BAL HARBOUR

- VILLAGE -

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
June 20, 2023
At 6:30 PM

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

This meeting will be conducted in-person. 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 Proclamation for Pride Month

PA2 Bal Harbour Commendable Student Award

PA3 Officer of the Year

PA4 Civilians of the Year

PA5 Legislative Update - Senator Shevrin Jones, Representative Fabián Basabe (Virtual), & Ronald Book

PA6 GFOA Award Presentation

CONSENT AGENDA

C6 - COUNCIL MINUTES

May 16, 2023 Regular Council Meeting Minutes
VillageCouncilRegularMeetingMinutes_May16_2023_ADA.pdf

C7 – CONSENT AGENDA RESOLUTIONS

C7A Vehicle Purchase - Police Department

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING THE PURCHASE OF A VEHICLE FOR THE VILLAGE POLICE IN THE AMOUNT OF SIXTY-THREE THOUSAND AND FIVE HUNDRED NINETY-EIGHT DOLLARS ($63,598); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Item Summary - Police Vehicle Purchase_ADA.pdf
Council Memo - Police Vehicle Purchase_ADA.pdf
Resolution - Police Vehicle Purchase_ADA.pdf
Attachment 1 - Duval Ford Vehicle Quote_ADA.pdf

C7B Vehicle Purchases - Public Works

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE PURCHASE OF TWO VEHICLES FOR THE VILLAGE PUBLIC WORKS & BEAUTIFICATION DEPARTMENT IN THE AMOUNT OF NINETY-NINE THOUSAND EIGHT HUNDRED TWENTY TWO DOLLARS ($99,822); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Item Summary - Vehicle Purchases - Public Works_ADA.pdf
Council Memo - Vehicle Purchases - Public Works_ADA.pdf
Resolution - Vehicle Purchases - Public Works_ADA.pdf
Attachment 1 - 2023 Ford T250 130 Low Roof Cargo Van R1Y Quote_ADA.pdf
Attachment 2 - 2023 GMC Sierra 2500HD 4x2 TC20743 Crew Cab White Quote_ADA.pdf

C7C Stormwater Structure Lining Agreement

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH NATIONAL WATER MAIN CLEANING COMPANY FOR THE REHABILITATION AND LINING OF SIXTEEN (16) STORMWATER STRUCTURES, AT A COST NOT TO EXCEED FORTY THOUSAND SIX HUNDRED NINETY-THREE DOLLARS ($40,693), ROUNDED UP TO THE NEAREST DOLLAR, INCLUSIVE OF A TEN PERCENT (10%) CONTINGENCY IN THE AMOUNT OF THREE THOUSAND SEVEN HUNDRED DOLLARS ($3,700) TO ACCOUNT FOR UNFORESEEN CONDITIONS; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE FUTURE STORMWATER STRUCTURE REHABILITATION AND LINING AGREEMENTS AS NEEDED SUBJECT TO ANNUAL BUDGETARY ALLOCATIONS FOR THIS WORK; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE

Item Summary - Agreement National Water Main SW Structure Rehabilitation_ADA.pdf
Council Memo - Agreement-National Water Main-SW Structure Rehabilitaion_ADA.pdf
Resolution - Agreement National Water Main-SW Structure Rehabilitation_ADA.pdf
Attachment 1 - NWMCC-Proposal_ADA.pdf
Attachment 2 - Agreement-BHV-National Water Main-SW Structure Rehab_ADA.pdf

R5 - ORDINANCES

R5A Trespass Ordinance - Second Reading

AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA AMENDING CHAPTER 2 OF THE VILLAGE CODE TO CREATE SECTION 2-113 "TRESPASS" OF CHAPTER 2 "ADMINISTRATION", ARTICLE IV "OFFICERS AND EMPLOYEES," DIVISION 2 "POLICE", SO THAT VILLAGE POLICE MAY TRESPASS INDIVIDUALS FROM PUBLIC PROPERTY IN THE VILLAGE; PROVIDING FOR SEVERABILITY, INCLUSION IN THE VILLAGE CODE, CONFLICT, AND FOR AN EFFECTIVE DATE. (SECOND READING)

Item Summary - Trespass Ordinance Second Reading_ADA.pdf
Council Memo - Trespass Ordinance Second Reading_ADA.pdf
Ordinance - Trespass Ordinance Second Reading_ADA.pdf

R5B Noise Nuisance Ordinance - Second Reading

AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA AMENDING CHAPTER 11 "NUISANCES" ARTICLE II "NOISE" OF THE CODE OF ORDINANCES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Item Summary - Saturday Noise Ordinance Second Reading_ADA.pdf
Council Memo - Saturday Noise Ordinance Second Reading_ADA.pdf
Ordinance - Saturday Noise Ordinance Second Reading_ADA.pdf

R7 - RESOLUTIONS

R7A Security and Landscape Assessment

A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA, RELATING TO THE PROVISION OF SECURITY AND LANDSCAPE SERVICES, FACILITIES AND PROGRAMS IN THE GATED RESIDENTIAL SECTION OF BAL HARBOUR VILLAGE, FLORIDA; DESCRIBING THE METHOD OF ASSESSING SECURITY AND LANDSCAPE COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE GATED RESIDENTIAL SECTION OF BAL HARBOUR, FLORIDA; DETERMINING THE COST OF SECURITY AND LANDSCAPE SERVICES, FACILITIES AND PROGRAMS AND THE INITIAL SECURITY AND LANDSCAPE ASSESSMENTS; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

Item Summary - Security and Landscape Assessment.pdf
Council Memo - Security and Landscape Assessment_ADA.pdf
Resolution - Security and Landscape Assessment_ADA.pdf

R7B Solid Waste Assessment

A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLABLE MATERIALS IN BAL HARBOUR VILLAGE, FLORIDA; DESCRIBING THE

METHOD OF ASSESSING SOLID WASTE COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN BAL HARBOUR VILLAGE, FLORIDA; DETERMINING THE SOLID WASTE COST AND THE INITIAL SOLID WASTE SERVICE ASSESSMENTS; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.
Item Summary - Solid Waste Assessment_ADA.pdf
Council Memo - Solid Waste Assessment_ADA.pdf
Resolution - Solid Waste Assessment_ADA.pdf

R7C Acceptance of the Annual Comprehensive Financial Report (ACFR)
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ACCEPTING THE COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022, RELATING TO THE ANNUAL AUDIT PERFORMED BY THE VILLAGE'S INDEPENDENT AUDITOR, RSM US LLP; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.
Item Summary - ACFR FYE 2022_ADA.pdf
Council Memo - ACFR FYE 2022_ADA.pdf
Resolution - ACFR FYE 2022_ADA.pdf

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

R9A Discussion Item - Sister City proposal in Israel - Mayor Jeffrey P. Freimark
Discussion Item - Sister City Proposal in Israel_Mayor Jeffrey P. Freimark_ADA.pdf

R9B Discussion Item - Flying a Pride Flag in Bal Harbour Village during "Pride Month" - Councilman Buzzy Sklar
Discussion Item - Flying Pride Flag in Bal Harbour Village- Councilman Buzzy Sklar_ADA.pdf

R9C - PUBLIC COMMENT

R10 - VILLAGE MANAGER REPORT

R11 - VILLAGE CLERK REPORT

Lobbyist Report
R11A1_Lobbyist Registration Report as of June13_2023_ADA.pdf

R12 - VILLAGE ATTORNEY REPORT

R12A Monthly Attorney Report
Monthly Attorney Report May_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

- VILLAGE -

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
May 16, 2023
At 6:30 PM

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

CALL TO ORDER/ PLEDGE OF ALLEGIANCE- Mayor Jeffrey Freimark called the meeting to order at 6:45 P.M. following the General Employees' Retirement Board Meeting.

