.1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER. UPON FINAL CLEAN UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE SWEPT BROOM CLEAN.
10.2. THE CONTRACTOR SHALL RESTORE, REPLACE OR AS DIRECTED BY THE LANDSCAPE ARCHITECT, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY THE WORK OF THE CONTRACTOR, HIS EQUIPMENT, EMPLOYEES OR THOSE OF HIS SUB-CONTRACTORS. THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT OF THE EXISTING ADJACENT AREAS. THE RESTORATION WORK SHALL BE AT THE CONTRACTOR'S EXPENSE. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR SUCH RESTORATION.
10.3. WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO OR BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING PROGRESS OF THE WORK. THESE AREAS SHALL BE KEPT IN A CLEAN AND NEAT CONDITION.
10.4. THE CONTRACTOR SHALL MAINTAIN ACCURATE AND COMPLETE RECORDS OF WORK ITEMS COMPLETED.
10.5. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT TO THE LANDSCAPE ARCHITECT OF RECORD COMPLETE SETS OF "AS-BUILT" CONSTRUCTION DRAWINGS. THESE DRAWINGS SHALL BE MARKED TO SHOW "AS-BUILT" CONSTRUCTION CHANGES AND DIMENSIONED LOCATIONS AND ELEVATIONS OF ALL IMPROVEMENTS INCLUDING PRODUCT/EQUIPMENT AS SPECIFIED OR REVISED DURING THE SHOP DRAWING SUBMITTAL PROCESS. AS-BUILT DRAWINGS SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED LAND SURVEYOR.
11. GUARANTEE
11.1. ALL NEW PLANT MATERIAL SHALL BE GUARANTEED FOR 1 YEAR FROM TIME OF FINAL ACCEPTANCE OF PROJECT. ANY PLANT MATERIAL NOT IN A HEALTHY GROWING CONDITION WILL BE REPLACED IN KIND BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER WITHIN 10 DAYS OF NOTIFICATION.
11.2. FOR ALL REPLACEMENT PLANT MATERIAL, THE WARRANTY PERIOD SHALL BE EXTENDED AN ADDITIONAL 90 DAYS BEYOND THE ORIGINAL WARRANTY PERIOD. REPLACEMENT MATERIAL SHALL BE REPLACED IN KIND AS IT RELATES TO SPECIES, QUANTITY AND SIZE.
11.3. ALL TREES THAT LEAN OR ARE BLOWN OVER, CAUSED BY WINDS LESS THAN 74 MPH AS DETERMINED BY THE NATIONAL HURRICANE CENTER, WILL BE RE-SET AND BRACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.



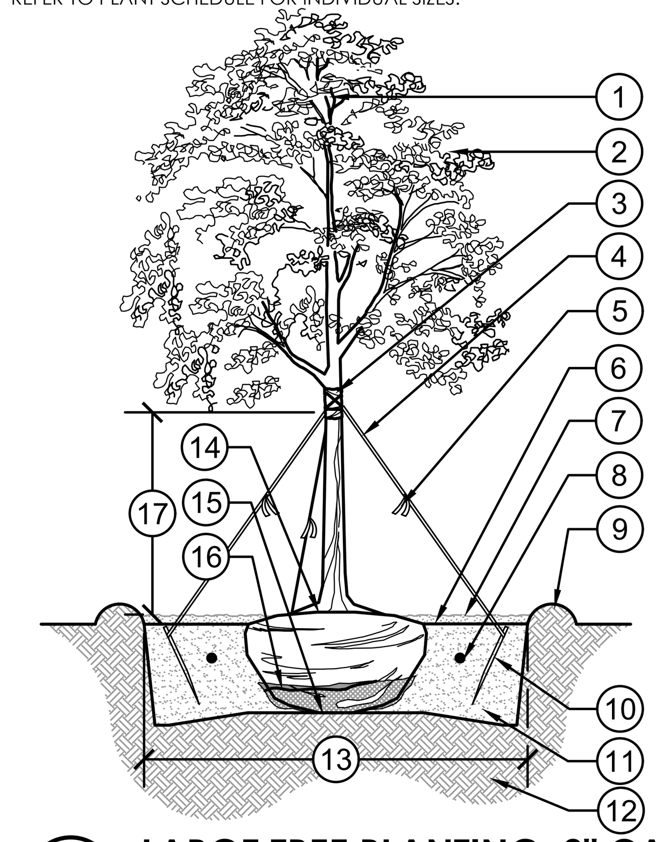

1. SOD (AS SPECIFIED)
2. PLANTING MIX: (AS SPECIFIED)
3. SIDEWALK OR CURB
4. SUB-BASE
5. NATIVE SOIL

## 1 SOD PLANTING

1 1/2" = 1'-0"
P-MD-63

CALIPER MEASUREMENTS NOTES:
1. CALIPER MEASUREMENT IS 6" FROM TOP OF ROOT BALL FOR TREES WITH 6" CALIPER OR LESS.
2. CALIPER MEASUREMENT IS12" FROM TOP OF ROOT BALL FOR TREES WITH 6" CALIPER GREATER.

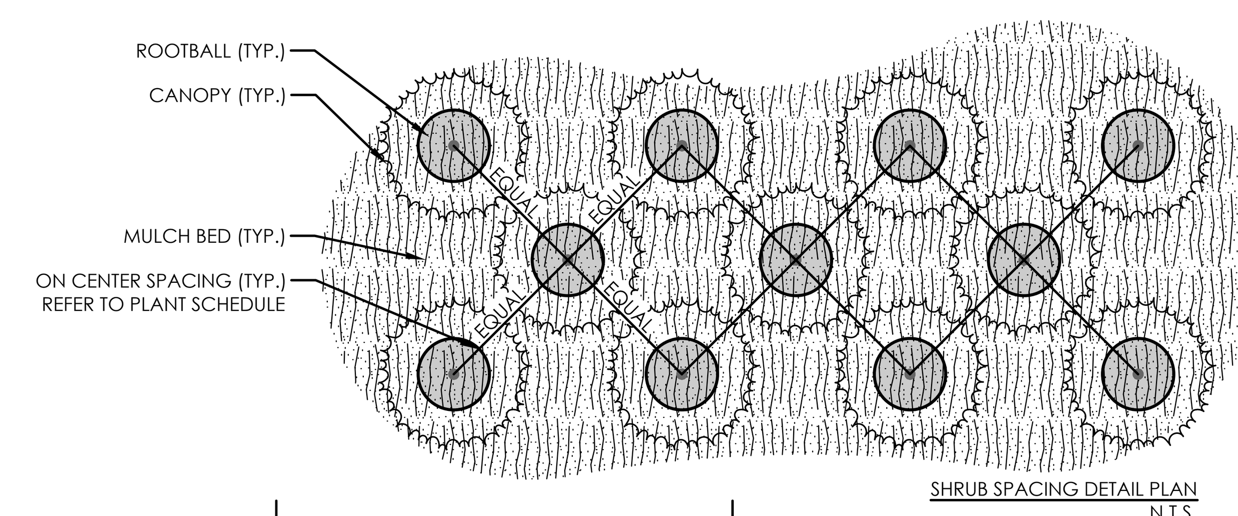
REFER TO PLANT SCHEDULE FOR INDIVIDUAL SIZES.



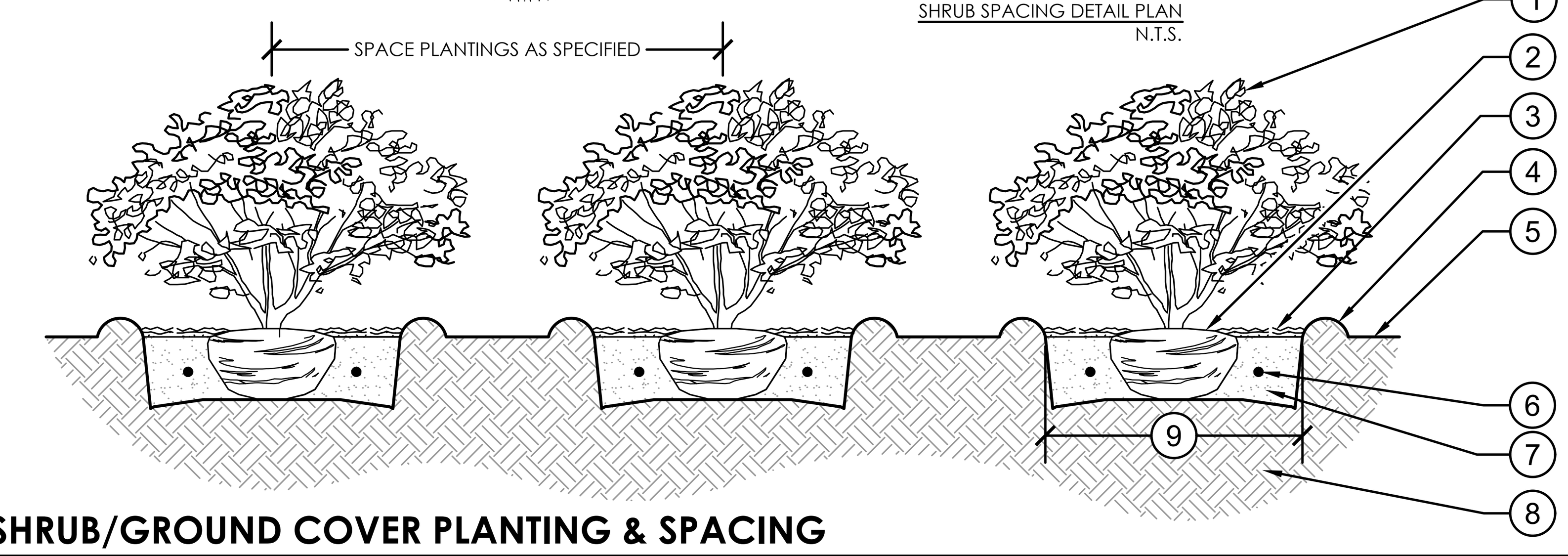

1. DO NOT PRUNE CENTRAL LEADER
2. PRUNE DAMAGED OR DEAD WOOD IMMEDIATELY PRIOR TO PLANTING USING ACCEPTABLE NURSERY PRACTICES OR AS DIRECTED BY THE LANDSCAPE ARCHITECT
3. PROTECT TRUNK WITH 3 LAYERS OF BURLAP MINIMUM
4. 1" WIDE MIN. NYLON STRAPPING AT EQUAL SPACING (3 PER TREE) GUY WIRES SHALL NOT TO BE USED
5. FLUORESCENT MARKING FLAG
6. FINISH GRADE
7. 3" LAYER OF SPECIFIED MULCH: DO NOT INSTALL WITHIN 3" OF TREE TRUNK
8. FERTILIZER TABLET IF APPLICABLE. REFER TO SPECIFICATIONS
9. CONSTRUCT TEMPORARY 3" WATERING BASIN
10. 2"X4"X8" STAKE: SET 2" BELOW FINISH GRADE
11. SPECIFIED SOIL MIX
12. EXISTING SOIL
13. 2X DIAMETER OF THE ROOTBALL
14. SET CROWN OF ROOT BALL SLIGHTLY ABOVE SURROUNDING FINISH GRADE. REMOVE TOP 2/3 OF BURLAP FROM ROOTBALL. TRUNK TAPER SHALL BE VISIBLE AT TIME OF INSTALLATION
15. SET ROOTBALL ON UNDISTURBED SOIL
16. REMOVE TOP 2/3 OF BURLAP/WIRE BASKET FROM ROOTBALL
17. CLEAR TRUNK: REFER TO PLANT SCHEDULE

## 2 LARGE TREE PLANTING: 2" CALIPER AND GREATER

1/4" = 1'-0"
P-MD-64




SHRUB SPACING DETAIL PLAN
N.T.S.




1. PLANT MATERIAL SHALL NOT BE PRUNED PRIOR TO INSTALLATION: AFTER PLANTS HAVE BEEN INSTALLED, EACH PLANT SHALL BE PRUNED FOR UNIFORMITY
2. SET CROWN OF ROOT SLIGHTLY ABOVE SURROUNDING FINISH GRADE: TRUNK TAPER SHALL BE VISIBLE AT TIME OF INSTALLATION
3. 3" LAYER OF SPECIFIED MULCH: DO NOT INSTALL WITHIN 3" OF TREE TRUNK
4. CONSTRUCT TEMPORARY 3" WATERING BASIN
5. FINISH GRADE
6. FERTILIZER TABLET IF APPLICABLE.
7. BACKFILL WITH SPECIFIED SOIL MIX
8. EXISTING SOIL
9. 2X DIAMETER OF THE ROOTBALL

## 3 SHRUB/GROUND COVER PLANTING & SPACING

1" = 1'-0"
329301-08

UB 24–2 SPECIFICATIONS 24" DEEPROOT TREE ROOT BARRIERS

SPECIFIED TREE ROOT BARRIERS ARE A MECHANICAL BARRIER AND ROOT DEFLECTOR TO PREVENT TREE ROOTS FROM DAMAGING HARD– SCAPES AND LANDSCAPES. ASSEMBLED IN 2' LONG MODULES TO CREATE VARYING SIZES OF CYLINDERS FOR SURROUNDING ROOT BALLS (SURROUND PLANTING STYLE) OR FOR LINEAR APPLICATIONS DIRECTLY BESIDE A HARDSCAPE ADJACENT TO ONE SIDE OF THE TREES (LINEAR PLANTING STYLE).

