

BAL HARBOUR

- V I L L A G E -

Mayor Jeffrey P. Freimark
Vice Mayor Seth E. Salver
Councilman David J. Albaum
Councilman Buzzy Sklar
Councilman David Wolf

Village Manager Jorge M. Gonzalez
Village Clerk Dwight S. Danie
Village Attorneys Weiss Serota
Helfman Cole & Bierman, P.L.

Bal Harbour Village Council

Regular Council Meeting Agenda

December 13, 2022

At 6:30 PM

Bal Harbour Village Hall • 655 - 96th Street • Bal Harbour • Florida 33154

This meeting will be conducted in-person. In order to minimize exposure to the Coronavirus to Councilmembers and members of the public, the meeting will also broadcast on the Village's website (www.balharbourfl.gov). Members of the public are also encouraged to participate by email (meetings@balharbourfl.gov) or by telephone at 305-865-6449.

BHV Who We Are, Vision, Mission, Values / The Bal Harbour Experience
[The Bal Harbour Experience.pdf](#)

CALL TO ORDER/ PLEDGE OF ALLEGIANCE

REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

PRESENTATIONS AND AWARDS

PA1 Certificate of Appreciation - Resort Tax Committee
Rose Schreiber

CONSENT AGENDA

C6 - COUNCIL MINUTES

November 21, 2022 Induction Meeting Minutes
November 22, 2022 Regular Council Meeting Minutes
[VillageCouncilInductionMeetingMinutes_November21_2022_ADA.pdf](#)
[VillageCouncilRegularMeetingMinutes_November22_2022_ADA.pdf](#)

C7 - RESOLUTIONS

- C7A** Ratification of the General Employees Retirement Board Election Results
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, ACCEPTING AND ADOPTING THE CERTIFICATION OF THE RESULTS OF THE DECEMBER 2, 2022 GENERAL EMPLOYEES' RETIREMENT BOARD ELECTION FOR BAL HARBOUR VILLAGE.
[Item Summary - Ratification of GERB Election Results ADA.pdf](#)
[Council Memo - Ratification of GERB Election Results ADA.pdf](#)
[Resolution - Ratification of GERB Election Results ADA.pdf](#)
[Attachment - Certification of Election Results GERB ADA.pdf](#)
- C7B** Ratification of the Police Officers Retirement Board Election Results
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, ACCEPTING AND ADOPTING THE CERTIFICATION OF THE RESULTS OF THE DECEMBER 2, 2022 POLICE OFFICERS' RETIREMENT BOARD ELECTION FOR BAL HARBOUR VILLAGE.
[Item Summary - Ratification of PORB Election Results ADA.pdf](#)
[Council Memo - Ratification of PORB Election Results ADA.pdf](#)
[Resolution - Ratification of PORB Election Results ADA.pdf](#)
[Attachment - Certification of Election Results PORB ADA.pdf](#)
- C7C** Police Officers Retirement Board Re-Appointments
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RE-APPOINTING MEMBERS TO THE VILLAGE'S POLICE OFFICERS' RETIREMENT BOARD; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.
[Item Summary - Police Officers Retirement Board Re-Appointments ADA.pdf](#)
[Council Memo - Police Officers Retirement Board Re-Appointments ADA.pdf](#)
[Resolution - Police Officers Retirement Board Re-Appointments ADA.pdf](#)
- C7D** Resort Tax Committee Collectors Re-Appointments
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RE-APPOINTING MEMBERS TO THE TWO SEATS ON THE RESORT TAX COMMITTEE OCCUPIED BY ENTITIES THAT COLLECT THE RESORT TAX; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.
[Item Summary - RTC Collectors Re-Appointment ADA.pdf](#)
[Council Memo - RTC Collectors Re-Appointment ADA.pdf](#)
[Resolution - RTC Collectors Re-Appointment ADA.pdf](#)
- C7E** Architectural Review Board Re-Appointments and New Appointment
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RE-APPOINTING CURRENT MEMBERS, AND APPOINTING A NEW MEMBER TO THE VILLAGE'S ARCHITECTURAL REVIEW BOARD (ARB); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - ARB Re-Appointments and New Appointment ADA.pdf](#)
[Council Memo - ARB Re-Appointments and New Appointment ADA.pdf](#)
[Resolution - ARB Re-Appointments and New Appointment ADA.pdf](#)
[Attachment - Professional Resume - Jose L. Gomez ADA.pdf](#)

C7F Special Master Re-Appointments

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RATIFYING THE RE-APPOINTMENTS OF VALERIE RENNERT AND JONI BLACHAR TO SERVE AS SPECIAL MASTERS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Special Master Re-Appointments ADA.pdf](#)
[Council Memo - Special Master Re-Appointments ADA.pdf](#)
[Resolution - Special Master Re-Appointments ADA.pdf](#)

C7G Civil Engineering Review Services

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND CORDOVA, RODRIGUEZ AND ASSOCIATES, INC. TO PROVIDE CIVIL ENGINEERING AND PLANNING AND ZONING PLANS REVIEW AND INSPECTION SERVICES ON AN AS NEEDED BASIS TO MEET THE BUILDING DEPARTMENT'S LEVEL OF SERVICE GOALS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Civil Engineering Review Services ADA.pdf](#)
[Council Memo - Civil Engineering Review Services ADA.pdf](#)
[Resolution - Civil Engineering Review Services ADA.pdf](#)
[Attachment - Professional Services Agreement ADA.pdf](#)
[Attachment - Exhibit A - CRA Proposal #22P659 ADA.pdf](#)

C7H Water and Sewer Rate Analysis

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH THE BALMORAL GROUP FOR PREPARATION OF A WATER AND WASTEWATER RATE ANALYSIS TO SUPPORT PLANNED CAPITAL IMPROVEMENTS AND IDENTIFY FUTURE OPERATIONAL COSTS OF THE VILLAGE'S POTABLE WATER AND WASTEWATER MANAGEMENT SYSTEMS AT A COST NOT TO EXCEED FORTY THOUSAND FOUR HUNDRED FORTY-SIX DOLLARS (\$40,446), INCLUSIVE OF A SEVEN PERCENT (7%) CONTINGENCY ALLOCATION IN THE AMOUNT OF TWO THOUSAND SIX HUNDRED FORTY SIX (\$2,646) DOLLARS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Water & Sewer Rate Analysis ADA.pdf](#)
[Council Memo - Water and Sewer Rate Analysis ADA.pdf](#)
[Resolution - Water and Sewer Rate Analysis ADA.pdf](#)
[Attachment - Proposal from The Balmoral Group, Inc. ADA.pdf](#)
[Attachment - Balmoral Group Professional Services Agreement ADA.pdf](#)

R7 - RESOLUTIONS

R7A Council Meeting Dates 2023

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; SETTING COUNCIL MEETING DATES FOR THE 2023 CALENDAR YEAR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Council Meeting Dates 2023 ADA.pdf](#)

[Council Memo - Council Meeting Dates 2023 ADA.pdf](#)

[Resolution - Council Meeting Dates 2023 ADA.pdf](#)

[Attachment - Council Meeting Dates 2023 Calendar ADA.pdf](#)

R7B Unity of Title - Bal Harbour Shops and County

A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA APPROVING A UNITY OF TITLE, SUBMITTED BY BAL HARBOUR SHOPS, LLC, FOR THE BAL HARBOUR SHOPS, BAL HARBOUR FLORIDA, TO COMBINE TWO LOTS INTO ONE LOT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

[Item Summary - Unity of Title ADA.pdf](#)

[Council Memo - Unity of Title ADA.pdf](#)

[Resolution - Unity of Title ADA.pdf](#)

[Attachment - Exhibit 1 Unity of Title ADA.pdf](#)

R7C Performance Bonus

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING DISBURSEMENT OF VILLAGE GENERAL EMPLOYEE AND VILLAGE MANAGER PERFORMANCE BONUSES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Performance Bonus ADA.pdf](#)

[Council Memo - Performance Bonus ADA.pdf](#)

[Resolution - Performance Bonus ADA.pdf](#)

[Attachment - Village Manager Annual Report 2021-2022 ADA.pdf](#)

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

R9A - PUBLIC COMMENT

R10 - VILLAGE MANAGER REPORT

R11 - VILLAGE CLERK REPORT

R11A Lobbyist Report

[R11A1_Lobbyist Registration Report as of December7_2022_ADA.pdf](#)

R11B Committee Appointments

[Committee Appointees - December7_2022_ADA.pdf](#)

R12 - VILLAGE ATTORNEY REPORT

R12A Village Attorney Report

[Monthly Attorney Report November 2022 ADA.pdf](#)

R12B Request for Attorney-Client Session with Village Council Regarding Bellini Condominium Association, Inc. v. Village of Bal Harbour, Case No. 2022-77-AP-01

[Executive Session Public Notice_December13_2022_ADA.pdf](#)

END OF REGULAR AGENDA

ADJOURNMENT

One or more members of any Village Committee/Board may attend this meeting of the Council and may discuss matters which may later come before their respective Boards/Committees.

The New Business and Council Discussion Section includes a section for Public Comment. On public comment matters, any person is entitled to be heard by this Council on any matter; however, no action shall be taken by the Council on a matter of public comment, unless the item is specifically listed on the agenda, or is added to the agenda by Council action.

Any person who acts as a lobbyist, pursuant to Village Code Section 2-301 (Lobbyists), must register with the Village Clerk, prior to engaging in lobbying activities before Village staff, boards, committees, and/or the Village Council. A copy of the Ordinance is available in the Village Clerk's Office at Village Hall.

If a person decides to appeal any decision made by the Village Council with respect to any matter considered at a meeting or hearing, that person will need a record of the proceedings and, for such purpose, 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 (F.S. 286.0105).

All persons who need assistance or special accommodations to participate in virtual meetings please contact the Village Clerk's Office (305-866-4633), not later than two business days prior to such proceeding.

In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this proceeding because of that disability should contact the Village Clerk's Office (305-866-4633), not later than two business days prior to such proceeding.

All Village Council meeting attendees, including Village staff and consultants, are subject to security screening utilizing a metal detector and/or wand, prior to entering the Council Chamber, Conference Room, or other meeting area located within Village Hall. This is for the safety of everyone. Thanks for your cooperation.

BAL HARBOUR

- V I L L A G E -

Mayor Gabriel Groisman
Vice Mayor Seth E. Salver
Councilman David J. Albaum
Councilman Jeffrey P. Freimark
Councilman Buzzy Sklar
Councilman Elect David Wolf

Village Manager Jorge M. Gonzalez
Village Clerk Dwight S. Danie
Village Attorneys Weiss Serota
Helfman Cole & Bierman, P.L.

Bal Harbour Village Council INDUCTION MEETING MINUTES

November 21, 2022

At 6:30 PM

Bal Harbour Village Hall • 655 - 96th Street • Bal Harbour • Florida 33154

This meeting was conducted in-person. In order to minimize exposure to the Coronavirus to Councilmembers and members of the public, the meeting was also broadcast on the Village's website (www.balharbourfl.gov). Members of the public were also encouraged to participate by email (meetings@balharbourfl.gov) or by telephone at 305-865-6449.

- 1 CALL TO ORDER / PLEDGE OF ALLEGIANCE** - Mayor Gabriel Groisman called the meeting to order at 10:21 A.M.

The following were present:

Mayor Gabriel Groisman
Vice Mayor Seth Salver
Councilman Jeffrey Freimark
Councilman Buzzy Sklar
Councilman David Albaum

Also present:

Jorge M. Gonzalez, Village Manager
Dwight S. Danie, Village Clerk
Susan Trevarthen, Village Attorney

The Bal Harbour Police Department Honor Guard presented the colors after which Mayor Groisman led the Pledge of Allegiance.

- 2 INVOCATION** - Rabbi Sholom Lipsker delivered the invocation.

- 3 SPECIAL PRESENTATIONS**

Mayor Groisman presented a proclamation to his wife Lisa, proclaiming November 21, 2022 to be Lisa Falic-Groisman Day.

4 RATIFICATION OF VILLAGE CLERK'S CERTIFICATION OF ELECTION RESULTS

- 4.1** RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, ACCEPTING AND ADOPTING THE CERTIFICATE OF THE RESULTS OF THE NOVEMBER 8, 2022 GENERAL MUNICIPAL ELECTION FOR BAL HARBOUR VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that it was a ministerial act, ratifying the Village Clerk's certification of the election of three councilmembers, Seth E. Salver, Buzzy Sklar and David Wolf.

MOTION: A motion to approve the resolution was moved by Vice Mayor Seth Salver and seconded by Councilman Buzzy Sklar.

VOTE: The Motion passed by unanimous voice vote (50).

Mr. Gonzalez recognized Mayor Groisman's contributions to Bal Harbour Village saying that he would be missed.

Mayor Groisman shared his thoughts from his role as Mayor and the accomplishments of the Village throughout his term including infrastructure projects, a new jetty project, a waterfront park, a new Village Hall, a new Public Works building, the Bal Harbour Shops Development Agreement saying that the Council's ability to stay focused was a major factor.

He spoke of the Village's efforts in support of Autism awareness, and actions against Anti-Semitism, and the getting through difficult times presented by hurricanes, the collapse of the Champlain Tower and COVID.

He concluded in saying that it was an honor of a lifetime to serve.

5 OATH OF OFFICE OF NEWLY ELECTED / RE-ELECTED COUNCILMEMBERS

The Village Clerk provided the Oath of Office to Councilman Seth Salver, Councilman Buzzy Sklar and Councilman David Wolf.

Councilman Salver thanked the people of Bal Harbour for electing him to an additional term. He said his intent is to serve the community and make it the best community in South Florida. He gave credit to fellow councilman saying that high functioning teamwork made all the Village's accomplishments possible.

Councilman Buzzy Sklar, thanked his wife and children, the Village Manager, the Village Clerk, the Police Department and Staff saying that he was looking forward to spending four more years with amazing group of people and a great Council. He concluded saying that it truly was an honor to serve Bal Harbour.

Councilman Wolf said that it was an honor to represent the Village, and his neighborhood. He thanked his family and friends for their support and enthusiasm on his campaign. and said that he was looking forward to working with an impressive Council and doing excellent things for the community.

6 APPOINTMENT OF TEMPORARY CHAIRPERSON

After his appointment as temporary Chair, Mr. Gonzalez explained the rules of procedure that would be used to elect the Mayor.

7 ELECTION OF MAYOR

Mr. Gonzalez called for nominations for Mayor.

Councilman Albaum nominated Councilman Sklar for Mayor. Councilman Sklar accepted the nomination.

Councilman Wolf nominated Councilman Freimark for Mayor. Councilman Freimark accepted the nomination.

There were no further nominations.

Councilmembers voted handing results to the Village Clerk who then read the results. Councilman Freimark received the highest number of votes, and was elected as Mayor of Bal Harbour Village.

- 7.1** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, RATIFYING THE ELECTION OF A MAYOR OF THE VILLAGE FROM NOVEMBER 2022 THROUGH NOVEMBER 2024; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item.

MOTION: A motion to approve the resolution was moved by Councilman Wolf and seconded by Councilman Seth Salver.

VOTE: The Motion passed by unanimous voice vote (5-0).

8 OATH OF OFFICE - MAYOR

The Village Clerk provided the Oath of Office to Mayor Jeffrey P. Freimark.

Mayor Freimark thanked everyone for their support and confidence in him. He said that he was looking forward to continuing to work with this team to drive the Village forward with all the exciting elements to be working towards.

9 ELECTION OF VICE MAYOR

Mr. Gonzalez opened the floor to nominations for Vice Mayor.

Mayor Freimark nominated Councilman Salver for Vice Mayor.

He added for the record that, at the Council's previous retreat, he had agreed that if he were to be successful in becoming Mayor, that we would serve 2-years, then run for re-election, and then support Vice Mayor Salver in a bid to become Mayor.

Councilman Salver accepted the nomination.

As there were no further nominations, Councilman Salver was elected Vice Mayor of Bal Harbour Village.

- 9.1** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, RATIFYING THE ELECTION OF A VICE MAYOR OF THE VILLAGE FROM NOVEMBER 2022 THROUGH NOVEMBER 2024; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item.

MOTION: A motion to approve the resolution was moved by Vice Mayor Seth Salver and seconded by Mayor Jeffrey Freimark.

VOTE: The Motion passed by unanimous voice vote (5-0).

10 OATH OF OFFICE - VICE MAYOR

The Village Clerk then provided the Oath of Office to Vice Mayor Seth W. Salver.

12 ADJOURN - The meeting was adjourned at 11:13 AM.

Mayor Jeffrey Freimark



Attest:

Dwight S. Danie, Village Clerk

BAL HARBOUR

- V I L L A G E -

Mayor Jeffrey P. Freimark
Vice Mayor Seth E. Salver
Councilman David J. Albaum
Councilman Buzzy Sklar
Councilman David Wolf

Village Manager Jorge M. Gonzalez
Village Clerk Dwight S. Danie
Village Attorneys Weiss Serota
Helfman Cole & Bierman, P.L.

Bal Harbour Village Council

Regular Council Meeting Minutes

November 22, 2022

At 6:30 PM

Bal Harbour Village Hall • 655 - 96th Street • Bal Harbour • Florida 33154

This meeting was conducted in-person. In order to minimize exposure to the Coronavirus to Councilmembers and members of the public, the meeting was also broadcast on the Village's website (www.balharbourfl.gov). Members of the public were also encouraged to participate by email (meetings@balharbourfl.gov) or by telephone at 305-865-6449.

CALL TO ORDER/ PLEDGE OF ALLEGIANCE- Vice Mayor Salver called the meeting to order at 6:32 P.M.

The following were present:

Mayor Jeffrey Freimark
Vice Mayor Seth Salver
Councilman David Albaum
Councilman Buzzy Sklar
Councilman David Wolf

Also present:

Jorge M. Gonzalez, Village Manager
Dwight S. Danie, Village Clerk
Susan Trevarthen, Village Attorney

He then described the events planned for this evening in honoring Gabriel Groisman for leadership as Mayor of Bal Harbour Village.

PRESENTATIONS AND AWARDS

PA1 Mayor Groisman Recognition / Farewell

Mayor Freimark congratulated all those who were re-elected and welcomed Councilman Wolf, as a newly elected member of the Council saying that he was look forward to working with the new Council moving forward.

He then expressed is admiration to Gabriel Groisman for what he brought to Bal Harbour and the greater community and how he elevated the Office of Mayor and how he led the Village through difficult times with grace, intelligence and empathy.

Councilman Sklar said that he respects Gabriel Groisman (Gabe) for his sage advice and he admired his strong leadership through difficult times and through helping bring about amazing projects, like the Jetty. He thanked Gabe saying that he will be doing much bigger things for the future of his family, Bal Harbour and our country.

Councilman Albaum said that, in the future, when his is in a quandary, he would ask himself "What would Gabe Do?"

Councilman Wolf said that he admired Gabe's leadership and that he would continue to be a great friend father and community leader and will continue to make us proud.

Vice Mayor Salver said when he first met Gabe it was so clear that he had to offer so much for the Village. He said Gabe was a great example of what it is to be Mayor, a councilmember, a public servant, and a family man.

Mr. Gonzalez said that Gabe up there with the best Mayors that he has had the opportunity to work with and that he should be proud of what he's accomplished, of how he handled himself, and how he has left Bal Harbour in a much better place. He then introduced a short video edited by Village staff showing highlights of his eight years in office. The former Mayor was then presented with first edition of a Bal Harbour Village coffee table book, a Gavel plaque, and Key to the City.

Yona Amelie, Rachel Noa, Alexandra Liel, Rebecca Tzofia, and Nira Abigail Groisman then presented a video showing highlights of their father's years of service as Mayor of Bal Harbour, and his leadership and advocacy for the local, national, and international Jewish community, after which they and his wife, Lisa Falic-Groisman, were presented with flowers and a vase.

Gabriel Groisman said that anyone can stand up for something once, but if you really want to make a difference, you have to stand up for it over and over and over again. He thanked all for their support and their belief in him. He thanked the police of Bal Harbour for their sacrifice and commitment. He gave special acknowledgment to former police chiefs, Chief Mark Overton and Chief Miguel de la Rosa and their families.

He said he felt very accomplished for all the work we have done together and felt that his service to the Community was worth it. He then thanked everyone, after which he led the assembly with the Pledge of Allegiance.

REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

This item was heard at 7:13 PM following the Presentations and Awards. Councilman Sklar asked that Agenda Items R7B, R7C, R7D and R7E be combined and considered as one item with one vote.

CONSENT AGENDA

C6 - COUNCIL MINUTES

C6A Regular Council Meeting Minutes - October 25, 2022

C7 - RESOLUTIONS

C7A A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE PURCHASE OF SIX (6) MOBI-MAT ADA ACCESS MATS AT A COST NOT TO EXCEED TWENTY-SIX THOUSAND FORTY-FIVE DOLLARS (\$26,045) FROM DESCHAMPS MATS SYSTEMS, INC.; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

MOTION: A motion to approve the Consent Agenda, was moved by Councilman David Albaum and seconded by Councilman Buzzy Sklar.

VOTE: The Motion passed by unanimous voice vote (5-0).

R7 - RESOLUTIONS

R7A A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING THE FY 2021-2022 BUDGET BY REVISING THE 2021/2022 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE VILLAGE MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that this was an annual housekeeping item mainly to amend the Budget for any departments that have exceeded their budget, adding that the Village is still well under on expenditures and well over on revenue in the aggregate Budget. He said the additional inspection services were added to the Building Department's budget, and hires in the Recreation Department started earlier than originally planned.

There were no comments from the public.

MOTION: A motion to approve the resolution was moved by Councilman Buzzy Sklar and seconded by Councilman David Wolf.

VOTE: The Motion passed by unanimous voice vote (5-0).

- R7B** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH SUZANNE CORBO / CORBO CONSULTING, INC. FOR A ONE-YEAR TERM IN AN AMOUNT NOT TO EXCEED \$57,000; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

- R7C** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH CARMEN FLORIO/ D*LX REP FOR A ONE-YEAR TERM IN AN AMOUNT NOT TO EXCEED \$36,000; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

- R7D** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH ACCOMS LATAM IN AN AMOUNT NOT TO EXCEED \$31,320 FOR A ONE-YEAR TERM; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

- R7E** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH FLAVIA PACHECO GIULIANO/SPOKE COMUNICACAO FOR A ONE-YEAR TERM IN AN AMOUNT NOT TO EXCEED \$40,000; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced items R7B, R7C, R7D and R7E saying that these items, were deferred from the September 13th, 2022 Regular Meeting Agenda, to provide an

opportunity to connect with the Resort Tax Committee (RTC) to ensure that what the Village was doing was proper and in the best interest of the Village.

Councilman Sklar said that, per the request of the Council, he had met with the RTC, and that he was impressed with the Committee. He explained that it was decided to put out an RFP for an overlaying marketing company that will help put an overall plan together and will help with modern marketing techniques.

He said that that these items before the Council are intended to maintain momentum while the new marketing company gets up to speed.

There were no comments from the public.

MOTION: A motion to approve the Resolutions R7B, R7C, R7D and R7E was moved by Councilman Buzzy Sklar and seconded by Vice Mayor Seth Salver.

VOTE: The Motion passed by unanimous voice vote (5-0).

Mayor Freimark thanked Councilman Sklar for taking the lead on this issue.

R7F A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT BETWEEN THE VILLAGE AND ZAMBELLI FIREWORKS MANUFACTURING COMPANY FOR THE PROVISION OF PYROTECHNIC DISPLAYS AT VARIOUS VILLAGE EVENTS FOR A THREE-YEAR TERM IN AN AMOUNT NOT TO EXCEED \$59,000 IN YEAR ONE AND IN AN AMOUNT NOT TO EXCEED \$48,000 IN THE FINAL TWO YEARS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item, acknowledging Councilman Sklar for bringing up concerns regarding the debris left from fireworks displays and the impact on the environment.