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

REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

Mayor Freimark said that he would like to add a discussion item regarding Florida Power and Light as Agenda Item R9C. He then acknowledged former Miami-Beach Mayor Mattie Bauer, and Esther Overton, the wife of the late Chief Mark Overton.

PRESENTATIONS AND AWARDS

PA1 National Public Works Week Proclamation

Mayor Freimark presented a proclamation celebrating the week of May 21-27, 2023, as National Public Works Week. He personally acknowledged members of Bal Harbour's Public Works Team. John Oldenburg, Director of Public Works and Beautification Department provided a brief overview of the American Public Works Association and described the services provided by his department.

PA2 Presentation of the Rotary Club of Bal Harbour and the Bal Harbour Police Department's 6th Annual 5K Race/Walk Sponsors - Chief Raleigh M. Flowers, Jr.

Bal Harbour Police Chief Raleigh Flowers provided an update of the Village's Annual 5K Race/Walk, a fundraiser for the Chief Mark N. Overton and Chief Miguel "Mike" De La Rosa Scholarship Fund, describing it as the best race to date, with over 650 registrants, 400 of which participated. He said that the funding received allowed for 5 scholarships for students who were aspiring police officers and for those pursuing undergraduate degrees in public administration for criminal justice. He acknowledged Recreation, Arts & Culture Director Sylvia Flores, and her staff, Lieutenant Oscar Amago, and the Public Works Department.

Chief Flowers then presented a plaque to the Rotary Club of Bal Harbour, which was accepted by Carla Probus. Chief Flowers then acknowledged the other sponsors of the 5K: Champion Painting Specialty Services, Motorola Solutions, the Bal Harbour Shops, and Vista Memorial Gardens.

PA3 Freebee First Quarter Report

Mr. Gonzalez introduced Claudia Miro and Francisco Medina representing Freebee. Mr. Medina described a brief history of the service then provided the analytics, saying that the service as seen continuous growth in ridership since it was first launched in September of 2022. He provided data on the demographics of riders, local app downloads, and suggests recommended extending the service hours to 10 AM to 9 PM during the week and 11 AM to 10 PM on weekends.

Councilman Albaum said that he had been receiving positive input from residents regarding the service. He asked if the ridership data could be provided different locations within Bal Harbour, to which Mr. Medina said it could be provided. Councilman Albaum then asked if there had been any issues entering the Gated Community, to which Mr. Medina said that, at the beginning there had been "hiccups" but now things were running smoothly.

Councilman Sklar asked if there were metrics that would show how often the car is being used, operating vs. idle time, that could indicate whether or not an additional car would be needed, to which Mr. Medina said that that data is available.

Vice Mayor Salver said that he had initially recommended later hours and would be in favor of extending the hours to accommodate diners. Vice Mayor Salver then commented that it's difficult for riders to enter addresses outside of Bal Harbour, but still along the route, for instance restaurants on 96th Street.

Mayor Freimark said that the data showed lower early morning ridership and recommended that the Council approve Mr. Medina's recommendation for extending the hours, and after the next quarterly report, revise the schedule accordingly.

Councilman Sklar emphasized the importance of the Village's continuation of the promotion of the service.

CONSENT AGENDA

C6 - COUNCIL MINUTES

C6A April 18, 2023 Regular Council Meeting Minutes

MOTION: A motion to approve the Consent Agenda was moved by Vice Mayor Seth Saler and seconded by Councilman Buzzy Sklar.

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

R5 – ORDINANCES

R5A AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE FLORIDA, PURSUANT TO VILLAGE CHARTER SECTION 14(C), ALTERING THE ELECTION DISTRICT BOUNDARIES (REDISTRICTING) AS DEFINED IN SECTION 8.2 OF THE VILLAGE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that the Village Charter allows the Village Council, by ordinance, to redraw election district boundaries to keep the districts as nearly equal in area and population as possible. He described the plan which moved all properties within the Gated Community to District 5, moved the Majestic and St. Regis to District 4, and moved the Tiffany to District 1.

There were no comments from the public.

MOTION: A motion to approve the ordinance on second reading was moved by Councilman David Albaum and seconded by Councilman David Wolf.

ROLL CALL	VOTE
Mayor Jeffrey P. Freimark	**Yes**
Vice Mayor Seth E. Salver	**Yes**
Councilman David J. Albaum	**Yes**
Councilman Buzzy Sklar	**Yes**
Councilman David Wolf	**Yes**

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

R5B AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING CHAPTER 2 "ADMINISTRATION", AND CHAPTER 17 "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES" OF THE VILLAGE CODE TO CREATE AND DEFINE "PUBLIC PARKS" AND AUTHORIZE RELATED RULES AND PENALTIES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that the topic had been first discussed at the Village Council Retreat then presented for first reading at the April Village Council meeting. He added that the ordinance would apply to all Village parks.

Ms. Flores provided an overview of the changes that had been made since the first reading of the ordinance, highlighting that smoking (excluding cigars) would be prohibited in all parks, that controlled service animals would be allowed, that the section regarding damage to vegetation was already included in other sections of the code, and that bicycles and vehicles were not allowed.

Vice Mayor Salver asked how the rules would be disseminated to which Ms. Flores said that there would be a waiver that everybody would sign in order to receive a park card, plus the regulations would be posted on the Village's website.

Nica Logan, 64 Camden Drive, asked if toddlers could bring a tricycle-type bike, to which Ms. Flores said discretion would be used. Ms. Logan then asked is the hours of operation could be modified at a later date, to which Mr. Gonzalez agreed that they could be modified to in order meet demand.

MOTION: A motion to approve the ordinance on second reading was moved by Councilman David Wolf and seconded by Councilman Buzzy Sklar.

ROLL CALL	VOTE
Mayor Jeffrey P. Freimark	**Yes**
Vice Mayor Seth E. Salver	**Yes**
Councilman David J. Albaum	**Yes**
Councilman Buzzy Sklar	**Yes**
Councilman David Wolf	**Yes**

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

R5C AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA AMENDING CHAPTER 2 OF THE VILLAGE CODE TO CREATE SECTION 2-113 "TRESPASS" OF CHAPTER 2 "ADMINISTRATION", ARTICLE IV "OFFICERS AND EMPLOYEES," DIVISION 2 "POLICE", SO THAT VILLAGE POLICE MAY TRESPASS INDIVIDUALS FROM PUBLIC PROPERTY IN THE VILLAGE; PROVIDING FOR SEVERABILITY, INCLUSION IN THE VILLAGE CODE, CONFLICT, AND FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that in response to Councilman Sklar's request, this ordinance would allow police officers to remove a disruptive individual from a public facility, including Village Hall and other non-park locations, without resorting to arrests adding that due process and provisions for notice and appeal were highlighted as essential components of this ordinance to ensure fairness.