A. MATERIALS
1. THE CONTRACTOR SHALL FURNISH AND INSTALL TREE ROOT BARRIERS AS SPECIFIED. THE TREE ROOT BARRIERS SHALL BE PRODUCT # UB 24–2 AS MANUFACTURED BY DEEP ROOT PARTNERS, L.P. 81 LANGTON ST. #4 SAN FRANCISCO, LA (800–458–7668), OR APPROVED EQUAL. THE BARRIER SHALL BE BLACK, INJECTION MOLDED PANELS, OF 0.085" (2.16MM) WALL THICKNESS IN MODULES 24" (61CM) LONG BY 24" (61 CM) DEEP; MANUFACTURED WITH A MINIMUM 50% POST CONSUMER RECYCLED POLYPROPYLENE PLASTIC WITH ADDED ULTRAVIOLET INHIBITORS; RECYCLABLE. EACH PANEL SHALL HAVE:

NOT LESS THAN 4 MOLDED INTEGRAL VERTICAL ROOT DEFLECTING RIBS OF AT LEAST 0.085" (2.16MM) THICKNESS PROTRUDING 1/2" (12.7MM) AT 90° FROM INTERIOR OF THE BARRIER PANEL, SPACED 6" (15.24CM) APART. (SEE PANEL DRAWING BELOW)

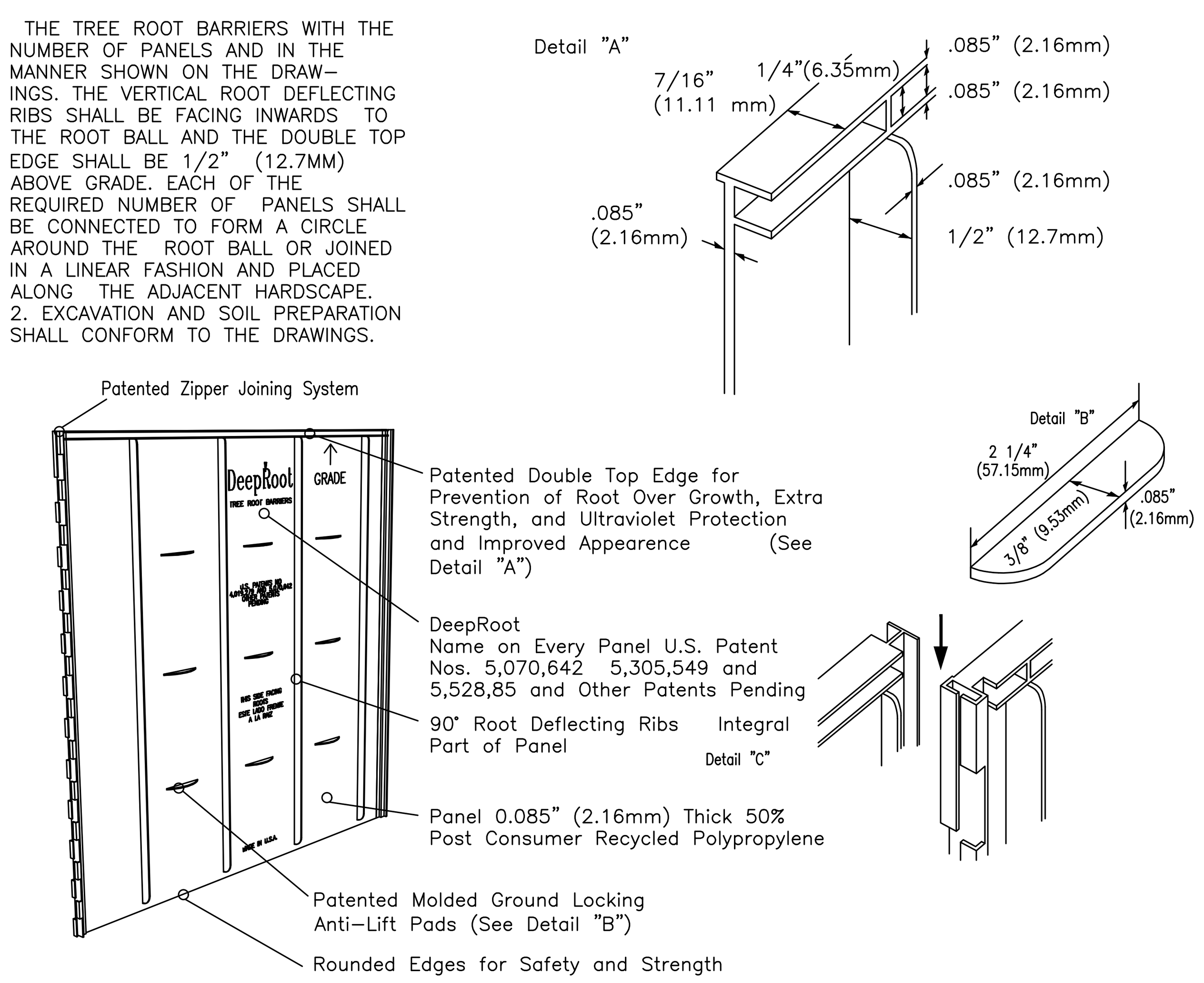
A DOUBLE TOP EDGE CONSISTING OF TWO PARALLEL, INTEGRAL, HORIZONTAL RIBS AT THE TOP OF THE PANEL OF A MINIMUM 0.085" (2.16MM) THICKNESS, 3/8" (9.53MM) WIDE AND 1/4" (6.35MM) APART WITH THE LOWER RIB ATTACHED TO THE VERTICAL ROOT DEFLECTING RIBS. (SEE DETAIL "A")

A MINIMUM OF 9 ANTI–LIFT GROUND LOCK TABS CONSISTING OF INTEGRAL HORIZONTAL RIDGES OF A MINIMUM 0.085" (2.16MM) THICKNESS IN THE SHAPE OF A SEGMENT OF A CIRCLE, THE 2" (50.8MM) CHORD OF THE SEGMENT JOINING THE PANEL WALL AND THE SEGMENT, PROTRUDING 3/8" (9.53MM) FROM THE PANEL. THE NINE GROUND LOCKS ON EACH PANEL SHALL BE ABOUT EQUALLY SPACED BETWEEN EACH OF THE VERTICAL ROOT DEFLECTING RIBS (3 BETWEEN EACH SET OF RIBS, SEE DETAIL "B").

AN INTEGRATED ZIPPER JOINING SYSTEM PROVIDING FOR INSTANT ASSEMBLY BY SLIDING ONE PANEL INTO ANOTHER. (SEE DETAIL "C")

2.THE BASIC PROPERTIES OF THE MATERIAL SHALL BE:

B. CONSTRUCTION AND INSTALLATION
1. THE CONTRACTOR SHALL INSTALL THE TREE ROOT BARRIERS WITH THE NUMBER OF PANELS AND IN THE MANNER SHOWN ON THE DRAW– INGS. THE VERTICAL ROOT DEFLECTING RIBS SHALL BE FACING INWARDS TO THE ROOT BALL AND THE DOUBLE TOP EDGE SHALL BE 1/2" (12.7MM) ABOVE GRADE. EACH OF THE REQUIRED NUMBER OF PANELS SHALL BE CONNECTED TO FORM A CIRCLE AROUND THE ROOT BALL OR JOINED IN A LINEAR FASHION AND PLACED ALONG THE ADJACENT HARDSCAPE.
2. EXCAVATION AND SOIL PREPARATION SHALL CONFORM TO THE DRAWINGS.




## 4 DEEPROOT 24" ROOT BARRIER

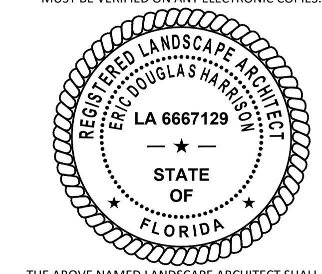
3" = 1'-0"
329413.16-15

**Sunshine 811**
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
*Check positive response codes before you dig!*

PERMIT SET

**cma**
chen moore and associates
3150 SW 38th Avenue
Suite 950
Miami, FL, 33146
786.497.1500
www.chenmoore.com

REGISTRATION
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY: Eric D Harrison ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.




THE ABOVE NAMED LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE THIS SHEET IN ACCORDANCE WITH RULE 61G10-11.011, F.A.C.

SIGNATURE DATE: 4/23/2026

CLIENT
BAY HARBOR ISLANDS

PROJECT INFORMATION
**9600 W. BAY HARBOR DR. KAYAK PARK**
BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER
25-0326.00012

CLIENT PROJECT NUMBER

VERIFY SCALES
0 — 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/28/2025 | TOWN COMMENTS |
| 2 | 4/23/2026 | AS-04 DESIGN REVISIONS |

DATE OF ISSUE
OCTOBER 2025

DESIGNED BY
PS

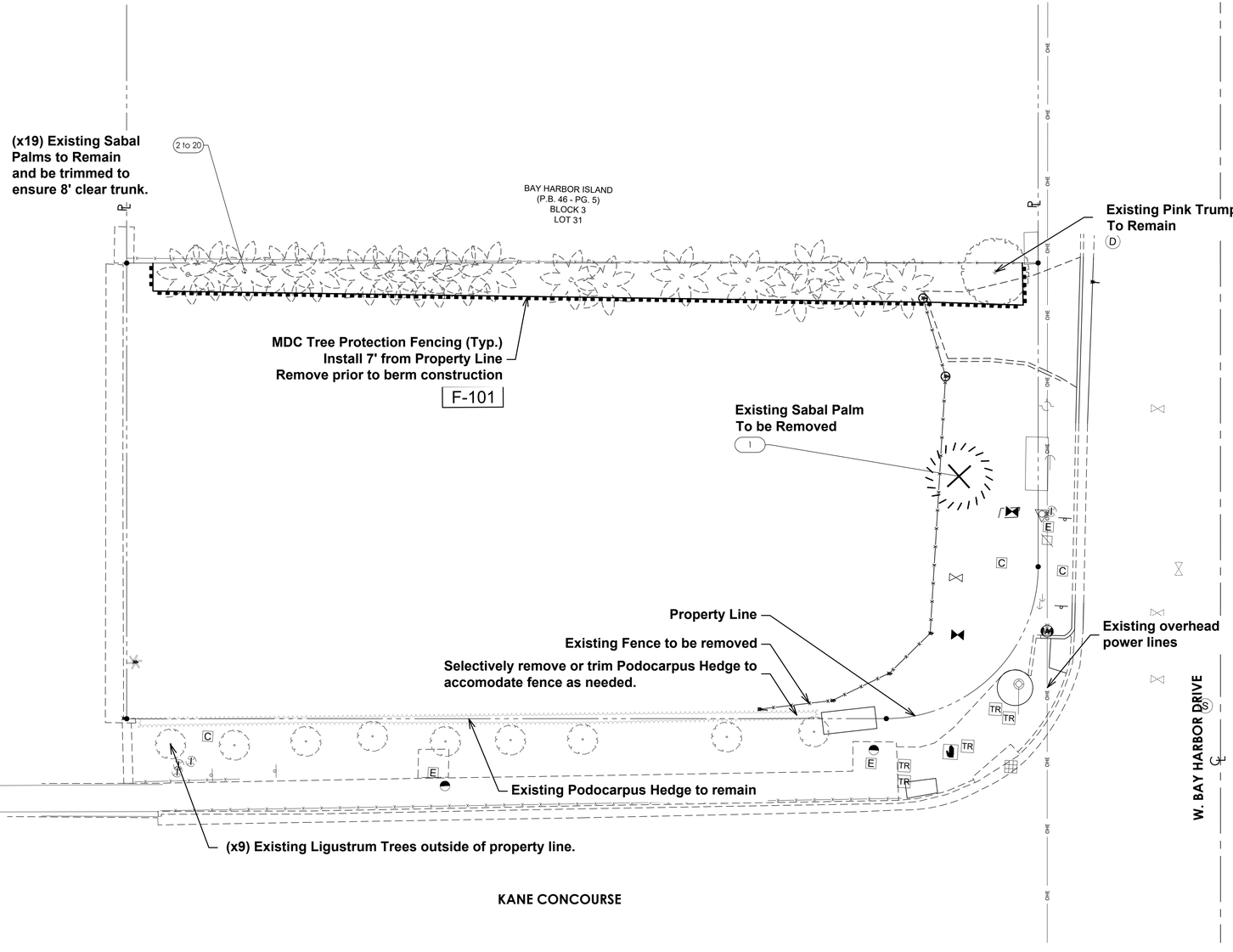
DRAWN BY
PS

CHECKED BY
EDH

DRAWING TITLE
**LANDSCAPE DETAILS**

DRAWING NUMBER
**L1.02**


Plot Date: 4/23/2026 4:33:34 PM Username: aquijada Layout Name: L1.02 Filename: 25-0326.00012 Landscape Details.dwg
Folder Path: V:\Projects\2025\25-0326.00012 - 96th Street Kayak Park Renovation Design\Design\CAD\Sheets




GRAPHIC SCALE

0 5 10 20

1 INCH = 10 FEET

## TREE CANOPY PRUNING NOTES

1. THE SCOPE OF THE WORK FOR MAY REQUIRE THE TRIMMING OF EXISTING TREE CANOPY TO ACCOMMODATE THE PROPOSED SITE IMPROVEMENTS. IF CANOPY TRIMMING IS REQUIRED THE CONTRACTOR SHALL TRIM EXISTING TREES IN ACCORDANCE WITH THE FOLLOWING:
2. CANOPY TRIMMING SHALL BE PERFORMED IMPLEMENTING ANSI-A300 (AMERICAN NATIONAL STANDARDS INSTITUTE) PRUNING STANDARDS BY OR UNDER THE SUPERVISION OF AN ISA CERTIFIED ARBORIST. TRIMMING INCLUDES BOTH HARDWOOD (DICOTYLEDON) AND PALM (MONOCOTYLEDON) SPECIES.
3. THE CONTRACTOR WILL ENSURE THAT ANY POTENTIAL CANOPY REDUCTION WILL BE KEPT TO A MINIMUM BY REMOVING ONLY WHAT IS NECESSARY TO ACHIEVE THE REQUIRED CLEARANCES FOR THE INSTALLATION OF THE PROPOSED SITE IMPROVEMENTS. WHEN THE PRUNING OF A BRANCH WILL RESULT IN THE REMOVAL OF ONE-HALF (1/2) OF THE FOLIAGE ON THAT BRANCH, IT SHOULD BE REMOVED TO THE PARENT STEM. IF CANOPY REDUCTION WILL RESULT IN A FOLIAGE LOSS GREATER THAN OR EQUAL TO ONE-QUARTER (1/4) OF ANY SINGLE TREE CANOPY, THE CONTRACTOR WILL BE REQUIRED TO CONTACT THE PROJECT CEI AND CITY PROJECT REPRESENTATIVE PRIOR TO TRIMMING. TREES THAT ARE PRUNED IN A MANOR INCONSISTENT WITH THE ANSI - A300 PRUNING STANDARDS (INCLUDING BUT NOT LIMITED TO: IMPROPER PRUNING CUTS, EXCESSIVE CANOPY REDUCTION, HEADER CUTS, LION TAILING, HAT RACKING OR TOPPING ) WILL REQUIRE THE REMOVAL AND MITIGATION OF THE SUBJECT TREE AT THE CONTRACTOR'S EXPENSE AND MAYBE SUBJECT TO ADDITIONAL FINES AS DETERMINED BY THE GOVERNING ENTITY.
4. (x2) PINK TRUMPET TREES TO BE MAINTAINED BY TOWN OF BAY HARBOR ISLANDS, BRANCHES TO BE KEPT TRIMMED AT LEAST 2' FROM OVERHEAD POWER LINES.