Sylvia Flores, Director Recreation Arts and Culture, described the item saying that the vendor agreed to work together with the Village to clean up debris and utilize biodegradable paper-constructed shells. She added that the agreement included displays for New Year's Eve and Independence Day, plus a Waterfront Park opening event.

Councilman Sklar said that it is time to begin thinking about displays during Jetty Construction, to which Mr. Gonzalez said that the new design of the Jetty anticipates fireworks displays, but agreed that displays during construction need to be addressed.

There were no comments from the public.

MOTION: A motion to approve the resolution was moved by Councilman Buzzy Sklar and seconded by Councilman David Wolf.

VOTE: The Motion passed by unanimous voice vote (5-0).

R7G A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT BETWEEN THE VILLAGE AND VERGE INC. FOR THE PROVISION OF A DRONE LIGHT SHOW FOR THE ANNUAL INDEPENDENCE DAY CELEBRATION FOR A ONE-YEAR TERM IN AN AMOUNT NOT TO EXCEED \$50,000; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that the Village has previously explored utilizing drone displays, but the current technology offers a wider field of options with reputable companies. Ms. Flores said that she has been exploring options to enhance the Independence Day event. She presented a video from America's Got Talent, showing Verge Inc. demonstrating drone light show technology.

Councilman Sklar said that he has pushing several years to incorporate this technology for Village events, and that he felt it was important for Bal Harbour to be ahead of the curve, adding that this would set Bal Harbour apart from other communities.

Councilman Wolf agreed that the technology was amazing, and the marketing of this for Bal Harbour would be a huge draw.

Vice Mayor Salver asked if number of drones shown in the demonstration could be utilized in Bal Harbour, to which Ms. Flores said that the agreement calls for using 125 drones, due to space constraints, and that this number would produce a similar show. She said that vendor as assured here that doing this show in a beach environment is feasible, and that wind contains are similar to those for firework displays.

There were no comments from the public.

MOTION: A motion to approve the resolution was moved by Councilman David Wolf and seconded by Councilman Buzzy Sklar.

VOTE: The Motion passed by unanimous voice vote (5-0).

R7H A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING AND APPROVING THE DONATION OF \$5,000.00 OF LAW ENFORCEMENT TRUST FUNDS TO THE ROTARY CLUB OF BAL HARBOUR; AUTHORIZING AND APPROVING THE DONATION OF \$5,000.00 OF LAW ENFORCEMENT TRUST FUNDS TO "DO THE RIGHT THING OF MIAMI, INC."; AUTHORIZING AND APPROVING THE EXPENDITURE OF \$90,388 FOR ACTIVE SHOOTER RESPONSE EQUIPMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that included life-safety equipment for the Police Department. Chief Raleigh Flowers said that active shooter incidents are nationally on the rise, and that he was recommending the replacement of vests with expired expiration dates, the purchase of additional ballistic shields to accommodate every officer, entry tools for barricaded sites, less-lethal shotguns.

Neca Logan (64 Camden Drive) asked is other communities utilized similar equipment, to which Chief Flowers said that they do, but he was unsure if the utilize it for all of their officers.

MOTION: A motion to approve the resolution was moved by Mayor Jeffrey Freimark and seconded by Councilman David Wolf.

VOTE: The Motion passed by unanimous voice vote (5-0).

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

R9A Discussion Item - Meeting Dates - Village Manager Jorge M. Gonzalez

Vice Mayor Salver introduced item saying that it was important for Councilmembers to review their calendars for conflicts. Following a general discussion Councilmembers agreed to consider moving the January meeting to Monday, January 30, 2023 and March meeting to Monday, March 27, 2023 and keeping all other proposed meeting dates as presented. Mr. Gonzalez said that he would explore potential dates for the Council Retreat and present them at the December 13, 2023 Council meeting.

R9B - PUBLIC COMMENT

Lauren Koplowitz, 177 Bal Cross Drive, thanked Gabriel Groisman for all his hard work as Mayor of Bal Harbour and the Civic Association was looking forward to the new Council as assembled.

R10 - VILLAGE MANAGER REPORT

R11 - VILLAGE CLERK REPORT

R11A Lobbyist Report

R12 - VILLAGE ATTORNEY REPORT

R12A Village Attorney Report

END OF REGULAR AGENDA

ADJOURNMENT- The meeting was adjourned at 7:57 PM.

Mayor Jeffrey Freimark



Attest:

Dwight S. Danie, Village Clerk

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, ACCEPTING AND ADOPTING THE CERTIFICATION OF THE RESULTS OF THE DECEMBER 2, 2022 GENERAL EMPLOYEES' RETIREMENT BOARD ELECTION FOR BAL HARBOUR VILLAGE.

Issue:

Ratification of General Employees' Retirement Board Election - Ministerial Action.

The Bal Harbour Experience:

- | | | |
|--|---|--|
| <input type="checkbox"/> Beautiful Environment | <input type="checkbox"/> Safety | <input type="checkbox"/> Modernized Public Facilities/Infrastructure |
| <input type="checkbox"/> Destination & Amenities | <input type="checkbox"/> Unique & Elegant | <input type="checkbox"/> Resiliency & Sustainable Community |
| <input checked="" type="checkbox"/> Other: Election - Ministerial Action | | |

Item Summary / Recommendation:

Bal Harbour Village Code Section 13-34(i) calls for a majority of the members of the General Employees' Pension Plan, to elect two members to the General Employees' Retirement Board. On Friday, November 4, 2022, the Village Clerk solicited names of candidates for the General Employees' Retirement Board for the two available seats.

On Friday, November 18, 2022 the names of two (2) qualified members were received by the Office of the Village Clerk: **Lissandra Almaguer** and **Lourdes Rodriguez**. In that there were no further nominations, the two qualified members were unopposed and were duly elected.

THIS ITEM IS BEFORE THE VILLAGE COUNCIL AS A MINISTERIAL ACTION.

Advisory Board Recommendation:

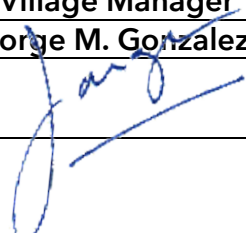
N/A

Financial Information:

	Amount	Account	Account #
	N/A	N/A	N/A

Sign off:

Village Clerk		Village Manager
Dwight S. Danie		Jorge M. Gonzalez

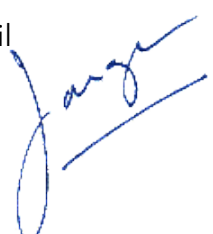


BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: December 13, 2022

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, ACCEPTING AND ADOPTING THE CERTIFICATION OF THE RESULTS OF THE DECEMBER 2, 2022 GENERAL EMPLOYEES' RETIREMENT BOARD ELECTION FOR BAL HARBOUR VILLAGE.**

ADMINISTRATIVE RECOMMENDATION

This item is before the Council as a ministerial action.

BACKGROUND

The General Employees' Retirement Board serves as the plan administrator of the Village of Bal Harbour General Employees' Pension Plan per Bal Harbour Village Code Section 13-34. Bal Harbour Village Code Section 13-48(i) states that " The members of the Village Council and two General Employees, who shall be elected by a majority of the General Employees who are members of the Plan, shall constitute the Retirement Board "

The terms of the two elected members were to expire on December 31, 2022, so on November 4, 2022, the Village Clerk requested nominations for candidates from members of the General Employees' Pension Plan and scheduled an election of December 2, 2022. The names of two (2) qualified members were received by Friday, November 18, 2022.

Since there were no additional names submitted, and being that there are two seats available on the Retirement Board, the names of unopposed candidates did not need to appear on the election ballot and each unopposed candidate was deemed to have voted for herself. The two unopposed members are therefore elected to the two available seats as of the 2nd day of December, 2022, and shall serve two-year terms beginning January 1, 2023.

ANALYSIS

The votes cast were:

Lissandra Almaguer	<u>1</u>
Lourdes Rodriguez	<u>1</u>

THE BAL HARBOUR EXPERIENCE

This item is before the Council as a ministerial action.

CONCLUSION

The Village Clerk has certified that Lissandra Almaguer and Lourdes Rodriguez are hereby declared to be elected to the two member seats of the General Employees' Retirement Board.

ATTACHMENTS:

1. Certification of Election Results.

RESOLUTION NO. 2022-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, ACCEPTING AND ADOPTING THE CERTIFICATION OF THE RESULTS OF THE DECEMBER 2, 2022 GENERAL EMPLOYEES’ RETIREMENT BOARD ELECTION FOR BAL HARBOUR VILLAGE.

WHEREAS, the General Employees’ Retirement Board serves as the plan administrator of the Village of Bal Harbour General Employees’ Pension Plan; and

WHEREAS, the term of the two appointed members were to expire on December 31, 2022; and

WHEREAS, Bal Harbour Village Code Section 13-34(i) of the Village’s Code of Ordinances states that “the members of the Village Council and two General Employees, who shall be elected by a majority of the General Employees who are members of the Plan, shall constitute the Retirement Board;” and

WHEREAS, the Village Clerk solicited names for candidates on November 4, 2022 and scheduled an election on December 2, 2022; and

WHEREAS, the names of two (2) qualified members were received and since there were no additional names submitted, the names of unopposed candidates did not need to appear on the election ballot and each unopposed candidate was be deemed to have voted for herself, and will serve two-year terms beginning January 1, 2023.

WHEREAS, the Village Council has determined it is in the best interest of the Village to accept and adopt the certification of the results of the December 2, 2022 General Employees’ Retirement Board Election.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, AS FOLLOWS:

Section 1. That Lissandra Almaguer and Lourdes Rodriguez are hereby declared to be elected to the two available member seats of the General Employees’ Retirement Board, with the following votes cast:

Lissandra Almaguer _____ 1

Lourdes Rodriguez _____ 1

Section 2. The Certification of the Election Results summarized in Section 1 is hereby accepted and adopted by the Bal Harbour Village Council.

PASSED AND ADOPTED this 13th day of December, 2022.



Mayor Jeffrey Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

BAL HARBOUR

- VILLAGE -

CERTIFICATION AND DECLARATION OF RESULTS OF THE DECEMBER 2, 2022 GENERAL EMPLOYEES' RETIREMENT BOARD ELECTION

STATE OF FLORIDA)
MIAMI-DADE COUNTY)
BAL HARBOUR VILLAGE)

I, Dwight S. Danie, Village Clerk of Bal Harbour Village, Florida, do hereby certify that all necessary legal steps were taken in connection with the conduct of the Bal Harbour Village General Employees' Retirement Board Election scheduled for December 2, 2022, including, though not limited to, the following:

1. On Monday, November 4, 2022:
 - a. The Election to fill the two vacant seats on the General Employees' Retirement Board (Board) occupied by the members of the General Employees' Pension Plan (Plan), per Village Code Section 13-34(i) for fiscal years 2022 through 2024 was scheduled for December 2, 2022.
 - b. The Village Clerk requested from all Plan members nominations of candidates who would be interested in serving on the Board, and requested that they submit their names in writing to the Office of the Village Clerk by Friday, November 18, 2022.
2. On Friday, November 18, 2022:
 - a. At the close of business Friday, November 18, 2022, the Village Clerk had received the names of two (2) qualified Plan members.
 - b. There were no additional names submitted, and being that there are two seats available on the Board, the names of unopposed candidates did not need to appear on the election ballot and each unopposed candidate was deemed to have voted for himself.
3. I further certify and declare that the results of the General Employees' Retirement Board Election scheduled for December 2, 2022 are as follows:

BAL HARBOUR VILLAGE GENERAL EMPLOYEES' RETIREMENT BOARD ELECTION - DECEMBER 2, 2022	
Lissandra Almaguer	1
Lourdes Rodriguez	1

BAL HARBOUR

- VILLAGE -

4. I further certify and declare that:
- a. **Lissandra Almaguer** and **Lourdes Rodriguez** received the most votes cast and are hereby declared to have been elected to the Bal Harbour Village General Employees' Retirement Board.

WITNESS my hand and the official Seal of the Village of Bal Harbour on the 2nd day of December, 2022.

A handwritten signature in blue ink is written over a faded version of the Bal Harbour Village seal. The signature is cursive and appears to read "D. Danie".

Dwight S. Danie, Village Clerk

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, ACCEPTING AND ADOPTING THE CERTIFICATION OF THE RESULTS OF THE DECEMBER 2, 2022 POLICE OFFICERS' RETIREMENT BOARD ELECTION FOR BAL HARBOUR VILLAGE.

Issue:

Ratification of Police Officers' Retirement Board Election - Ministerial Action.

The Bal Harbour Experience:

- | | | |
|---|---|--|
| <input type="checkbox"/> Beautiful Environment | <input type="checkbox"/> Safety | <input type="checkbox"/> Modernized Public Facilities/Infrastructure |
| <input type="checkbox"/> Destination & Amenities | <input type="checkbox"/> Unique & Elegant | <input type="checkbox"/> Resiliency & Sustainable Community |
| <input checked="" type="checkbox"/> Other: <u>Election - Ministerial Action</u> | | |

Item Summary / Recommendation:

Bal Harbour Village Code Section 13-48 (i) calls for a majority of police officers, who are members of the Police Officers' Pension Plan, to elect two officers to be members of the Police Officers' Retirement Board. On Friday, November 4, 2022, the Village Clerk solicited names of candidates for the Police Officers' Retirement Board for the two available seats.

On Friday, November 18, 2022 the names of two (2) qualified members were received by the Office of the Village Clerk: **Sergeant Ron Smith** and **Detective Hector Gonzalez**. In that there were no further nominations, the two qualified members were unopposed and were duly elected.

THIS ITEM IS BEFORE THE VILLAGE COUNCIL AS A MINISTERIAL ACTION.


Advisory Board Recommendation:

N/A

Financial Information:

	Amount	Account	Account #
	N/A	N/A	N/A

Sign off:

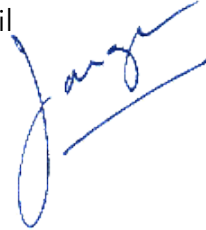
Village Clerk		Village Manager
Dwight S. Danie		Jorge M. Gonzalez
		

BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: December 13, 2022

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, ACCEPTING AND ADOPTING THE CERTIFICATION OF THE RESULTS OF THE DECEMBER 2, 2022 POLICE OFFICERS' RETIREMENT BOARD ELECTION FOR BAL HARBOUR VILLAGE.**

ADMINISTRATIVE RECOMMENDATION

This item is before the Council as a ministerial action.

BACKGROUND

The Police Officers' Retirement Board serves as the plan administrator of the Village of Bal Harbour Police Officers' Pension Plan per Bal Harbour Village Code Section 13-48. Bal Harbour Village Code Section 13-48(i) states that "Two residents of the Village of Bal Harbour, who shall be appointed by the Village Council, two Police Officers who shall be elected by a majority of the Police Officers who are members of the Plan, and one trustee selected by the other four, who shall be appointed, as a ministerial act by the Village Council, shall constitute the Retirement Board."

The terms of the two elected members were to expire on December 31, 2022, so on November 4, 2022, the Village Clerk requested nominations for candidates from members of the Police Officers' Pension Plan and scheduled an election of December 2, 2022. The names of two (2) qualified members were received by Friday, November 18, 2022.

Since there were no additional names submitted, and being that there are two seats available on the Retirement Board, the names of unopposed candidates did not need to appear on the election ballot and each unopposed candidate was deemed to have voted for himself. The two unopposed officers are therefore elected to the two available seats as of 2nd day of December, 2022 and shall serve two-year terms beginning January 1, 2023.

ANALYSIS

The votes cast were:

Sergeant Ron Smith	<u>1</u>
Detective Hector Gonzalez	<u>1</u>

THE BAL HARBOUR EXPERIENCE

This item is before the Council as a ministerial action.

CONCLUSION

The Village Clerk has certified that Sergeant Ron Smith and Detective Hector Gonzalez are hereby declared to be elected to the two member seats of the Police Officers' Retirement Board.

ATTACHMENTS:

1. Certification of Election Results.

RESOLUTION NO. 2022-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, ACCEPTING AND ADOPTING THE CERTIFICATION OF THE RESULTS OF THE DECEMBER 2, 2022 POLICE OFFICERS' RETIREMENT BOARD ELECTION FOR BAL HARBOUR VILLAGE.

WHEREAS, the Police Officers' Retirement Board serves as the plan administrator of the Village of Bal Harbour Police Officer's Pension Plan; and

WHEREAS, the term of the two appointed members were to expire on December 31, 2022; and

WHEREAS, Bal Harbour Village Code Section 13-48(i) of the Village's Code of Ordinances states two residents of the Village of Bal Harbour, who shall be appointed by the Village Council, two Police Officers who shall be elected by a majority of the Police Officers who are members of the Plan, and one trustee selected by the other four, who shall be appointed, as a ministerial act by the Village Council, shall constitute the Retirement Board; and

WHEREAS, the Village Clerk solicited names for candidates on November 4, 2022 and scheduled an election on December 2, 2022; and

WHEREAS, the names of two (2) qualified members were received and since there were no additional names submitted, the names of unopposed candidates did not need to appear on the election ballot and each unopposed candidate was be deemed to have voted for himself, and will serve a two-year term beginning January 1, 2023.

WHEREAS, the Village Council has determined it is in the best interest of the Village to accept and adopt the certification of the results of the December 2, 2022 Police Officers' Retirement Board election.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, AS FOLLOWS:

Section 1. That Detective Hector Gonzalez and Sergeant Ron Smith are hereby declared to be elected to the two available member seats of the Police Officers' Retirement Board, with the following votes cast:

Detective Hector Gonzalez 1

Sergeant Ron Smith 1

Section 2. The Certification of the Election Results summarized in Section 1 is hereby accepted and adopted by the Bal Harbour Village Council.

PASSED AND ADOPTED this 13th day of December, 2022.



Mayor Jeffrey Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

BAL HARBOUR

- V I L L A G E -

CERTIFICATION AND DECLARATION OF RESULTS OF THE DECEMBER 2, 2022 POLICE OFFICERS' RETIREMENT BOARD ELECTION

STATE OF FLORIDA)
MIAMI-DADE COUNTY)
BAL HARBOUR VILLAGE)

I, Dwight S. Danie, Village Clerk of Bal Harbour Village, Florida, do hereby certify that all necessary legal steps were taken in connection with the conduct of the Bal Harbour Village Police Officers' Retirement Board Election scheduled for December 2, 2022, including, though not limited to, the following:

1. On Monday, November 4, 2022:
 - a. The Election to fill the two vacant seats on the Police Officers' Retirement Board (Board) occupied by the members of the Police Officers' Pension Plan (Plan), per Village Code Section 13-48(i) for fiscal years 2022 through 2024 was scheduled for December 2, 2022.
 - b. The Village Clerk requested from all Plan members nominations of candidates who would be interested in serving on the Board, and requested that they submit their names in writing to the Office of the Village Clerk by Friday, November 18, 2022.
2. On Friday, November 18, 2022:
 - a. At the close of business Friday, November 18, 2022, the Village Clerk had received the names of two (2) qualified Plan members.
 - b. There were no additional names submitted, and being that there are two seats available on the Board, the names of unopposed candidates did not need to appear on the election ballot and each unopposed candidate was deemed to have voted for himself.
3. I further certify and declare that the results of the Police Officers' Retirement Board Election scheduled for December 2, 2022 are as follows:

BAL HARBOUR VILLAGE POLICE OFFICERS' RETIREMENT BOARD ELECTION - DECEMBER 2, 2022	
Detective Hector Gonzalez	1
Sergeant Ron Smith	1

BAL HARBOUR

- VILLAGE -

4. I further certify and declare that:
- a. **Hector Gonzalez** and **Ron Smith** received the most votes cast and are hereby declared to have been elected to the Bal Harbour Village Police Officers' Retirement Board.

WITNESS my hand and the official Seal of the Village of Bal Harbour on the 2nd day of December, 2022.

A handwritten signature in blue ink is written over a faded version of the Bal Harbour Village seal. The signature is cursive and appears to read "D. Danie".

Dwight S. Danie, Village Clerk

BAL HARBOUR

- V I L L A G E -

COUNCIL ITEM SUMMARY

Condensed Title:

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA;
RE-APPOINTING MEMBERS TO THE POLICE OFFICERS' RETIREMENT BOARD.**

Issue:

Shall the Village Council re-appoint two members to the Police Officers' Retirement Board?

The Bal Harbour Experience:

- | | | |
|--|--|--|
| <input type="checkbox"/> Beautiful Environment | <input checked="" type="checkbox"/> Safety | <input type="checkbox"/> Modernized Public Facilities/Infrastructure |
| <input type="checkbox"/> Destination & Amenities | <input type="checkbox"/> Unique & Elegant | <input type="checkbox"/> Resiliency & Sustainable Community |
| <input type="checkbox"/> Other: _____ | | |

Item Summary / Recommendation:

Bal Harbour Village Code Section 13-48(i) states that "Two residents of the Village of Bal Harbour, who shall be appointed by the Village Council, two Police Officers who shall be elected by a majority of the Police Officers who are members of the Plan, and one trustee selected by the other four, who shall be appointed, as a ministerial act by the Village Council, shall constitute the Retirement Board.

The terms of the two appointed members, Joel Mesznik, appointed March 20, 2018, and Mitchell Lieberman, appointed April 20, 2021, are due to expire on December 31, 2022. Both members have demonstrated that they are committed to their role as trustees and bring an exceptional level of knowledge and expertise to the Board. Both members have also expressed their willingness to continue serving.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

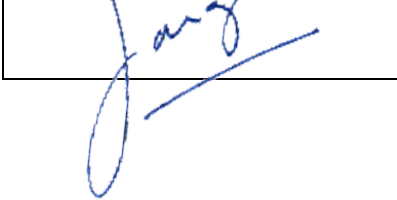
Advisory Board Recommendation:

N/A

Financial Information:

	Amount	Account	Account #
	N/A	N/A	N/A

Sign off:


Village Clerk		Village Manager
Dwight S. Danie		Jorge M. Gonzalez
		

BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: December 13, 2022

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RE-APPOINTING MEMBERS TO THE VILLAGE'S POLICE OFFICERS' RETIREMENT BOARD; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

Section 13-48 of the Village Code establishes the Police Officers' Retirement Board (the "PORB") and establishes the roles and responsibilities of its members as trustees of the Police Officers' Pension Plan.

Code Section 13-48(i) states that "Two residents of the Village of Bal Harbour, who shall be appointed by the Village Council, two Police Officers who shall be elected by a majority of the Police Officers who are members of the Plan, and one trustee selected by the other four, who shall be appointed, as a ministerial act by the Village Council, shall constitute the Retirement Board."

Additionally, members of the PORB are required to carry out their duties "with the care, skill, prudence and diligence under the circumstances then prevailing which a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and like aims." (Sec. 13-48(k))

At this time, the current composition of the PORB is as follows.

- Joel Mesznik, appointed member, served since November 2018
- Mitchell Lieberman, appointed member, served since April 2021
- Sergeant Ron Smith, elected member, served since October 2017
- Detective Hector Gonzalez, elected member, served since October 2019
- Daniel Gold, Board-selected member, served since August 2009

ANALYSIS

The terms of the two appointed members, Joel Mesznik, and Mitchell Lieberman, are due to expire on December 31, 2022. Both members have demonstrated that they are committed to their role as trustees and bring an exceptional level of knowledge and expertise to the Board. Both members have also expressed their willingness to continue serving.

THE BAL HARBOUR EXPERIENCE

Public Safety is one of the pillars and main elements that contributes to the Bal Harbour Experience and having a team of professional law enforcement professionals is paramount to ensuring that the Village remains safe.

CONCLUSION

It is recommended that the Village Council re-appoint Joel Mesznik and Mitchell Lieberman to the PORB.