Councilman Sklar thanked everyone for who put the work into bringing this to Council.

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

ROLL CALL	VOTE
Mayor Jeffrey P. Freimark	**Yes**
Vice Mayor Seth E. Salver	**Yes**
Councilman David J. Albaum	**Yes**
Councilman Buzzy Sklar	**Yes**
Councilman David Wolf	**Yes**

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

R5D AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA AMENDING CHAPTER 11 "NUISANCES" ARTICLE II "NOISE" OF THE CODE OF ORDINANCES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez presented the item, saying that it was brought for consideration based on the Council's direction to address the ongoing construction in the Village, adding that the current code does not have a prohibition on construction noise on Saturdays, and that, as written, the proposed ordinance does not affect landscaping noise. He then asked Village Police Captain Mauricio Escarra to present policy issues for the Council to consider.

Councilman Wolf for confirmation that the ordinance would not apply to interior work to which Captain Escarra affirmed that it applies to exterior construction. Councilman Wolf then asked if something like exterior painting would apply, to which Captain Escarra said that exterior painting would be applicable. He said that we would defer to the Bal Harbour Civic Association on whether landscaping noise should be included.

Councilman Sklar said that he would be in favor of an ordinance that is all encompassing and applies to all.

Vice Mayor Salver agreed that weekends should be enjoyed without construction noise.

Councilman Albaum said that he would support the prohibition of landscaping noise on weekend.

Mayor Freimark said that he would not support a ban on landscaping noise on weekends in that some homeowners may only be able to do yardwork on weekends. He added that weather conditions may cause property owners, including condominiums, to do catch up work on the weekends.

There was a general consensus from the Council that municipal properties should not be exempt from the ordinance, to keep the weekday hours the same, and to allow for a courtesy period of time before the ordinance is enforced.

Nina Rudolph, 212 Bal Bay Drive, agreed that residents of the Gated Community should be given consider the options and provide input. She also agreed that the prohibitions for construction noise on weekends should be applied uniformly throughout the Village.

Brett Schlacter, 162 Park Drive, said that the ordinance would have a negative impact by delaying them and making them more costly. He asked that there be a carve-out for projects that do not create noise. He said that landscaping should not be allowed on weekends.

Ighal Goldfarb, 151 Bal Cross Drive, agreed that construction should not be allowed on weekends, not just for noise abatement, but also to alleviate traffic congestion. He said that

he just finished building his house, and for religious reasons, did not work on Saturdays, and he did not experience delays or higher costs.

Nica Logan, 64 Camden Drive said she was torn on projects taking longer, especially for residents living next door to the project. For landscaping, she suggested focusing on the things that make the most noise, like gas leaf blowers, and maybe require electric. She agreed that a weekend ban would help alleviate traffic congestion.

MOTION: A motion to amend the ordinance to remove the exclusion for municipal properties was moved by Vice Mayor Seth Salver and seconded by Councilman Buzzy Sklar.
VOTE: The motion passed by unanimous voice vote (5-0)

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

ROLL CALL	VOTE
Mayor Jeffrey P. Freimark	**Yes**
Vice Mayor Seth E. Salver	**Yes**
Councilman David J. Albaum	**Yes**
Councilman Buzzy Sklar	**Yes**
Councilman David Wolf	**Yes**

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

R7 - RESOLUTIONS

R7A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, ACCEPTING AND RATIFYING THE CERTIFICATION OF THE RESULTS OF THE MAY 2, 2023 SPECIAL MUNICIPAL ELECTION FOR BAL HARBOUR VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that the Village had proposed a referendum question that would change the Charter regarding how the height of buildings used for municipal purposes are measured, and the referendum failed 55% to 45%. There were no comments from the public.

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

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

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

R9A Discussion Item - Status of Oceana Development Agreement - Village Manager Jorge M. Gonzalez

This item was considered at 8:48 PM following Agenda Item R9C. Mr. Gonzalez introduced the item, saying that he had been meeting with representatives of the Oceana. He said that in lieu of providing public access to their restaurant, per their development agreement, the Oceana is proffering other public benefits, like a substantial improvement to the pedestrian path, fitness equipment, and a beachside improvement, as well as an improvement to the front half-moon space.

Mickey Marrero, Bercow Radell Fernandez, representing the Oceana Condominium Association, said that upon his review of all the documents, he had educated association members of the requirements envisioned by the developer, none of, which he said, were aware. He said that he had retained landscape architects Enea to explore possibilities allowed within the permitted uses. He said they were proposing a playground or exercise area and enhancements to the easement pathway and to the half-moon area. He said once the initial drawings are complete, he will present them and obtain feedback.

Mayor Freimark said that having attended the meetings when the project was approved, there was no doubt in his mind that a member's club and access to dining and other facilities was approved. He said, currently the half-moon area is not useable as a public space. He said that he would like the have the control of the access path reverted to the Village. And he suggested that Village capital projects be provided support.

Vice Mayor Salver said that the Oceana improving their own property does not excite him. He added that if a development agreement becomes negotiable it creates big trouble for the Village, and it should come with significant financial penalties.

Councilman Sklar agreed with Vice Mayor Salver is said the that the Village's ask is going to be big, and we can't set a precedent that development agreements are fluid. He suggested that the effort be fast-forwarded.

R9B Discussion Item - Stormwater Fund Implementation Steps - Village Manager Jorge M. Gonzalez

Mr. Gonzalez introduced the item providing the steps necessary to implement a Stormwater Fund, including first updating the rate study, then deciding either to place it on the property tax or charge it through the utility billing system, which he suggested might be the better option.

He said that there would be two ordinances required, one to establish the fund, and one to set the rate. He said the billing system could be implemented January 1, 2024, while the tax option would happen in November of 2025.

Mayor Freimark said that be strongly believed that a fund should be established, and that he would prefer the utility billing method.

There was a general consensus from the Council to have the manager and staff do the work and come back to the Council with the objective of implementing a stormwater utility fund.

R9C Discussion Item – Florida Power and Light (FP&L)

This item was added to the Agenda at the beginning of the meeting and was considered at 8:09 PM following Agenda Item R7A.

Mayor Freimark introduced the item saying that the issues with FP&L are complicated and asked that Councilman Wolf become the Council liaison in terms of working with Staff, FP&L and the community, to which Councilman Wolf agreed.

Councilman Wolf said that this has been an issue for a long time, but now it has become a life-safety issue, in that a house recently caught fire that he heard was caused by FP&L. He said that the issues with FP&L include obtaining easements from all property owners to move utilities from the rear to the front of the properties, and the requirement if the property owner to reconnect. In the meantime, the existing infrastructure, includes flooded "dog houses" that that create hazards and power outages. He suggested that the Village Attorney review the franchise agreement to explore options for the Village.