## ROOT PRUNING NOTES

ROOT PRUNING IS THE CUTTING OF ROOTS TO ACCOMMODATE THE PROPOSED INFRASTRUCTURE AND SITE IMPROVEMENTS. IN INSTANCES WHERE ROOT PRUNING IS REQUIRED, THE WORK SHALL BE CONDUCTED BY AN ISA CERTIFIED ARBORIST. PRIOR TO ROOT PRUNING THE TREES SHALL BE EVALUATED BY AN ISA CERTIFIED ARBORIST TO DETERMINE WHETHER THE ROOT CUTTING WILL DESTABILIZE THE TREE OR CAUSE UNACCEPTABLE DAMAGE TO THE TREE.

1. ROOTS MAY NOT BE TORN OFF WITH POWER EQUIPMENT, AND CUT ROOTS SHALL NOT BE LEFT WITH RIPPED, RAGGED OR SHREDDED ENDS. ROOTS MUST BE CLEANLY SEVERED WITH SHARP HAND TOOLS OR POWER ROOT SAWS.
2. PRUNING TRENCHES SHALL BE BACKFILLED WITH NATIVE SOILS, FREE OF DEBRIS.
3. WHEN A ROOT WITH A DIAMETER OF TWO INCHES OR GREATER IS ENCOUNTERED, A FINAL CLEAN CUT SHALL BE MADE WITH A SAW. THE CUT SHALL BE MADE FLUSH WITH THE SIDE OF THE TRENCH CLOSEST TO THE TREE.
4. WHEN ADJACENT TO NEW CURBING, UNCURBED PAVED AREAS, OR AREAS OF GRADE CHANGES, ROOTS SHALL BE CUT NO MORE THAN 18 INCHES TOWARDS THE TREE FROM THE BACK OF THE CURB, THE EDGE OF THE PAVEMENT, OR THE POINT OF INTERSECTION OF OLD AND NEW GRADES, RESPECTIVELY. AFTER ROOT PRUNING, NO EXCAVATION FOR THE INSTALLATION OF FORMS OR FOR ANY OTHER REASON MAY BE PERFORMED ANY CLOSER THAN SIX INCHES OUTSIDE OF THE ROOT PRUNING CUT. THE ROOT PRUNING TRENCH SHALL BE BACKFILLED WITH NATIVE SOIL.
5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY TREES IN NEED OF SUPPLEMENTAL SUPPORT FOLLOWING ROOT PRUNING. PRIOR TO COMMENCEMENT OF ROOT PRUNING, THE CONTRACTOR SHALL FURNISH A SUPPLEMENTAL SUPPORT PLAN WHICH IDENTIFIES EACH TREE IN NEED OF TEMPORARY SUPPLEMENTAL SUPPORT AND PROPOSE A STAKING/GUYING SYSTEM. THE CONTRACTOR SHALL INSTALL THE APPROVED SUPPORT SYSTEMS IMMEDIATELY FOLLOWING ROOT PRUNG.

## TREE DISPOSITION NOTES

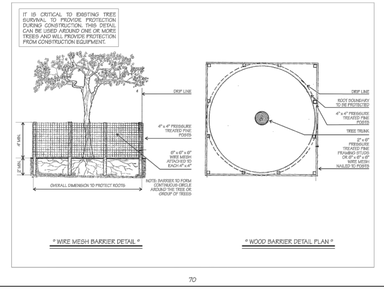
1. ROOT PRUNING AND WATERING PRIOR TO CONSTRUCTION:
   - 1.1. TREE ROOT PRUNING AND TRIMMING, SHALL BE PERFORMED UNDER THE SUPERVISION OF A CERTIFIED & LICENSED ARBORIST.
   - 1.2. ROOT PRUNE TREES A MINIMUM OF EIGHT (8) WEEKS PRIOR TO CONSTRUCTION. PRIOR TO ROOT PRUNING, THOROUGHLY WATER THE ROOT ZONE WITH AT LEAST 2 TO 3 INCHES OF WATER FOR 2 TO 3 DAYS PRIOR TO ROOT PRUNING. SEE BELOW FOR RELOCATION TIMELINE.
     - 1.2.1. PROVIDE TEMPORARY IRRIGATION FOR EACH TREE THROUGHOUT THE DURATION OF CONSTRUCTION. SEE SHEET L-602 FOR SUGGESTED WATERING SCHEDULE.
     - 1.2.2. ROOT PRUNE TREES, SHOWN ON PLAN IN AREAS WHERE ROOTS WILL CONFLICT WITH CONSTRUCTION ACTIVITY. PRUNING OF ROOTS SHOULD BE DONE IN A MANNER TO PRESERVE THE GREATEST AMOUNT OF THE ROOT BASE AS POSSIBLE.
     - 1.2.3. FERTILIZE WITHIN THE ROOT ZONE (SEE NOTE 1.4).
   - 1.3. ROOT PRUNING SHALL BE ACCOMPLISHED BY DIGGING A TRENCH AROUND THE TREE IN AREAS WHERE PROPOSED SITE WORK WILL BE PERFORMED. TRENCHING SHALL BE AT A MINIMUM OF 24" DEEP. ROOT PRUNE ONLY WITH A MECHANICAL ROOT-PRUNING SAW OR A TRENCHER WITH A MAXIMUM TRENCH WIDTH OF 8".
   - 1.4. ALL EXPOSED ROOTS SHALL BE CUT OFF SMOOTHLY, WITH SHARP INSTRUMENTS. BACKFILL TRENCHES WITH SOIL CONSISTING OF 30% SILICA SAND AND 70% MUCK. WATER THOROUGHLY AFTER ROOT PRUNING, AND ONCE WEEKLY DURING THE ROOT REGENERATION PERIOD, WITH A SOLUBLE FERTILIZER THAT HAS A 20.20.20 ANALYSIS AT MANUFACTURER'S RECOMMENDED RATE.
2. BRACING AND GUYING OF TREES AFTER ROOT PRUNING
   - 2.1. BRACING AND GUYING SHALL BE PROVIDED TO ASSURE THE TREES' STABILITY DURING THE ROOT REGENERATION PERIOD; AS PER THE APPLICABLE DETAIL(S).
3. ROOT ZONE PROTECTION
   - 3.1. DURING THE ENTIRE CONSTRUCTION PERIOD ALL REASONABLE EFFORTS SHALL BE MADE TO PROTECT THE ROOT ZONE FROM DAMAGE. TREE PROTECTION BARRICADING SHALL BE ERECTED AROUND THE TREES. ALL PLANT MATERIAL DESIGNATED TO BE SAVED, OR OUTSIDE OF THE LIMITS OF CONSTRUCTION, SHALL BE PROTECTED DURING CONSTRUCTION WORK. WORK UNDER THESE ITEMS WILL INCLUDE CONSTRUCTION AND MAINTENANCE OF TEMPORARY BARRICADE FENCING TO PROTECT THE ROOT ZONES OF EXISTING TREES AND OTHER PLANTINGS.
   - 3.2. A PROTECTION BARRIER OR TEMPORARY FENCE OF AT LEAST 4 FEET IN HEIGHT SHALL BE INSTALLED AROUND EACH TREE TO BE PROTECTED AND PRESERVED. THE TREE PROTECTION SHALL BE INSTALLED PRIOR TO THE ACTUAL CONSTRUCTION START AND MAINTAINED FOR THE DURATION OF THE PROJECT.
   - 3.3. TREE BARRICADE FENCING SHALL BE: AS PER THE APPLICABLE DETAIL(S).

## REFERENCE NOTES SCHEDULE

| SYMBOL | DESCRIPTION | QTY |
|---|---|---|
| F-101 | TREE PRESERVATION FENCING | 155 lf |

## MDC TREE PROTECTION FENCE

TREE PROTECTION AND SUPPORT




## TREE DISPOSITION SCHEDULE

| Tree No. | Common Name | Scientific Name | DBH (in) | Disposition | Palms (CTH) | Height (ft) | Canopy Spread (ft) | Canopy Area | Estimated Non-Specimen DBH Mitigation | Estimated Specimen DBH Mitigation | Specimen Status | Condition Rating* | Critical Root Zone (ft) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Cabbage Palm | *Sabal palmetto* | 12" | Remove | 6 | | 12 | 113 | | | Non-Specimen | Good (61% to 80%) | 4 |
| 2 to 20 | Cabbage Palm Cluster | *Sabal palmetto* | 12" O.A. | Remain | varies | varies | 10' O.A. | 1600 | 0 | 0 | Non-Specimen | Good (61% to 80%) | 4 |

Notes

*Condition value is based on the Council of Tree and Landscape Arrpraisers *Guide for Plant Appraisal* , 10th Edition.

| | |
|---|---|
| **Total Canopy** | 1644 |
| **Canopy Removed:** | 144 |
| **Specimen Canopy Removed:** | 0 |

## TREE MITIGATION REQUIREMENTS

| TREES AND PALMS | |
|---|---|
| Specimen Trees Removed (qty) | 0 |
| Specimen Trees DBH Removed (in) | 0" |
| Specimen Trees Relocated (qty) | 0 |
| Non Specimen Trees Removed (qty) | 1 |
| Non Specimen Trees Canopy Removed (SF) | 144 |
| Non Specimen Relocated (qty) | 0 |
| Total Canopy for Mitigation | 144 |

## LEGEND

| SYMBOL | DESCRIPTION | SYMBOL | DESCRIPTION |
|---|---|---|---|
| | EXISTING TREE TO REMAIN | — - x - - x - - x — | EXISTING CHAIN OR WIRE FENCE |
| | TREE TO BE REMOVED | ( ~~~~~~ ) | EXISTING SHRUB LINE |
| | TREE PROTECTION FENCING | | |

Sunshine811

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

*Check positive response codes before you dig!*

PERMIT SET


cma
chen moore and associates
3150 SW 38th Avenue
Suite 950
Miami, FL, 33146
**786.497.1500**
www.chenmoore.com


**REGISTRATION**

THIS ITEM HAS BE[illegible] DIGITALLY [illegible]ED AND SEALED BY: Eric D Harrison [illegible] ON THE E[illegible]E ADJACENT [illegible] TO THE SEAL. PRINTED COP[illegible]MENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

REGISTERED LANDSCAPE ARCHITECT ERIC DOUGLAS HARRISON LA 6667129 STATE OF FLORIDA

THE ABOVE NAMED LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE THIS SHEET IN ACCORDANCE WITH RULE 61G10-11.011, F.A.C.

**SIGNATURE DATE: 4/23/2026**

**CLIENT**

BAY HARBOR ISLANDS

**PROJECT INFORMATION**

**9600 W. BAY HARBOR DR. KAYAK PARK**

BAY HARBOR ISLANDS, FL 33154

**PROJECT NUMBER**
25-0326.00012

**CLIENT PROJECT NUMBER**

**VERIFY SCALES**
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

**REVISIONS**

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/28/2025 | TOWN COMMENTS |
| 2 | 4/23/2026 | AS-04 DESIGN REVISIONS |

**DATE OF ISSUE**
SEPTEMBER 2025

**DESIGNED BY**
PS

**DRAWN BY**
PS

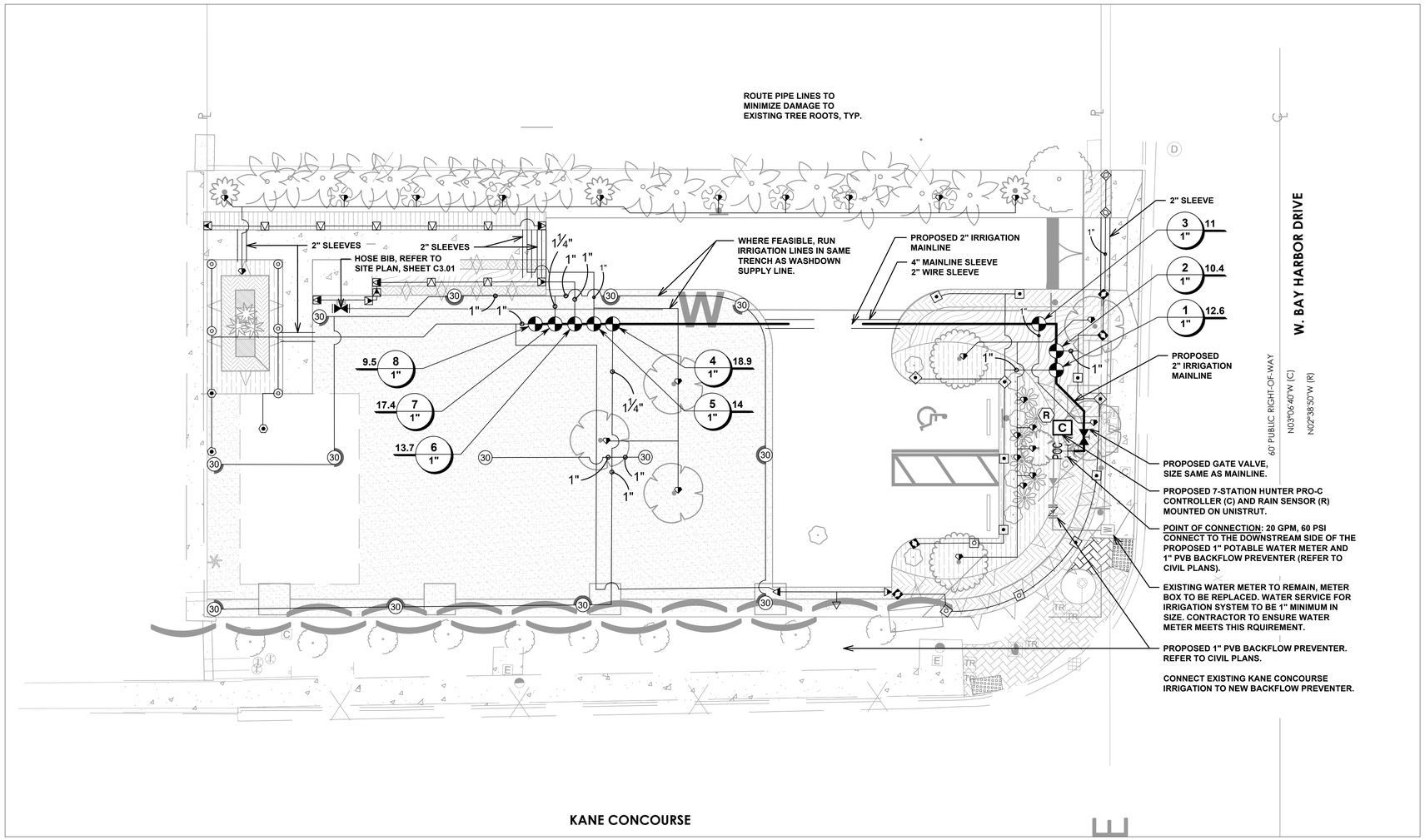
**CHECKED BY**
EDH

**DRAWING TITLE**

**TREE DISPOSITION PLAN**

**DRAWING NUMBER**
**L1.03**
14 OF 26


Plot Date: 4/23/2026 4:33:39 PM Username: psalamon Layout Name: L1.03
Folder Path: V:\Projects\2025\25-0326.00012 - 96th Street Kayak Park Renovation Design\Design\CAD\Sheets Filename: 25-0326.00012 Landscape Plan.dwg