RESOLUTION NO. 2022-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RE-APPOINTING MEMBERS TO THE VILLAGE'S POLICE OFFICERS' RETIREMENT BOARD; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 13-48 of the Village Code establishes the Police Officers' Retirement Board (the "PORB") and establishes the roles and responsibilities of its members as trustees of the Police Officers' Pension Plan; and

WHEREAS, Section 13-48(k) requires that members of the PORB carry out their duties with the care, skill, prudence and diligence under the circumstances then prevailing which a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and like aims, and

WHEREAS, pursuant to the Village Code, the PORB is comprised of five members, with two members being residents of Bal Harbour Village, appointed by the Village Council, two members being elected by Plan members, and one member being select by the four members and appointed by the Village Council as a ministerial act; and

WHEREAS, the terms of the two appointed members, Joel Mesznik, appointed March 20, 2018, and Mitchell Lieberman, appointed April 20, 2021, are due to expire on December 31, 2022; and

WHEREAS, both Mr. Mesznik and Mr. Lieberman have demonstrated that they are committed to their role as trustees and bring an exceptional level of knowledge and expertise to the Board; and

WHEREAS, both members have expressed their willingness to continue serving as members of the PORB.

WHEREAS, the Village Council has determined it is in the best interest of the Village to reappoint both members to the PORB for a new term.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AS FOLLOWS:

Section 1. Recitals. That the above stated recitals are hereby adopted and

confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. Members Re-appointed. That the following members are hereby re-appointed to serve on the Police Officers' Retirement Board:

Joel Mesznik, and
Mitchell Lieberman.

Section 3. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this 13th day of December, 2022.



Mayor Jeffrey Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RE-APPOINTING MEMBERS TO THE TWO SEATS ON THE RESORT TAX COMMITTEE OCCUPIED BY ENTITIES THAT COLLECT THE RESORT TAX; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Issue:

Shall the Village Council re-appoint Steve Scott and Arianna Calcaterra to the Resort Tax Committee's collective appointment seat?

The Bal Harbour Experience:

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Beautiful Environment | <input type="checkbox"/> Safety | <input type="checkbox"/> Modernized Public Facilities/Infrastructure |
| <input checked="" type="checkbox"/> Destination & Amenities | <input checked="" type="checkbox"/> Unique & Elegant | <input type="checkbox"/> Resiliency & Sustainable Community |
| <input type="checkbox"/> Other: _____ | | |

Item Summary / Recommendation:

Per the Village's Code, the composition of the Village's Resort Tax Committee consists of seven (7) members. Each Member of the Village Council shall appoint one (1) member of the Committee. The remaining two (2) seats shall be filled by representatives of entities that collect the Village Resort Tax, who shall be selected by a majority vote of the Village Council. These two (2) seats are referred to as the "collective appointment" seats. Traditionally, the two (2) largest contributors to the Resort Tax in the Village have been appointed to the collective appointment seats.

Steve Scott is the Regional Vice President of Starr Restaurants serving since November 17, 2020 and Arianna Calcaterra is the Director of Marketing & Public Relations, The St. Regis Bal Harbour Resort serving since July 19, 2022.

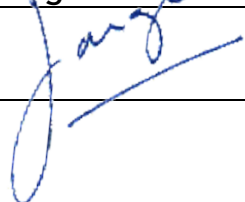
THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	N/A	N/A	N/A

Sign off:

Village Clerk Dwight S. Danie		Village Manager Jorge M. Gonzalez
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BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: December 13, 2022

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPOINTING MEMBERS, TO THE TWO SEATS ON THE RESORT TAX COMMITTEE OCCUPIED BY ENTITIES THAT COLLECT THE RESORT TAX; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

Per the Village's Code, the composition of the Village's Resort Tax Committee shall consist of seven (7) members. Each of the seven (7) members shall be persons who either work or reside in Bal Harbour Village and have experience in tourism and/or tourism related activities. At least four (4) of the Committee Members shall be residents of the Village.

Each Member of the Village Council shall appoint one (1) member of the Resort Tax Committee. The remaining two (2) seats shall be filled by representatives of entities that collect the Village Resort Tax, who shall be selected by a majority vote of the Village Council. These two (2) seats are referred to as the "collective appointment" seats.

ANALYSIS

Traditionally, the two (2) largest contributors to the Resort Tax in the Village have been appointed to the collective appointment seats. As such, most recently those representatives have been from the St. Regis Bal Harbour Resort and Starr Restaurants. Steve Scott was appointed to the Resort Tax Committee by the Village Council in November of 2020.

Mr. Scott is the General Manager of Starr Restaurants. His term will end December 31, 2022. Steve joined STARR in 2004. He spent 8 years building the business and laying the groundwork for future restaurants that would open there. As the Senior Manager of Restaurants for Seagrass Boutique Hospitality Group, he developed, implemented and managed the business and people for all 8 restaurants in the group. He used his expertise to grow the business at Makoto and Le Zoo as well as oversee the operations at Steak 954 and El Vez in Fort Lauderdale. Using all of the skills he has acquired throughout his career; he has built a business that has already earned accolades like Best Miami Bar 2020 and Top Dive Bar from Miami New Times.

Arianna Calcaterra, appointed last July, is the new Director of Marketing for the St. Regis Bal Harbour Resort, is filling the seat left vacant by Nickolai Ursin whose term ends December 31, 2022. In her role as Director of Marketing, Ms. Calcaterra oversees the Advertising, Marketing, Public Relations, Social Media, and Reputation Management functions for the five-star St. Regis Bal Harbour Resort. Prior roles included Director of Marketing for the Ritz-Carlton Maldives in the Fari Islands, and the Marketing Communications Manager for the Ritz-Carlton Abama in the Canary Islands. Ms. Calcaterra holds a master's degree in Marketing from El Instituto de Estudios Superiores de Administración (IESA).

Both Mr. Scott and Ms. Calcaterra have demonstrated a commitment to Bal Harbour Village, and their expertise and insight in tourism is a welcomed contribution to the Resort Tax Committee.

THE BAL HARBOUR EXPERIENCE

Resort Tax Committee Members provide input and guidance into the actions taken to ensure Bal Harbour remains a renowned, sought-after destination for both visitors and residents seeking unique and elegant amenities in a world-class beach-front setting

CONCLUSION

It is recommended that the Village Council pass the Resolution to re-appoint Steve Scott and Arianna Calcaterra to the Village's Resort Tax Committee.

RESOLUTION NO. 2022-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RE-APPOINTING MEMBERS TO THE TWO SEATS ON THE RESORT TAX COMMITTEE OCCUPIED BY ENTITIES THAT COLLECT THE RESORT TAX; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-60 of the Bal Harbour Village Code of Ordinances (the "Village Code") establishes the Village's Resort Tax Committee, which is charged with the administration of portions of the Village Resort Tax (the "Committee"); and

WHEREAS, pursuant to Section 2-61 of the Village Code, the Committee shall consist of seven (7) members, with two of the seven members being representatives of entities that collect the Resort Tax (the "Collector Seats"); and

WHEREAS, the Collector Seats have been currently occupied by representatives from the St. Regis Bal Harbour Resort and Starr Restaurants; and

WHEREAS, the Collector Seats are filled by appointment of this Council; and

WHEREAS, the Starr Restaurants has nominated its new Steve Scott; and

WHEREAS, Mr. Scott is the General Manager of Starr Restaurants which he joined STARR in 2004 using his expertise to grow the business at Makoto and Le Zoo as well as oversee the operations at Steak 954 and El Vez in Fort Lauderdale; and

WHEREAS, the St. Regis Bal Harbour Resort has nominated its new Director of Marketing, Arianna Calcaterra, who oversees the advertising, marketing, public relations, social media, and reputation management functions for the five-star St. Regis Bal Harbour Resort; and

WHEREAS, this Council desires to re-appoint Steve Scott and Arianna Carcaterra to fill the two Collector Seats.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That the above stated recitals are hereby adopted and confirmed.

Section 2. **Appointment.** That in accordance with the provision of Section 2-61

of the Village Code, Steve Scott and Arianna Carcaterra are hereby re-appointed to the Resort Tax Committee.

Section 3. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement the purpose of this Resolution.

Section 4. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED on this 13th day of December, 2022.



Mayor Jeffrey Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; REAPPOINTING CURRENT MEMBERS AND APPOINTING A NEW MEMBER TO THE ARCHITECTURAL REVIEW BOARD (ARB).

Issue:

Should the Village Council re-appoint existing members and newly appoint Jose L. Gomez, AIA, registered architect, to the Architectural Review Board (ARB)?

The Bal Harbour Experience:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Beautiful Environment | <input type="checkbox"/> Safety | <input type="checkbox"/> Modernized Public Facilities/Infrastructure |
| <input type="checkbox"/> Destination & Amenities | <input type="checkbox"/> Unique & Elegant | <input type="checkbox"/> Resiliency & Sustainable Community |
| <input type="checkbox"/> Other: _____ | | |

Item Summary / Recommendation:

The ARB is comprised of 5 members, with 4 members holding a designation as a registered architect or landscape architect and the fifth member being a Village resident with a familiarity with architecture, construction, plans review or other relevant experience. Each member serves a 2-year term and each term begins January 1, 2023. A registered architect member has signaled her intent to cycle off the Board which will create a vacancy. The remaining members have all demonstrated their commitment to serve the Village, and each brings a wealth of knowledge and expertise to the Board, and have expressed their wish to continue serving.

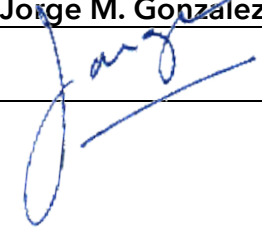
Mr. Jose L. Gomez's, 40-year experience has encompassed a variety of building types such as hospitality, commercial, institutional, residential and related projects. Mr. Gomez has also expressed his willingness to serve on the ARB. He has been identified as a good candidate to fill the seat to be vacated by Ms. de Halfen.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	N/A	N/A	N/A

Sign off:


Village Clerk Dwight S. Danie		Village Manager Jorge M. Gonzalez
		

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: December 13, 2022

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RE-APPOINTING CURRENT MEMBERS, AND APPOINTING A NEW MEMBER TO THE VILLAGE'S ARCHITECTURAL REVIEW BOARD (ARB); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

Section 2-71 of the Village Code establishes the Village's Architectural Review Board (the "ARB") which is charged with the review of architectural plans and specifications in connection with applications for building permits and holding hearings related to the issuance of certificates of appropriateness as required by the Village Code.

Pursuant to the Village Code, the ARB is comprised of five members, with four members holding a designation as a registered architect or landscape architect and the fifth member being a Village resident with a familiarity with architecture, construction, plans review or other relevant experience. Each member serves a two-year term and each term begins January 1 following a Village Council election.

At this time, the current composition of the ARB is as follows.

- Reinaldo Borges, ARB Chair, Registered Architect, served since January 2020
- Stephanie de Halfen, Registered Architect, served since December 2014
- Elizabeth Camargo, Registered Architect, served since November 2020
- Nathan VanDeman, Registered Landscape Architect, served since July 2021
- David Koplowitz, Resident Layperson, served since April 2022

These members have all demonstrated a commitment to their role and have brought a wealth of knowledge and expertise to the Board.

At the December 1, 2020 ARB meeting. Mr. Borges, Ms. Camargo, Mr. VanDeman and Mr. Koplowitz each expressed an affirmative wish to continue serving

Ms. de Halfen has expressed her desire to cycle off the ARB saying that due to family issues, she is not able to fully dedicate the time necessary to effectively serve the Village.

Mr. Jose Gomez has been identified as a good candidate to fill the seat to be vacated by Ms. de Halfen.

ANALYSIS

Jose L. Gomez, AIA, is the principal of Beilinson_Gomez Architects P.A. He is directly responsible for the design, coordination and production of every project. He works directly with the staff project architects to establish a design vocabulary particular to each project, maintain project schedules and a high level of quality control.

Mr. Gomez has more than 40 years in the field of architecture; 35 years with BGA garnishing professional experience and gathering accomplishments as an architect and designer, with a clear and distinct interest in the cultural and environmental impact of architecture. His experience has encompassed a variety of building types such as hospitality, commercial, institutional, residential and related projects.

At Beilinson_Gomez Architects P.A., Mr. Gomez has collaborated with multiple internationally recognized design firms such as OMA, Ricardo Bofill Taller de Arquitectura, BIG and Esrawe.

THE BAL HARBOUR EXPERIENCE

The Architectural Review Board is an integral part of the Village of Bal Harbour's vision to develop and maintain a beautiful environment as well as, a well-designed and modernized community that remains resilient and sustainable to protect the future of our community.

CONCLUSION

I am recommending that the Village Council re-appoint Reinaldo Borges, Nathan VanDeman, Elizabeth Camargo, and David Koplowitz, to the ARB, and newly appoint Jose L Gomez, AIA. Attached you will find a résumé for Mr. Gomez. He understands the requirements of the position and has expressed a strong interest in serving if appointed

RESOLUTION NO. 2022-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RE-APPOINTING CURRENT MEMBERS, AND APPOINTING A NEW MEMBER TO THE VILLAGE'S ARCHITECTURAL REVIEW BOARD (ARB); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-71 of the Village Code establishes the Village's Architectural Review Board (the "ARB"); and

WHEREAS, the Architectural Review Board (ARB) is an integral part of the Village of Bal Harbour's vision to develop and maintain a well-designed and modernized community that remains resilient and sustainable to protect the future of our community; and

WHEREAS, pursuant to the Village Code, four (4) members of the ARB shall be either registered architects or registered landscape architects, but need not be residents of the Village, and one (1) member of the ARB shall be a resident layperson of the Village, provided that the resident layperson has familiarity with architecture, construction, plans review, or similar relevant knowledge; and

WHEREAS, current members of the ARB are Reinaldo Borges, Stephanie de Halfen, Nathan VanDeman, Elizabeth Camargo and David Koplowitz; and

WHEREAS, Stephanie de Halfen, registered architect member, has indicated her desire to cycle off the ARB, due to family issues; and

WHEREAS, Jose L. Gomez, AIA has been identified as a good candidate to fill the seat vacated by Ms. de Halfen; and

WHEREAS the remaining members and have all demonstrated their commitment to serve Bal Harbour Village, and each brings a wealth of knowledge and expertise to the Board; and

WHEREAS, Jose L. Gomez, AIA, is the principal of Beilinson Gomez Architects ("BGA") P.A. and is directly responsible for the design, coordination and production of every project and works directly with the staff project architects to establish a design vocabulary particular to each project, maintain project schedules and a high level of quality control.; and

WHEREAS, Mr. Gomez has more than 40 years in the field of architecture; 35 years with BGA garnishing professional experience and gathering accomplishments as an architect and designer, with a clear and distinct interest in the cultural and environmental impact of architecture; and

WHEREAS, Mr. Gomez's experience has encompassed a variety of building types such as hospitality, commercial, institutional, residential and related projects; and

WHEREAS, pursuant to Section 2-72 of the Village Code of Ordinances, the Village Council desires to appoint Jose L Gomez, AIA, a certified landscape architect, to the ARB.

WHEREAS, Mr. Borges, Mr. VanDeman, Ms. Camargo, Mr. Koplowitz and Mr. Gomez have all expressed their willingness to serve on the Architectural Review Board; and

WHEREAS, the Village Council has determined it is in the best interest of the Village to reappoint the four current members and newly appoint a member of the ARB to 2-year terms, beginning January 1, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That the above stated recitals are hereby adopted and confirmed.

Section 2. **Members Re-appointed.** That the following members are hereby re-appointed to serve on the Village Architectural Review Board:

Reinaldo Borges, Registered Architect,
Nathan VanDeman, Registered Landscape Architect
Elizabeth Camargo, Registered Architect, and
David Koplowitz, Resident Layperson.

Section 3. **New Appointment.** That the Village Council hereby appoints Jose L. Gomez, AIA, to the Architectural Review Board.

Section 4. Implementation. That the Village Manager is hereby authorized to take all actions necessary to execute the appointment and implement this Resolution.

Section 5. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 13th day of December, 2022.



Mayor Jeffrey Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

BE LL INSON
GOMEZ

ARCHITECTS *pa*



JOSE L. GOMEZ, AIA

Jose L. Gomez, AIA, is the principal of Beilinson_Gomez Architects P.A. He is directly responsible for the design, coordination and production of every project. He works directly with the staff project architects to establish a design vocabulary particular to each project, maintain project schedules and a high level of quality control.

Mr. Gomez has more than 40 years in the field of architecture; 35 years with BGA garnishing professional experience and gathering accomplishments as an architect and designer, with a clear and distinct interest in the cultural and environmental impact of architecture. His experience has encompassed a variety of building types such as hospitality, commercial, institutional, residential and related projects.

At Beilinson_Gomez Architects P.A. Mr. Gomez has collaborated with multiple internationally recognized design firms such as OMA, Ricardo Bofill Taller de Arquitectura, BIG and Esrawe.

PROFESSIONAL: Principal, Beilinson_Gomez Architects P.A.

YEARS EXPERIENCE WITH THIS FIRM: 35

EDUCATION: Bachelor of Architecture
Pratt Institute, 1987

ACTIVE REGISTRATION: Registered Architect
State of Florida, 1995
NCARB Certificate, 1996

PROFESSIONAL AND CIVIC AFFILIATIONS:

- Member, American Institute of Architects
- Member, National Council of Architectural Registration Boards
- Member, MiMo Biscayne Association
- Member, Knights of Columbus



BEILINSON_GOMEZ ARCHITECTS P.A. is an architectural firm that focuses on solving complex problems of space, reality and image. Established in 1972, by Les D. Beilinson, AIA, LEED AP, the firm quickly gained respect and recognition in the field of Historic Preservation.

In 1987, Jose L. Gomez, AIA, made a commitment to embrace the studio; to form a practice that combined the vision and talent of the two principals. The practice was organized to ensure the personal and direct involvement of the principals in a collective manner, to deliver a successful project that meets the aspirations of the client.

A management alignment occurred in 2013, after the passing of the founding principal, where Mr. Gomez serves as managing and design principal.

BEILINSON_GOMEZ ARCHITECTS P.A. work spans the local urban environment and is recognized for its professional achievements in commercial, mixed use, hospitality, residential and historic preservation projects. Through the years, the studio has successfully completed a broad range of projects for unique building typologies, which is acknowledged by the many design awards received.

The success of the firm is manifested by the principal's ability to balance innovative design with local context, culture and advanced building technology, sustainability, the understanding of market conditions, and the ability to maintain a conscientious balance between cost and developmental efficiency.

BEILINSON_GOMEZ ARCHITECTS P.A. experience with hospitality, commercial, residential design and development is extremely diverse and extensive. Our experience ranges from simple affordable single-family homes to luxury hotels, apartments, townhomes, retail and restaurant design.

In our 50 plus years of practice, we have successfully completed a broad range of projects, which is acknowledged by the many awards for architectural design received.

BEILINSON_GOMEZ ARCHITECTS P.A. has been an industry leader in the development of local architectural typologies for urban infill, boutique hotels, adaptive use of historic structures, custom residential, commercial structures and mixed-use residential/commercial projects.

We have established a long-lasting relationship with our consultants, who understand our commitment to quality architecture, engineering and planning.

BAL HARBOUR

- V I L L A G E -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE RE-APPOINTMENT OF VALERIE RENNERT AND JONI BLACHAR TO SERVE AS SPECIAL MASTERS.

Issue:

Should the Village Council ratify the Village Manager's re-appointment of Valerie Rennert and Joni Blachar as Special Masters?

The Bal Harbour Experience:

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Beautiful Environment | <input checked="" type="checkbox"/> Safety | <input type="checkbox"/> Modernized Public Facilities/Infrastructure |
| <input type="checkbox"/> Destination & Amenities | <input type="checkbox"/> Unique & Elegant | <input type="checkbox"/> Resiliency & Sustainable Community |
| <input type="checkbox"/> Other: _____ | | |

Item Summary / Recommendation:

Pursuant to Village Code, the Village Manager shall appoint and reappoint Special Masters, subject to ratification by the Village Council. Appointments shall be made for a term of one (1) year. Special Masters are responsible for hearing and ruling on appeals from those cited for violations of the Code of Bal Harbour Village. Attorney Valerie Rennert has completed her thirteenth year as Special Master for the Village and has indicated that she is willing to serve another term. Attorney Joni Blachar has completed her third year as Special Master for the Village and has also indicated that she is willing to serve another term.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION

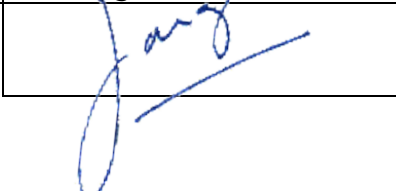
Advisory Board Recommendation:

N/A

Financial Information:

	Amount	Account	Account #
	N/A	N/A	N/A

Sign off:


Village Clerk Dwight S. Danie		Village Manager Jorge M. Gonzalez
		

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: December 13, 2022

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE RE-APPOINTMENTS OF VALERIE RENNERT AND JONI BLACHAR TO SERVE AS SPECIAL MASTERS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

Pursuant to Section 2-182 of the Bal Harbour Village Code, the Village Manager shall appoint and reappoint Special Masters, subject to ratification by the Village Council. The Village Manager shall appoint as many Special Masters as are deemed necessary. Appointments shall be made for a term of one (1) year. Special Masters are responsible for hearing and ruling on appeals from those cited for violations of the Code of Bal Harbour Village.

ANALYSIS

Attorney Valerie Rennert has completed her thirteenth year as Special Master with the Village. She has done an excellent job for the Village while serving in this role. Ms. Rennert has indicated that she is willing to serve another term as Special Master.

Attorney Joni Blachar has will have completed her third year as Special Master with the Village this January. She too has done an excellent job for the Village while serving in this role. Ms. Blachar has indicated that she is willing to serve another term as Special Master.

THE BAL HARBOUR EXPERIENCE

Public Safety - Passing this resolution ensures that the Village has expert and impartial mediators for the red-light camera program, code enforcement and other hearings requiring a Special Master.

Beautiful Environment - Having a fair and impartial code enforcement program ensures that the private properties in the Village remain in compliance with the Village Code, especially the aesthetics and beautification aspects.

CONCLUSION

Based on their experiences in the field of law and their community involvement, I have re-appointed Ms. Rennert and Ms. Blachar as Special Masters for another one-year term, and I am seeking ratification of their appointments. I am therefore recommending approval of this Resolution.

RESOLUTION NO. 2022-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RATIFYING THE RE-APPOINTMENTS OF VALERIE RENNERT AND JONI BLACHAR TO SERVE AS SPECIAL MASTERS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village utilizes a code enforcement system which relies on Special Masters to make findings and set fines in certain contested cases; and

WHEREAS, pursuant to Section 2-182(a) of the Village's Code of Ordinances, appointment of a Special Master is submitted by the Village Manager to the Village Council for ratification; and

WHEREAS, the Village Manager wishes to re-appoint Valarie Rennert and Joni Blachar as Bal Harbour Village Special Masters; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to ratify the Village Manager's re-appointments of Valarie Rennert and Joni Blachar as Special Masters.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That the above stated recitals are hereby adopted and confirmed.

Section 2. **Appointments Ratified.** That the re-appointments of Valarie Rennert and Joni Blachar are hereby ratified by the Village Council.

Section 3. **Implementation.** That the Village Manager is hereby authorized to take all actions necessary to execute the appointments and implement this Resolution.

Section 4. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 13th day of December, 2022.



Mayor Jeffrey Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND CORDOVA, RODRIGUEZ AND ASSOCIATES, INC. TO PROVIDE CIVIL ENGINEERING AND PLANNING AND ZONING PLANS REVIEW AND INSPECTION SERVICES ON AN AS NEEDED BASIS TO MEET THE BUILDING DEPARTMENT'S LEVEL OF SERVICE GOALS.

Issue:

Should the Village Council approve the Agreement with Cordova, Rodriguez and Associates, Inc Associates in order to provide public works/utilities planning and zoning services for the Village?