Vice Mayor Salver if the easements required for new projects was helping, to which Mr. Gonzalez said that the real issue involves the easements for the placement of transformer boxes on private property, and once that infrastructure is in place, each home is responsible for the hook up, and the Village can't force homeowners to do that.

Lisa Petrillo-McCue, 114 Park Drive, described the high frequency of power outages saying that the hazards are dangerous to people and animals, and home appliances are being destroyed.

Neca Logan, 64 Park Drive, commended the Police Department and the Public Works Department for their response to the recent fire. She said she was grateful that nobody was harmed, but living with the after affects is extremely frustrating and people are on edge.

Ighal Goldfarb, 151 Bal Cross Drive, said he was thankful that he installed a generator when he built his house. He recounted his experiences with frequent power outages, which we said he was told by an FPL employee, that was due to the aging grid.

Robert Bassan, 163 Bal Cross Drive, said that having recently moved to Bal Harbour, the only issue he was experiencing with the electricity. He said he had a fire in the pit behind his house during construction. He recounted the numerous times that he has been without power, the issues that FP&L had in working with the wires in the pit.

Sandy Goldfarb, 133 Camden Drive, said that she has spoken weekly with FP&L engineers and that she is having a serious EMF levels in her back yard. She said that the engineers had told her that they would upgrade her street if they could get all the easements on Camden Drive and Bal Cross Drive. She said that she was successful in getting 10 easements. She said that they are waiting for a permit from the Village.

Mark Fisher, 284 Bal Bay Drive, suggested raising the annual assessment to cover the costs homeowners' costs of the hook-up to the front.

Nina Rudolph, 212 Bal Bay Drive, suggested that the homeowners be allowed to place generators within side setbacks, and that before permits are issued for new construction, the homeowners demonstrate how they are going to hookup to the grid.

Jonathan Laoui, 156, Park Drive, shared is frustration and disappointment with the electricity service and recounted his experiences with power outages.

Joshua Koplowitz, 177 Bal Cross Drive, said that since the Haulover Sand Bypass Project, boat traffic has caused damage to the seagrass, and left plastics and other trash, causing further seagrass damage which is vital to the ecosystem.

Mayor Freimark proposed that the Village address the FP&L issue and that Staff and Councilman Wolf Begin meet with FP&L and report back to the Council the next meeting.

Mr. Gonzalez explained that the permit that Ms. Goldfarb mentioned involves FDOT regarding FP&L crossing Collins Avenue to get into the Gated Community. He said that grid capacity is always reviewed as part of a building plan. He said that he had reviewed utilizing the assessment mechanism with the Village Attorney, and it is unlikely.

Mayor Freimark, said that, in regarding Mr. Koplowitz's comment, that had attended a meeting hosted by County Commissioner Steinberg regarding the issues with the Bay, and that County Mayor Cava takes this issue very seriously and has appointed a Chief Resilience Officer, a Chief Heat Officer and a Chief Bay Officer. He said he has scheduled a meeting with Commissioner Steinberg and this issue is on the agenda.

R9C - PUBLIC COMMENT

R10 - VILLAGE MANAGER REPORT

R11 - VILLAGE CLERK REPORT

Lobbyist Report

R12 - VILLAGE ATTORNEY REPORT

Village Attorney Report

END OF REGULAR AGENDA

ADJOURNMENT: The meeting was adjourned at 9:15 PM.

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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, FLORIDA, APPROVING THE PURCHASE OF A VEHICLE FOR THE VILLAGE POLICE IN THE AMOUNT OF SIXTY-THREE THOUSAND AND FIVE HUNDRED NINETY-EIGHT DOLLARS ($63,598); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Issue:

Should the Village Council approve the purchase of a vehicle and equipment for the Police Department in the amount of $63,598?

The Bal Harbour Experience:

☐ Beautiful Environment	☒ Safety	☐ Modernized Public Facilities/Infrastructure
☐ Destination & Amenities	☐ Unique & Elegant	☒ Resiliency & Sustainable Community

Item Summary / Recommendation:

Since 2014, the Police Department has replaced a total of seven (7) patrol vehicles. On September 13, 2022 the Village Council approved the purchase of an additional four (4) police patrol hybrid vehicles. The department is awaiting the delivery of those vehicles, which is expected by December 2023. The current worldwide supply chain shortages have accounted for significant delays in the build of these specialized hybrid patrol vehicles. The average time for Ford to build these vehicles has consistently been more than one (1) year.

Recently, the Ford dealer processing the order for the four (4) vehicles approved in September of 2022 advised that he had one (1) additional police hybrid vehicle available. This vehicle is being built to the same specifications as the vehicles currently on order, and will be priced at the same level as the previously approved vehicles. This presents an opportunity for the Village to acquire this vehicle at a savings of over $5,000, as Ford has already announced that the pricing of the 2024 models will increase by at least that amount. Additionally, we will be able to receive the vehicle and place it into service within a much shorter time span.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Advisory Board Recommendation:

N/A

Financial Information:

	Amount	Account	Account #
	$63,598	Machinery & Equipment	01-21-506400

Sign off:

Chief of Police	Chief Financial Officer	Village Manager
Raleigh M. Flowers, Jr.	Claudia Dixon	Jorge M. Gonzalez

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: June 20, 2023

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING THE PURCHASE OF A VEHICLE FOR THE VILLAGE POLICE IN THE AMOUNT OF SIXTY-THREE THOUSAND AND FIVE HUNDRED NINETY-EIGHT DOLLARS ($63,598); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

As part of the ongoing process of evaluating the Village's Fleet Program, staff identified the need to replace Police Department patrol vehicles.

Since 2014, the Police Department has replaced a total of seven (7) patrol vehicles. On September 13, 2022 the Village Council approved the purchase of an additional four (4) police patrol hybrid vehicles. The department is awaiting the delivery of those vehicles, which is expected by December 2023. The current worldwide supply chain shortages have accounted for significant delays in the build of these specialized hybrid patrol vehicles. The average time for Ford to build these vehicles has consistently been more than one (1) year.

As part of the Fiscal Year 2022-2023 budget cycle and in anticipation of future replacement needs, the Village increased the allocation into a Fleet Replacement and Reserve Fund to $200,000 each year. This increase was approved in order to keep pace with the rising costs associated with vehicle replacement. The funds in this Fleet Replacement and Reserve account will be utilized for the purchase of this police vehicle.

ANALYSIS

Recently, the Ford dealer processing the order for the four (4) vehicles approved in September of 2022 advised that he had one (1) additional police hybrid vehicle available. This vehicle is being built to the same specifications as the vehicles currently on order, and will be priced at the same level as the previously approved vehicles. This presents an opportunity for the Village to acquire this vehicle at a savings of over $5,000, as Ford has already announced that the pricing of the 2024 models will increase by at least that amount. Additionally, we will be able to receive the vehicle and place it into service within a much shorter time span.

The Police Department is currently utilizing seven (7) of the hybrid vehicles. The vehicles have received great reviews from the officers in the field. As part of the fleet replacement cycle, the Village has added a total of seven (7) hybrid patrol vehicles. With the additional four (4) vehicles on order and this additional vehicle, twelve (12) of the patrol division's sixteen (16) vehicles will be using hybrid technology by year's end.