GRAPHIC SCALE

0 5 10 20

1 INCH = 10 FEET

## GENERAL NOTES

1. WATER SERVICE FOR IRRIGATION SYSTEM TO BE 1" MINIMUM IN SIZE. CONTRACTOR TO ENSURE WATER METER MEETS THIS RQUIREMENT.
2. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES.
3. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO ENSURE PROPER SAFETY AND WORKMANSHIP WHEN WORKING IN THE VICINITY OF EXISTING UTILITY LINES.
4. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH FPL ON ANY WORK IN THE VICINITY OF OVERHEAD OR UNDERGROUND POWER LINES.
5. CONTRACTOR SHALL VERIFY PROPER CLEARANCE BELOW EXISTING OVERHEAD POWER LINES PRIOR TO WORKING WITHIN THE VICINITY THE POWER LINES.
6. MAINLINE LOCATION, WHERE SHOWN, IS FOR GRAPHIC CLARITY PURPOSES ONLY. INSTALL AT THE BACK OF CURB, FRONT OF WALK, BACK OF WALK, OR ADJACENT TO OTHER HARDSCAPES TO FACILITATE FUTURE LOCATION AND TO PROTECT FROM DAMAGE. ENSURE MAINLINE IS INSTALLED ACCORDING TO THE IRRIGATION SPECIFICATIONS AND DETAILS.
7. IF IT IS NECESSARY TO HAVE PIPING UNDER HARDSCAPE ITEMS, SUCH AS ROADS, WALKS AND PATIOS, THE PIPES MUST BE SLEEVED WITH THE SLEEVE DIAMETER BEING AT LEAST TWICE THE SIZE OF THE PIPE IT IS CARRYING.
8. ANY MAJOR DESIGN CHANGES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT OF RECORD PRIOR TO CONSTRUCTION; CONTRACTOR PROCEEDS WITH CHANGES AT OWN RISK.
9. NO SUBSTITUTIONS SHALL BE PERMITTED, EXCEPT WITH WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT OF RECORD.

## IRRIGATION SCHEDULE

| SYMBOL | MANUFACTURER/MODEL | QTY | ARC | PSI | GPM | RADIUS |
|---|---|---|---|---|---|---|
| | HUNTER PROS-06-PRS30-CV LCS-515 | 1 | LCS | 30 | 0.65 | 5'x15' |
| | HUNTER PROS-06-PRS30-CV RCS-515 | 1 | RCS | 30 | 0.65 | 5'x15' |
| | HUNTER PROS-06-PRS30-CV SS-530 | 1 | SST | 30 | 1.3 | 5'x30' |
| | HUNTER PROS-06-PRS30-CV 10A | 3 | ADJ | 30 | ≤ 2.02 | 10' |
| | HUNTER PROS-06-PRS30-CV 12A | 5 | ADJ | 30 | ≤ 2.52 | 12' |
| | HUNTER PROS-12-PRS30-CV LCS-515 | 4 | LCS | 30 | 0.65 | 5'x15' |
| | HUNTER PROS-12-PRS30-CV RCS-515 | 3 | RCS | 30 | 0.65 | 5'x15' |
| | HUNTER PROS-12-PRS30-CV SS-530 | 7 | SST | 30 | 1.3 | 5'x30' |
| | HUNTER PROS-12-PRS30-CV 08A | 2 | ADJ | 30 | ≤ 1.76 | 8' |
| | HUNTER PROS-12-PRS30-CV 10A | 4 | ADJ | 30 | ≤ 2.02 | 10' |
| | HUNTER PROS-12-PRS30-CV 12A | 3 | ADJ | 30 | ≤ 2.52 | 12' |
| | HUNTER PROS-12-PRS30-CV 15A | 10 | ADJ | 30 | ≤ 3.71 | 15' |
| | HUNTER PCB 10 | 25 | 360 | 30 | 1 | 3' |

| SYMBOL | MANUFACTURER/MODEL/DESCRIPTION | QTY | PSI | GPM | RADIUS |
|---|---|---|---|---|---|
| 25 | HUNTER I-20-06-MPR 25<br>TURF ROTOR, 6IN. POP-UP. ADJUSTABLE AND FULL CIRCLE. PLASTIC RISER. DRAIN CHECK VALVE. MPR NOZZLE. | 13 | 45 | | 25' |

| SYMBOL | MANUFACTURER/MODEL/DESCRIPTION | QTY |
|---|---|---|
| | HUNTER ICV-G-FS<br>1-1/2" REMOTE CONTROL VLAVE WITH GLOBE CONFIGURATION, PRESSURE REGULATING MODULE, AND GLASS-FILLED NYLON CONSTRUCTION. PROVIDE TIER-8 RATED VALVE BOX. | 8 |
| | LEEMCO LMV-11BB<br>2IN. X 2IN. LMV-BB SERIES MAINLINE GATE VALVE. THE BELL X BELL VERSION PROVIDES IN-LINE ISOLATION WHERE THE LOCATION IS NOT NEAR A MAINLINE DUCTILE IRON FITTING. | 1 |
| C | HUNTER P2C-400 WITH (01) PCM-300<br>LIGHT COMMERCIAL & RESIDENTIAL CONTROLLER, 7-STATION EXPANDED MODULE CONTROLLER, 120 VAC, OUTDOOR/INDOOR MODEL | 1 |
| R | HUNTER RAIN-CLIK<br>RAIN SENSOR, WITH CONDUIT INSTALLATION, MOUNT AS NOTED. NORMALLY CLOSED SWITCH. | 1 |
| POC | POINT OF CONNECTION<br>1" POTABLE WATER METER | 1 |
| | IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 | 1,235 LF |
| | IRRIGATION MAINLINE: PVC CLASS 200 SDR 21 | 113.4 LF |
| | PIPE SLEEVE: PVC SCHEDULE 40 | 62.3 LF |

Valve Callout
Valve Number
Valve Flow
Valve Size

## VALVE SCHEDULE

| NUMBER | MODEL | SIZE | TYPE | GPM | PSI @ POC | PRECIP |
|---|---|---|---|---|---|---|
| 1 | HUNTER ICV-G-FS | 1" | SHRUB SPRAY | 12.56 | 33.4 | 0.97 in/h |
| 2 | HUNTER ICV-G-FS | 1" | SHRUB SPRAY | 10.42 | 33.3 | 0.95 in/h |
| 3 | HUNTER ICV-G-FS | 1" | BUBBLER | 11 | 33.3 | 4.28 in/h |
| 4 | HUNTER ICV-G-FS | 1" | TURF ROTOR | 18.88 | 49.0 | 0.65 in/h |
| 5 | HUNTER ICV-G-FS | 1" | BUBBLER | 14 | 34.0 | 3.4 in/h |
| 6 | HUNTER ICV-G-FS | 1" | SHRUB SPRAY | 13.65 | 33.8 | 3.09 in/h |
| 7 | HUNTER ICV-G-FS | 1" | TURF ROTOR | 17.44 | 48.8 | 0.72 in/h |
| 8 | HUNTER ICV-G-FS | 1" | TURF SPRAY | 9.5 | 33.5 | 1.7 in/h |

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
*Check positive response codes before you dig!*

PERMIT SET


cma
chen moore and associates
3150 SW 38th Avenue
Suite 950
Miami, FL, 33146
**786.497.1500**
www.chenmoore.com


**REGISTRATION**

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY: Eric D Harrison
ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

REGISTERED LANDSCAPE ARCHITECT ERIC DOUGLAS HARRISON LA 6667129 STATE OF FLORIDA

THE ABOVE NAMED LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE THIS SHEET IN ACCORDANCE WITH RULE 61G10-11.011, F.A.C.

**SIGNATURE DATE: 4/23/2026**

**CLIENT**

BAY HARBOR ISLANDS

**PROJECT INFORMATION**

**9600 W. BAY HARBOR DR. KAYAK PARK**

BAY HARBOR ISLANDS, FL 33154

**PROJECT NUMBER**
25-0326.00012

**CLIENT PROJECT NUMBER**

**VERIFY SCALES**
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

**REVISIONS**

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/28/2025 | TOWN COMMENTS |
| 2 | 4/23/2026 | AS-04 DESIGN REVISIONS |

**DATE OF ISSUE**
OCTOBER 2025

**DESIGNED BY**
JC

**DRAWN BY**
JC

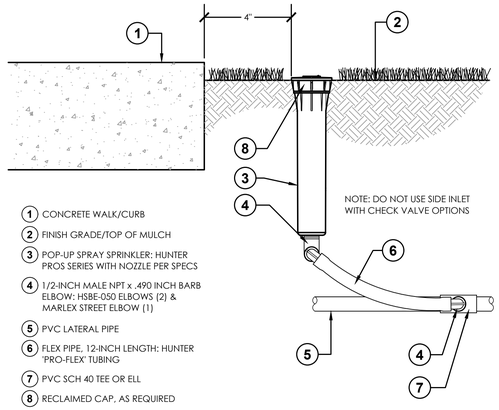
**CHECKED BY**
EDH

**DRAWING TITLE**

**IRRIGATION PLAN**

**DRAWING NUMBER**
**L3.01**
15 OF 26

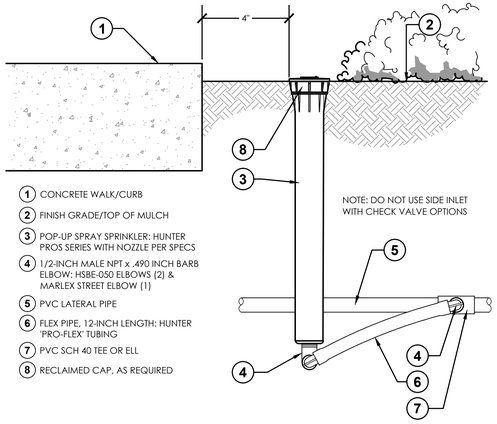

Plot Date: 4/23/2026 4:33:51 PM Username: lfarfan Layout Name: L3.01
Folder Path: V:\Projects\2025\25-0326.00012 - 96th Street Kayak Park Renovation Design\Design\CAD\Sheets Filename: 25-0326.00012 Irrigation Plan.dwg




1. CONCRETE WALK/CURB
2. FINISH GRADE/TOP OF MULCH
3. POP-UP SPRAY SPRINKLER: HUNTER PROS SERIES WITH NOZZLE PER SPECS
4. 1/2-INCH MALE NPT x .490 INCH BARB ELBOW: HSBE-050 ELBOWS (2) & MARLEX STREET ELBOW (1)
5. PVC LATERAL PIPE
6. FLEX PIPE, 12-INCH LENGTH: HUNTER 'PRO-FLEX' TUBING
7. PVC SCH 40 TEE OR ELL
8. RECLAIMED CAP, AS REQUIRED

## 1 6" POP-UP SPRAY

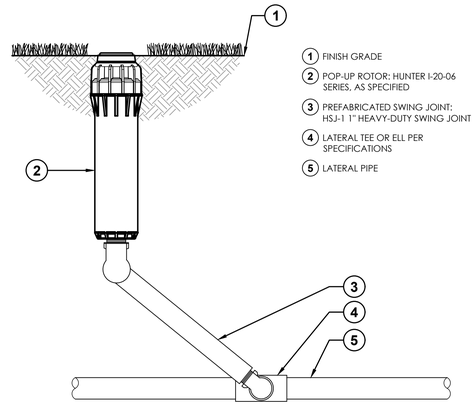
3" = 1'-0" 328403.13-05




1. CONCRETE WALK/CURB
2. FINISH GRADE/TOP OF MULCH
3. POP-UP SPRAY SPRINKLER: HUNTER PROS SERIES WITH NOZZLE PER SPECS
4. 1/2-INCH MALE NPT x .490 INCH BARB ELBOW: HSBE-050 ELBOWS (2) & MARLEX STREET ELBOW (1)
5. PVC LATERAL PIPE
6. FLEX PIPE, 12-INCH LENGTH: HUNTER 'PRO-FLEX' TUBING
7. PVC SCH 40 TEE OR ELL
8. RECLAIMED CAP, AS REQUIRED

## 2 12" POP-UP SPRAY

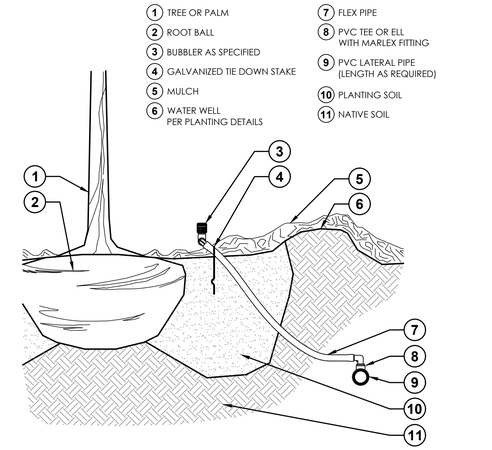
3" = 1'-0" 328403.29-12



1. FINISH GRADE
2. POP-UP ROTOR: HUNTER I-20-06 SERIES. AS SPECIFIED
3. PREFABRICATED SWING JOINT: HSJ-1 1" HEAVY-DUTY SWING JOINT
4. LATERAL TEE OR ELL PER SPECIFICATIONS
5. LATERAL PIPE