The Bal Harbour Experience:

Beautiful Environment Safety Modernized Public Facilities/Infrastructure
 Destination & Amenities Unique & Elegant Resiliency & Sustainable Community
 Other: _____

Item Summary / Recommendation:

The Village Building Department requires support to assist with the public works/utilities and planning and zoning portion of Building Department's plan review and inspections. Also, public works/utilities and planning and zoning review for the Architectural Review Board submittals. In order to efficiently meet our level of service goals, it has been determined that a backup contract is needed to cover vacations, increase in workflow and unforeseen absences.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

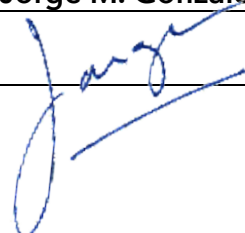
Advisory Board Recommendation:

N/A

Financial Information:

	Amount	Account	Account #
	\$60,000	Engineering & Architecture-P&Z	01-24-503113

Sign off:


Director Title	Chief Financial Officer	Village Manager
Director Name	Claudia Dixon	Jorge M. Gonzalez
		

BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: December 13, 2022

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND CORDOVA, RODRIGUEZ AND ASSOCIATES, INC. TO PROVIDE CIVIL ENGINEERING AND PLANNING AND ZONING PLANS REVIEW AND INSPECTION SERVICES ON AN AS NEEDED BASIS TO MEET THE BUILDING DEPARTMENT'S LEVEL OF SERVICE GOALS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

The Village Building Department requires support to assist with the public works/utilities and planning and zoning portion of Building Department's plan review and inspections. Also, public works/utilities and planning and zoning review for the Architectural Review Board submittals. The department currently has a Professional Service Agreement with Heide Belle Henderson for public works/utilities and Michael Miller Planning Associates for Planning and Zoning services.

As of July 2022, the Building Department has increased the level of service. The public works and utilities' services have gone from one day to 3 days per week on a regular schedule with an option for a fourth day if needed. The services offered today are much greater than have been offered in the past and the budget has been increased to reflect this. These fees are cost recovered as they are passed on to those permits that require Public Works and Utilities reviews and inspections. In addition, The planning and zoning services have gone from one day to 2 days per week on a regular schedule with an option for a third day if needed.

ANALYSIS

In order to efficiently meet our level of service goals, it has been determined that a backup contract is needed to cover vacations, increase in workflow and unforeseen absences. At the request of the Village, Cordova, Rodriguez and Associates, Inc., has submitted a proposal for the Scope of Services to provide public works and utilities plans review and inspections, outlined in the agreement Exhibit 1. While the Village is not looking to replace

Michael Miller Planning Associates, this consultant will be an available backup when necessary.

Improvements and enhancements to our Building Department continue as well to ensure that our community is safe and structurally sound. With additional investments in technology and a review of business processes, our delivery of services has dramatically improved over the past year.

As part of the Building Department restructuring, the services for public works/utilities and planning and zoning have also been enhanced. Funding was allocated for professional services for additional days of service for inspections and plan reviews as approved by the Village Council last fiscal year.

THE BAL HARBOUR EXPERIENCE

This action is aligned with the Village's stated mission through *The Bal Harbour Experience*. By providing these support services the Village Building Department and Public Works and Beautification Department can continue to provide the current level of service to its customers and have redundancy by having more than one Consultant able to provide these services.

The action also ensures all new and renovated buildings and Right of Way Projects are compliant with the latest Building Codes enhancing the safety of all residents and maintain the development and experience of the Village, enhancing public safety and ensuring resiliency and a sustainable community.

CONCLUSION

The Administration recommends approval of this resolution to provide civil engineering and planning and zoning plans review and inspection services on an as-needed basis to meet the building department's level of service goals.

Attachments:

1. Proposal from Cordova, Rodriguez and Associates Inc

RESOLUTION NO. 2022-

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND CORDOVA, RODRIGUEZ AND ASSOCIATES, INC. TO PROVIDE CIVIL ENGINEERING AND PLANNING AND ZONING PLANS REVIEW AND INSPECTION SERVICES ON AN AS NEEDED BASIS TO MEET THE BUILDING DEPARTMENT'S LEVEL OF SERVICE GOALS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Building Department ("Department") requires support to assist with the public works/utilities and planning and zoning portion of Building Department's plan review and inspections as well as public works/utilities and planning and zoning review for the Architectural Review Board submittals; and

WHEREAS, the Department currently has professional services agreements with Heide Belle Henderson for public works/utilities and Michael Miller Planning Associates for planning and zoning services; and

WHEREAS, since July 2022, the Department has increased the levels of service related to the Department's review and inspection functions by performing such reviews and inspections more often during the week; and

WHEREAS, in order to efficiently meet the Department's level of service goals, it has been determined that a backup contract is needed with an additional service provider; and

WHEREAS, at the request of the Village, Cordova, Rodriguez and Associates, Inc., ("CRA") has submitted a proposal to provide the specified services on as need basis at a cost not and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to enter into an agreement with Cordova, Rodriguez and Associates Inc. to provide these services on an as needed basis.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

Section 2. Agreement Approved. That the agreement with Cordova Rodriguez and Associates, Inc. for the provision of the specified services detailed in the Professional Services Agreement not-to-exceed amounts and the hourly rates is hereby approved.

Section 3. Expenditure Approved. That the expenditure of identified budgeted funds for the provision of these services is hereby approved.

Section 4. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement the Resolution.

Section 5. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 13th day of December, 2022.



Mayor Jeffrey Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2022 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and Cordova, Rodriguez & Associates Inc. ("Consultant") with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Village desires to engage a planning consulting firm to provide assistance in miscellaneous municipal Public Works/Utilities and Planning and Zoning services from time-to-time as may be defined and deemed necessary by the Village, including support to assist the public works/utilities and planning and zoning portion of the Building Department; and

WHEREAS, Consultant wishes to perform such services for the Village.

NOW, THEREFORE, for and in consideration of the mutual terms, conditions, promises and covenants set forth below, and for other good, valuable and sufficient consideration, the receipt of which is acknowledged, the Village and Consultant agree as follows:

INCORPORATION OF WHEREAS CLAUSES - The foregoing WHEREAS clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of this Agreement upon execution hereof.

SCOPE OF SERVICES. Consultant shall provide an accompanying scope of services incorporated herein and attached hereto as Exhibit "A."

I. TERM.

The Consultant shall continue to provide the Services to the Village at the rate identified in the Scope of Services for an indefinite term. Either party shall have the right to terminate this Agreement, with or without cause upon 30 days prior written notice. In the event that either party elects to terminate this Agreement, the Village shall have no further obligation to Consultant following the effective date of the termination, and likewise the Consultant shall have no further obligation to the Village following the effective date of the termination.

II. PAYMENT.

In consideration of Consultant's completion of the services rendered hereunder, the Village shall pay to Consultant, as per proposal (Exhibit A). All services performed shall be invoiced to the Village for public works/utilities and planning and zoning services. Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days for that portion (or those portions) of the service satisfactorily rendered (and referenced in the particular invoice).

III. TERMINATION.

A. Termination for Cause.

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

Notwithstanding the above, Consultant shall not be relieved of liability to the Village for damages sustained by the Village by virtue of any breach of the Agreement by Consultant, and vice versa. The Village, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Village's rights and remedies against Consultant, and vice versa. The Village or Consultant shall be entitled to recover all costs of such actions, including reasonable attorney's fees, upon final adjudication of the matter.

B. Termination for Convenience of the Village.

The Village may, for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Consultant of such termination; which shall become effective thirty (30) days following receipt by Consultant of such notice.

If the Agreement is terminated for convenience by the Village, Consultant shall only be paid for any services satisfactorily performed up to the date of termination; following which the Village shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Village pays Consultant in advance, the Village shall be entitled to a refund of the prorated amount calculated from the date the contract is terminated through the date that the contract would have expired had the Village not exercised this clause, Consultant shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

C. Termination for Convenience of the Consultant.

The Consultant may, for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Village of such termination; which shall become effective thirty (30) days following receipt by Village of such notice. If the Agreement is terminated for convenience by the Consultant, Consultant shall only be paid for any services satisfactorily performed up to the date of termination; following which the Village shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Village pays Consultant in advance, the Village shall be entitled to a refund of the prorated amount calculated from the date the contract is terminated through the date that the contract would have expired had the Village not exercised this clause, Consultant shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

V. INSURANCE REQUIREMENTS

Consultant shall maintain general commercial liability insurance and professional liability insurance (errors & omissions) in an amount acceptable to the Village.

This Agreement shall not be deemed approved until the Consultant has obtained all insurance required under this section and has supplied the Village with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Village shall approve of such Certificates prior to the performance of any Services pursuant to this Agreement.

CERTIFICATE HOLDER MUST READ

Bal Harbour Village
655 95th Street
Bal Harbour, FL 33154

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Consultant's liability insurance shall be primary to any liability insurance policies that may be carried by the Village. Consultant shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

Consultant agrees to provide at least thirty (30) calendar days written notice of cancellation, material change, or renewal refusal to the Village by certified mail, unless policies are renewed with equal or better coverage.

VI. INDEMNIFICATION.

Consultant agrees to indemnify and hold harmless the Village and its officers, employees, agents, and contractors, from and against any and all third party actions (whether at law or in equity), claims, liabilities, losses, judgments, costs and expenses, including, but not limited to, attorneys' fees and costs (collectively, "Losses"), for personal or bodily injury, wrongful death, or loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or willful or intentional conduct of the Consultant, its officers, employees, agents, subcontractors, or any other person or entity acting under Consultant's control or supervision, arising out of the Consultant's performance of the Services pursuant to this Agreement. To that extent, the Consultant shall pay all such Losses which may issue from any lawsuit arising from such claims and shall pay all costs and attorneys' fees expended by the Village in the defense of such claims and losses, including appeals.

The Village shall, at all times hereinafter, to the extent not inconsistent with law, indemnify and hold harmless the Consultant, its agents, officers and employees from and against any claim, demand or cause of action of any kind or nature (including reasonable attorneys fees) arising out of a negligent act, error or omission of Village, its agents, servants, or employees in the performance of service under this Agreement.

Nothing in this Agreement shall be deemed or treated as a waiver by the Village of any immunity to which it is entitled by law, including but not limited to the Village's sovereign immunity as set forth in Section 768.28, Florida Statutes.

VII. ENTIRE AGREEMENT.

This Agreement (including Exhibit A), Consultant's proposal, estimates, and any warranties on materials and labor shall constitute the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. Any amendment to the terms of this Agreement shall be evidenced in writing and executed by both Parties.

VIII. WARRANTIES.

Consultant represents and warrants that Consultant is free to enter into the terms of this Agreement and that Consultant has no obligation to any third party or otherwise that are inconsistent with any of its provisions. Consultant further represents and warrants that Consultant has and shall maintain for the duration of this Agreement, all professional licenses required to be held by an individual or entity providing the Services by any and all federal, state or local law, rule or policy.

The Consultant warrants that its services are to be performed within the limits prescribed by the Village and with the usual thoroughness and competence of the Consultant's profession.

Consultant agrees not to accept employment during the time this Agreement is in effect from any builder, land developer, utility company or others doing construction work within the corporate limits of the Village, which might be construed as a conflict of interest with Consultant's work with the Village. The determination of conflicts shall be made by the Village Manager or their designee. The Village recognizes that Consultant provides municipal planning services to a wide range of private and public clients, including Bay Harbor Islands, an adjoining municipality. Should any conflicts arise related to intergovernmental coordination, the Village and Consultant shall agree on the issue in writing or suspend services until the issue is resolved.

IX. NON-EXCLUSIVITY.

This Agreement is non-exclusive. The Village retains the right to engage the services of additional third-party Consultants or assign responsibilities to an employee of the Village to perform the same or similar services provided by Consultant under this Agreement and to assign work to such parties in its sole discretion.

X. SEVERABILITY.

The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

XI. ANTI-DISCRIMINATION.

Consultant certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Consultant further agrees that neither Consultant, nor any parent company, subsidiaries or affiliates of Consultant are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

XII. NOTICES.

All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To Village: Jorge Gonzalez, Village Manager
Bal Harbour Village
655 95th Street
Bal Harbour, FL 33154

Copy To: Susan Trevarthen, Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 E. Broward Blvd. Suite 1900
Fort Lauderdale, FL 33312

To Consultant: Cordova, Rodriguez & Associates Inc,
6941 SW 196 Ave Ste 28
Pembroke Pines, Fl. 33332

XIII. COMPLIANCE WITH LAWS.

Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.

XIV. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.

XV. SURVIVAL OF TERMS.

Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

XVI. GOVERNING LAWS.

This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which arises out of this Agreement in any way.

XVII. NO CONTINGENT FEES.

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

XVIII. WAIVER.

No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof.

Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

XIX. FORCE MAJEURE.

Non-performance of Consultant or Village shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

XX. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Pursuant to Section 119.0701 of the Florida Statutes, Consultant agrees to:

- A.** Keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this agreement. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

- B.** Upon request from the Village's custodian of public records, Consultant shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Unless otherwise provided by law, any and all records, including but not limited to reports, plans, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village. Notwithstanding, it is understood that at all times Consultant's work papers shall remain the sole property of Consultant and are not subject to the terms of this Agreement.
- D.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Consultant shall be delivered by Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Consultant will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
- E.** Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- F.** Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-866-4633 clerk@balharbourfl.gov OR BY MAIL: Village of Bal Harbour - Village Clerk's Office, 655 96th Street, Bal Harbour, FL 33154.

XXI. SCRUTINIZED COMPANIES.

Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

XXII. OWNERSHIP OF WORK PRODUCT.

In exchange for payment pursuant to this Agreement, Consultant hereby relinquishes its right to and agrees that the work product ("Work Product") produced by Consultant under this Agreement and all proprietary rights therein shall be and are the property of The Village.

Work Product includes, but is not limited to, papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, computer and software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, discoveries, compounds, reports, memoranda, drawings, devices, models, or other materials of any nature, or information relating to any of the foregoing, whether finished or unfinished, which are or were generated in connection with the work scope and Services described in this Agreement. At The Village's sole discretion, Consultant will assign and does hereby assign to The Village all patents, copyrights, trademarks and trade secrets conceived or first reduced to practice pursuant to this Agreement. Notwithstanding the foregoing, The Village makes no claim of ownership to pre-existing technology owned by Consultant prior to the Effective Date of this Agreement (the "Prior Works"). To the extent that Consultant incorporates any Prior Work into any Work Product, Consultant hereby grants to The Village a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use and sell such item as part of or in connection with such Work Product.

Consultant hereby agrees to assist The Village, or its designee or assign, at Consultant's expense, to secure The Village's rights in Work Product and any copyrights, patents, or other intellectual property rights relating to all Work Product in any and all countries, including the disclosure to The Village of all pertinent information and data with respect to all Work Product, the execution of all applications, specifications, oaths, assignments and all other instruments that The Village may deem necessary in order to apply for and obtain such rights and in order to assign and convey to The Village, its successors, assigns and nominees the sole and exclusive right, title and interest in and to all Work Product, and any copyrights, patents, or other intellectual property rights relating to all Work Product. Consultant also agrees that Consultant's obligation to execute or cause to be executed any such instrument or papers shall continue after the termination of this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, Consultant has signed and delivered this Agreement, and the Village has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

CONSULTANT:
Cordova Rodriguez & Associates Inc
6941 SW 196 Ave Ste 28
Pembroke Pines, Fl. 33332

VILLAGE:
Bal Harbour Village
655 Ninety-Six Street
Bal Harbour, Fl. 33154

By: _____
Rosana D. Cordova, PE, AICP

By: _____
Jorge M. Gonzalez, Village
Manager

Attest: _____
Village Clerk

Approved as to form and legal
sufficiency for the use and
reliance of the Bal Harbour
Village only.

By: _____
Village Attorney

November 29, 2022

Mr. Eliezer Palacio, AIA
Building official (Client)
655 96th street
Bal Harbour, FL 33154

Re: Building Department / Public Works Plans Review / Utilities Consulting Services/P & Z
CRA Proposal No. 22P659

Dear Mr. Palacio:

Cordova Rodriguez & Associates, Inc. (Consultant) is pleased to present this proposal for Plans Review for Public Works and utilities inspections for the Village of Bal Harbour, Florida. The scope works includes the following:

1. Plans Review Services. This includes plans review for Building Department, Public Works and Utilities.
2. Inspection Services tasks related to the building inspections, public works Inspections and utilities Inspections.
3. Planning and Zoning Plans review as requested by the Village.

FEE: Not to exceed \$60,000 / fiscal year for Public Works/Utilities
Not to exceed \$60,000 / fiscal year for Planning & Zoning

Tasks beyond the approved budget will be billed at rate of \$100.00 / hour.

We appreciate the opportunity to present this additional service. If you have any questions, please call me at (954) 880-0180. Please indicate your acceptance of this additional service agreement in the space provided and return a copy to our office.

2022 HOURLY RATE SCHEDULE

Public Works Plans Reviewer/Inspector	\$100
Certified Planner/Zoning Inspector	\$100

Sincerely,



Rosana D Cordova, P.E., AICP
Cordova Rodriguez & Assoc., Inc.

Accepted By:

Eliezer Palacio, Building Official
Date: _____

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November 29, 2022

Mr. Eliezer Palacio, AIA
Building official (Client)
655 96th street
Bal Harbour, FL 33154

Re: Building Department / Public Works Plans Review / Utilities Consulting Services/P & Z
CRA Proposal No. 22P659

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1. Plans Review Services. This includes plans review for Building Department, Public Works and Utilities.
2. Inspection Services tasks related to the building inspections, public works Inspections and utilities Inspections.
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2022 HOURLY RATE SCHEDULE

Public Works Plans Reviewer/Inspector	\$100
Certified Planner/Zoning Inspector	\$100

Sincerely,



Rosana D Cordova, P.E., AICP
Cordova Rodriguez & Assoc., Inc.

Accepted By:

Eliezer Palacio, Building Official
Date: _____

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BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH THE BALMORAL GROUP FOR THE PREPARATION OF A WATER AND WASTEWATER RATE ANALYSIS TO SUPPORT PLANNED CAPITAL IMPROVEMENTS AND IDENTIFY FUTURE OPERATIONAL COSTS OF THE VILLAGE'S POTABLE WATER AND WASTEWATER MANAGEMENT SYSTEMS AT A COST NOT TO EXCEED \$40,446, INCLUSIVE OF A 7% CONTINGENCY ALLOCATION IN THE AMOUNT OF \$2,646 DOLLARS.

Issue:

Should the Village Council approve the Resolution approving the agreement with The Balmoral Group to conduct a water & wastewater rate analysis at a cost not to exceed \$40,446?

The Bal Harbour Experience:

Beautiful Environment Safety Modernized Public Facilities/Infrastructure
 Destination & Amenities Unique & Elegant Resiliency & Sustainable Community
 Other: _____

Item Summary / Recommendation:

Pursuant to Chapter 180, Florida Statutes, municipalities are authorized to establish just and equitable rates to be paid for the use of the utility. A requested proposal was received from The Balmoral Group, Inc. to perform Water and Wastewater Rate Analysis at a cost of \$37,800. The total not to exceed cost for the analysis as detailed within the proposal provided by the Balmoral Group, Inc. is \$40,446, inclusive of the applied contingency of 7% of the total cost, of \$2,646. The results of this activity will be presented for further Council review and consideration.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

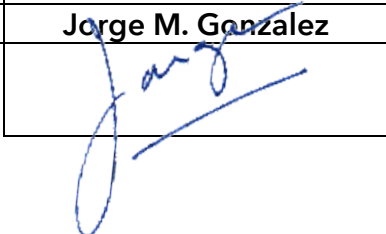
Advisory Board Recommendation:

N/A

Financial Information:

	Amount	Account	Account #
	\$40,446.00	Utility-Professional Services	40-36-503105

Sign off:


Director Public Works & Beautification Department	Chief Financial Officer	Village Manager
John Oldenburg	Claudia Dixon	Jorge M. Gonzalez
		

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: December 13, 2022

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH THE BALMORAL GROUP FOR THE PREPARATION OF A WATER AND WASTEWATER RATE ANALYSIS TO SUPPORT PLANNED CAPITAL IMPROVEMENTS AND IDENTIFY FUTURE OPERATIONAL COSTS OF THE VILLAGE'S POTABLE WATER AND WASTEWATER MANAGEMENT SYSTEMS AT A COST NOT TO EXCEED FORTY THOUSAND FOUR HUNDRED FORTY-SIX DOLLARS (\$40,446), INCLUSIVE OF A SEVEN PERCENT (7%) CONTINGENCY ALLOCATION IN THE AMOUNT OF TWO THOUSAND SIX HUNDRED FORTY-SIX (\$2,646) DOLLARS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

Water and Wastewater services within the Village are provided as an enterprise operation, through the Utility within the Public Works & Beautification Department. Services are funded as payments for measurable water and wastewater services are consumed. Pursuant to Chapter 180, Florida Statutes, municipalities are authorized to establish just and equitable rates to be paid for the use of the utility. Rates established as charges for services should sustain its operations, satisfy any related debt and capital needs.

The Utility Fund supports the operation and maintenance of the infrastructure, which distributes potable water to residents and businesses; collects, pumps, and transmits wastewater to the County treatment facilities. The activities conducted by a small team of in-house staff, along with various contracted service providers in this area include:

- Professional engineering services;
- Utility locates;
- Water testing;
- Maintenance of sewer station pumps;
- Wet wells and generators;
- Meter installation and service;
- Fire hydrant and water/sewer mains service;
- Capital projects relating to the Utility; and

- Regulatory compliance reporting.

The system requires continuous maintenance and periodic Capital upgrades to function as designed and comply with the United States Environmental Protection Agency (EPA), the Florida Department of Environmental Protection (FDEP), Florida Department of Health (DOH) and the Miami Dade County, Department of Environmental Resource Management (DERM) regulatory and permitting requirements. Staff conducted compliance activities demonstrates that the Village meets the standards for water quality, wastewater, and stormwater management. Annually, the Village submits fifty-one (51) compliance reports to the various regulatory agencies and all utility related capital project plans with As-Builts in geographic information system (GIS), format.

The FY 2022-23 Operating and Capital Budget for the Water and Wastewater Utility Fund is \$7.5 million. Of this amount \$5.3 Million represents the Operating Budget; and \$2.1 Million represents the Capital Budget. The Operating budget includes the pass-through consumption-based costs from Miami-Dade County and Miami Beach; the day-to day staffing and other costs needed to operate and maintain the Utility system; as well as funding for a rate study to ensure a rational approach towards setting rates to cover ongoing operating costs and anticipate potential future costs for capital projects in the future years. The Capital Budget includes funding towards the Utility Infrastructure Improvements Project (UIIP).

The multi-phased UIIP is well underway. During the past five (5) years most of the design and construction activities have occurred in the Gated Residential Community as detailed within the provided Quarterly Capital Project Status Reports.

As reflected in the Village's FYE 2023 Five Year Capital Improvement Plan Budget, the UIIP is estimated at approximately \$33 million. This amount includes an estimated cost of \$9.4 million of which funding has not been identified related to the water service main and sanitary sewer force main along 96 street that will require replacement; as well as sections of water service main lines along the east side and most of the west side of Collins Avenue. It is important to note that the estimate Utility UIIP costs herein constitutes the best estimate of the new and existing project funding required through future years. As implementation of each phase of the project nears, these costs are more specifically defined.

Funding to date for the Utility Fund's UIIP has been primarily covered through Debt Financing and Miami Dade County General Obligation Bond monies. Although significant progress has been made to date, there are phases to the Utility Infrastructure Improvements Project that may be delayed if funding is not identified in the near future.

ANALYSIS

For the Village utility operations, water is purchased at a wholesale rate from the Miami-Dade County Water and Sewer Department (Miami-Dade WASD), and the City of Miami Beach (CMB) applies a wholesale rate for Wastewater for sewer services which travels through their system for treatment at to the Miami-Dade WASD Virginia Key plant.

Wholesale water service is paid directly to Miami-Dade WASD, and wholesale sewer services are paid directly to the City of Miami Beach by the Village, for this reason their rates directly affect the rates the Village charges to our customers. In recent years we have passed through rate increases from our wholesale service providers to our customers.