All emergency equipment will be installed by the dealer and is included in the purchase price. The vehicle will be purchased and should have a useful life of at least seven (7) to eight (8) years.

Vehicle Pricing

All pricing for the Police Department vehicle and emergency equipment is in accordance with the Florida Sheriff's Association Automotive Contract #FSA20-VEL28.0 / FSA 20-VEH18. The vehicle will be purchased through Duval Ford, which is the Southern District dealer for the Florida Sheriff's bid. This provides for pricing which has already been competitively bid with the participating dealers. The total cost is $63,597.53.

THE BAL HARBOUR EXPERIENCE

The addition of this police vehicle is aligned with the Village's stated mission through *the Bal Harbour Experience*. The police vehicles will contribute to the safety of the community by providing officers vehicles to patrol the Village and respond to emergencies. This police vehicle will also allow the Village to utilize hybrid electric technology to reduce the level of emissions and fuel usage to maintain a more resilient environment.

CONCLUSION

The purchase of this police vehicle provides the opportunity to purchase a police vehicle at a savings to the Village and with a reduced turnaround time to assist with the expected replacement cycle. The approval of this item will also continue to put the Village at the forefront of initiating environmentally sustainable policies by the use of hybrid electric technology.

I, therefore, recommend approval of this item.

Attachments:

1. Duval Ford Price Quote for one (1) – 2023 Ford Interceptor Hybrid Vehicle

RESOLUTION NO. 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING THE PURCHASE OF A VEHICLE FOR THE VILLAGE POLICE IN THE AMOUNT OF SIXTY-THREE THOUSAND AND FIVE HUNDRED NINETY-EIGHT DOLLARS ($63,598); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as part of the ongoing process of evaluating the Village's Fleet Program, staff has identified the need to replace Police Department patrol vehicles; and

WHEREAS, for Fiscal Year 2022-2023 budget cycle, and in anticipation of future fleet replacement, the Village increased the allocation into a Fleet Vehicle Replacement and Reserve Fund ("Reserve Fund") to $200,000 each year; and

WHEREAS, since 2014, the Police Department has replaced a total of seven (7) patrol vehicles, including Village Council approved purchases of four (4) additional police patrol hybrid vehicles at the September 2022 Village Council meeting with an expected delivery date of December 2023; and

WHEREAS, the Ford dealer processing the order for these vehicles advised the Village staff as to the availability of another police hybrid vehicle with the same specifications at a savings of over $5,000; and

WHEREAS, the Department will utilize Reserve Fund dollars for this purchase through Duval Ford in accordance with the Florida Sheriff's Association Automotive Contract #FSA20-VEL28.0 at a total cost of $63,597.53; and

WHEREAS, this Council has determined that it is in the best interest in the Village to purchase this vehicle for the Police Department.

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. Purchase Approved. That the purchase for the Police Department of

a 2023 Ford Police Interceptor Utility Hybrid AWD vehicle for an amount of sixty-three thousand five hundred and ninety-seven dollars and fifty-three cents ($63,597.53) is hereby approved.

Section 3. Appropriations Approved. That the appropriation of funds from the Fleet Replacement and Reserve Fund to purchase this vehicle for the Department is hereby approved.

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

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

PASSED AND ADOPTED this 20th day of June, 2023.

_____
Mayor Jeffrey P. Freimark

ATTEST:

_____
Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

DUVAL Ford

Prepared for:

BAL HARBOUR
MAURICIO ESCARRA
mescarra@balharbourfl.gov

Vehicle Numbers: 6893.6897

Contract Holder 6/5/23

Duval Fleet Sales
RICHARD TACKETT
(Work) 904-388-2144
(Fax) 904-387-6816
(mobile) 904-343-6266
richard.tackett@duvalfleet.com
5203 Waterside Dr Jax, Fl 32210

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 20-VEL-28 / FSA 20-VEH18. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