## 3 TURF ROTOR

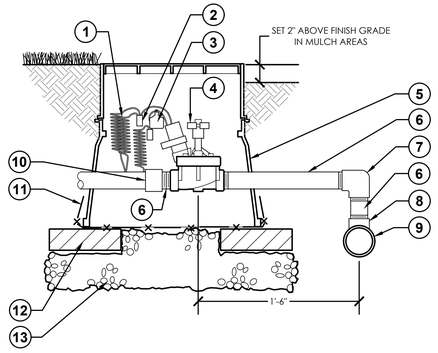
3" = 1'-0" 328403.16-14



1. TREE OR PALM
2. ROOT BALL
3. BUBBLER AS SPECIFIED
4. GALVANIZED TIE DOWN STAKE
5. MULCH
6. WATER WELL PER PLANTING DETAILS
7. FLEX PIPE
8. PVC TEE OR ELL WITH MARLEX FITTING
9. PVC LATERAL PIPE (LENGTH AS REQUIRED)
10. PLANTING SOIL
11. NATIVE SOIL

## 4 TREE BUBBLER

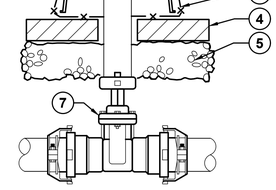
1 1/2" = 1'-0" 328403.53-06




## 5 PRESSURE REGULATING REMOTE CONTROL VALVE

1 1/2" = 1'-0" 328406.13-11

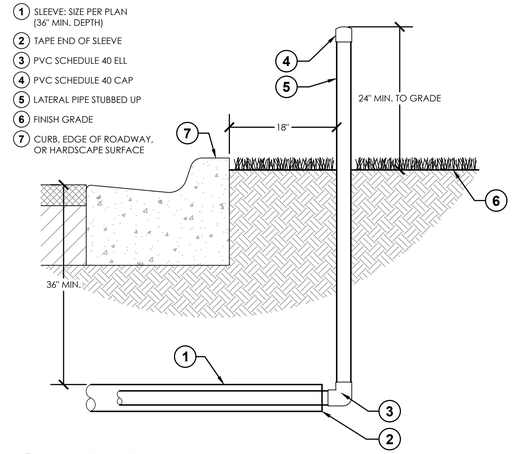
1. 30-INCH LINEAR LENGTH OF WIRE, COILED
2. WATERPROOF CONNECTION (1 OF 2)
3. ZONE ID TAG
4. REMOTE CONTROL VALVE WITH PRESSURE REGULATOR
5. STANDARD VALVE BOX
6. PVC SCH 80 NIPPLE
7. PVC SCH 40 ELL
8. PVC SCH 40 TEE
9. PVC MAINLINE PIPE
10. PVC SCH 40 ADAPTER
11. 1/2" WIRE CLOTH GOPHER SCREEN WRAP ALL SIDES
12. BRICK (1 OF 4)
13. 6-INCH MINIMUM DEPTH 3/4" WASHED GRAVEL



1. FINISH GRADE
2. VALVE BOX
3. WIRE SCREEN CLOTH
4. BRICK (1 OF 4)
5. 6" DEPTH OF 3/4" MINUS GRAVEL
6. ADS, SIZE AS REQUIRED
7. LEEMCO LMV-BB SERIES (OR EQUAL) BELL x BELL SELF-RESTRAINED, RESILIENT WEDGE GATE VALVE

## 6 ISOLATION VALVE

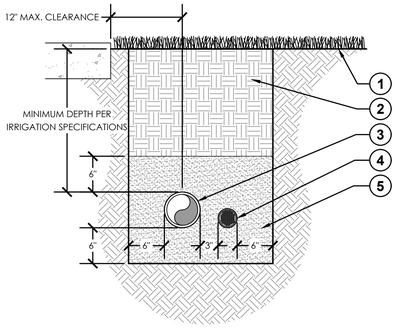
1 1/2" = 1'-0" 328406.33-14




1. SLEEVE: SIZE PER PLAN (36" MIN. DEPTH)
2. TAPE END OF SLEEVE
3. PVC SCHEDULE 40 ELL
4. PVC SCHEDULE 40 CAP
5. LATERAL PIPE STUBBED UP
6. FINISH GRADE
7. CURB, EDGE OF ROADWAY, OR HARDSCAPE SURFACE

## 7 PIPE SLEEVING

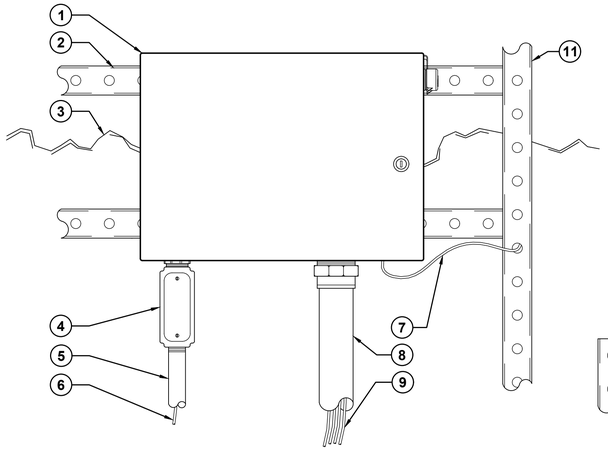
1" = 1'-0" 328409.76-32




1. FINISH GRADE
2. NATIVE SOIL BACKFILL COMPACT TO 95%
3. IRRIGATION MAIN (AS SPECIFIED)
4. ZONE CONTROL WIRE IN SCH 40 CONDUIT (SIZE AS REQUIRED)
5. 100% COARSE SAND BEDDING, WATER JET & MECHANICALLY COMPACT TO 90% OPTIMUM DENSITY. ALLOW 48 HOURS TO SETTLE, AND BACKFILL AND COMPACT WITH NATIVE SOIL.

## 8 MAINLINE AND LATERAL TRENCH

1" = 1'-0" 328409.76-34



1. MODULAR WALL MOUNT IRRIGATION CONTROLLER: INSTALL CONTROLLER AND METAL CABINET ON UNISTRUT PER MANUFACTURER'S SPECIFICATIONS. UTILIZE NYLON INSULATING WASHERS AND SLEEVES WITH MOUNTING HARDWARE TO BLOCK ELECTRICAL CURRENT BETWEEN CONTROLLER AND UNISTRUT
2. UNISTRUT RISER, 42" HEIGHT
3. MAINTAINED LEVEL OF LANDSCAPE SHRUBS, ±36" HEIGHT
4. JUNCTION BOX
5. 1-INCH CONDUIT AND FITTINGS TO POWER SUPPLY
6. POWER SUPPLY WIRE
7. UV AND CORROSION RESISTANT SENSOR WIRE
8. 2-INCH CONDUIT AND FITTINGS FOR STATION WIRES
9. REMOTE CONTROL VALVE WIRES
10. RAIN/WEATHER SENSOR: MOUNT AT A HEIGHT ABOVE IRRIGATION SPRAY PATTERN (MIN. 6' HT)
11. EXTEND UNISTRUT POST WITH SENSOR TO 6' HEIGHT

NOTES:

1. USE GRAY SCH 40 PVC CONDUIT FOR ABOVE GRADE AND BELOW GRADE CONDITIONS.
2. PROVIDE PROPER GROUNDING COMPONENTS TO ACHIEVE GROUND RESISTANCE OF 10 OHMS OR LESS.
3. SENSOR SHOULD NOT BE MOUNTED UNDER TREES, IN AREAS AFFECTED BY SPRINKLER SYSTEM OR UNDER BUILDING OVERHANGS.

## 9 MODULAR CONTROLLER WITH RAIN SENSOR ON UNISTRUT

3" = 1'-0" 328409.13-42

Sunshine811

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

*Check positive response codes before you dig!*

PERMIT SET

cma
chen moore and associates
3150 SW 38th Avenue
Suite 950
Miami, FL, 33146
**786.497.1500**
www.chenmoore.com

**REGISTRATION**

THIS ITEM HAS BE[illegible] DIGITALLY [illegible]ED AND SEALED BY:
Eric D Harrison
ON THE[illegible]E ADJACENT [illegible] THE SEAL. PRINTED COP[illegible]MENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

REGISTERED LANDSCAPE ARCHITECT ERIC DOUGLAS HARRISON LA 6667129 STATE OF FLORIDA

THE ABOVE NAMED LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE THIS SHEET IN ACCORDANCE WITH RULE 61G10-11.011, F.A.C.

**SIGNATURE DATE: 4/23/2026**

**CLIENT**

BAY HARBOR ISLANDS

**PROJECT INFORMATION**

**9600 W. BAY HARBOR DR. KAYAK PARK**

BAY HARBOR ISLANDS, FL 33154

**PROJECT NUMBER**
25-0326.00012

**CLIENT PROJECT NUMBER**

**VERIFY SCALES**
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

**REVISIONS**

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/28/2025 | TOWN COMMENTS |
| 2 | 4/23/2026 | AS-04 DESIGN REVISIONS |

**DATE OF ISSUE**
OCTOBER 2025

**DESIGNED BY**
JC

**DRAWN BY**
JC

**CHECKED BY**
EDH

**DRAWING TITLE**
**IRRIGATION DETAILS**

**DRAWING NUMBER**
**L3.02**
16 OF 26

Plot Date: 4/23/2026 4:33:52 PM Username: lfarfan Layout Name: L3.02
Folder Path: V:\Projects\2025\25-0326.00012 - 96th Street Kayak Park Renovation Design\Design\CAD\Sheets Filename: 25-0326.00012 Irrigation Plan.dwg