A surcharge is included within the City of Miami Beach wholesale sewer rate as an administrative fee and a renewal and replacement infrastructure fee. In addition, Miami-Dade County requires a Service Fee of \$8.00 per each one hundred (\$100.00) of the receipts of the utility, this 8.0% is collected on each bill as Utility Tax and is remitted to the County at the conclusion of each fiscal year; this rate has remained unchanged since FY 2015. In contrast, the Village does not include a surcharge within our water/wastewater rate schedule that includes administrative costs, a renewal and replacement infrastructure fee or an equipment/vehicle replacement funding source.

Water/Wastewater rates have not been fully analyzed in over ten (10) years. Historically, the Village sets the water/wastewater rates to capture expenses based on consumption based pass-through fees charged by the County and Miami Beach; as well as anticipated staffing, operating & other maintenance costs. At this time the Village Utility Fund does not possess a methodology in place to evaluate the Fund's current rate structure, Operating & Maintenance (O&M), well as costs relative to planned capital costs. Additionally, the recent utility capital improvements which are complete, under construction and in planning, are not captured within a life cycle system, which anticipates future costs for 10- and 20-year horizons for the utility. Therefore, it is prudent to obtain a professional analysis of the Utility Fund. This analysis will incorporate current conditions along with anticipated future growth and Capital needs to establish a sound methodology for rate determinations going forward.

To obtain pricing to analyze the existing Utility Fund rate structure and affirm current identified costs to develop rate structure options, a requested proposal was received from The Balmoral Group to perform Water and Wastewater Rate Analysis at a cost of thirty-seven thousand eight hundred dollars (\$37,800), for the envisioned services. The Balmoral Group was retained as the lowest cost most responsive proposer to provide the Stormwater analysis in 2021, at a cost not to exceed thirty-six thousand eight hundred ninety-four dollars (\$36,894). To anticipate the cost of unforeseen conditions and additional meetings not accounted for within the proposals, it is appropriate to include a contingency of seven percent (7%) of the total cost, which equates in this instance to two thousand six hundred forty-six (\$2,646) dollars. Therefore, the total not to exceed cost for the development of a Stormwater user fee schedule as detailed within the proposal provided by the Balmoral Group is thirty-six thousand eight hundred ninety-four dollars (\$40,446), inclusive of the applied contingency.

The Scope of Work:

A summary of the submitted proposed scope of work and tasks is summarized below:

Scope:

- 1) Affirm the Village's current and Operating & Maintenance (O&M), costs and its proposed capital costs, and from these develop water and wastewater system-wide life-cycle costs for 10- and 20-year horizons for the utility; and
- 2) Create a fee schedule for monthly billing for water and wastewater service, based upon current individual account usage characteristics and consistent with the terms of the Village's utility ordinance.

Tasks:

- Task 1: Project Kickoff; Parcel Database;
- Task 2: Account Analysis - Using GIS and parcel address information, Balmoral will link account usage data to the parcel-based land use geodatabase created in its development of a stormwater fee for the Village
- Task 3: Descriptive Statistics for Usage - Using GIS and supporting statistical software Balmoral will determine number (and percent) of accounts billed at the minimum and for each increment above the minimum, for each of the three primary land uses in the Village
- Task 4: Service Provider Increases - Balmoral will coordinate with the City of Miami Beach and the Miami-Dade Water & Sewer Department to ascertain the likelihood (and magnitude) of increases in bulk water and wastewater services beyond FY22-23 and incorporate these into subsequent analysis
- Task 5: Rates Research - Based on the Council's interest in understanding the relationship between its proposed fees for stormwater management and those of nearby communities, Balmoral will conduct a similar assessment for water and wastewater rates, accounting for any differences in the units or basis for billing
- Task 6: Projected Costs - Balmoral will project O&M and capital costs for a 10-year and 20-year planning horizon, and project water (and related wastewater) usage over the two planning horizons, providing the expected usage by land use class and billing increment (including minimum). Balmoral will calculate water and wastewater rates that address all projected costs (including discounting and inflation as appropriate) for the two planning horizons
- Task 7: Draft and Final Reports - Balmoral will prepare a draft report summarizing all data, the methods used to support the water and wastewater rate analysis, all results (including statistical output), and a draft rate schedule and associated database for billing. Options for alternative rate schedule(s) will be discussed with Village staff, with pros and cons defined for each. Balmoral will respond to all comments provided by Village staff and prepare a Final Report
- Task 8: Council Hearing(s) - If requested, Balmoral will present its work to the Village Council and participate in any public hearings held as part of the rate adoption process

THE BAL HARBOUR EXPERIENCE

Conducting an analysis of the current water and wastewater fees, will ensure the Village water and wastewater rates will be sufficient to provide Utility services to the public on a continuing basis throughout the coming fiscal year which supports the goals of Safety, Modernized Public Facilities/Infrastructure as well as Resiliency & Sustainable Community.

CONCLUSION

The Utility Fund supports the operation and maintenance of the infrastructure, which distributes potable water to residents and businesses; collects, pumps, and transmits wastewater to the County treatment facilities. The system requires continuous maintenance and periodic Capital upgrades to function as designed and comply with the various regulatory agency requirements. Pursuant to Florida Statutes, municipalities are authorized to establish just and equitable rates to be paid for the use of the utility. Rates established as charges for services should sustain its operations, satisfy any related debt and capital needs.

The lack of a recent fund analysis or methodology to appropriately set Utility rates necessitates a review of the Utility Fund.

A requested proposal was received from The Balmoral Group to perform Water and Wastewater Rate Analysis at a cost of \$37,800. A 7% contingency of the total cost was applied to account for unplanned meetings and expenses which equates to \$2,646. Upon review, I have determined that it is in the best interest of the Village to retain the Balmoral Group to provide the envisioned services. Therefore, I am recommending your approval of the agreement with the Balmoral Group to conduct a water & wastewater rate analysis as detailed within their proposal at a total not to exceed \$40,446, inclusive of the applied contingency.

Attachments:

1. Proposal from The Balmoral Group, Inc. to conduct a water & wastewater rate analysis

RESOLUTION NO. 2022-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH THE BALMORAL GROUP FOR PREPARATION OF A WATER AND WASTEWATER RATE ANALYSIS TO SUPPORT PLANNED CAPITAL IMPROVEMENTS AND IDENTIFY FUTURE OPERATIONAL COSTS OF THE VILLAGE'S POTABLE WATER AND WASTEWATER MANAGEMENT SYSTEMS AT A COST NOT TO EXCEED FORTY THOUSAND FOUR HUNDRED FORTY-SIX DOLLARS (\$40,446), INCLUSIVE OF A SEVEN PERCENT (7%) CONTINGENCY ALLOCATION IN THE AMOUNT OF TWO THOUSAND SIX HUNDRED FORTY SIX (\$2,646) DOLLARS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Water and Wastewater services within the Village are provided as an enterprise operation, through the utility within the Public Works & Beautification Department; and

WHEREAS, services are funded as payments for measurable water and wastewater services when consumed; and

WHEREAS, pursuant to Chapter 180, Florida Statutes, municipalities are authorized to establish just and equitable rates to be paid for the use of the utility; and

WHEREAS, to ensure water and wastewater rates are sufficient to sustain Village water and wastewater services, provide for future Capital expenditures and service existing debt, an analysis of current the water and wastewater rate structure is required; and

WHEREAS, a requested proposal was received from The Balmoral Group, Inc. ("Balmoral") to conduct a Water and Wastewater Rate Analysis at a cost of thirty-seven thousand eight hundred dollars (\$37,800), for the envisioned services; and

WHEREAS, The Balmoral proposal to undertake this work is thirty-seven thousand eight hundred dollars (\$37,800), with a seven (7%) percent contingency in the amount of two thousand six hundred forty-six dollars (\$2,646) for a total cost not to exceed forty thousand four hundred forty-six dollars (\$40,446) for this study; and

WHEREAS, the Village Council has determined it is in the best interest of the Village to enter into an agreement with Balmoral. for the envisioned work.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

Section 2. Agreement Approved. That the agreement between the Village and The Balmoral Group, Inc. for the completion of a water and wastewater rate analysis at a total cost not to exceed forty thousand four hundred forty-six dollars (\$40,446), inclusive of a seven (7%) percent contingency in the amount of two thousand six hundred forty-six dollars (\$2,646), in substantially the form attached hereto as Exhibit "A" is hereby approved.

Section 3. Expenditure Approved. That the expenditure of budgeted funds for the provision of these services is hereby approved.

Section 4. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement the Agreement and the purposes of this Resolution.

Section 5. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 13th of December 2022.



Mayor Jeffrey Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney, Weiss Serota Helfman Cole & Bierman P.L.



Quote for Services

To: John Oldenburg, Director, Bal Harbour Parks and Public Spaces Department
From: Valerie Seidel
Date: 9/23/2021
Subject: Water and Wastewater Rate Analysis

The Balmoral Group is pleased to submit this quote to assist the Village of Bal Harbour in developing a basis for updated rates for potable water and wastewater to support both its planned capital improvements and the water and wastewater management system's operation and maintenance (O&M) costs, going forward.

Critical to a successful outcome of this project will be a solid understanding of the current water consumption characteristics within the Village and recent trends. The Balmoral Group (Balmoral) has provided guidance to other communities regarding water-related utilities and brings its highly regarded applications of GIS and statistics, insights gained from our statewide and international work as well as our in-house engineering expertise. Through its unique mix of staff resources with proven experience in economics, banking, planning, statistics, GIS, and engineering, Balmoral will provide the Council a well-reasoned and defensible foundation for the rate schedule that it seeks to adopt.

Balmoral recognizes several key factors and considerations relevant to both the analysis and the development of a water and wastewater rate schedule that addresses the needs of the Village and its unique composition of properties and ownership:

- The Village is effectively built-out, with limited redevelopment anticipated during the planning horizon. If the Village's Future Land Use Map includes any opportunities for property conversion to higher density or intensity (and potentially greater water use), Balmoral has relevant experience evaluating such probabilities.
- The Village's current land use is partitioned into its single-family "Gated Residential Community", its multi-family apartments and condominiums (both high-rise and low-rise), and its commercial properties. Balmoral understands that condominium homeowners' associations maintain their own utility accounts for water (e.g., irrigation of common areas and pool use), and this usage accrues to the building operator and not to any individual units.

- Balmoral understands that the Village has evaluated its costs for (near-term, 5 years) water and wastewater capital improvements and annual system operating costs and that these estimates should remain valid through FY22-23. Through its longstanding work supporting FDOT's State Materials Office, Balmoral has experience projecting future costs (concrete, steel, etc.) from industry trends that will be relevant for establishing life-cycle costs beyond the initial 5-year capital improvement initiative. Further, Balmoral is regarded for its cost-benefit work, ensuring that appropriate inflation (and discounting) factors are incorporated into such future costs.
- The Village intends to continue basing its fee schedule(s) rates for water and wastewater service in terms of increments of 1,000 gal per month, with a 3,000 gallon per month minimum, and that no tiered rate structure is contemplated.
- Balmoral is broadly experienced with US Census demographic and socio-economic data (at the block and block-group levels) and with individual business revenue data, should these become necessary to incorporate into recommendations for the rate schedule (e.g., should the number of persons per household change during the planning horizon).
- Balmoral further recognizes that the fee schedule may warrant reconsideration over time and can offer guidance on frequency of review and associated data needs, especially as may relate to prospective increases in bulk (wholesale) services provided by the Miami-Dade County Water and Sewer Department and the City of Miami Beach, respectively.

In sum, the proposed scope is intended to address the following primary goals:

- 1) Affirm the Village's current and O&M costs and its proposed capital costs, and from these develop water and wastewater system-wide life-cycle costs for 10- and 20-year horizons for the utility; and
- 2) Create a fee schedule for monthly billing for water and wastewater service, based upon current individual account usage characteristics and consistent with the terms of the Village's utility ordinance.

Balmoral recognizes the Village's interest in developing external sources of funding for water distribution and wastewater collection improvements (i.e., federal and state loans, grants, matching grants, or technical assistance). While not included in this quote, we are happy to advise the Village about such resources and can undertake additional analysis as a separate task if requested.

Our work effort estimate is 270 hours, allocated in the following table. The fee associated with this effort is \$37,800.

Bal Harbour Water and Wastewater Rates		
Task	Description	Hours
1	Kickoff; Project inception; Import and refine utility account database (from Village); Obtain O&M costs and projected capital costs and timing (from Village)	32
2	Link accounts to land use by tying utility account data to existing geodatabase from stormwater fee study; account for common area accounts; QA/QC database	32
3	Generate descriptive statistics to define usage categories (and characteristics) for residential, condo and commercial classes of use; QA/QC statistics	52
4	Coordinate with M-D WASH and City of Miami Beach re projected increases over planning horizons	8
5	Research water and wastewater rates for nearby and similarly sized communities; adjust rates to common denominator(s)	10
6	Project O&M and Capital Costs for 10 and 20-year planning horizons; Project water usage within by consumption class over 10 and 20 year planning horizons; Determine Draft Rates; QA/QC all calculations	80
7	Writeup and presentation of Draft and Final reports to Village Staff; Support agenda preparation, if needed	46
8	Meetings w/ Village Council; Public Hearing(s), if needed	10
	TOTAL	270

Our team is excited for this opportunity, and dedicated to its success. Each of our team members is committed to making this project our highest priority, and will dedicate our resources to offer expertise and resources that will address all of the Village Council’s requests, and withstand critique and the test of time. This is the type of project our team members are known for, specialize in, and enjoy. The Balmoral Group understands the effort required to successfully complete the proposed assignment, and commits appropriate resources to do so. We look forward to the opportunity to further demonstrate our capabilities to you.

Regards,



Valerie Seidel, President
The Balmoral Group

VILLAGE OF BAL HARBOUR, FLORIDA WATER AND WASTEWATER RATE ANALYSIS

PROPOSED APPROACH

The consulting services include a water and wastewater rate analysis and development of a draft rate schedule for consideration by the Village Council:

Task 1: Project Kickoff; Parcel Database; Cost Validation – Within 5 days of Notice to Proceed, Balmoral will schedule a kickoff meeting to review communication protocols, unresolved data concerns, format for deliverables and the Village’s timetable for presentation to Council. Prior to the Kickoff, Balmoral will identify and review project data needs, including any anticipated adjustments to water and wastewater system O&M and associated capital improvement program (including debt, if applicable), Village utility/services customer billing metadata statistics and administrative costs, and any relevant ordinances and policies (including the Comprehensive Plan) as may affect the water and wastewater programs. Balmoral will provide meeting minutes for Village review with 48 hours of the meeting.

Task 2: Account Analysis – Using GIS and parcel address information, Balmoral will link account usage data to the parcel-based land use geodatabase created in its development of a stormwater fee for the Village. The database will be adjusted to include HOA and building owner/manager water accounts for common areas. Balmoral will document its QA/QC procedures and outcomes for this step and others in this scope of work.

Task 3: Descriptive Statistics for Usage – Using GIS and supporting statistical software Balmoral will determine number (and percent) of accounts billed at the minimum and for each increment above the minimum, for each of the three primary land uses in the Village. This task may rely in part on statistical sampling.

Task 4: Service Provider Increases – Balmoral will coordinate with the City of Miami Beach and the Miami-Dade Water & Sewer Department to ascertain the likelihood (and magnitude) of increases in bulk water and wastewater services beyond FY22-23 and incorporate these into subsequent analysis.

Task 5: Rates Research – Based on the Council’s interest in understanding the relationship between its proposed fees for stormwater management and those of nearby communities, Balmoral will conduct a similar assessment for water and wastewater rates, accounting for any differences in the units or basis for billing.

Task 6: Projected Costs – Balmoral will project O&M and capital costs for a 10-year and 20-year planning horizon, and project water (and related wastewater) usage over the two planning horizons, providing the expected usage by land use class and billing increment (including minimum). Balmoral will calculate water and wastewater rates that address all projected costs (including discounting and inflation as appropriate) for the two planning horizons.

Task 7: Draft and Final Reports – Balmoral will prepare a draft report summarizing all data, the methods used to support the water and wastewater rate analysis, all results (including statistical output), and a draft rate schedule and associated database for billing. Options for alternative rate schedule(s) will be discussed with Village staff, with pros and cons defined for each. Balmoral will respond to all comments provided by Village staff and prepare a Final Report. Balmoral will support Village staff with the agenda item presenting these technical findings to the Council.

Task 8: Council Hearing(s) – If requested, Balmoral will present its work to the Village Council and participate in any public hearings held as part of the rate adoption process.

ADDITIONAL SERVICES

If requested, Balmoral will provide the Village with guidance on supplemental sources of funding to support stormwater system construction and management based on its experience providing similar services to other Florida communities. The guidance will reflect the magnitude of available funds, summaries of program priorities, application schedules and related information, and odds of success in securing funding.

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2022 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and, the Balmoral Group, an independent contractor ("Consultant"), with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Village seeks to develop a Stormwater system fee schedule; and

WHEREAS, the Village desires to enter into an agreement with Consultant for the provision of these services.

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

- I. **SCOPE OF SERVICES.** Consultant shall provide the scope of services ("Services" or "Work") set forth in Consultant's proposal ("Proposal"), incorporated herein and attached hereto as Exhibit "A." Consultant shall commence the Work upon receipt of a Notice to Proceed, in a form similar to Exhibit "B" attached hereto.
- II. **TERM.** This Agreement shall commence on the Effective Date and shall continue for 180 calendar days, unless otherwise terminated with or without cause, by the Village in accordance with the provisions of this Agreement.
- III. **PAYMENT.** In consideration of Consultant's completion of the Services rendered hereunder, the Village shall pay to Consultant, as provided for in the Proposal in the amount of \$37,800.00. Additional services shall not be provided without the Village's prior written approval and such approval shall be subject to the Village's execution of a Scope Change document, provided under separate cover.

All Services performed shall be invoiced to the Village. Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days for that portion (or those portions) of the service satisfactorily rendered (and referenced in the particular invoice).

IV. TERMINATION.

A. Termination for Cause.

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement, and shall grant the defaulting Party fifteen (15) business days to cure such default. If such default remains uncured after fifteen (15) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

Notwithstanding the above, Consultant shall not be relieved of liability to the Village for damages in an amount up to and not to exceed the total paid to date by the Village to Consultant sustained by the Village by virtue of any breach of the Agreement by the Consultant. The Village, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Village's rights and remedies against Consultant. The Village shall be entitled to recover all costs of such actions, including reasonable attorney's fees up to and not to exceed the total paid to date by the Village to Consultant.

B. Termination for Convenience of the Village.

The Village may, through its Village Manager, and for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Consultant of such termination; which shall become effective thirty (30) days following receipt by Consultant of such notice. If the Agreement is terminated for convenience by the Village, Consultant shall only be paid for any Services satisfactorily performed up to the date of termination; following which both parties shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Village pays Consultant in advance, the Village shall be entitled to a refund of the prorated amount calculated from the date the contract is terminated through the date that the contract would have expired had the Village not exercised

this clause, Consultant shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

V. INSURANCE REQUIREMENTS

Consultant shall maintain general commercial, automobile (where applicable), workers’ compensation, and professional liability insurance in an amount acceptable to the Village.

Consultant shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement

	<u>Per Occurrence</u>	<u>Aggregate</u>
General Liability	\$1,000,000	\$2,000,000
Automobile Liability	\$1,000,000 combined single limit per accident	
Professional Liability	\$500,000	\$1,000,000
Workers’ Compensation	Statutory Amount	

This Agreement shall not be deemed approved until the Consultant has obtained all insurance required under this section and has supplied the Village with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Village shall be named as an additional insured via a blanket endorsement in the endorsement for commercial and automobile liability coverage. The Village shall approve of such Certificates prior to the performance of any Services pursuant to this Agreement.

CERTIFICATE HOLDER MUST READ

Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best’s Key Rating Guide and be licensed to do business in Florida. Consultant’s liability insurance shall be primary to any liability insurance policies that may be carried by the Village. Consultant shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

Consultant agrees to provide at least thirty (30) calendar days written notice

of cancellation, material change, or renewal refusal to the Village by certified mail, unless policies are renewed with equal or better coverage.

VI. INDEMNIFICATION.

Both Parties agree to indemnify and hold harmless the other Party and its officers, employees, agents, and contractors, from and against any and all third party actions (whether at law or in equity), claims, liabilities, losses, judgments, costs and expenses, including, but not limited to, attorneys' fees and costs (collectively, "Losses"), for personal or bodily injury, wrongful death, or loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or willful or intentional conduct of the negligent Party, its officers, employees, agents, subcontractors, or any other person or entity acting under negligent Party's control or supervision, arising out of the negligent Party's performance of the Services pursuant to this Agreement. To that extent, the negligent Party shall pay all such Losses which may issue from any lawsuit arising from such claims, and shall pay all costs and attorneys' fees expended by the afflicted Party in the defense of such claims and losses, including appeals. Subject to Section 768.28, Florida Statutes, which monetary limits shall apply regardless of whether they would apply in the absence of this provision, the Village shall indemnify the Consultant up to the statutory limits.

Nothing in this Agreement shall be deemed or treated as a waiver by the Village of any immunity to which it is entitled by law, including but not limited to the Village's sovereign immunity as set forth in Section 768.28, Florida Statutes.

VII. ENTIRE AGREEMENT.

This Agreement, Consultant's proposal, and any warranties shall constitute the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. Any amendment to the terms of this Agreement shall be evidenced in writing and executed by both Parties.

VIII. WARRANTIES.

Consultant represents and warrants that Consultant is free to enter into the

terms of this Agreement and that Consultant has no obligation to any third party or otherwise that are inconsistent with any of its provisions. Consultant further represents and warrants that Consultant has and shall maintain for the duration of this Agreement, all professional licenses required to be held by an individual or entity providing the Services by any and all federal, state or local law, rule or policy.

Consultant warrants that its services are to be performed within the limits prescribed by the Village and with the usual thoroughness and competence of the Consultant's profession.

Consultant shall be responsible for technical deficiency in the Service deliverables due to errors and omissions for two years after the date of acceptance of the Services by the Village. The Consultant shall, upon the request of the Village, promptly correct or replace all deficient work due to errors or omissions without cost to the Village.

Consultant acknowledges that the responsibilities enumerated in this Agreement (a) will not adversely affect her primary employment; (b) will not create a conflict of interest as defined by Chapter 112, Part III of the Florida Statutes or Section 2-11.1 of the Miami-Dade County Code.

IX. NON-EXCLUSIVITY.

This Agreement is non-exclusive. The Village retains the right to engage the services of additional third-party Consultants or assign responsibilities to an employee of the Village to perform the same or similar services provided by Consultant under this Agreement and to assign work to such parties in its sole discretion.

X. SEVERABILITY.

The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be

valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

XI. ANTI-DISCRIMINATION

Consultant certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Consultant further agrees that neither Consultant, nor any parent company, subsidiaries or affiliates of Consultant are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

XII. SCRUTINIZED COMPANIES

- A.** Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- B.** If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or

engaged with business operations in Cuba or Syria during the term of the Agreement.

- C. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

XIII. NOTICES.

All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To Village: Jorge Gonzalez, Village Manager
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

Copies To: Dwight S. Danie, Village Clerk
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

Susan L. Trevarthen, Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 E. Broward Blvd. Suite 1900
Fort Lauderdale, FL 33312

To Consultant: Valerie Seidel, President
The Balmoral Group
113 S. Monroe Street
Tallahassee, FL 32301

XIV. COMPLIANCE WITH LAWS.

Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.

XV. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.

XVI. SURVIVAL OF TERMS.

Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

XVII. GOVERNING LAWS.

This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which arises out of this Agreement in any way.

XVIII. NO CONTINGENT FEES.

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

XIX. WAIVER.

No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

XX. FORCE MAJEURE.

Non-performance of Consultant or Village shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

XXI. INDEPENDENT CONTRACTOR.

Consultant has been procured and is being engaged to provide Services to the Village as an independent contractor, and not as an agent or employee of the Village. Accordingly, Consultant shall not attain nor be entitled to any rights or benefits of the Village, nor any rights generally afforded classified or unclassified employees of the Village. Consultant further understands that Florida Workers' Compensation benefits available to employees of the Village are not available to Consultant, and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the Village under this Agreement.