$90 Rate/ Hr

Labor Hours.	Parts Quantity	Code	Equipment	UNIT PRICE	EXTENDED
		SPEC 254	***2022 FORD INTERCEPTOR POLICE RATED UTILITY - AWD K8A***	$ 36,163.00	$ 36,163.00
		99W	3.3L V6 DI HYBRID ENGINE		$ -
		STD	POWER WINDOWS/ DOOR LOCKS		$ -
		153	Front License Bracket		$ -
		51R	Driver's Side (Left Hand) Spotlight		$ -
		BUC	BACK UP CAMERA		$ -
		55F	KEYLESS ENTRY		$ -
		YZ	EXTERIOR: OXFORD WHITE		$ -
0	1	96	INTERIOR: CLOTH FRONT SEATS/ REAR VINYL		$ -
0	1		VINYL FLOOR		$ -
0	1	43D	COURTESY LIGHT DISABLED	$ 24.00	$ 24.00
0	1	76R	REVERSE SENSING	$ 274.00	$ 274.00
0	1	68B	POLICE PERIMETER ALERT	$ 674.00	$ 674.00
0	1	47A	POLICE ENGINE IDLE FEATURE	$ 259.00	$ 259.00
0	1	55B	BLIND SPOT MONITORING	$ 544.00	$ 544.00
0	1	STD	REAR VIEW CAMERA IN DASH	$ -	$ -
0	1	55F	KEYLESS ENTRY	$ -	$ -
0	1	60A	GRILLE WIRING	$ 44.00	$ 44.00
0	1	STD	BLUETOOTH INTERFACE	$ -	$ -
0	1	86P	PRE DRILLED HOLES FOR LED LIGHTING	$ -	$ -
0	1	52P	HIDDEN DOOR LOCK PLUNGER WITH REAR HANDLES INOP	$ 159.00	$ 159.00
0	1	17A	AUX AIR CONDITION	$ 609.00	$ 609.00
9	1	WPLB-LED 2	54" WHELEN PREMIUM ALL LED LIGHT BAR DUO (MODEL LEGACY) LEGACY LIGHTBAR WITH DUO LED MODULES, 2-WIRE CTL	$ 3,007.00	$ 3,817.00
0			TRAFFIC ADVISOR, (2) LED FLASHING/ALLEY LIGHTS, MOUNTING KID 295SLSA6 COMBINATION LIGHT/SIREN CONTROLLER,		$ -
0			SA315P SIREN/SPEAKER AND MOUNTING BRACKET.		$ -
0			ALL BLUE, WHITE TD & ALLEYS LIGHTS. WHITE DUO ON FRONT OF BAR, AMBER DUO COLOR FOR REAR		$ -
1	1	NON CONTRACT	WHELEN CARBIDE CONTROLLER UPGRADE WITH SLIDE CONTROL	$ 913.00	$ 1,003.00
2	2	MCRNT	WHELEN STUD MOUNT GRILLE LED'S (BLUE)	$ 166.80	$ 513.60
2	2	V23B	WHELEN SIDE KICK V- SERIES WARNING SYSTEM (BLUE WITH WHITE PUDDLE LIGHT) WHITE FLANGE HOUSING	$ 175.20	$ 530.40
2	2	IONSM	WHELEN ION DUO WITH MOUNTING BRACKET, MT. REAR CARGO WINDOW- BLUE MODEL # WIONB	$ 175.20	$ 530.40
2	2	ST6	BROOKING LED LIGHTS- MOUNT IN REAR HATCH, OUTWARD FACING- BLUE MODEL # BIST6B	$ 152.40	$ 484.80
2	2	W-VERTEX	WHELEN FOUR CORNER LED LIGHTING- BLUE	$ 251.40	$ 682.80
3	2	AVC21	WHELEN REAR DECK AVENGER 11 SOLO LED LIGHTS WITH BAIL BRACKET FOR UTILITY- BLUE	$ 196.80	$ 663.60
0	1	CC-20-UV10-L8	PI Utility 18" Sloped console, 10" slope, 8" level faceplate area.	$ 196.80	$ 196.80
0	1	FP-WS295HFS9	4" faceplate for Whelen 295SLSA6 siren controller.	$ 1,027.11	$ 1,027.11
0	1	FP-ORION-R	3" faceplate for a Harris M7300 remote-head radio.		$ -
0	1	FP-USB-2DC	2" faceplate with two (2) DC outlets and one (1) dual-port USB outlet.		$ -
0	1	FP-BLNK1	1" blank faceplate.		$ -
0	1	AC-INBHG	4" dual cup internal beverage holder		$ -
0	1	FP-SGTRAY	4" console tray for cell phone, keys, spare change, etc.)		$ -
0	1	AC-MCM1	Microphone clip and plate.		$ -
0	1	AC-PENPRTR-58-CC	PRINTER ARM REST	$ 396.00	$ 396.00
0	1	CM-SDMT-SL-LED	Side-mount computer mount. ***Includes Troy's unique slide-arm feature. (Laptop tray sold separately.)***	$ 920.46	$ 920.46
0	1	CM-LT-1600	Theft-deterrent laptop tray for computers up to 15"W x 11.5"H.		$ -
0	1	TP-E-SL6-US-SSS	Front partition with sliding window, square-hole crawl-thru barrier and weapon recess panel.	$ 1,250.56	$ 1,250.56
0	1	SAB-20-FDUV-BB	Front partition mounting kit. Includes rigid, airbag tested upper wing panels for officer safety.		$ -
0	1	KP-UV20-DAP-SS	Front partition kick panels with big-foot pockets		$ -
0	1	475-0848	2020-21 PI Utility driver and passenger side window guards, welded bars, vertical design.	$ 534.00	$ 534.00
0	1	PS-20-UV-FXPL-OS-R	*Rear partition with square-hole window, plastic seat with Officer-Safe seat belts, fire cubby on DS, locking cubby on PS.*	$ 1,524.00	$ 1,524.00
0	1	AC-20-UV-CGP2	2020 PI Utility rear cage airbag corridor gap panels, set of driver and passenger sides		$ -
0	1	AC-20-UV-HATCH	2020 PI Utility hatch window screen; Square-hole punched	$ 179.00	$ 179.00
0	1	CP-GB403212-TL	Storage vault, 40W x 32"L x 12"H with two (2) lockable draw-tight handles. Carpet on top, foam pad in drawer.	$ 2,172.00	$ 2,172.00
0	1	LOFT-FPIU-2G	LUND DUAL GUN RACK FOLDING FOR REAR CARGO AREA, 2020 FORD UTILITY	$ 880.00	$ 880.00
1	1	ce575	5 YEAR, 75,000 MILE EXTRA CARE WARRANTY WITH $0 DED.	$ 2,240.00	$ 2,240.00
0	1		INSTALL CUSTOMER SUPPLIED INVERTER, ANTENNA & RADIO		$ -
0					$ -
		nso	2023 Model Year OEM price adjustment valid for orders ordered by September 30th 2022		$ 5,302.00
		NOTE			
UNIT COST					**$ 63,597.53**

TOTAL QUANTITY 1 *TOTAL PURCHASE* **$ 63,597.53**

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE PURCHASE OF TWO VEHICLES FOR THE VILLAGE PUBLIC WORKS & BEAUTIFICATION DEPARTMENT IN THE AMOUNT OF NINETY-NINE THOUSAND EIGHT HUNDRED TWENTY-TWO DOLLARS ($99,822); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Issue:

Should the Village Council approve the purchase of two replacement vehicles for the Public Works & Beautification Department in the amount of $99,822?

The Bal Harbour Experience:

☒ Beautiful Environment ☐ Safety ☒ Modernized Public Facilities/Infrastructure

☐ Destination & Amenities ☐ Unique & Elegant ☐ Resiliency & Sustainable Community

☐ Other: _____

Item Summary / Recommendation:

As part of the ongoing process of evaluating the Village's Fleet Program, staff identified the need to replace two (2) Public Works & Beatification Department (PWB) pickup truck vehicles. This recommendation comes as a result of these vehicles reaching the end of their useful life (i.e., condition, mileage, repair costs). Vehicle #216 is a 2006 White Chevy Silverado 1500 with approx. 83,826 miles. #216 is proposed to be replaced with a 2023 GMC Sierra 200HD 2WD crew cab pickup truck at a cost for this vehicle fully equipped of $51,567. This vehicle is assigned to the Beach Technician and utilized during their performance of various beach area maintenance activities. Vehicle #397 is a 2014 White Ford F250 with approx. 29,991 miles. This vehicle is currently assigned to the Facility Technician who performs Village facility maintenance activities. Additionally, this vehicle does not meet the needs of the Facility Technician and does have notable underbody rust. This vehicle is proposed to be replaced with a 2023 Ford Transit Cargo Van T-250, equipped with interior tool/part storage racks. The total cost for this vehicle fully equipped to meet the needs of the department is $48,255.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	$99,822.00	Machinery & Equipment	01-41-506400

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: June 20, 2023

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE PURCHASE OF TWO VEHICLES FOR THE VILLAGE PUBLIC WORKS & BEAUTIFICATION DEPARTMENT IN THE AMOUNT OF NINETY-NINE THOUSAND EIGHT HUNDRED TWENTY TWO DOLLARS ($99,822); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

As part of the ongoing process of evaluating the Village's Fleet Program, staff identified the need to replace two (2) Public Works & Beatification Department (PWB) pickup truck vehicles. This recommendation comes as a result of these vehicles reaching the end of their useful life (i.e., condition, mileage, repair costs). While these vehicles were once reliable workhorses, they are now showing their age. The potential for breakdowns and costly repairs has become more common in vehicles with this level of mileage and age, leading to increased downtime and loss of productivity for the Department.

As part of the Fiscal Year 2021-2022 budget cycle and in anticipation of future replacement needs, the Village began allocating $50,000 into a Fleet Replacement and Reserve. The funds in this Fleet Replacement and Reserve account will be utilized for the purchase of these vehicles.

ANALYSIS

The Village's Public Works & Beatification Department is seeking to replace two (2) of its pickup trucks with one new pickup truck and one new cargo van.

- Vehicle #216 is a 2006 White Chevy Silverado 1500 with approx. 83,826 miles.