# IRRIGATION SPECIFICATIONS

1. GENERAL
   - 1.1. THE SYSTEM HAS BEEN DESIGNED TO CONFORM WITH THE REQUIREMENTS OF ALL APPLICABLE CODES. SHOULD ANY CONFLICT EXIST, THE REQUIREMENTS OF THE CODES SHALL PREVAIL. IT IS THE RESPONSIBILITY OF THE OWNER/INSTALLATION CONTRACTOR TO INSURE THE ENTIRE SYSTEM IS INSTALLED ACCORDING TO ALL APPLICABLE LAWS, RULES, REGULATIONS AND CONVENTIONS. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS ACCORDING TO FEDERAL, STATE AND LOCAL LAWS.
   - 1.2. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES.
   - 1.3. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO ENSURE PROPER SAFETY AND WORKMANSHIP WHEN WORKING IN THE VICINITY OF EXISTING UTILITY LINES.
   - 1.4. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE AND VERIFY PROPER CLEARANCE WITH FPL ON ANY WORK IN THE VICINITY OF OVERHEAD OR UNDERGROUND POWER LINES.
   - 1.5. THE CONTRACTOR MUST SUBMIT FOR APPROVAL, PRIOR TO INSTALLATION, COPIES OF THE MANUFACTURER'S CUT SHEETS/SPECIFICATIONS FOR ALL COMPONENTS TO BE USED IN THE IRRIGATION SYSTEM.
   - 1.6. THE IRRIGATION CONTRACTOR SHALL BE CERTIFIED AS A CERTIFIED IRRIGATION CONTRACTOR BY THE IRRIGATION ASSOCIATION. THE CERTIFICATION SHALL BE CURRENT AND IN GOOD STANDING.
2. SCOPE OF WORK
   - 2.1. THE WORK SPECIFIED IN THIS SECTION CONSISTS OF FURNISHING ALL COMPONENTS NECESSARY FOR THE INSTALLATION, TESTING, AND DELIVERY OF A COMPLETE, FULLY FUNCTIONAL AUTOMATIC LANDSCAPE IRRIGATION SYSTEM THAT COMPLETELY COMPLIES WITH THE 100% IRRIGATION PLANS, SPECIFICATIONS, NOTES, DETAILS AND ALL APPLICABLE LAWS, REGULATIONS, CODES AND ORDINANCES. THIS WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, THE PROVIDING OF ALL REQUIRED MATERIAL (PIPE, VALVES, FITTINGS, CONTROLLERS, WIRE, PRIMER, GLUE, ETC.), LAYOUT, PROTECTION OF THE PUBLIC, EXCAVATION, ASSEMBLY, INSTALLATION, BACK FILLING, COMPACTING, REPAIR OF ROAD SURFACES, CONTROLLER AND LOW VOLTAGE FEEDS TO VALVES, CLEANUP, MAINTENANCE, GUARANTEE AND AS-BUILT PLANS.
   - 2.2. ALL IRRIGATED AREAS SHALL PROVIDE 100% HEAD-TO-HEAD COVERAGE FROM A FULLY AUTOMATIC IRRIGATION SYSTEM WITH A RAIN SENSOR AS SHOWN. THE RAIN SENSOR SHALL BE INSTALLED TO PREVENT ITS ACTIVATION BY ADJACENT HEADS. ALL WATERING PROCEDURES SHALL CONFORM TO LOCAL CODES, AS WELL AS THIS PROJECT'S REGIONAL WATER MANAGEMENT DISTRICT RESTRICTIONS AND REGULATIONS. ZONES ARE PRIORITIZED FIRST BY PUBLIC SAFETY AND THEN BY HYDRAULIC CONCERNS. THIS SEQUENCING WILL BE A MANDATORY PUNCH LIST ITEM. THESE PLANS HAVE BEEN DESIGNED TO SATISFY/EXCEED THE FLORIDA BUILDING CODE (FBC) APPENDIX F AND THE FLORIDA IRRIGATION SOCIETY STANDARDS AND SPECIFICATIONS FOR TURF AND LANDSCAPE IRRIGATION SYSTEMS, FOURTH EDITION.
   - 2.3. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES 72 HOURS PRIOR TO COMMENCEMENT OF WORK.
   - 2.4. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE THEMSELVES WITH ALL GRADE DIFFERENCES, LOCATION OF WALLS, RETAINING WALLS, STRUCTURES AND UTILITIES. DO NOT WILLFULLY INSTALL THE SPRINKLER SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN OBSTRUCTION, GRADE DIFFERENCES OR DIFFERENCES IN THE AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE DESIGN. SUCH OBSTRUCTIONS, OR DIFFERENCES, SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER' AUTHORIZED REPRESENTATIVE. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.
   - 2.5. IRRIGATION CONTRACTOR SHALL REPAIR OR REPLACE ALL EXISTING SITE ITEMS DAMAGED BY THEIR WORK. IRRIGATION CONTRACTOR SHALL COORDINATE THEIR WORK WITH OTHER CONTRACTORS FOR THE LOCATION AND INSTALLATION OF PIPE SLEEVES AND LATERALS THROUGH WALLS, UNDER ROADWAYS AND PAVING, ETC.
   - 2.6. THE CONTRACTOR SHALL TAKE IMMEDIATE STEPS TO REPAIR, REPLACE, OR RESTORE ALL SERVICES TO ANY UTILITIES WHICH ARE DISRUPTED DUE TO THEIR OPERATIONS. ALL COSTS INVOLVED IN DISRUPTION OF SERVICE AND REPAIRS DUE TO NEGLIGENCE ON THE PART OF THE CONTRACTOR SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
3. SUBMITTALS
   - 3.1. THE CONTRACTOR SHALL PROVIDE FOR APPROVAL PRIOR TO INSTALLATION, MANUFACTURER'S PRODUCT DESCRIPTION SHEETS/SPECIFICATIONS FOR ALL MAJOR COMPONENTS OF THE IRRIGATION SYSTEM. MODEL NUMBERS SHALL BE HIGHLIGHTED OR CIRCLED.
   - 3.2. NO SUBSTITUTIONS OR DEVIATIONS FROM THE SPECIFIED BRANDS, MODELS, OR SIZES SHALL BE PERMITTED, EXCEPT WITH WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT OF RECORD.
   - 3.3. ANY MAJOR DESIGN CHANGES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT OF RECORD PRIOR TO CONSTRUCTION; CONTRACTOR PROCEEDS WITH CHANGES AT OWN RISK. DESIGN CHANGES, SUBSTITUTIONS, OR DEVIATIONS NOT APPROVED BY THE LANDSCAPE ARCHITECT OF RECORD WILL RESULT IN REJECTION AND REPLACEMENT OF MATERIALS AT NO ADDITIONAL COST TO THE OWNER.
4. POST CONSTRUCTION DOCUMENTATION
   - 4.1. DOCUMENTATION:
     - 4.1.1. PROVIDE THE MANUFACTURERS' RECOMMENDED OPERATING INSTRUCTIONS FOR ALL MAJOR COMPONENTS INCORPORATED INTO THE IRRIGATION SYSTEM.
     - 4.1.2. PROVIDE SYSTEM OPERATION MANUALS, MAINTENANCE SCHEDULES, RECOMMENDED SCHEDULE OF OPERATION INCLUDED AVERAGE APPLICATION RATES WITH SEASONAL ADJUSTMENTS FOR EACH ZONE.
     - 4.1.3. PROVIDE ALL REQUIRED TESTING AND INSPECTION CERTIFICATES TO THE OWNER OR OWNER'S REPRESENTATIVE
   - 4.2. AS-BUILT DRAWINGS: PROVIDE RECORD DRAWINGS AND PLANS SHOWING ALL CHANGES IN THE DESIGN TO INDICATE THE ACTUAL INSTALLATION AND LOCATION OF ALL EQUIPMENT AND MATERIALS. THE FOLLOWING SPECIFIC ITEMS MUST BE INCLUDED:
     - 4.2.1. LOCATION AND SIZE OF MAINLINE PIPING, LATERAL PIPING, AND PIPE SLEEVING.
     - 4.2.2. ISOLATION VALVES
     - 4.2.3. REMOTE CONTROL VALVE LOCATIONS, SIZES, NUMBER, AND AREA OF COVERAGE SHOWN USING DIFFERENT COLORS.
     - 4.2.4. SPLICE BOXES AND LOW VOLTAGE WIRING PATH.
     - 4.2.5. CONTROLLER AND RAIN SHUTOFF DEVICES.
     - 4.2.6. POINT OF CONNECTION INCLUDING THE TYPE OF WATER SOURCE, SIZE, FLOW RATE, AND OPERATING PRESSURE.
     - 4.2.7. DATE AND SCALE.
     - 4.2.8. CONTRACTOR'S NAME, ADDRESS, AND TELEPHONE NUMBER.
     - 4.2.9. THE AS-BUILT DRAWINGS SHALL BE SIGNED BY A FLORIDA REGISTERED LANDSCAPE ARCHITECT OR PROFESSIONAL ENGINEER.
   - 4.3. CONTRACTOR SHALL FURNISH FIVE EXTRA UNITS OF EACH TYPE OF POPUP SPRAY AND EMITTER THAT MATCH PRODUCTS INSTALLED AND THAT ARE PACKAGED WITH PROTECTIVE COVERING FOR STORAGE AND IDENTIFIED WITH LABELS DESCRIBING CONTENTS. INCLUDE TOOLS TO SERVICE THESE PRODUCTS.
5. FINAL ACCEPTANCE
   - 5.1. FINAL ACCEPTANCE OF THE IRRIGATION SYSTEM WILL BE GIVEN AFTER THE FOLLOWING DOCUMENTS AND CONDITIONS HAVE BEEN COMPLETED AND APPROVED. FINAL PAYMENT WILL NOT BE RELEASED UNTIL THESE CONDITIONS ARE SATISFIED.
     - 5.1.1. FINAL WALK-THRU AND CORRECTION OF ALL PUNCH LIST ITEMS.
     - 5.1.2. COMPLETION AND ACCEPTANCE OF AS-BUILT RECORD DRAWINGS.
     - 5.1.3. TURNOVER OF ALL REQUIRED PARTS AND TOOLS AS OUTLINED IN THE PROJECT SPECIFICATIONS.
6. GUARANTEE
   - 6.1. FULLY WARRANT THE LANDSCAPE IRRIGATION SYSTEM FOR A PERIOD OF ONE (1) YEAR AFTER THE WRITTEN FINAL ACCEPTANCE.
   - 6.2. DURING THE WARRANTY PERIOD, ENFORCE MANUFACTURER'S AND SUPPLIER'S WARRANTIES. MALFUNCTIONS, DEFICIENCIES, BREAKS, DAMAGES, DISREPAIR OR OTHER DISORDERS DUE TO MATERIALS, WORKMANSHIP, OR INSTALLATION BY THE CONTRACTOR AND HIS SUPPLIERS SHALL BE IMMEDIATELY AND PROPERLY CORRECTED.
   - 6.3. REPAIR DAMAGES PROMPTLY WHICH ARE CAUSED BY SYSTEM MALFUNCTION.
7. POINT OF CONNECTION (P.O.C.)
   - 7.1. THE POC IS AN EXISTING 1" POTABLE WATER METER, UTILIZING AN EXISTING MUNICIPAL POTABLE WATER MAIN. THE POC SHALL BE CAPABLE OF SUPPLYING A MINIMUM OF 20 GPM AT 60 PSI. CONTRACTOR SHALL VERIFY THESE MINIMUM CONDITIONS CAN BE MET PRIOR TO BEGINNING IRRIGATION SYSTEM INSTALLATION.
   - 7.2. IF THE CONDITIONS CAN NOT BE MET, THE CONTRACTOR MUST NOTIFY THE DESIGNER PRIOR TO PROCEEDING WITH THE WORK. IF THE CONTRACTOR DOES NOT DO SO, THE CONTRACTOR PROCEEDS AT THEIR OWN RISK AND BECOMES RESPONSIBLE FOR ANY FUTURE WORK REQUIRED TO MAKE THE SYSTEM PERFORM AS REQUIRED.
8. PIPING
   - 8.1. MAINLINE PIPE: PVC CLASS 200 SDR 21, NON-GASKETED, SOLVENT WELD, WITH SCHEDULE 40 PVC FITTINGS.
   - 8.2. LATERAL PIPE: PVC CLASS 200 SDR 21, NON-GASKETED, SOLVENT WELD, WITH SCHEDULE 40 PVC FITTINGS.
   - 8.3. THREADED PIPE: PVC SCHEDULE 80.
   - 8.4. PIPE LOCATIONS SHOWN ON THE PLAN ARE SCHEMATIC AND SHALL BE ADJUSTED IN THE FIELD. WHEN LAYING OUT MAINLINES PLACE A MAXIMUM OF 12" AWAY FROM EITHER THE BACK OF CURB, FRONT OF WALK, BACK OF WALK, OR OTHER HARDSCAPE TO ALLOW FOR EASE IN LOCATING AND PROTECTION FROM PHYSICAL DAMAGE. INSTALL ALL LATERAL PIPE NEAR EDGES OF PAVEMENT OR AGAINST BUILDINGS WHENEVER POSSIBLE TO ALLOW SPACE FOR PLANT ROOT BALLS. ALWAYS INSTALL PIPING INSIDE PROJECT PROPERTY BOUNDARY.
   - 8.5. PIPES SHALL ALWAYS BE PLACED IN PLANTING BEDS. IF IT IS NECESSARY TO HAVE PIPING UNDER HARDSCAPES, SUCH AS ROADS, WALKS, AND PATIOS, THE PIPES MUST BE SLEEVED USING SCH 40 PVC WITH THE SLEEVE DIAMETER BEING TWICE THE SIZE OF THE PIPE IT IS CARRYING WITH A MINIMUM SLEEVE SIZE OF 2".
   - 8.6. PIPE SIZES SHALL CONFORM TO THOSE SHOWN ON THE DRAWINGS. NO SUBSTITUTIONS OF SMALLER PIPE SIZES SHALL BE PERMITTED, BUT SUBSTITUTIONS OF LARGER SIZES MAY BE APPROVED. ALL DAMAGED AND REJECTED PIPE SHALL BE REMOVED FROM THE SITE AT THE TIME OF SAID REJECTION.
   - 8.7. CONTRACTOR TO ENSURE ALL MAINLINE PIPING IS PROPERLY RESTRAINED USING MECHANICAL JOINT FITTINGS, RESTRAINING COLLARS, THREADED RODS, THRUST BLOCKS, ETC., AS AND WHERE REQUIRED. CONTRACTOR SHALL REFER TO PIPE MANUFACTURER'S RECOMMENDED INSTALLATION PRACTICES FOR FURTHER DIRECTION.
   - 8.8. PVC PIPE JOINT COMPOUND AND PRIMER: SLOW-DRYING, HEAVY DUTY CEMENT AND TINTED (PURPLE) PRIMER THAT IS COMPATIBLE WITH THE CEMENT. THE PVC CEMENT SHALL BE WELD-ON 2711 GREY AND THE PRIMER SHALL BE WELD-ON P70 PURPLE PRIMER, OR APPROVED EQUALS.
   - 8.9. MAIN LINE PIPE DEPTH MEASURED TO THE TOP OF PIPE SHALL BE 18" MINIMUM, 36" MINIMUM AT VEHICULAR CROSSINGS.
   - 8.10. LATERAL LINE DEPTHS MEASURED TO TOP OF PIPE SHALL BE 12" MINIMUM, 30" MINIMUM AT VEHICULAR CROSSINGS.
9. LAYOUT
   - 9.1. LAY OUT IRRIGATION SYSTEM MAINLINES AND LATERAL LINES. MAKE THE NECESSARY ADJUSTMENTS AS REQUIRED TO TAKE INTO ACCOUNT ALL SITE OBSTRUCTIONS AND LIMITATIONS PRIOR TO EXCAVATING TRENCHES.
   - 9.2. STAKE ALL SPRINKLER HEAD LOCATIONS. ADJUST LOCATION AND MAKE THE NECESSARY MODIFICATIONS TO NOZZLE TYPES, ETC. REQUIRED TO INSURE 100% HEAD TO HEAD COVERAGE. REFER TO THE EDGE OF PAVEMENT DETAIL ON THE IRRIGATION DETAIL SHEET.
   - 9.3. SPRAY HEADS SHALL BE INSTALLED 4" FROM SIDEWALKS OR CURBED ROADWAYS AND 12" FROM UNCURBED ROADWAYS AND BUILDING FOUNDATIONS. ROTORS SHALL BE INSTALLED 4" FROM SIDEWALKS OR CURBED ROADWAYS, 12" FROM BUILDING FOUNDATIONS, AND 36" FROM UNCURBED ROADWAYS.
   - 9.4. SHRUB HEADS SHALL BE INSTALLED ON 3/4" SCH 40 PVC RISERS. THE RISERS SHALL BE SET AT A MINIMUM OF 18" OFF SIDEWALKS, ROADWAY CURBING, BUILDING FOUNDATIONS, AND/OR ANY OTHER HARDSCAPED AREAS. SHRUB HEADS SHALL BE INSTALLED TO A STANDARD HEIGHT OF 4" BELOW MAINTAINED HEIGHT OF PLANTS AND SHALL BE INSTALLED WITHIN PLANTED MASSES TO BE LESS VISIBLE AND OFFER PROTECTION. PAINT ALL SHRUB RISERS WITH FLAT BLACK OR FOREST GREEN PAINT, UNLESS IRRIGATION SYSTEM WILL BE INSTALLED FROM A REUSE WATER SYSTEM WITH PURPLE PVC RISERS.
   - 9.5. LOCATE VALVES PRIOR TO EXCAVATION. INSURE THAT THEIR LOCATION PROVIDES FOR EASY ACCESS AND THAT THERE IS NO INTERFERENCE WITH PHYSICAL STRUCTURES, PLANTS, TREES, POLES, ETC. VALVE BOXES MUST BE PLACED A MINIMUM OF 12" AND A MAXIMUM OF 15" FROM THE EDGE OF PAVEMENT, CURBS, ETC., AND THE TOP OF THE BOX MUST BE 2" ABOVE FINISH GRADE. NO VALVE BOXES SHALL BE INSTALLED IN TURF AREAS WITHOUT APPROVAL BY THE IRRIGATION DESIGNER; ONLY IN SHRUB BEDS. NEVER INSTALL VALVE BOXES WITHIN A SPORTS FIELD OR DESIGNATED PLAY AREA.
8. ELECTRICAL POWER SUPPLY
   - 8.1. ELECTRICAL SUPPLY FOR THE CONTROLLER SHALL BE PROVIDED BY THE IRRIGATION CONTRACTOR. CONTRACTOR TO COORDINATE WITH LOCAL UTILITIES FOR THE INSTALLATION OF AND CONNECTION TO AVAILABLE SITE POWER SUPPLY FOR REQUIRED ELECTRICAL COMPONENTS AS SET FORTH IN THE 100% IRRIGATION PLANS.
   - 8.2. ALL ELECTRICAL INSTALLATION TO COMPLY WITH THE NATIONAL ELECTRICAL CODE AND ANY AND ALL OTHER APPLICABLE ELECTRICAL CODES, LAWS AND REGULATIONS. A LICENSED ELECTRICIAN SHALL PERFORM ALL ELECTRICAL HOOK-UPS. POWER FOR THE CONTROLLER SHALL BE 120 VOLT, 20 AMP.
9. CONTROL WIRING
   - 9.1. IRRIGATION CONTROL WIRE SHALL BE THERMOPLASTIC SOLID COPPER, SINGLE CONDUCTOR, LOW VOLTAGE IRRIGATION CONTROLLER WIRE SUITABLE FOR DIRECT BURIAL AND CONTINUOUS OPERATION AT RATED VOLTAGES.
   - 9.2. TAPE AND BUNDLE CONTROL WIRES EVERY 10' AND RUN ADJACENT TO THE MAINLINE. AT ALL TURNS IN DIRECTION MAKE A 2' COIL OF WIRE. AT ALL VALVE BOXES COIL WIRE AROUND A 3/4" PIECE OF PVC PIPE TO MAKE A COIL USING 30 LINEAR INCHES OF WIRE. MAKE ELECTRICAL CONNECTIONS WITH 3M-DBY,DBR CONNECTORS.
   - 9.3. NUMBER ALL WIRES USING AN ELECTRICAL BOOK OF NUMBERS ACCORDING TO THE PLANS. NUMBER WIRES IN ALL VALVE BOXES, JUNCTION BOXES AND AT THE CONTROLLER.
   - 9.4. WIRE SIZED, NUMBERED AND COLORED AS FOLLOWS:
     - #14 WHITE FOR COMMON
     - #14 SPARE BLACK COMMON
     - #14 RED FOR HOT WIRES
     - #14 SPARE YELLOW HOT WIRE
10. CONTROLLER GROUNDING
    - 10.1. CONTRACTOR TO UTILIZE 4"X8'X5/8" COPPER GROUNDING PLATES, 5/8"X10' COPPER CLAD GROUNDING RODS, 'ONE STRIKE' CAD WELLS AT ALL CONNECTION POINTS, #6 BARE COPPER WIRE, AND EARTH CONTACT MATERIAL. INSTALL THESE AND OTHER REQUIRED COMPONENTS AS OUTLINED IN THE DETAIL. CONTRACTOR TO VERIFY THAT THE EARTH TO GROUND RESISTANCE DOES NOT EXCEED 10 OHMS. CONTRACTOR SHALL PROVIDE A WRITTEN CERTIFICATION ON A LICENSED ELECTRICAL CONTRACTORS LETTER HEAD SHOWING THE DATE OF THE TEST, CONTROLLER LOCATION, AND TEST RESULTS. EACH CONTROLLER SHALL BE SO GROUNDED AND TESTED.
11. VALVES
    - 11.1. SEQUENCE ALL VALVES SO THAT THE FARTHEST VALVE FROM THE P.O.C. OPERATES FIRST AND THE CLOSEST TO THE P.O.C. OPERATES LAST. THE CLOSEST VALVE TO THE P.O.C. SHOULD BE THE LAST VALVE IN THE PROGRAMMED SEQUENCE.
    - 11.2. ADJUST THE FLOW CONTROL ON EACH RCV TO ENSURE SHUT OFF IN 10 SECONDS AFTER DEACTIVATION BY THE IRRIGATION CONTROLLER.
    - 11.3. USING 3" HIGH NUMBER STENCILS, PAINT THE VALVE NUMBER IN WHITE ON THE LID OF EACH VALVE BOX.
12. EQUIPMENT
    - 12.1. BUBBLERS SHALL BE INSTALLED USING SCH 80 NIPPLES AND SHALL BE PLACED AT THE BASE OF TREES FOR LOW LEVEL WATERING.
    - 12.2. ALL POP-UP HEADS AND SHRUB RISERS SHALL BE PRESSURE COMPENSATING. ALL POP-UP HEADS SHALL BE MOUNTED ON FLEX-TYPE SWING JOINTS.
    - 12.3. ALL SPRINKLER EQUIPMENT NOT OTHERWISE DETAILED OR SPECIFIED SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS, AND IN ACCORDANCE WITH LOCAL AND STATE LAWS.
13. TRENCHING
    - 13.1. EXCAVATE STRAIGHT AND VERTICAL TRENCHES WITH SMOOTH, FLAT OR SLOPING BOTTOMS. TRENCH WIDTH AND DEPTH SHOULD BE SUFFICIENT TO ALLOW FOR THE PROPER VERTICAL AND HORIZONTAL SEPARATION BETWEEN PIPING AS SHOWN IN THE PIPE INSTALLATION DETAIL ON THE DETAIL SHEET.
    - 13.2. PROTECT EXISTING LANDSCAPED AREAS. REMOVE AND REPLANT ANY DAMAGED PLANT MATERIAL UPON JOB COMPLETION. THE REPLACEMENT MATERIAL SHALL BE THE SAME GENUS, SPECIES, AND SIZE OF THE MATERIAL IT IS REPLACING. THE FINAL DETERMINATION AS TO WHAT NEEDS TO BE REPLACED AND THE ACCEPTABILITY OF THE REPLACEMENT MATERIAL SHALL BE SOLELY DETERMINED BY THE OWNER OR OWNER'S REPRESENTATIVE.
14. INSTALLATION
    - 14.1. CUT ALL PIPE SQUARE AND DEBURR. CLEAN PIPE AND FITTINGS OF FOREIGN MATERIAL, THEN APPLY A SMALL AMOUNT OF PRIMER WHILE ENSURING THAT ANY EXCESS IS WIPED OFF IMMEDIATELY. PRIMER SHOULD NOT PUDDLE OR DRIP FROM PIPE OR FITTINGS. NEXT APPLY A THIN COAT OF PVC CEMENT. FIRST APPLY A THIN LAYER TO THE PIPE, THEN A THIN LAYER INSIDE THE FITTING, AND FINALLY ANOTHER VERY THIN LAYER ON THE PIPE. INSERT THE PIPE INTO THE FITTING. INSURE THAT THE PIPE IS INSERTED TO THE BOTTOM OF THE FITTING, THEN TURN THE PIPE A 1/4 TURN AND HOLD FOR 10 SECONDS. MAKE SURE THAT THE PIPE DOESN'T RECEDE FROM THE FITTING. IF THE PIPE ISN'T AT THE BOTTOM OF THE FITTING UPON COMPLETION, THE GLUE JOINT IS UNACCEPTABLE AND MUST BE DISCARDED.
    - 14.2. PIPES MUST CURE A MINIMUM OF 30 MINUTES PRIOR TO HANDLING AND PLACING INTO TRENCHES. A LONGER CURING TIME MAY BE REQUIRED; REFER TO THE MANUFACTURER'S SPECIFICATIONS. THE PIPE MUST CURE A MINIMUM OF 24 HOURS PRIOR TO FILLING WITH WATER.
15. BACKFILLING
    - 15.1. THE BACKFILL 6" BELOW AND 6" ABOVE ALL PIPING SHALL BE CLEAN SAND. ALL OTHER TRCNCH BACKFILL CAN BE NATIVE MATERIAL BUT SHALL NOT CONTAIN ANYTHING LARGER THAN 2" IN DIAMETER.
    - 15.2. CONTRACTOR SHALL BACKFILL ALL PIPING, BOTH MAINLINE AND LATERALS, PRIOR TO PERFORMING ANY PRESSURE TESTS. THE PIPE SHALL BE BACKFILLED WITH THE EXCEPTION OF 2' ON EACH SIDE OF EVERY JOINT (BELL FITTINGS, 90'S, TEES, 45'S, ETC.). THESE JOINTS SHALL NOT BE BACKFILLED UNTIL ALL PIPING HAS SATISFACTORILY PASSED ITS APPROPRIATE PRESSURE TEST AS OUTLINED BELOW.
16. TESTING & FLUSHING
    - 16.1. LEAKAGE TESTING
      - 16.1.1. REMOVE ALL REMOTE CONTROL VALVES AND CAP USING A THREADED CAP. FILL MAINLINE WITH WATER AND PRESSURIZE THE SYSTEM TO 125 PSI. MONITOR THE SYSTEM PRESSURE AT TWO GAUGE LOCATIONS; THE GAUGE LOCATIONS MUST BE AT OPPOSITE ENDS OF THE MAINLINE. WITH THE SAME RESPECTIVE PRESSURES, MONITOR THE GAUGES FOR TWO HOURS.
      - 16.1.2. PVC SOLVENT-WELD PIPE CONNECTIONS SHALL HAVE NO LEAKAGE. GASKETED PIPING SHALL LOSE NO MORE WATER THAN ALLOWED PER THE FLORIDA STATE BUILDING CODE, VOLUME II PLUMBING, PART VI, APPENDIX 'F'. REFER TO THIS SECTION FOR THE FORMULA TO BE USED TO CALCULATE THE MAXIMUM ALLOWABLE WATER LOSS DURING THE TESTING TIME.
      - 16.1.3. REPAIR ALL LEAKS AND RETEST MAINLINE PIPING UNTIL THE TEST IS SUCCESSFUL.
      - 16.1.4. LATERAL PIPE MUST BE FILLED AND VISUALLY CHECKED FOR LEAKS. ANY LEAKS DETECTED MUST BE REPAIRED. NO PRESSURE TEST OF THE LATERAL LINES IS REQUIRED.
    - 16.2. FLUSHING:
      - 16.2.1. PRIOR TO THE PLACEMENT OF HEADS, FLUSH ALL LINES FOR A MINIMUM OF 10 MINUTES OR UNTIL LINES ARE COMPLETELY CLEAN OF DEBRIS, WHICHEVER IS LONGER.
      - 16.2.2. USE SCREENS IN HEADS AND ADJUST HEADS FOR PROPER COVERAGE AVOIDING EXCESS WATER ON WALLS, WALKS AND PAVING.
    - 16.3. OPERATIONAL TESTING:
      - 16.3.1. UPON COMPLETION OF BACKFILLING, FINISH GRADING AND CONTOURING, TEST THE ENTIRE SYSTEM FOR PROPER OPERATION, INCLUDING ELECTRICALLY ACTUATING THE REMOTE CONTROL VALVES. RUN EACH ZONE UNTIL WATER BEGINS TO PUDDLE OR RUN OFF. THIS WILL ALLOW DETERMINATION OF THE NUMBER OF IRRIGATION START TIMES NECESSARY TO MEET THE WEEKLY EVAPOTRANSPIRATION REQUIREMENTS OF THE PLANTING MATERIAL IN EACH ZONE. IN SANDY SOILS NO PUDDLING WILL OCCUR. IN THESE CASES, CALCULATE THE REQUIRED RUN TIMES.
      - 16.3.2. ONCE THE MAINLINE AND LATERAL LINES HAVE PASSED THEIR RESPECTIVE TESTS AND THE SYSTEM IS COMPLETELY OPERATIONAL, A COVERAGE TEST AND DEMONSTRATION OF THE SYSTEM IS REQUIRED. THE IRRIGATION CONTRACTOR MUST DEMONSTRATE TO THE OWNER OR HIS/HER REPRESENTATIVE THAT PROPER COVERAGE IS OBTAINED AND THAT THE SYSTEM WORKS AUTOMATICALLY FROM THE CONTROLLER. THIS DEMONSTRATION REQUIRES THAT EACH ZONE BE TURNED ON IN THE PROPER SEQUENCE AS SHOWN ON THE PLANS FROM THE CONTROLLER. EACH ZONE WILL BE INSPECTED FOR PROPER COVERAGE AND FUNCTION. THE DETERMINATION OF PROPER COVERAGE AND FUNCTION WILL BE SOLELY DETERMINED BY THE OWNER OR OWNER'S REPRESENTATIVE.