XXII. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Pursuant to Section 119.0701 of the Florida Statutes, Consultant agrees to:

A. Keep and maintain public records in Consultant's possession or

control in connection with Consultant's performance under this agreement. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

- B.** Upon request from the Village's custodian of public records, Consultant shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and final documents provided or created in connection with this Agreement are and shall remain the property of the Village. Notwithstanding, it is understood that at all times Consultant's workpapers shall remain the sole property of Consultant, and are not subject to the terms of this Agreement.
- D.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Consultant shall be delivered by Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Consultant will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

- E. Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- F. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-866-4633 clerk@balharbourfl.gov OR BY MAIL: Village of Bal Harbour - Village Clerk's Office, 655 96th Street, Bal Harbour, FL 33154.

XXIII. E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Village. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Bal Harbour.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute

by the Contractor, the Contractor may not be awarded a public contract by the Village for a period of 1 year after the date of termination.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Consultant has signed and delivered this Agreement, and the Village has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

CONSULTANT:
The Balmoral Group
113 S. Monroe Street
Tallahassee, FL 32301

VILLAGE:
Bal Harbour Village
655 Ninety-Sixth Street
Bal Harbour, FL 33154

By: _____
Valerie Seidel
President

By: _____
Jorge M. Gonzalez, Village
Manager

Attest: _____
Dwight S. Danie
Village Clerk

Approved as to form and legal
sufficiency for the use and
reliance of the Bal Harbour
Village only.

By: _____
Village Attorney

EXHIBIT "A"

Scope of Services Primary Goals:

- 1) Affirm the Village's current and O&M costs and its proposed capital costs, and from these develop water and wastewater system-wide life-cycle costs for 10- and 20-year horizons for the utility; and
- 2) Create a fee schedule for monthly billing for water and wastewater service, based upon current individual account usage characteristics and consistent with the terms of the Village's utility ordinance.

Our work effort estimate is 270 hours, allocated in the following table. The fee associated with this effort is **\$37,800**.

Bal Harbour Water and Wastewater Rates		
Task	Description	Hours
1	Kickoff; Project inception; Import and refine utility account database (from Village); Obtain O&M costs and projected capital costs and timing (from Village)	32
2	Link accounts to land use by tying utility account data to existing geodatabase from stormwater fee study; account for common area accounts; QA/QC database	32
3	Generate descriptive statistics to define usage categories (and characteristics) for residential, condo and commercial classes of use; QA/QC statistics	52
4	Coordinate with M-D WASD and City of Miami Beach re projected increases over planning horizons	8
5	Research water and wastewater rates for nearby and similarly sized communities; adjust rates to common denominator(s)	10
6	Project O&M and Capital Costs for 10 and 20-year planning horizons; Project water usage within by consumption class over 10 and 20 year planning horizons; Determine Draft Rates; QA/QC all calculations	80
7	Writeup and presentation of Draft and Final reports to Village Staff; Support agenda preparation, if needed	46
8	Meetings w/ Village Council; Public Hearing(s), if needed	10
TOTAL		270

SCOPE OF SERVICES APPROACH

PROPOSED APPROACH

The consulting services include a water and wastewater rate analysis and development of a draft rate schedule for consideration by the Village Council:

Task 1: Project Kickoff; Parcel Database; Cost Validation - Within 5 days of Notice to Proceed, Balmoral will schedule a kickoff meeting to review communication protocols, unresolved data concerns, format for deliverables and the Village's timetable for presentation to Council. Prior to the Kickoff, Balmoral will identify and review project data needs, including any anticipated adjustments to water and wastewater system O&M and associated capital improvement program (including debt, if applicable), Village utility/services customer billing metadata statistics and administrative costs, and any relevant ordinances and policies (including the Comprehensive Plan) as may affect the water and wastewater programs. Balmoral will provide meeting minutes for Village review with 48 hours of the meeting.

Task 2: Account Analysis - Using GIS and parcel address information, Balmoral will link account usage data to the parcel-based land use geodatabase created in its development of a stormwater fee for the Village. The database will be adjusted to include HOA and building owner/manager water accounts for common areas. Balmoral will document its QA/QC procedures and outcomes for this step and others in this scope of work.

Task 3: Descriptive Statistics for Usage - Using GIS and supporting statistical software Balmoral will determine number (and percent) of accounts billed at the minimum and for each increment above the minimum, for each of the three primary land uses in the Village. This task may rely in part on statistical sampling.

Task 4: Service Provider Increases - Balmoral will coordinate with the City of Miami Beach and the Miami-Dade Water & Sewer Department to ascertain the likelihood (and magnitude) of increases in bulk water and wastewater services beyond FY22-23 and incorporate these into subsequent analysis.

Task 5: Rates Research - Based on the Council's interest in understanding the relationship between its proposed fees for stormwater management and those of nearby communities, Balmoral will conduct a similar assessment for water and wastewater rates, accounting for any differences in the units or basis for billing.

Task 6: Projected Costs - Balmoral will project O&M and capital costs for a 10-year and 20-year planning horizon, and project water (and related wastewater) usage over the two planning horizons, providing the expected usage by land use class and billing increment (including minimum). Balmoral will calculate water and wastewater rates that address all projected costs (including discounting and inflation as appropriate) for the two planning horizons.

Task 7: Draft and Final Reports - Balmoral will prepare a draft report summarizing all data, the methods used to support the water and wastewater rate analysis, all results (including statistical output), and a draft rate schedule and associated database for billing. Options for alternative rate schedule(s) will be discussed with Village staff, with pros and cons defined for each. Balmoral will respond to all comments provided by Village staff and prepare a Final Report. Balmoral will support Village staff with the agenda item presenting these technical findings to the Council.

Task 8: Council Hearing(s) - If requested, Balmoral will present its work to the Village Council and participate in any public hearings held as part of the rate adoption process.

ADDITIONAL SERVICES

If requested, Balmoral will provide the Village with guidance on supplemental sources of funding to support stormwater system construction and management based on its experience providing similar services to other Florida communities. The guidance will reflect the magnitude of available funds, summaries of program priorities, application schedules and related information, and odds of success in securing funding.

EXHIBIT B - NOTICE TO PROCEED

BAL HARBOUR

- V I L L A G E -

JORGE M. GONZALEZ
VILLAGE MANAGER

Date

The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789

RE: Agreement - 2022/Water & Wastewater Rate Analysis

Valerie Seidel:

Please consider this your official Notice to Proceed on the above referenced work/service. You are hereby authorized to proceed with the work as of _____. Contract time will begin to be counted on this day. The work shall be completed within the prescribed timeframe as specified in the contract documents.

The Village has appointed John Oldenburg as the Village's Representative who will be your single point of contact.

If you have any questions, please contact the Village Representative.

Sincerely,

Jorge M. Gonzalez
Village Manager

Cc: John Oldenburg, Director Parks and Public Spaces Department
Claudia Dixon, Chief Financial Officer

BAL HARBOUR

- V I L L A G E -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION SETTING COUNCIL MEETING DATES FOR THE 2023 CALENDAR YEAR.

Issue:

Should the Council approve the Resolution setting meeting dates for calendar year 2023?

The Bal Harbour Experience:

- | | | |
|---|---|--|
| <input type="checkbox"/> Beautiful Environment | <input type="checkbox"/> Safety | <input type="checkbox"/> Modernized Public Facilities/Infrastructure |
| <input type="checkbox"/> Destination & Amenities | <input type="checkbox"/> Unique & Elegant | <input type="checkbox"/> Resiliency & Sustainable Community |
| <input checked="" type="checkbox"/> Other: Section 22 of the Village Charter requires the Village Council meet at least once each month, except for August. | | |

Item Summary / Recommendation:

Section 22 of the Village Charter requires that the Village Council meet at least once each month, except for August which is considered Summer Recess. For several years, the Village Council has opted to meet on the third Tuesday of each month at 6:30 p.m.

As discussed at the November 22, 2022 Council Meeting, there does not appear to be a conflict with this pattern in 2023, with exceptions in the months of January and March.

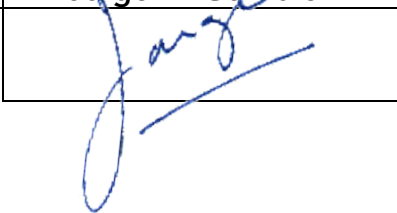
The January 2023 meeting is proposed for the fifth Monday (30th) and the March 2023 meeting is being proposed for the fourth Monday (27th) due to conflicts which would affect a quorum.

Additionally, since September requires two meetings for the adoption of the fiscal year budget, the date of September (19th) First Budget Hearing and September (27th) is highlighted as the potential 2nd budget hearing date.

Discussion was also had about the originally proposed dates for the Council Retreat in January. Staff revisited available dates from the facilitator and received feedback from each of you on the proposed alternate dates. At this time based on your feedback, we propose February (23rd) and (24th) as the dates for the 2023 Village Council Retreat.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Sign off:


Director Title	Chief Financial Officer	Village Manager
Director Name	Claudia Dixon	Jorge M. Gonzalez
		

BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: December 13, 2022

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; SETTING COUNCIL MEETING DATES FOR THE 2023 CALENDAR YEAR; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

Section 22 of the Village Charter requires that the Village Council meet at least once each month, except for August which is considered Summer Recess. For several years, the Village Council has opted to meet on the third Tuesday of each month at 6:30 p.m.

As discussed at the November 22, 2022 Council Meeting, there does not appear to be a conflict with this pattern in 2023, with exceptions in the months of January and March.

The January 2023 meeting is proposed for the fifth Monday (30th) and the March 2023 meeting is being proposed for the fourth Monday (27th) due to conflicts which would affect a quorum.

Additionally, since September requires two meetings for the adoption of the fiscal year budget, the date of September (19th) First Budget Hearing and September (27th) is highlighted as the potential 2nd budget hearing date.

Discussion was also had about the originally proposed dates for the Council Retreat in January. Staff revisited available dates from the facilitator and received feedback from each of you on the proposed alternate dates. At this time based on your feedback, we propose February (23rd) and (24th) as the dates for the 2023 Village Council Retreat.

THE BAL HARBOUR EXPERIENCE

Section 22 of the Village Charter requires that the Village Council meet at least once each month, except for August which is considered Summer Recess.

CONCLUSION

I therefore propose the following meeting schedule for 2023 for general discussion and consensus a 2023 Calendar of Potential Meeting Dates is attached as well.

- January 30, 2023
- February 21, 2023
- February 23 & 24, 2023 - Council Retreat
- March 27, 2023
- April 18, 2023
- May 16, 2023
- June 20, 2023
- July 18, 2023
- **(August Recess)**
- September 19, 2023 - First Budget Hearing & Village Council Meeting
- September 27, 2023 - Second Budget Hearing
- October 17, 2023
- November 21, 2023
- December 19, 2023

Attachments:

1. 2023 - Calendar of Potential Meeting Dates

RESOLUTION NO. 2022-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; SETTING COUNCIL MEETING DATES FOR THE 2023 CALENDAR YEAR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 22 of the Village Charter requires that the Village Council meet at least once each month, except for August; and

WHEREAS, last year the Village Council opted to meet the third Tuesday of each month at 6:30 p.m.; and

WHEREAS, the Village Council desires to continue meeting the third Tuesday of each month for 2023 at 6:30 p.m. and

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That the above stated recitals are hereby adopted and confirmed.

Section 2. **Setting Village Council 2023 Meeting Dates.** The Village Council Meeting dates for the 2023 calendar year will be on the third Tuesday of each month at 6:30 PM except for January 2023, which will be on the fifth Monday (30th) of the month, and March 2023, which will be on the fourth Monday (27th.) of the month.

Section 3. **Implementation.** The Village Manager is hereby authorized to take any actions necessary to implement the purposes of this Resolution. Any changes to the Council meeting dates for 2023 calendar year may be approved by motion of the Village Council.

Section 4. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 13th day of December, 2022.



Mayor Jeffrey Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

JANUARY

M	T	W	T	F	S	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY

M	T	W	T	F	S	S
			1	2	3	4 5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23 24	25	26	
27						

JANUARY

2nd • New Years Day
16th • Dr. Martin Luther King's Birthday

FEBRUARY

20th • Presidents Day
23th & 24th • Village Council Retreat

MARCH

M	T	W	T	F	S	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	30	26	27		29	30

MARCH

6th & 7th • Purim

APRIL

5th & 13th • Passover Begins/Ends
7th • Good Friday
9th • Easter Sunday

MAY

M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE

M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY

25th - 27th • Shavuot
29th • Memorial Day

JUNE

19th • Juneteenth

JULY

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST

M	T	W	T	F	S	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JULY

4th • Independence Day

AUGUST

SEPTEMBER

M	T	W	T	F	S	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER

M	T	W	T	F	S	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER

4th • Labor Day
15th-17th • Rosh Hashanah
24th & 25th • Yom Kippur
27th • Second Budget Hearing

OCTOBER

September 29th - October 6th • Sukko
6th -8th • Shmini Atzeret/Simchat Tora

NOVEMBER

M	T	W	T	F	S	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER

M	T	W	T	F	S	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER

10th • Veterans Day (observed)
23th & 24th • Thanksgiving

DECEMBER

7th -15th • Chanukah
25th • Christmas Day

 Proposed Village Council Meeting Dates
 Council Retreat Dates
 Tentative Second Budget Date
 Holidays - Village Hall Open Dates

 Weekend Dates
 Village Hall Observed Holidays
 N/A Village Election Date
 Village Induction Date

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA APPROVING A UNITY OF TITLE, SUBMITTED BY BAL HARBOUR SHOPS, LLC, FOR THE BAL HARBOUR SHOPS, BAL HARBOUR FLORIDA, TO COMBINE TWO LOTS INTO ONE LOT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

Issue:

Should the Council approve a Unity of Title for Bal Harbour Shops LLC?

The Bal Harbour Experience:

- | | | |
|--|---|---|
| <input type="checkbox"/> Beautiful Environment | <input type="checkbox"/> Safety | <input checked="" type="checkbox"/> Modernized Public Facilities/Infrastructure |
| <input type="checkbox"/> Destination & Amenities | <input type="checkbox"/> Unique & Elegant | <input checked="" type="checkbox"/> Resiliency & Sustainable Community |
| <input type="checkbox"/> Other: _____ | | |

Item Summary / Recommendation:

Bal Harbour Shops, LLC (the Shops) plans to operate and maintain a private sanitary sewer pump station and associated gravity sewer lines, from which its property will be connected to the sanitary sewer system owned and operated by the Village. Because part of the system is on the old Church By The Sea parcel, the County is requiring that the Shops unify the title of that parcel and its main property. Managing the sewer system in this manner, by allowing a new connection to private facilities within the Shops' property rather than connecting directly to Village facilities, will be more cost-effective for the Shops. The Village staff has reviewed the proposed arrangements and determined that they are acceptable.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Advisory Board Recommendation:

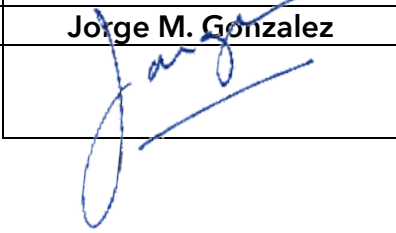
N/A

Financial Information:

	Amount	Account	Account #
	N/A	N/A	N/A

Sign off:

Director Public Works & Beatification Department	Chief Financial Officer	Village Manager
John Oldenburg	Claudia Dixon	Jorge M. Gonzalez




BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: December 13, 2022

SUBJECT: **A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA APPROVING A UNITY OF TITLE, SUBMITTED BY BAL HARBOUR SHOPS, LLC, FOR THE BAL HARBOUR SHOPS, BAL HARBOUR FLORIDA, TO COMBINE TWO LOTS INTO ONE LOT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

Bal Harbour Shops, LLC (the Shops) plans to operate and maintain a private sewage pumping station and associated gravity sewer lines, from which its property will be connected to the sanitary sewer system owned and operated by the Village. Because part of the system is on the old Church By The Sea parcel, the County is requiring that the Shops unify the title of that parcel and its main property. Managing the sewer system in this manner, by allowing a new connection to private facilities within the Shops' property rather than connecting directly to Village facilities, will be more cost-effective for the Shops. The Village staff has reviewed the proposed arrangements and determined that they are acceptable.

The Shops agrees to restrict the use of the Property and maintain the sewer system as described in the Unity of Title (Exhibit 1).

ANALYSIS

Miami Dade County wishes to ensure that a single entity shall be responsible for operating and maintaining in good working order the private sewage pumping station and other associated facilities serving the Property. It is reasonable to require that the properties be unified so that the portions of the sewer system on private property will remain under unified control. The Unity of Title will be recorded, and cannot be changed without the concurrence of the Village and the County.

THE BAL HARBOUR EXPERIENCE

This action is aligned with the Village's stated mission through *The Bal Harbour Experience*. By this Unity of Title, the Public Works and Beautification can enhance public safety and ensure resiliency and a sustainable community

CONCLUSION

The Administration recommends council approve the adoption of this resolution, allowing the Village Manager to take any action necessary for implementation.

Attachments:

1. Exhibit 1 - Unity of Title

RESOLUTION NO. 2022_____

A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA APPROVING A UNITY OF TITLE, SUBMITTED BY BAL HARBOUR SHOPS, LLC, FOR THE BAL HARBOUR SHOPS, BAL HARBOUR FLORIDA, TO COMBINE TWO LOTS INTO ONE LOT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

WHEREAS, Bal Harbour Shops, LLC (the "Applicant") seeks to unify the old Church By the Sea parcel and the Bal Harbour Shops parcel, Bal Harbour, Florida, into one lot; and

WHEREAS, the Village Council desires to approve the Unity of Title for the Applicant to combine two lots into one lot; and

WHEREAS, the Village Council finds that the approval is warranted.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Approved. That the above stated recitals are hereby adopted and confirmed.

Section 2. Approval of Unity of Title. That the application to create one lot out of two by unifying the old Church By the Sea parcel and the Bal Harbour Shops parcel into one property, as described in Exhibit "A" of the Unity of Title, is hereby approved.

Section 3. Implementation. That the Village Manager is hereby authorized to take any action necessary to implement this Resolution.

Section 4. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 13th day of December 2022.



Mayor Jeffrey Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

This instrument was prepared by:

Howard L. Friedberg, Esq.
Katz Barron
901 Ponce de Leon Boulevard
Tenth Floor
Coral Gables, Florida 33134

UNITY OF TITLE

THIS UNITY OF TITLE, made and entered into this ____ day of December, 2022, by BAL HARBOUR SHOPS, LLC, a Delaware limited liability company, hereinafter designated as the "OWNER", whose mailing address is: 420 Lincoln Road, Suite 320, Miami Beach, Florida 33139, to MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, its successors and assigns, hereinafter designated as the "COUNTY".

WITNESSETH

WHEREAS, the BAL HARBOUR VILLAGE PUBLIC WORKS & BEAUTIFICATION DEPARTMENT, hereinafter designated as the "DEPARTMENT", operates the sanitary sewer system owned by the Village of Bal Harbour, Florida, hereinafter designated as the "VILLAGE"; and

WHEREAS, the OWNER holds the fee simple title to the land in Miami-Dade County, Florida described in Exhibit "A" attached hereto and hereinafter called the "Property"; and

WHEREAS, the OWNER desires that it be allowed to operate and maintain a private sewage pumping station and associated other facilities, including gravity sewer lines, from which the Property shall be connected to the sanitary sewer system owned and operated by the DEPARTMENT; and in consideration of providing said services at a substantial savings to the OWNER by allowing new connection to private facilities within the Property rather than requiring that the connections be made directly to facilities of the DEPARTMENT within dedicated rights-of-way or easements, the OWNER agrees to restrict the use of the Property as described herein; and

WHEREAS, the COUNTY wishes to ensure that a single entity shall be responsible for operating and maintaining in good working order the private sewage pumping station and other associated facilities serving the Property; and

WHEREAS, the OWNER recognizes and acknowledges that for the public health, welfare, safety and morale, the herein described property should not be divided into separate parcels owned by several owners, and in consideration of providing sewer services by the DEPARTMENT to the subject property at a substantial savings to the OWNER by allowing new connections to private facilities of the OWNER within the property described above rather than requiring that the connections be made directly to facilities of the DEPARTMENT located within dedicated rights-of-way, and for other good and valuable considerations, the OWNER hereby agrees to restrict the use of the subject property in the following manner:

1. The OWNER further agrees that described properties shall be considered as one plot and parcel of land and that no portion of said plot and parcel of land shall be sold, transferred, devised or assigned separately, except in its entirety as one plot or parcel of land. However, the sale of individual condominium units, if otherwise allowed under the applicable laws and regulations, shall not be prohibited.
2. The OWNER shall be solely responsible for operating and maintaining said private sanitary sewage pumping station in an efficient manner and in complete compatibility with the DEPARTMENT'S system. The OWNER shall prevent said pumping station from being a nuisance or detrimental to public health or safety. The OWNER shall make, at its sole expense, any reasonable changes or additions to keep pressures compatible with the DEPARTMENT'S system. The OWNER shall ensure that all necessary permits for said system are obtained, and for ensuring that the requirements of such permits are at all times complied with. Nothing contained herein shall be construed as waiving the requirement that the OWNER complies with any provision of the Code of Miami-Dade County or the Code of the Village of Bal Harbour, or waiving any such provision with respect to the development.
3. The OWNER shall disconnect its temporary, private sanitary sewage pumping station and reconnect its on-site sewer system to the COUNTY'S future sanitary sewer collection system when said collection system becomes available. The cost of this work shall be borne solely by the OWNER. Further, the owner agrees that it shall pay its proportionate share of the cost of the construction of the future sanitary sewer collection system abutting the Property herein described.
4. The OWNER further agrees that this condition, restriction, and limitation and the obligations set forth herein shall be deemed a covenant running with the land and shall remain in full force and effect and be binding upon the undersigned, its successors and assigns, until such time as the same may be released in writing by the Director or designee of the DEPARTMENT, the VILLAGE manager, and by the COUNTY'S Division of Environmental Resources Management (DERM), or the respective successor departments, provided, however, that said release shall only be executed, at a minimum, when the Property has connected at no cost to the DEPARTMENT to additional sewer facilities within dedicated rights-of-way or easements that have been properly constructed, so that all portions of the property can be served from adjacent and abutting sewer facilities of the DEPARTMENT or COUNTY, or if no development utilizing a private system or facilities was constructed or developed on the property prior to the expiration or release of an Agreement for Water and/or Sanitary Sewer Services between the OWNER and DEPARTMENT or COUNTY.
5. This Unity of Title is being recorded in the Public Records of Miami-Dade County, Florida, for the particular purpose of placing all owners or occupants, their successors and assigns, upon notice of the provisions herein contained. The OWNER shall pay all recording fees.
6. The OWNER does hereby fully warrant that it has good title to the above-described property and that it has full power and authority to execute this Unity of Title.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials as of the day and year above written.

WITNESSETH:

BAL HARBOUR SHOPS, LLC
a Delaware limited liability company

Whitman Family Properties, LLLP, a
Florida limited liability limited partnership,
its Manager

Signature

By: _____

Print Name

Print Name: _____

Signature

Title: _____

Print Name

STATE OF FLORIDA)
 SS)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of: ___ physical presence; or ___ remote auto-visual means, this ___ day of December, 2022, by _____, as authorized representative of Whitman Family Properties, LLLP, a Florida limited liability limited partnership, as Manager of BAL HARBOUR SHOPS, LLC, a Delaware limited liability company, who is personally known to me or presented _____ as identification.