This pickup truck is utilized exclusively to perform maintenance activities along the beach areas and has reached the end of its useful life.

This vehicle is proposed to be replaced with a 2023 GMC Sierra 200HD 2WD crew cab pickup truck unit description #TK20743. The total cost for this vehicle fully equipped to meet the needs of the Department is fifty-one thousand five hundred sixty-seven dollars ($51,567). This vehicle is assigned to the Beach Technician and utilized during their performance of various beach area maintenance activities.

- Vehicle #397 is a 2014 White Ford F250 with approx. 29,991 mi.

This vehicle was used to perform pressure washing of Village hardscape and is currently assigned to the Facility Technician who performs Village facility maintenance activities. Additionally, this vehicle does not meet the needs of the Facility Technician and does have notable underbody rust.

This vehicle is proposed to be replaced with a 2023 ford Transit Cargo Van T-250, unit description # R1Y equipped with interior tool/part storage racks. The total cost for this vehicle fully equipped to meet the needs of the department is forty-eight thousand two hundred fifty-five dollars ($48,255).

This Van will be assigned to the Facilities Technician who is tasked with providing general maintenance and repairs at all Village buildings, bus stops, streetlights, and pedestrian sidewalk uplighting. Due to the need to carry several types of power tools and parts, the use of an enclosed van allows for the technician to carry needed tools and repair parts in a secure manner and reduces unnecessary return trips to the PWB Operations Facility in North Miami.

Vehicle Pricing
All pricing for the Department vehicles is in accordance with the Florida Sheriff's Association Automotive Contract #FSA22-VEL30.0. The GMC pickup truck will be purchased through Garber Chevrolet Buick GMC. The ford van will be purchased through Garber Ford. This provides for pricing, which has already been competitively bid with the participating dealers.

Surplus Vehicles
If approved, upon receipt of the new vehicles, the two vehicles, #216 and #397 will be auctioned as surplus vehicles and the proceeds returned to the Fleet Replacement and Reserve account.

THE BAL HARBOUR EXPERIENCE

The replacement of these Public Works & Beautification Department vehicles is aligned with the Village's stated mission through *the Bal Harbour Experience*. The PWB vehicles will ensure the efficient maintenance of Village Facilities and aligns with the goal of modernized Facilities/Infrastructure.

CONCLUSION

The purchase of these PWB vehicles provides for the replacement of two (2) vehicles due to an expected replacement cycle. The approval of this item will also continue to ensure Village service vehicles are functional and enable staff to effectively conduct their assigned work. I, therefore, recommend approval of this item.

Attachments:

1. Garber Ford Inc. 2023 Ford Transit Cargo Van T-250 Low RF 130 Quote
2. Garber Chevrolet Buick 2023 GMC Sierra 2500HD Crew Cab Quote

RESOLUTION NO. 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE PURCHASE OF TWO VEHICLES FOR THE VILLAGE PUBLIC WORKS & BEAUTIFICATION DEPARTMENT IN THE AMOUNT OF NINETY-NINE THOUSAND EIGHT HUNDRED TWENTY TWO DOLLARS ($99,822); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Works & Beautification Department ("Public Works") has identified two (2) vehicles that are in need of replacement because these vehicles have reached the end of their useful life; and

WHEREAS, as part of the budget cycle, and in anticipation of future fleet replacement, the Village began allocating funds into a Fleet Vehicle Replacement and Reserve Fund ("Reserve Fund") each year; and

WHEREAS, the Department will utilize Reserve Fund dollars to cover the purchase of the two 2023 replacement vehicles; and

WHEREAS, the Village identified Florida Sheriffs Association Light Vehicle contract FSA22-VEL-30/FSA22 VEH20, which the Village is authorized to utilize; and

WHEREAS, the Public Works vehicles will be purchased through Garber Chevrolet Buick GMC and Garber Ford in accordance with the Florida Sheriff's Association Automotive Contract FSA22-VEL-30/FSA22 VEH20; and

WHEREAS, this Council has determined that it is the best interest of the Village to purchase the Fleet vehicles in the amount of ninety-nine thousand eight hundred twenty-two dollars ($99,822) for the Public Works & Beautification Department.

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. Purchases Approved. That the purchase of the Fleet vehicles for the Public Works & Beautification Department, with the specifications attached hereto as

Exhibit "A" for the amount of ninety-nine thousand eight hundred twenty-two dollars ($99,822), is hereby approved.

Section 3. Appropriation Approved. That the FY 2022-23 General Fund Budget is amended by $99,822 for the purchase of 2 fleet vehicles items is hereby approved.

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. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 20th day of June 2023.

_____
Mayor Jeffrey P. 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

Specification #	53
Unit Description	R1Y

Prepared for:	Prepared by:
6/8/2023	***Garber Ford Inc.***
Bal Harbour Village	Dan Drake
Attn: Rob Clark	*(904) 264-2442 ext.2332 FAX: (904) 284-0054*
rclark@balharbourfl.gov	*3380 Hwy 17 Green Cove Springs Fl, 32043*
954-684-2039	ddrake@garberautomall.com

Florida Sheriffs Association



Prices are published by the Florida Sheriffs Association (www.flsheriffs.org) Purchasing contract number is FSA22-VEL30.0 Pursuit, Administrative & Other Vehicles, expiring September 30th, 2023. If you have any questions regarding this quote please call!

Base Price South Zone

R1Y

2023 Ford Transit Cargo Van T-250 Low RF 130"

$39,791.00

Codes	Optional Equipment	Unit Price	Net Price
101A	Order Code 101A	Included	$0.00
998	Engine: 3.5L PFDi V6 Flex-Fuel	Included	$0.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	Included	$0.00
YZ	Oxford White	Included	$0.00
VK	Dark Palazzo Gray, Vinyl Front Bucket Seats	Included	$0.00
21G	Dark Palazzo Gray Vinyl Bucket Seats	Included	$0.00
153	Front License Plate Bracket	Included	$0.00
	NON OEM OPTIONS:		
TINT	Dealer Tint All Windows Legal Includes Windshield Strip	320	$320.00
MATS	Weathertech Floor Liners 1st Row	249	$249.00
4317TL 130	Adrian Steel General Service Starter Package: Adjustable 3- Shelf Unit, Mount Kit,	5396	$5,396.00
	Shelf Dividers, Drawer Unit w/Lock, Steel Partition Panel Kit w/ Visibility &		
	Door Kit w/open back, Hook Bar with Adapter, 2 Drawer unit w/ Lock, 3 Drawer		
	Unit w/ Lock, End Panel Mounting Bracket, Steel Partition Mounting Kit.		
AVW12-A/W	Whelen Avenger II Two Color DUO Upper Windshield	489	$489.00
	LED Lights with Flashback Shroud (Amber/White x2)		
LS6-A/W	6 Head Super LED DUO Lightstick for Upper Rear Glass	596	$596.00
	with Traffic Arrow Function		
SM-LED	Surface Mount Super LED Lightheads for Grille (Amber x2)	276	$276.00
SM-LED	Surface Mount Super LED Lightheads for Rear Tag Sides (Amber x2)	276	$276.00
PCC8R	Whelen 8-Button Key Pad with Remote Relay Module	356	$356.00
INST	4.0 Hours EVT Certified Lighting Installation (@ $125/hr)	500	$500.00
	Includes all Wiring, Loom, Brackets and Hardware		
DEL	Delivery	Included	$0.00
TTAG	Temporary Tag	6	$6.00

TOTAL PURCHASE AMOUNT PER VEHICLE ***$ 48,255.00***

Bal Harbour Village

Specification #	193
Unit Description	TK20743

Prepared for:

6/8/2023
Bal Harbour Village
Attn: Rob Clark
rclark@balhaubourfl.gov
954-684-2039

Prepared by:

Garber Chevrolet Buick GMC
Dan Drake
(904) 264-2442 ext.2332 FAX: (904) 284-0054
3340 Hwy 17 Green Cove Springs, FL 32043
ddrake@garberautomall.com

Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org) Purchasing contract number is FSA22-VEL30.0 Pursuit, Administrative & Other Vehicles, expiring September 30th, 2023. If you have any questions regarding this quote please call!