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
*Check positive response codes before you dig!*

PERMIT SET


cma
chen moore and associates
3150 SW 38th Avenue
Suite 950
Miami, FL, 33146
786.497.1500
www.chenmoore.com


REGISTRATION

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY: Eric D Harrison
ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

REGISTERED LANDSCAPE ARCHITECT ERIC DOUGLAS HARRISON LA 6667129 STATE OF FLORIDA

THE ABOVE NAMED LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE THIS SHEET IN ACCORDANCE WITH RULE 61G10-11.011, F.A.C.

SIGNATURE DATE: 4/23/2026

CLIENT

BAY HARBOR ISLANDS

PROJECT INFORMATION

**9600 W. BAY HARBOR DR. KAYAK PARK**

BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER
25-0326.00012

CLIENT PROJECT NUMBER

VERIFY SCALES
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/28/2025 | TOWN COMMENTS |
| 2 | 4/23/2026 | AS-04 DESIGN REVISIONS |

DATE OF ISSUE
OCTOBER 2025

DESIGNED BY
JC

DRAWN BY
JC

CHECKED BY
EDH

DRAWING TITLE

**IRRIGATION SPECIFICATIONS**

DRAWING NUMBER
**L3.03**
17 OF 26


Plot Date: 4/23/2026 4:33:53 PM Username: lfarfan Layout Name: L3.03
Folder Path: V:\Projects\2025\25-0326.00012 - 96th Street Kayak Park Renovation Design\Design\CAD\Sheets Filename: 25-0326.00012 Irrigation Plan.dwg

**AGENDA ITEM REPORT**
August 19, 2026

**ITEM NUMBER: 29.**

**ITEM:** Discussion and possible action regarding the naming of the "Kayak Park". Town Manager

**DESCRIPTION:**

**RECOMMENDED ACTION:**

---

**FINANCIAL ANALYSIS:**

**BUDGET IMPACT:**

---

Submitted By: Lindsley Noel, Town Manager

**ATTACHMENTS**
None

**AGENDA ITEM REPORT**
August 19, 2026

**ITEM NUMBER: 31.**

**ITEM:** Discussion and possible action to consider an extended construction hour fee proposal. Town Manager

**DESCRIPTION:**

**RECOMMENDED ACTION:**

---

**FINANCIAL ANALYSIS:**

**BUDGET IMPACT:**

---

Submitted By: Lindsley Noel, Town Manager

**ATTACHMENTS**

| | |
|---|---|
| 1. | Request for Extended Construction Hours 10290 EBHD 8.14.26 |

BERCOW
RADELL
FERNANDEZ
LARKIN +
TAPANES
ZONING, LAND USE AND
ENVIRONMENTAL LAW

200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131

**www.brzoninglaw.com**

305.377.6236 office
305.377.6222 fax
mamster@brzoninglaw.com

**VIA ELECTRONIC MAIL**

August 14, 2026

Lindsley Noel, Town Manager
Town of Bay Harbor Islands
1045 95 Street
Bay Harbor Islands, Florida 33154

Re: Proposed Extended Construction Hours Agreement for 10290 East Bay Harbor Drive, Bay Harbor Islands, FL, 33154

Dear Mr. Noel:

Our client, CHBH 103RD STREET LLC (the "Owner"), is the owner of the property located at 10290 East Bay Harbor Drive (the "10290 Property"). Pursuant to Building Permit No. B24-000607, the 10290 Property is currently under construction to be developed with a sixty-three (63)[1] unit multifamily residential project (the "10290 Project"). Please allow this letter to serve as the Owner's proposed terms and conditions in connection with an approval of extended construction hours.