Notary Public

Print Name

Serial Number

APPROVED FOR BAL HARBOUR VILLAGE, MIAMI BEACH, FLORIDA

BY: _____
 JORGE M. GONZALEZ Village Manager

ATTESTED BY VILLAGE CLERK

BY: _____

City Seal

APPROVED AS TO LEGAL FORM

BY: _____
VILLAGE ATTORNEY
Bal Harbour Village

STATE OF FLORIDA
COUNTY OF MIAMI-DAE

I HEREBY CERTIFY that on this _____ day of December, 2022, before me, personally appeared JORGE M. GONZALEZ, as Village Manager, of the Bal Harbour Village, a municipal corporation, to me well known to be the person described in and who executed the foregoing Agreement and that said person has been authorized by City Council to execute this Agreement.

Commission Expiration

NOTARY PUBLIC

F:\LIB\DOCS\02630202\TTL\14N4838.DOCX

Exhibit "A"

All of the BUSINESS SECTION OF BAL HARBOUR, according to the plat thereof, as recorded in Plat Book 60, at Page 39, among the Public Records of Miami-Dade County, Florida, except for Area Nos. 3 and 4 thereof.

AND THE ORIGINAL COMMUNITY CHURCH TRACT:

THAT PORTION OF TRACT "D" AS SHOWN ON THE PLAT OF THE "RESIDENTIAL SECTION OF BAL HARBOUR" RECORDED IN PLAT BOOK 44, AT PAGE 98 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, OF WHICH THE FOLLOWING IS THE METES AND BOUNDS DESCRIPTION:

COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 2 AS SHOWN ON A PLAT ENTITLED "RESIDENTIAL SECTION OF BAL HARBOUR" RECORDED IN PLAT BOOK 44, AT PAGE 98 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, RUN SOUTHEASTERLY ACROSS PARK DRIVE, ALONG THE WESTERLY LINE OF CAMDEN DRIVE EXTENDED SOUTHERLY, A DISTANCE OF 63.64 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY OF TRACT "D" AS SHOWN ON THE ABOVE MENTIONED RECORDED PLAT; THENCE CONTINUE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID CAMDEN DRIVE EXTENDED, A DISTANCE OF 370 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

FROM SAID POINT OF BEGINNING RUN SOUTHWESTERLY ALONG A LINE NORMAL TO THE SAID WESTERLY LINE OF CAMDEN DRIVE EXTENDED, A DISTANCE OF 130 FEET TO A POINT; THENCE RUN SOUTHEASTERLY ALONG A LINE PARALLEL TO THE WESTERLY LINE OF CAMDEN DRIVE EXTENDED, A DISTANCE OF 150.25 FEET TO A POINT ON A LINE WHICH IS PARALLEL TO AND 20 FEET DISTANT NORTHERLY FROM THE NORTHERLY LINE OF 96TH STREET AS SHOWN ON THE ABOVE MENTIONED RECORDED PLAT; THENCE RUN EASTERLY ALONG A LINE PARALLEL TO AND 20 FEET NORTHERLY OF THE NORTH LINE OF SAID 96TH STREET, A DISTANCE OF 109.99 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE DEFLECTING TO THE LEFT; THENCE RUN ALONG THE ARC OF SAID CIRCULAR CURVE DEFLECTING TO THE LEFT AND HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 110°35'25", A RADIUS OF 20 FEET AND A TANGENT DISTANCE OF 28.88 FEET, A DISTANCE OF 38.60 FEET TO A POINT; THENCE RUN NORTHWESTERLY ALONG A LINE TANGENT TO THE ABOVE MENTIONED CIRCULAR CURVE ALONG THE WESTERLY LINE OF SAID CAMDEN DRIVE EXTENDED, A DISTANCE OF 170.22 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED.

AND ADDITIONAL COMMUNITY CHURCH TRACT:

COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 2, AS SHOWN ON A PLAT ENTITLED "RESIDENTIAL SECTION OF BAL HARBOUR" RECORDED IN PLAT BOOK 44, AT PAGE 98 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, RUN SOUTHEASTERLY ACROSS PARK DRIVE, ALONG THE WESTERLY LINE OF CAMDEN DRIVE EXTENDED SOUTHERLY, A DISTANCE OF 63.64 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY OF TRACT "D" AS SHOWN ON THE ABOVE MENTIONED RECORDED PLAT; THENCE CONTINUE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID CAMDEN DRIVE EXTENDED, A DISTANCE OF 370 FEET TO A POINT; THENCE RUN SOUTHWESTERLY ALONG A LINE DEFLECTING 90° TO THE RIGHT, NORMAL TO THE SAID WESTERLY LINE OF CAMDEN DRIVE EXTENDED, A DISTANCE OF 130 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED, SAID POINT BEING THE NORTHWESTERLY CORNER OF THE ORIGINAL COMMUNITY CHURCH PROPERTY; THENCE CONTINUE SOUTHWESTERLY ALONG THE LAST MENTIONED COURSE EXTENDED 26 FEET TO A POINT; THENCE RUN SOUTHEASTERLY ALONG A LINE DEFLECTING 90° TO THE LEFT, PARALLEL TO AND 26 FEET DISTANT SOUTHWESTERLY FROM THE ORIGINAL COMMUNITY CHURCH PROPERTY, A DISTANCE OF 140.485 FEET TO A POINT ON A LINE WHICH IS PARALLEL TO AND 20 FEET DISTANT NORTHERLY FROM THE NORTHERLY LINE OF 96TH STREET AS SHOWN ON THE ABOVE MENTIONED RECORDED PLAT; THENCE RUN EASTERLY ALONG A LINE DEFLECTING 69°24'35" TO THE LEFT, SAID LINE BEING PARALLEL TO AND 20 FEET NORTHERLY FROM THE NORTH LINE OF SAID 96TH STREET, A DISTANCE OF 27.774 FEET TO A POINT, SAID POINT BEING THE SOUTHWESTERLY CORNER OF THE ORIGINAL COMMUNITY CHURCH PROPERTY; THENCE RUN NORTHWESTERLY ALONG A LINE DEFLECTING 110°35'25" TO THE LEFT, SAID LINE BEING THE SOUTHWESTERLY LINE OF THE ORIGINAL COMMUNITY CHURCH PROPERTY, A DISTANCE OF 150.25 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL AUTHORIZING DISBURSEMENT OF VILLAGE GENERAL EMPLOYEE AND VILLAGE MANAGER PERFORMANCE BONUSES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Issue:

Should the Village Council approve this Resolution to award a performance bonus to General Employees in the Village for the calendar year 2022.

The Bal Harbour Experience:

- | | | |
|---|---|--|
| <input type="checkbox"/> Beautiful Environment | <input type="checkbox"/> Safety | <input type="checkbox"/> Modernized Public Facilities/Infrastructure |
| <input type="checkbox"/> Destination & Amenities | <input type="checkbox"/> Unique & Elegant | <input type="checkbox"/> Resiliency & Sustainable Community |
| <input checked="" type="checkbox"/> Other: <u>Employee Reward and Retention</u> | | |

Item Summary / Recommendation:

The Village Pay Plan for General Employees includes a component for an annual non-compounding performance bonus for employees not covered by a union with a bonus of up to 4% of their salary for non-management employees and up to 5% of their salary for management employees (since they are exempt from earning overtime). There are 61 employees eligible for the bonus, excluding all sworn police officers covered by the PBA Collective Bargaining Agreement, vacant positions and the Village Manager. The total amount budgeted is \$243,435 for all positions. Based on the evaluations scores for the employees eligible for a performance bonus, the total amount to be awarded is \$189,173, which represents 78% of the allocated / budgeted funds (the difference is due to not all positions being eligible for the full 12 months of the performance bonus; some employees only receiving a partial performance bonus amount rather than the full budgeted amount; and vacant positions.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Advisory Board Recommendation:

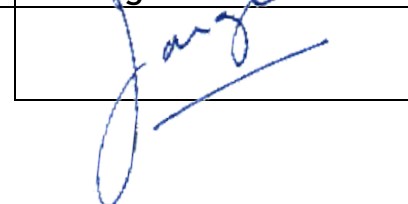
N/A

Financial Information:

Amount	Account	Account #
\$189,173	Salaries & Wages in various operating accounts	Various Funds - 501200

Sign off:

Human Resources Director Ramiro Inguanzo	Chief Financial Officer Claudia Dixon	Village Manager Jorge M. Gonzalez
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BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: December 13, 2022

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING DISBURSEMENT OF VILLAGE GENERAL EMPLOYEE AND VILLAGE MANAGER PERFORMANCE BONUSES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

In 1990, the Village Council adopted a pay plan for the Village's General Employees with an annual non-compounding "performance bonus" for all Village employees who are not covered under the Collective Bargaining Agreement (CBA) with the Dade County Police Benevolent Association (PBA). Village employees covered under the collective bargaining agreement are sworn police officers, detectives, and sergeants. Performance bonuses for the general employees have traditionally been issued in December of each year.

ANALYSIS

General employees, both full-time and part-time, are eligible for a performance bonus up to 4% of their salary. Management employees (those employees who report directly to the Village Manager) are eligible for up to 5% of their pay as they are exempt from earning overtime. The ratings are based upon evaluation by the employee's immediate supervisor in the areas of: (1) work performance, (2) demeanor, (3) dependability and (4) attendance. The performance bonus is pro-rated for employees eligible but who have not served a full year with the Village. Contractors and consultants for the Village are not part of this program and not eligible for a performance bonus.

There are 61 employees eligible for the FY 2021-22 performance bonus, excluding sworn police officers covered by the PBA Collective Bargaining Agreement, vacant positions and the Village Manager. The total amount budgeted for this year's bonuses is \$243,435 for all eligible positions. In January 2020, the Council voted to have the Village Manager supervise and evaluate the Village Clerk. As a result, the Village Clerk's evaluation is done in a manner consistent with all other Department Directors. I have met with the Village Clerk to discuss his evaluation and performance for this past year and it is included as part of this calculation.

Based on the evaluations scores for the 61 employees eligible for a performance bonus, the total amount to be awarded is \$189.173, which represents 78% of the allocated / budgeted funds.

The performance bonus for the Village Manager is to be determined by the Village Council. In November, I provided you with the Village Manager's Annual Report for 2022-2023. I have already met individually with each of you to discuss this report and my evaluation. Included in this Resolution is authorization for a performance bonus and/or other adjustments for the Village Manager to be determined by the Village Council.

THE BAL HARBOUR EXPERIENCE

Our employees are the resources needed to ensure that all the pillars and main elements that contribute to *The Bal Harbour Experience* are accomplished and having a team of professional employees is paramount to ensuring that the Village's mission and vision are achieved.

CONCLUSION

Funds for this program have been included in the FY 2022-23 Operating Budget. Approval to expend these funds in the manner described above is recommended. The Council is asked to consider this item as a whole and not discuss the ratings of individual employees as that review process has already been conducted by the respective immediate supervisor.

Attachments:

1. Village Manager's Annual Report 2022-2023

RESOLUTION NO. 2022-

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING DISBURSEMENT OF VILLAGE GENERAL EMPLOYEE AND VILLAGE MANAGER PERFORMANCE BONUSES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, general employees of the Village are eligible to receive a performance bonus of up to 4% of their salary and management employees of the Village are eligible to receive a performance bonus of up to 5% of their salary (collectively, the "Bonuses"); and

WHEREAS, the amount of the Bonus awarded to an employee is based upon evaluations of the employee by his or her immediate supervisor in the areas of work performance, demeanor, dependability and attendance; and

WHEREAS, Bonuses are pro-rated for employees who have not served a full year with the Village; and

WHEREAS, pursuant to the Village Manager's employment agreement, the Village Manager is eligible to receive a Bonus; and

WHEREAS, the Council has reviewed the Village Manager's Annual Report for 2022-23 and desires to award the Manager a Bonus of _____; and

WHEREAS, Bal Harbour Village and our staff played lead roles on several fronts in our community, and

WHEREAS, funds for the award of Performance Bonus have been included in the FY 2022-23 Operating Budget;

WHEREAS, the Village Council desires to reward Village employees for their dedication and outstanding service.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** That the above stated recitals are hereby adopted and confirmed.

Section 2. Bonuses Authorized.

- A. That the Village Manager is hereby authorized to award the Bonuses to eligible Village staff.
- B. The Village Council hereby authorizes a Bonus to the Village Manager in the amount of _____.

Section 3. Implementation. That the Village Manager is hereby authorized to take any actions necessary to implement the purposes of this Resolution.

Section 4. Effective Date. That this Resolution shall become effective immediately upon the adoption hereof.

PASSED AND ADOPTED this 13th day of December, 2022.



Mayor Jeffrey Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

BAL HARBOUR

- V I L L A G E -

OFFICE OF THE VILLAGE MANAGER

MEMORANDUM

TO: Honorable Mayor and Members of the Village Council
FROM: Jorge M. Gonzalez, Village Manager 
DATE: November 4, 2022
SUBJECT: **Village Manager's Annual Report 2021-2022**

November 12, 2022 will mark my ninth year of service to Bal Harbour Village. I am honored to have served as your Village Manager during this time and I look forward to continuing to have the opportunity and privilege to do so. Each year I prepare and present to the Mayor and Council an Annual Report which summarizes our collective achievements, accomplishments, and activities for the past year. This report highlights the key intended outcomes and successes in delivering The Bal Harbour Experience and is aligned with the Village's Mission, Vision and Values.

Pursuant to Section 5.3 of my employment agreement with Bal Harbour Village, the Council shall evaluate the performance of the Village Manager each year. This Annual Report summarizes the areas of focus this past year and the resulting noteworthy accomplishments and should be a helpful resource as you review the past year. As I have done in previous years, I am attaching a copy of an evaluation form developed by the International City/County Management Association (ICMA) modified for use by Bal Harbour Village, which may be helpful to you as part of the evaluation process. Please be reminded that this information is subject to the Florida Sunshine Law and should be used with that consideration.

Our mission, vision and values guide our strategic plan, which sets clear goals, establishes priorities, and provides for the direction of our organization. These elements are reviewed routinely throughout the year, and are revisited and reaffirmed at our annual retreat meetings. At this year's Council Retreat in March, we reviewed our strategic plan and priorities, adjusted the language and considered various initiatives. The outcome of that exercise was a reaffirmation of the commitment to our vision (with some updates) which was first established in 2019. At the June 15, 2022 Council meeting, the proposed updates were adopted. In order to continue to accomplish our mission and vision, we have remained focused on working on our priorities aligning our resources to achieve our goals. Our vision for Bal Harbour Village is that we will be the safest residential community, with a beautiful environment and unparalleled

destinations and amenities, providing uniqueness and elegance to ensure the highest quality of life for our residents, and an unmatched experience for our visitors from around the world. This vision helps achieve our mission of delivering The Bal Harbour Experience - that distinctive feeling one experiences when living in or visiting our unique, elegant, curated and refined community.

Since my report to you last year, I am happy to advise that we are continuing to make significant progress on our priority areas. In addition, through prudent financial management and fiscal policies, we ended the 2021-2022 Fiscal Year with a substantial surplus of approximately \$5.4 million. All active projects in our Capital Improvement Program (CIP) have progressed and are at expected levels of construction, design or contracting. Especially noteworthy is the long awaited beach renourishment project which was completed without incident and well ahead of the allotted timetable.

Our efforts in soliciting and securing grants and other non-local funds for our projects have been hugely successful resulting in over \$7 million committed to Bal Harbour projects from outside sources this year. Improvements and service enhancements by our Building Department have been well-received by our customers and continue to ensure that our community is safe and structurally sound.

Public safety remains a priority and we continue our community policing efforts, which have kept our crime rates at historically low levels. We completed the renovations to the gated area guardhouse and are nearing completion of the installation of the long awaited security camera and access control system for the gated community. Lastly, the installation of the security gates for the front entrance have been contracted and should be installed within the next 4 to 6 weeks. This past hurricane season, the Emergency Management Team was activated on two occasions as our community was threatened with potential storm landfalls. While we ultimately avoided any direct impacts, Tropical Storm Alex and Hurricane Ian both affected our community and staff took the necessary precautions called for in our Emergency Management Plan.

During the past budget cycle and in anticipation of the opening of the new waterfront park, I undertook a strategic review of our organizational structure resulting in a reorganization of the Parks & Public Spaces and Tourism Departments. In order to better meet the needs of each of these areas and accomplish our goals, I created the Recreation, Arts & Culture Department. Special events and activations took place year-round, including the largest-yet attended Independence Day Celebration, offering our residents and guests a variety of opportunities to participate in cultural, arts and special event programming. Organizationally, we implemented the provisions of the Collective Bargaining Agreement (CBA) with the Police Union which went into effect this fiscal year, including the Early Retirement Incentive Program, which is expected to, yield a savings of \$225,000 per year. Changes to the General Employee

Pension were also developed and implemented which are expected to yield savings in future years.

I want to especially highlight two noteworthy and significant accomplishments that came to hugely successful conclusions this past year. Late last year, the Village Council approved an Addendum to the Development Agreement between the Village and the Bal Harbour Shops. This addendum brought to a successful conclusion negotiations between the parties that had been ongoing for more than one year. As part of resolving the matter, the Village received the title to the Fairfield Parcel and received a payment in excess of \$19 million towards construction of the planned new Village Hall well in advance of what had been expected. While the timetable for completion of new Village Hall will be delayed until 2027, the Village now has title and funds secured and has an inflation protection clause to ensure that the project will not be adversely affected by costs escalating due to inflation. You will recall that this issue arose when BHS asserted force majeure and tolling protections due to the impacts of COVID-19 and the declared emergency.

As you know, the Jetty Improvement project at Haulover Inlet received its permit from the Army Corps of Engineers (USACE) in September of this year. This review took almost three years and was nearly rejected in June of this year. The project required my immediate intervention and nearly full-time effort and attention until we received the approval in September. I personally engaged with the USACE directly at all levels up to and including the District Commander, Col. James Booth. In addition, I used my County contacts to work with a Federal Lobbyist under contract with Miami-Dade County and engaged Representative Wasserman Schultz' and Senator Scott's offices. While I kept you informed as the process progressed, I cannot stress enough the significance of this successful result. It was truly a team effort and as was related to me by members of the USACE, we were approved for a project that is "...without precedence in their district." In addition, this permit was secured in time for the project to be awarded the Florida Inland Navigation District (FIND) grant award of \$2 million.

The following is a more complete summary of our accomplishments over this past year. For ease of reference, they are aligned with the key pillars of The Bal Harbour Experience:

Beautiful Environment

Presenting an aesthetically beautiful setting for our residents and visitors is a key contributor to The Bal Harbour Experience, and our efforts remain focused on maintaining a beautiful environment for Bal Harbour Village.

Progress continues with our Capital Improvement Projects. The Bal Harbour Park construction is moving forward with the project over 60% complete with an anticipated substantial completion for Spring 2023. The building reached a milestone in October when it was "topped off" signifying a major milestone in the construction timeline. The Seawall and Dock

Replacement project located at the park was completed in January 2022. As part of the ongoing construction, we developed the Owner's Direct Purchase Program which offers tax savings on all materials and services paid for by the Village; to date more than \$175,000 in tax savings have been realized on this project.

The Bal Harbour Jetty at Haulover Inlet project is well into the CD phase of construction plans. We have spent extensive effort this past year to work through the extremely difficult permitting process with the U.S. Army Corps of Engineers (USACE) permit. Coordination among the Federal, State, and County review agencies has been critical, as all levels of government have an important stake in the existing facility. There are two distinct federal projects which converge at the location: the inlet navigation widening completed in mid-1960s and the Shoreline Protection project and beach renourishment which was completed in the 1970s. Understandably, there were many complex details and nuances to dealing with these issues, but we were successful in conducting the additional required studies and ultimately were able to secure the permit approval.

More recently, we were able to resolve the outstanding issues raised by the representatives of the One Bal Harbour and their concerns regarding the impact to their loading dock and parking availability once the Plaza under the Herman Fultz Bridge was constructed. This project is a component of the larger Jetty project and was put on hold pending resolution of the USACE permitting and resolution with the neighboring building. These matters have been successfully addressed and we can now proceed.

Lastly, we were able to develop an Interlocal Agreement with the Town of Surfside to revive the 96th Street Street End improvement project. Once approved by the Surfside Council, the agreement will allow us to proceed to develop Construction Documents for the design. It is our intention to bid those documents concurrently with the Jetty project (assuming the timing aligns) in order to maximize economies of scale and take advantage of the contract administration. The 96th Street Street End Project is a gateway that creates a progressive vision that highlights the goals and ambitions of our active communities of residents and tourists. The plan brings together three distinct objectives: improving civic spaces for residents and visitors, improving resiliency and sustainability, and creating a new vision for the entrance into our coastal beachfront.

The new Village Hall project is moving along as well with the Council having approved the Architectural and Engineering agreement with Zyscovich Architects and the programming phase expected to commence by the end of the year. We anticipate conducting various community input meetings early next year ultimately resulting in a Basis of Design Report for the Village Council consideration in 2023.

Our Utility Infrastructure Improvement projects continue to make progress. On the north end, the 700-foot sanitary sewer line main replacement was completed earlier this year. The remaining section is expected to be completed within the coming days. The water system and curb and gutter installations are complete. Upon completion of the final section of sewer line, the north section of the gated area will be ready for the final milling and paving of all streets north of Harbour Way West.

We continue to proceed with the Utility Master Plan work on the south side of the gated area and have made significant strides on the water portion. All distribution lines for areas 5B, 5C, 6A and 6B have been installed (ahead of schedule). Meter relocations continue in the 5B and 5C areas as planned. Sewer lining has been completed in most areas, with the exception of sections which are slated for replacement (3-4 locations in the south end).

In addition, the Village was successful in securing a \$2 million grant (which will be matched with \$1 million from funds awarded through the federal Infrastructure Bill) to substantially upgrade and upsize the stormwater pump station. This upgrade is now project #7 and is an unplanned addition to our utility program. It is the result of aggressive grant writing and capitalizing on opportunities as they arise. This project is currently in design and we expect to award a construction contract next year. This is in addition to extensive stormwater work required for the areas along Camden and Park Drive in areas 6A and 6B, which is also in design with expected work to commence next year.

The newly reorganized Public Works & Beautification Department continued to work this past year on improving the appearance of the Village through routine maintenance, landscaping and cleaning of our public areas. Implementing smart policies and strategic solutions to address the challenges of today and to ensure that we remain a Resilient and Sustainable community able to protect our future are critical. Several projects completed this year contributed to this goal. Most significantly, the long-awaited beach sand nourishment project was completed, which added over 164,000 cubic yards of sand to Bal Harbour Beach, 74 days ahead of completion schedule. We continue to coordinate with Miami-Dade County to provide daily beach cleaning and seaweed removal along the northern portion of Bal Harbour Beach. The amount of sargassum on the beaches throughout the county is at a record high, already surpassing the last two years. In December 2021, the Village Council passed a Resolution following up on the passage of the Beach Equipment Ordinance, which now provides for the compliance and regulation of storage bins, chairs and umbrellas for all properties on Bal Harbour Beach, ensuring a cleaner and more consistent order of these items. Our efforts to promote recycling in the Village continued with site visits to all multi-family condominiums along Collins Avenue and meetings with management representatives to review their collection programs and provide site specific recommendations for recycling enhancements.

Developing and maintaining well-designed and modernized public facilities and infrastructure is critical to our overall efforts in creating a beautiful environment. The continuous maintenance of the Village's infrastructure is an ongoing effort and was again conducted throughout this fiscal year. This included: cleaning and rehabilitation of sewer and storm-water manholes and catch basins throughout the Village; replacement and installation of pumps at all Village pump stations; installation of 390 tons of coquina sand on the beach and service paths; various sidewalk repairs along Collins Avenue and our landscaping efforts throughout all areas of the Village.

Lastly, our Public Works & Beautification staff all received training this past year in order to maintain existing and newly constructed Village Facilities and Infrastructure, with courses and certifications related to utilities, water delivery, and wastewater, sanitary and stormwater collections.

Destination and Amenities

This past year was successful in many ways with regards to the Village's Resort Tax collections. During the COVID-19 pandemic, the allure of South Florida and Bal Harbour, with our distinctive hotels featuring an abundance of suites for extended stay visitors, our secluded beach, and the exceptional culinary offerings featuring plenty of outdoor dining, resulted in Bal Harbour Village continuing to be a favored destination to both visitors as well as residents who normally only spent the winter months here. Our hotels and restaurants reported very strong demand during this time period resulting in all-time record collections in a single year. Eight of these months (October through April and August) have been our best ever for those months, and with year-end results just calculated, we have surpassed our previous record year by almost 25%, with a new record of approximately \$5.9 million collected in resort tax for the FY 2021-2022. While we have begun to see some level of moderation in recent volumes, rates continue to hold steady and our hotels all continue to prosper. Rates at each of our properties are the highest they have ever been, with occupancy also at impressive levels. The restaurants in Bal Harbour are also performing extremely well. This past year, Makoto moved into its new space on the third floor of the Bal Harbour Shops and has exceeded expectations. Revenue at all restaurants in Bal Harbour have yielded record Resort Tax collections this past year.

The Bal Harbour Shops is an important destination and amenity in the Village. The Shops attracts visitors from all over the world with the allure of luxury shopping and high-end restaurants. The Addendum to the Bal Harbour Shops Development Agreement was approved by the Village Council, which continues to allow for the on-going expansion of the Shops. Throughout the discussions between the Shops and the Village, it was my intent to keep any changes made to the existing development agreement to a minimum. Our focus with the Shops has been to secure as much of the pending public benefit value in advance so as to not have a similar situation occur in the future. The main concern appeared to revolve around the Shop's inability to deliver the New Village Hall in the timeframe originally provided for. The

new addendum will relieve the Shops of the responsibility to construct the project but required them to accelerate granting the deed for the Fairfield parcel and more importantly make a full payment on the cost of the project as of the date of the Addendum. Leaving only a "True-Up" calculation to account for any inflation in costs between 2021 and when we anticipate beginning construction of New Village Hall, expected to be sometime in June 2025 at the latest. In addition, the Shops will fund project management costs the Village may incur by assuming the responsibility to construct. On November 4, 2021 the Village received the Deed to the Fairfield Parcel, and received the more than \$19 million payment for the costs of the New Village Hall and Voluntary Contribution installments that were past due. The Shops are now fully current with the obligations of the Development Agreement and continue to progress on their construction of the parking garage with an expected opening by the end of this year.

To help promote our destination and amenities, staff worked on a new and updated print, digital and video marketing campaign which are being used in the Village's promotion efforts. This new campaign will continue to focus on positioning Bal Harbour Village as a premier luxury and lifestyle destination worldwide, on strengthening our brand awareness and demand, generating business for our partners, and contributing to and preserving beautification and safety in our community.

Unique & Elegant

Our commitment to engaging our community and visitors remained firmly in place this past year so as to ensure that our community is closely connected with their government. Biweekly conference calls with all of the General Managers of the Condominiums and Hotels, which began as part of our COVID 19 response in 2020, have continued and in June 2022 we had the first in-person meeting with this group to further create personal relationships amongst this group. We continue to use our various digital communication efforts - the Wireless Emergency Notification System (WENS), e-mails, and social media - to help us connect with our residents and guests. Over the past few months, our staff has continued to work on a new and updated website for both our local government services and tourism offerings which has just been launched. This new, modern website is more user-friendly and customer-service oriented, and allows us to use it in more effective and informative ways to connect with our residents, guests and tourists.

We have continued to focus on engaging our community and visitors through our public events and programming to ensure our communication and outreach with all of our stakeholders remain as connected as possible. This past year, we began to again produce our printed quarterly Village newsletters, which had been paused during the COVID-19 pandemic. For many of our residents, this printed format is the best possible way for us to communicate with them and provide information. The proposed budget continues to fund and enhance all of these efforts wherever possible.

As part of the Village's 75th anniversary, a number of special events took place. The Village partnered with the Opera Gallery, based at the St. Regis Bal Harbour Resort, to display eight sculptures by renowned Spanish Artist Manolo Valdes throughout Bal Harbour, at no cost to the Village. This partnership with the Opera Gallery will continue this upcoming year with a new exhibit of different sculptures which will be installed throughout the Village, again at no cost to the Village.

Our traditional kick-off to the Holiday Season took place in November 2021 with the annual lighting of the enhanced holiday décor on Founders Circle and along Collins Avenue. The event featured a musical performance by the South Florida Symphony Orchestra, as well as "snow", treats and beverages for residents and guests of all ages. On New Year's Eve, a fireworks display took place over Bal Harbour beach to ring in the new year which was a welcome enhancement after a several year absence.

We developed a partnership with South Florida Symphony Orchestra to host a "Symphony by the Sea" year-long music series with "pop-up" musical performances alternating between the Jetty and the Green Space in front of the Gated Community. Given the popularity of the yoga on the beach program during the holidays, we expanded this activity this year and now provide yoga on the beach events year-round.

Our "Movies on the Beach" series returned this past year, with several movies presented. This year, we partnered with Miami Jewish Film Festival for a showing of "The Automat", which premiered at our event. We also partnered with the Miami Film Festival (MFF) for a showing of "Miami Rhapsody", which had premiered at the MFF 25 years ago. The movie, filmed in Miami, included several scenes filmed in Bal Harbour Village and at the Bal Harbour Shops. Just a few weeks ago, on October 15, we kicked off a new season of movies on the beach with Disney's Coco, in honor of Hispanic Heritage Month. We will continue hosting these popular events, with films geared towards various demographics, throughout the year.

During Art Basel / Miami Beach, we created a full week of activations, private VIP brunches for guests and residents, and special access to many events taking place. Staff is in the process of finalizing details for events for this year's Art Basel / Miami Beach. We relaunched our monthly private tours with our Museum Access partners and museums for residents and guests, and hosted several of these opportunities throughout the year. We just kicked off the season with a private guided tour of the newly added Rubell Museum in October, and will continue with our next event of a guided tour of the private home collection of Rosa and Carlos de la Cruz.

In January 2022, we brought the "Hate Ends Now" Exhibition to Bal Harbour Village, which provided for Holocaust education and awareness. In February, we sponsored a South Beach Wine and Food Festival Shabbat Dinner at the Ritz-Carlton Bal Harbour. In March, as part of the year-long 75th Anniversary programming, we again partnered for a second year with the

Bal Harbour Shops to bring the Fleurs de Villes exhibition to Bal Harbour. This year, we added floral-outfitted mannequins to include the north and south entrance to Bal Harbour and in the Bal Harbour Shops, with four of the Manolo Valdes Sculptures adorned with flowers along Collins Avenue, Founders Circle and on the Beach Path. Additionally, St. Regis and Ritz-Carlton both participated with mannequins featured on-property as well as in the Bal Harbour Shops.

Safety

Public Safety in our community remains our top priority. Anchored by our focus on the "Community Policing" model, our Police Officers are staffed, trained, and motivated to provide excellent service and safety to our residents and guests. The visible presence of our Police Officers, investments in state-of-the-art technology and incorporation of innovative policing strategies ensure that our community remains safe and is recognized as a leader and model for public safety. Our efforts in our Building Department are also critical in ensuring that our community is safe and structurally sound.

This past year, the Bal Harbour Police Department continued to focus on its mission of providing excellent public safety services to our residents, businesses and visitors. The Village continues to report low crime rates. The Beach Officer position remains in place to ensure safety along our beach and jogging/walking paths. While our crime statistics remain historically low, our arrest rates for Part I Uniform Crime Reporting (UCR) crimes increased by 14.7%, reflecting our Police Department's commitment to solving crimes in our community. In our ongoing efforts to properly train and invest in our employees, the entire Bal Harbour Police Department participated in an organizational and leadership training program focusing on teambuilding and individual leadership development aligned with the Police Department's mission, vision and values.

During this year's retreat, the Police Department provided the Council with in-depth data about police activity throughout the Village. A focus on ensuring quality of life and enjoyment of public spaces remains paramount to The Bal Harbour Experience and the department's mission. As a result, this year, the department updated its traffic enforcement policy, which provides a framework for the reduction of traffic crashes and injuries, as well as facilitates the safe and expeditious flow of vehicular and pedestrian traffic. These objectives are met through a combination of educational and enforcement activities. These activities have included proactive traffic enforcement on the Collins Avenue corridor, as well as coordination of multi-agency traffic details within Bal Harbour Village.

Based on direction from the Council, an ordinance was drafted and approved to regulate film and photography activity within a publicly owned, managed or controlled site, facility or right-of-way within the Village. The adoption of this ordinance, which seeks to address a safety concern raised by the Village Council, ensures that commercial activity would be regulated in a way which allows for the enjoyment of public areas by residents and visitors. The ordinance

establishes an annual permit process, which went into effect in October 1, 2022, with three (3) permit holders currently authorized to film from a designated area on the jetty.

Our Police Department continues to remain active in the community in several ways and we continue to increase our community outreach, activities and events. These include our ongoing community events such as the annual bicycle safety event to engage children of all ages in our community and highlight the importance of bicycle safety; the Surf-Bal-Bay Night Out, in conjunction with the Towns of Surfside and Bay Harbor Islands Police Departments, as part of the National Night Out Initiative, an annual community-building campaign promoting police-community partnerships and neighborhood camaraderie; Cops & Kids Holiday Toy Drive; School Book Bag Give Away; participation in Child Cancer Awareness Month events; Autism Awareness trainings and events; and the continued participation by our Command Staff in the Bal Harbour Rotary Club.

The Building Department achieved a great deal this past year toward our goal of delivering a positive experience for our customers and an expedited and efficient delivery of services. Several high-level accomplishments are worth mentioning, including: expanding inspections and plan reviews to 4 days per week for all trades; establishing a "One Stop Shop" with Miami-Dade County by offering concurrent plan review between the Village and the County (which will greatly reduce the plan review turnaround time for both residential and commercial projects); creating an additional service of electronic recording with the Miami-Dade County Recorder's Office which allows contractors and residents the convenience of recording documents locally instead of having to go to the County Recorder's Office in-person; and establishing an internal turnaround time for plan reviews at 14 days for Commercial projects and 7 days for Residential projects. The Building Department also continues to scan all existing plans and permits to be archived digitally, and moving forward, will scan daily work in order to have a fully digitized archive of all documents. Our new permitting software system has been initiated and is in beta testing. This software will allow for convenient access to information and facilitate efficient electronic plan review.

Organizational Priorities and Internal Infrastructure

In addition to the elements described above which contribute to The Bal Harbour Experience, other areas contribute to our vision, including developing and maintaining our external and internal infrastructure.

The fiscal integrity of the Village and ensuring the functionality of our infrastructure is a daily priority. We continue to focus our efforts to establish appropriate controls and further improve the Village's internal processes while planning for the future and developing a more resilient community. Since I became your Village Manager, the Finance Department operations have evolved to improve the control environment between functional activities, timely issuance and filing of compliance reports, complete timely reconciliations of financial activity, continued

enhancement of the financial reporting process, supporting capital project initiatives, and improving customer service delivery for ad valorem and non-ad valorem tax, and Village Utility inquires. We were again awarded the Government Finance Officer Association Certificate of Achievement for Excellence in Financial Reporting for the 2020 ACFR for the seventh year in a row. The Village's FY 2021 external audit was concluded with the issuance of the ACFR with an unqualified opinion; and we anticipate receiving the award again this year. This year, as a result of federal grant funds received, we were required to also complete and issue a 2021 Single Audit Report in Accordance with Uniform Guidance, which was done with no findings/comments.

As we look to effectively manage our treasury, this past year we established an investment management program; inclusive of onboarding an investment management firm and establishing and implementing an investment policy as well as establishing and implementing investment financial reporting procedures. This program will result in a higher annual yield on our investments and cash management. Additional activities this year, included continuing to closely work with various Federal, State and Local agencies to recapture eligible expenses the Village incurred as a result of COVID-19 pandemic as well as various capital projects.

Over the last few years, we have completed a number of Information Technology (IT) infrastructure improvements and productivity software implementations, that helped create a more efficient and effective working environment for the Village staff and our departments. Our IT team enhanced the overall network performance and security of our technology with the latest updates and patches to allow a more stable and secured environment across each location for our employees and users of our technology. In support of the Building Department's new Permitting Software, all equipment and software has been programmed to facilitate the transition. IT also worked with the Capital Improvement Projects Department to expand the Village's access control system to include the new Parks Facility. This enhanced access control system will allow the use of one access control card to be used at all Bal Harbour Village facilities. In particular, this year, a great deal of effort was placed on cybersecurity initiatives in order to ensure the safety and integrity of the Village's network. The Village engaged Clarium, a cybersecurity consultant, for a cybersecurity assessment, which analyzed the Village's current network environment and provided recommendations for additional security measures and upgrades. As a result of their recommendations, the IT Department, in coordination with our IT consultant, CGA, implemented additional security measures on the network to isolate traffic via a geographic internet protocol to block communication with certain regions identified as well-known malware hubs in order to enhance network security. Moreover, our IT team identified a more advanced endpoint protection vendor, and transitioned to Carbon Black. This anti-virus software gives the Village the ability to monitor live any suspicious activity on the network. To provide an additional redundancy, the Village transitioned to Quest Cloud Back Up, which allows enhanced security and encryption to our

critical network resources to be stored in the cloud environment. In addition, the IT team expanded and configured dual factor authentication across the Village network, which now requires all Village users to provide two different authentication factors to verify themselves. This supports the Village's efforts to protect the network environment from unauthorized entry. Finally, the Village engaged the Department of Homeland Security's Cybersecurity & Infrastructure Security Agency to perform a penetration test on the Village network public IP addresses. This weekly test checks for any network vulnerability and provides a report signaling any issues that need to be addressed. This service is provided to the Village free of charge, and provides real time insight on the status of our network.

A professional and well-trained staff is essential in order for the Village to accomplish our Mission and achieve our Vision. This past year, several efforts focused on important personnel matters. Most significantly, we negotiated a Collective Bargaining Agreement (CBA) with the Police Benevolent Association police union . Several trainings and team building initiatives were conducted throughout the year and I personally held various open forums to discuss/dialogue with all employees and solict feedback.

As we eagerly await the opening of our new park and community center in early 2023, our newly created Recreation, Arts & Culture Department will centralize several activities and services which were previously offered through other Village Departments, and expand upon and enhance those services to meet the growing needs of the Village. Much thought went into the creation, mission and staffing of the Recreation, Arts & Culture Department, as well as into the reorganizations of the Parks and Public Spaces and Tourism Departments. Earlier this year we hired Sylvia Flores to lead this new department, develop the programming and events, as well as staff the department to deliver its mission. She brings twenty plus years of experience in this space and has already upgraded our communications and special events programming. She has been a welcome addition to the team and I am sure you have already noticed her enthusiasm and professionalism for yourselves, as I have.

The mission of the Recreation, Arts & Culture Department is to create and implement programs, activities, and events which will help to elevate the quality of life for our residents, while also positioning the Village as a unique, elegant and cultural destination for residents, visitors and guests. In the past, our recreation efforts have been limited and in recent years, essentially non-existent while the park and facility have been under construction. Organizationally, these services were part of our Parks and Public Spaces Department. They are now the main element of the new Recreation, Arts & Culture Department. In addition, our arts programming and cultural events which have been part of our Tourism Department have been transitioned to this department to ensure a consistent and comprehensive array of events and activities throughout the year. Bringing these areas under the direction of the Recreation, Arts & Culture Department will help streamline and improve the delivery of service, attention

to detail, and resident and visitor experience. It will also ensure a consistent effort to coordinate, communicate and curate The Bal Harbour Experience for our residents and guests.

From my own leadership development and personal perspective, I remain actively involved in several organizations which contribute to my role as a Village Manager. These include Miami-Dade City/County Management Association, (MDCCMA); and the Florida City/County Management Association (FCCMA) and International City County Management Association (ICMA). In June 2022, I was elected by my peers in the International City and County Management Association (ICMA) as the Vice President of the Southeast Region and joined the ICMA Executive Board for a three-year term which began in September 2022. ICMA is the premier professional association for city managers and public administrators throughout the U.S. and countries throughout the world. Lastly, this year I was also asked to rejoin the Executive Board of the Greater Miami and the Beaches Convention and Visitor Bureau (GMCVB). I served on this board for twelve years and after a 10 year absence, have been asked to help lead once again. The GMCVB is the official tourism and destination promotor for our region and one of the most successful in the Country. I look forward to bringing a Bal Harbour perspective to the discussions.

Conclusion

I am proud of the work we have accomplished this past year and since I became your Village Manager. During this time, our organization has transformed into one where accountability, professionalism and innovation remain an integral part of how we function collectively. This is made possible by the continued guidance and support from the Village Council, particularly through the work done at our Village Council retreats. Through these collective efforts, we have made significant strides in building an organization that we can all be proud of. We continue to strive for excellence in how we serve the community, and the value we offer all our stakeholders.

Thank you for allowing me the opportunity to continue to serve as your Village Manager. I look forward to continuing to lead our organization and working with you and our Village team on our priorities and goals this coming year and beyond. I will be speaking with each of you one-on-one about what we have collectively achieved this past year and how, together, we can continue working to deliver The Bal Harbour Experience!

Attachment:

ICMA Village Manager Performance Evaluation Guideline

BAL HARBOUR

- V I L L A G E -

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Dwight S. Danie, Village Clerk 

DATE: December 7, 2022

RE: Lobbyist Registration Report

Name of Lobbyist	Principal Represented	Date Registered
Robert J. Pilla	Dinyar S. Wadia, Wadia Associates	01/06/22
Dinyar S. Wadia	Dinyar S. Wadia, Wadia Associates	01/06/22
Joseph A. Ruiz	Shaker Villas Inc. c/o Rene Syriani	01/13/22
Ivor Nik Massey	Bal Harbour Shops, LLC	01/14/22
Carolyn Travis	Bal Harbour Shops, LLC	01/14/22
John Shubin	Mathew Whitman Lazenby	01/14/22
Ian DeMello	Mathew Whitman Lazenby	01/14/22
Carter McDowell	Carlton Terrace Owner, LLC	01/14/22
Lauren Koplowitz	Bal Harbour Civic Association	03/07/22
Dina Cellini	Bal Harbour Civic Association	03/07/22
Neca Logan	Bal Harbour Civic Association	03/07/22
David Wolf	Bal Harbour Civic Association	03/07/22
Iris Egozi	Bal Harbour Civic Association	03/07/22
Eric Fordin	Carlton Terrace Owner, LLC	03/08/22
Keith Poliakoff	Bellini Condominium Association	05/23/22
Nicholas Noto	Carlton Terrace Owner, LLC	05/24/22
Stuart Sobel	Harbour House Condominium Assc.	06/15/22
Richard Dewitt	Bellini Condominium Association	06/21/22
Bernard Zyscovich	Bernard Zyscovich, FAIA	07/18/22
Marianela Hernandez Borges (Boat Zone)	Haulover Videographers Assc.	09/07/22
Alejandro Nunez Yanes (Boat Zone)	Haulover Videographers Assc.	09/07/22
Erica Wong (Wavy Boats)	Haulover Videographers Assc.	09/07/22
Tony Menendez (Wavy Boats)	Haulover Videographers Assc.	09/07/22

BAL HARBOUR

- V I L L A G E -

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Dwight S. Danie, Village Clerk 

DATE: December 7, 2022

RE: Bal Harbour Village Committee Appointments/Re-Appointments

The following are the Council appointees to the Resort Tax Committee and the Budget Advisory Committee. Committee members will serve two-year terms beginning January 1, 2023.

RESORT TAX COMMITTEE

COUNCILMEMBER	APPOINTEE	SERVED SINCE
Mayor Jeffrey Freimark	Peter Willis	January 29, 2018
Vice Mayor Seth Salver	Alexander Litkowski	December 5, 2022
Councilman David Albaum	Jeff Lehman	January 28, 2021
Councilman Buzzy Sklar	Priscilla Khanna	March 8, 2019
Councilman David Wolf	TBD	TBD

BUDGET ADVISORY COMMITTEE

COUNCILMEMBER	APPOINTEE	SERVED SINCE
Mayor Jeffrey Freimark	Andrew Shechtel	March 10, 2021
Vice Mayor Seth Salver	Neca Logan	March 4, 2018
Councilman David Albaum	Raymond Slate	June 12, 2017
Councilman Buzzy Sklar	Raj Singh	June 13, 2013
Councilman David Wolf	TBD	TBD

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BAL HARBOUR

- VILLAGE -

MEMORANDUM

TO: Honorable Mayor and Council
FROM: Susan L. Trevarthen *SLT*
DATE: December 5, 2022
RE: Monthly Report of Village Attorney for November Activities

Here is the monthly report on the Village Attorney's activities. While we attend to Village business and confer with Village officials continuously, this report highlights specific tasks and projects for the month. Please contact me or Robert Meyers if you have any questions about this report.

Retainer Services

Within the fixed fee retainer in November, we reviewed, advised and prepared documents for all agenda items for the two November Council meetings. We conferred with staff, attended weekly staff meetings, and the monthly agenda review and after action meetings, and reviewed the agenda for the December ARB.

Specific additional matters included:

- We reviewed new case concerning Filming Ordinances
- We conferred with staff and drafted correspondence concerning 196 Bal Bay Drive agreement and enforcement
- We reviewed a state Emergency Order for hurricane and opined regarding meeting procedures
- We interpreted the Code and Charter concerning Village Manager's Authority
- We reviewed materials and conferred with Police Department regarding the use of forfeiture funds
- We conducted research on issues related to the disposal of surplus property, and conferred with staff on such matters
- We attending to issues concerning the subpoena for deposition of a former Building Department employee
- We conferred, conducted research and drafted correspondence regarding construction fence wraps and building wraps
- We drafted correspondence concerning potential preemptive legislation affecting local charters
- We reviewed correspondence and followed up regarding issues for DERM/NPDES permitting
- We conferred with a Councilmember concerning conflict of interest disclosure and completion of form disclosing abstention from Bellini appeal

Additional Services

We conferred and drafted correspondence regarding rendering of the order on the Certificate of Appropriateness for the redevelopment of Carlton Terrace and the proposed covenant for the site. We also reviewed various correspondence regarding status and anticipated petition for certiorari challenging the approval.

We assisted insurance counsel and staff with FPL's tender of the Village's defense of the *Corces* litigation.

BAL HARBOUR

- V I L L A G E -

PUBLIC NOTICE

Bal Harbour Village Council **Attorney/Client Session¹**

December 13, 2022

At 6:45 PM or at the Conclusion of the Regular Council Meeting

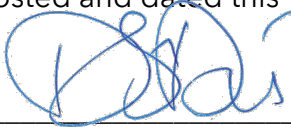
Bal Harbour Village Hall • 655 - 96th Street • Bal Harbour • Florida 33154

NOTICE IS HEREBY GIVEN that the Bal Harbour Village Council will be having an attorney/client session, in accordance with Florida Statutes 286.011(8), on Tuesday, December 13, 2022, at 6:45 p.m., at Bal Harbour Village Hall, or following the conclusion of the regular Village Council Meeting. The purpose of the session is to discuss settlement negotiations and strategy related to litigation expenditures in The Appellate Division of the Circuit Court of the Eleventh Judicial Circuit, Case No. 2022-77-AP-01, **BELLINI CONDOMINIUM ASSOCIATION, INC. V. VILLAGE OF BAL HARBOUR**. The following people will be in attendance:

Mayor Jeffrey Freimark
Vice Mayor Seth Salver
Councilman David Albaum
Councilman Buzzy Sklar
Councilman David Wolf
Village Manager Jorge M. Gonzalez
Village Attorney Susan Trevarthen

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Posted and dated this 13th day of December, 2022.



Dwight S. Danie, Village Clerk



¹ Please note that there will be a brief public Special Meeting of the Village Council, after which time a closed Attorney/Client Session will occur which is not open to the public, pursuant to Florida Statutes. The meeting will thereafter return to an open session before adjourning.

Bal Harbour Village complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance concerning this meeting, please notify the Office of the Village Clerk at 305-866-4633 of such need at least 48 hours (2 days) in advance.