Extended Construction Hours. Construction of the 10290 Project began in February 2026. The Owner requests extended hours to expedite the overall construction timeframe, first for all work and then for interior work only.

*First Phase*. Extended construction timeframe for the initial phase of the 10290 Project, including exterior work, is Monday through Friday from 7:00 a.m. to 7:00 p.m., and on Saturdays from 8:00 a.m. to 5:00 p.m. The actual extended construction hours being 7:00 am to 9:00 am and 6:00 pm to 7:00 pm Monday through Friday and 8:00 am to 5:00 pm Saturday.

*Second Phase*. Upon substantial completion of exterior work on the 10290 Project, when mainly work is limited to interior work, the extended construction hours for the 10290 Project

[1] Originally approved at seventy-seven (77) units, the Owner is processing an administrative revision to reduce to sixty-three (63) units.

become 7:00 am to 9:00 am and 6:00 pm to 7:00 pm Monday through Friday and 7:00 am to 7:00 pm Saturday. With these extended hours, the Owner anticipates completion of the 10290 Project by December 31, 2028.

| | First Phase | | Second Phase | |
|---|---|---|---|---|
| Timeframe | Overall Hours | Actual Extended Hours | Overall Hours | Actual Extended Hours |
| Monday – Friday | 7 am to 7 pm | 7 – 9 am and 6 to 7 pm | 7 am to 7 pm | 7 – 9 am and 6 to 7 pm |
| Saturday | 8 am to 5 pm | 8 am to 5 pm | 7 am to 7 pm | 7 am to 7 pm |

Extended Hours Fee. In consideration for the Town Council's approval of the extended construction hours for the 10290 Project, the Owner voluntarily offers a contribution in the amount of $400,000 to the Town to be paid to the Town immediately prior to issuance of the first monthly permit for the extended hours (see more details below). The purpose of the contribution is to assist the Town with the replacement of the existing sidewalk pavers along Kane Concourse from West Bay Harbor Drive to East Bay Harbor Drive and the first fifteen (15) feet extending from each intersection. See attached plan and estimate.

Monthly Permit Application. The Owner and Owner's General Contractor (the "Contractor") shall submit an Extended Hours Construction Permit Application to the Town on a monthly basis for review and approval, as a condition of maintaining the extended working hours.

Monthly Coordination with Town Manager. The Owner's representative and Contractor shall be available to meet with the Town Manager, or the Town Manager's designee, at least once every thirty (30) days to coordinate construction operations, provide updates regarding the status of the Project, and address any concerns raised by the Town.

Compliance with Town Regulations. The Owner, Contractor, subcontractors, and all persons performing work at the Property shall comply with all applicable Town ordinances, permit conditions, approvals, and regulatory requirements, including the Town's noise ordinance. In the event of noise concerns, ordinance violations, or other issues requiring Town review, the Town Manager shall have the authority to suspend or revoke the extended working hours approval.

We would appreciate your placing this request on the August 19 Town Council agenda. Should you have any questions, comments, or require additional information, please contact me at (305) 377-6236.

Very truly yours,

Matthew Amster

Attachment

cc: James Curnin
Maritza Haro Salgado, Esq.
Zakary S. Benjelloun, Esq.

CONSTRUCTION SERVICES LLC.

# QUOTE

| | |
|---|---|
| Contractor: | **Clara Homes** |
| Project. | **Stamped sidewalk at 96ST, Bay Harbor** |
| Requisition Date | 7/23/2026 |
| Address | |

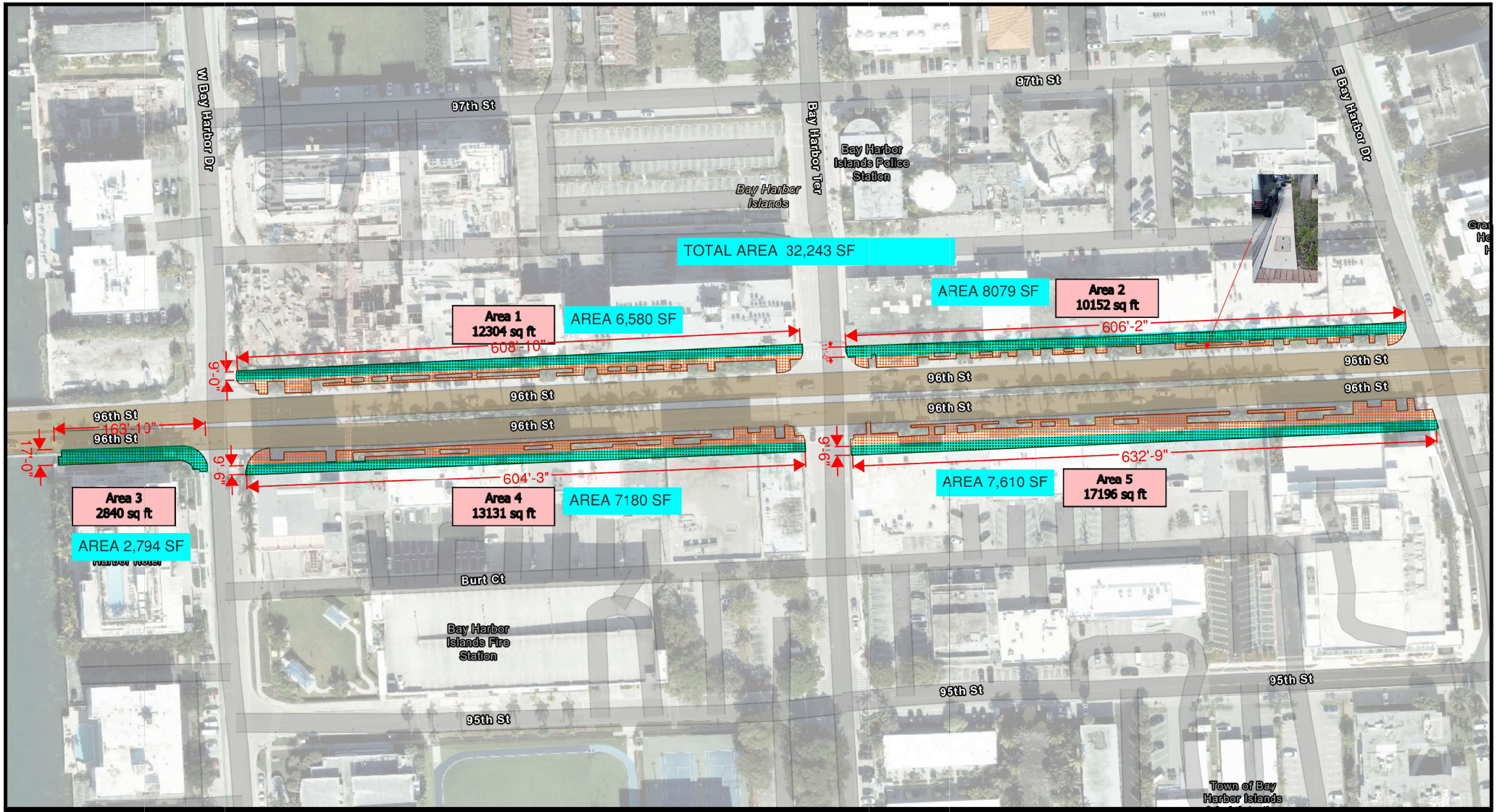
Company Address. 2530 SW 87TH AVENUE SUITE M, MIAMI, FL. 33165
Phone Number +1 786 362 5001
Email. rrodriguez@orcscorp.com CGC 1525284

| Description | Sq-ft | Rate | Amount |
|---|---|---|---|
| **Demolition as shown on below in orange hightliter sidewalks:**<br><br>The existing paver sidewalk will be demolished and removal from the site.<br><br>Haul of all debris due to demolition is included.<br><br>**Concrete:**<br><br>Supervision, Form, grading & compaction, stamped concrete pour, finishing & stripping: new 4" thick sidewalk, in two colors , Miami Beach #5 & Yellow #3). Attached the stamp pattern.<br><br>If other colors or patterns are desired then the price will be revised.<br><br>The existing grade will be used, import of extra lime rock material is not included<br><br>Cleaning on daily basis to ensure safety and housekeeping<br>Street Flagman during the work is included.<br><br>All work will be performed at nights M-F. No Weekend included.<br><br>**Exclusions:**<br><br>Any special inspection, concrete testing, MOT, Police officer, or permit fee.<br><br>**Price is valid until 9/30/2026** | | | |

| | |
|---|---|
| **Total** | **$ 378,000.00** |

Authorized Signature & Seal

By. Joel Guerrero.




BAY HARBOR ISLANDS

# BAY HARBOR ISLANDS

## AREA OF BRICK PAVER SIDEWALKS ALONG KANE CONCOURSE WITHIN THE EAST ISLAND

LEGEND

Pavers Area

**Total Area**
**55623 sq ft**

N

0 50 100 200
Feet

ARDURRA

Builders

# *Colorblend®* CONCRETE AND MORTAR COLORS

## When Using Gray Portland Cement

AUTUMN BROWN 1#

AUTUMN BROWN 5#

BRIGHT RED 3#

BRIGHT RED 5#

CHOCOLATE 3#

DARK BUFF 3#

DARK BUFF 5#

735 BROWN 3#

735 BROWN 5#

CHOCOLATE 5#

Green

DARK RED 5#

DARK RED 3#

JET BLACK 1#

JET BLACK 3#

MAHOGANY 5#

MAHOGANY 3#

LIGHT BUFF 6#

LIGHT BUFF 4#

JET BLACK 5#

MIAMI BEACH 1#

MIAMI BEACH 5#

ULTRAMARINE 2#

MESA BUFF 1#

MESA BUFF 3#

10285 RED 3#

10285 RED 5#

RUST BROWN 5#

RUST BROWN 3#

TERRACOTTA 3#

SANDSTONE 3#

SANDSTONE 1#

YELLOW 5#

YELLOW 3#

TERRACOTTA 5#

Ebony Black 2#

Ebony Black 3#

**Color samples shown here are produced with 94 lbs. of Gray Portland Cement, adding the shown amount of color pigment to each sample. Your results may vary based on type of cement used, aggregates and water sources. See directions for use on the back of this chart for consistent results. This chart is for illustration purposes only, always make you own sample first to check your actual colors which may differ from these printed samples.**

Builders Construction Products Pompano Beach, Florida (954)-657-8812
www.Builderscolor.com

# DIRECTIONS FOR USING COLORS.

## Product description:

Integral concrete coloring is the best way to pigment formed or flatwork concrete. Coloring is provided all the way throughout the paste allowing for joints and tooling to show their full depth in color. It is the only way to pigment formed architectural concrete.

**ColorBlend® Concrete and Mortar Colors** are made from premium iron oxides blended and factory, packaged in 50-lbs. bags, 5-lbs. and 25-lbs. boxes.

Concrete Colors are complemented with clear curing and sealing compounds or penetrating water repellents, necessary for maintaining color consistency, assuring protection against the elements for concrete durability. Unprotected colored concrete will produce efflorescence and is also easily stained if left unprotected against moisture and dirt.

## Short specification guideline

1. Pigments shall conform to ASTM C-979 Iron Oxides durable under UV exposure and usable in interior and exterior applications. Dosages shall be according to amounts required to achieve selected colors.
2. A representative sample from the contractor shall be submitted for final selection, color approval, texture and finish.
3. All color concrete is to be cured and sealed after the finishing process with a suitable curing and sealing product or water repellent as recommended by the color manufacturer and approved by the Architect.

## Best practices for color consistency

- Proportion concrete with a good aggregate gradation producing good workability and low bleeding, maintaining a slump not to exceed 5", unless an approved high range water reducing chemical admixture is required to convey and place the concrete.
- Producer of the color concrete should insure all concrete ingredients are from the same source throughout the whole job.
- Once mix workability is established and while the finishing operation is ongoing, do not add any water into the mix or the surfaces.
- Consolidate concrete surfaces to provide enough surface paste able to cover coarse concrete aggregate near the surface.
- Substrate should be an even layer of moist granular sand base, maintaining the same moisture contents throughout.
- Cure concrete as soon as it is practical, but to exceed 1 hour after final set.
- When pouring on vapor barriers, it is recommended to place an even 4" layer of moist sand base above the barrier and before the reinforcement.
- Cure and seal concrete before cutting any joints.
- Do not attempt to cure color concrete using curing blankets or protective covers such as plastic, paper, plywood or any other materials as staining will occur.

## Directions for use on Precast, Mortar and Stucco:

Dosages are calculated per bag of cement. Amount of pigment needed is determined by weight only, volumetric methods do not produce dependable color consistency from batch to batch. Mortars and Stucco shall not be board re-tempered using additional water. Do not wet sponge color surfaces unless color muddle and swirling is purposely anticipated. Fog cure keeping nozzles away from colored surfaces, best to use a topical cure & seal coating. Special needs of small and large bulk packaging of our coloring systems is available from your distributor. Call our office for customer support.

## Directions for cleaning and protection:

Avoid using harsh acidic cleaners that will expose the fines on the surfaces. Heavy duty biodegradable detergent cleaners are available to clean most situations without damaging the color or surfaces. Penetrating water repellents and chemical hardeners are available for formed concrete and the maintenance of pavers and other unsealed surfaces where a coating is not desired.

## Safety:

Iron oxides have not been classified as a hazardous material. Keep away from children and pets. Dispose of used materials and all packaging in a responsible way. Wear eye and skin protection. Avoid breathing dust. Wash off with soap and water. For external use only.

Builders Construction Products Pompano Beach, Florida (954)-657-8812

www.Builderscolor.com