Base Price South Z

TK20743 — 2023 GMC Sierra 2500HD Crew Cab 159" Pro — $37,096.00

Codes	Optional Equipment	Unit Price	Net Price
TC20743/1SA	Pro Preferred Equipment Group (Credit for SWB 2wd with 6.75')	-2000	($2,000.00)
L5P	Engine, Duramax 6.6L Turbo-Diesel V8	9889	$9,889.00
MGM	Transmission, Allison 10-speed automatic	Included	$0.00
GAZ	Summit White	Included	$0.00
H2G	Jet Black, Vinyl seat trim	Included	$0.00
PCI	Convenience Package	1309	$1,309.00
RGE	1SA Safety Confidence Package	389	$389.00
JL1	Trailer brake controller, integrated (Class V Towing Included)	274	$274.00
NZZ	Skid Plates	149	$149.00
UF3	High idle switch	199	$199.00
DWC	Mirrors, outside power-adjustable vertical trailering	429	$429.00
VK3	License plate kit, front	Included	$0.00
VQO	LPO, Black assist step	494	$494.00
	NON OEM OPTIONS:		
SIBL	LINEX Spray In Bedliner	545	$545.00
TINT	Dealer Tint All Windows to Legal Level	295	$295.00
AVW12-A/W	Whelen Avenger II Two Color DUO Upper Windshield	489	$489.00
	LED Lights with Flashback Shroud (Amber/White x2)		
LS6-A/W	6 Head Super LED DUO Lightstick for Upper Rear Glass	596	$596.00
	with Traffic Arrow Function (Amber/White)		
SM-LED	Surface Mount Super LED Lightheads for Grille (Amber x2)	276	$276.00
SM-LED	Surface Mount Super LED Lightheads for Rear Tag Sides (Amber x2)	276	$276.00
PCC8R	Whelen 8 Button Key Pad with Remote Relay Module	356	$356.00
INST	4.0 Hours EVT Certified Lighting Installation (@$125/hr)	500	$500.00
	Includes all Wiring, Loom, Brackets and Hardware		
TTAG	Temporary Tag	6	$6.00
DEL	Delivery	Included	$0.00

TOTAL PURCHASE AMOUNT PER VEHICLE — ***$ 51,567.00***

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH NATIONAL WATER MAIN CLEANING COMPANY FOR THE REHABILITATION AND LINING OF SIXTEEN (16) STORMWATER STRUCTURES, AT A COST NOT TO EXCEED $40,693, ROUNDED UP TO THE NEAREST DOLLAR, INCLUSIVE OF A 10% CONTINGENCY IN THE AMOUNT OF $3,700; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE FUTURE STORMWATER STRUCTURE REHABILITATION AND LINING AGREEMENTS AS NEEDED SUBJECT TO ANNUAL BUDGETARY ALLOCATIONS.

Issue:

Should the Village Council approve the Agreement with the National Water Main Cleaning Company for the provision of storm water structure rehabilitation and lining services in the amount not to exceed $40,693?

The Bal Harbour Experience:

☐ Beautiful Environment ☐ Safety ☒ Modernized Public Facilities/Infrastructure

☐ Destination & Amenities ☐ Unique & Elegant ☒ Resiliency & Sustainable Community

☐ Other: _____

Item Summary / Recommendation:

The area South of Harbour Way along Bal Cross Camden Drives is an identified location which has received frequent odor complaints from nearby residents. Recent inspections and testing have identified 16 stormwater structures within the area which require rehabilitation and lining. National Water Main Cleaning Company submitted the lowest cost and most responsive proposal in the amount of $36,993. A 10% contingency in the amount of $3,700., has been included to cover unforeseen conditions. The total not to exceed cost for the Agreement with National Water Main Cleaning Company for the envisioned services is $40,693, inclusive of the applied contingency, rounded up to the nearest dollar.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	$40,693.00	GF-Storm Water Improvements	01-41-506303

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: June 20, 2023

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH NATIONAL WATER MAIN CLEANING COMPANY FOR THE REHABILITATION AND LINING OF SIXTEEN (16) STORMWATER STRUCTURES, AT A COST NOT TO EXCEED FORTY THOUSAND SIX HUNDRED NINETY-THREE DOLLARS ($40,693), ROUNDED UP TO THE NEAREST DOLLAR, INCLUSIVE OF A TEN PERCENT (10%) CONTINGENCY IN THE AMOUNT OF THREE THOUSAND SEVEN HUNDRED DOLLARS ($3,700) TO ACCOUNT FOR UNFORSEEN CONDITIONS; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE FUTURE STORMWATER STRUCTURE REHABILITATION AND LINING AGREEMENTS AS NEEDED SUBJECT TO ANNUAL BUDGETARY ALLOCATIONS FOR THIS WORK; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

The Village is currently implementing 4 major and distinct Utility/PW Projects within the Gated Community.

1. Water
    - Transmission water main lines;
    - House & irrigation meters redirected from the rear to the front of homes;
    - Backflow preventers installed for all irrigation connections;
    - New fire hydrants;
    - Distribution water lines to each property.
2. Sanitary Sewer
    - Repair, replace or line all sewer pipes;
    - Refurbish/line all sewer manhole structures.
3. Stormwater
    - Major engineering/ installation of drainage piping to connect areas to the drainage system;
    - A new upgraded Stormwater Pump Station (PS-1) at Harbour Way;
    - New drainage wells;
    - New curb and gutter installed throughout.

4. Road reconstruction where required, milling, and paving throughout the Gated Community.

These activities collectively are designated, The Utility Infrastructure Improvement Project (UIIP), which is completed in geographically based Phases. Except for pending roadway milling and paving, Project phases 3 (a, b, c) and 4 are complete. The focus is currently the completion of the South of the Harbour Way West locations specifically, Phases, 5 (a, b, c), 6 (a, b) and the Stormwater Station improvements Phase 7.

A component of the planned remedial actions for the stormwater system includes rehabilitating manholes and catch basins to prevent infiltration of groundwater into the system. Groundwater that enters the stormwater system decreases the capacity of the system to take in stormwater during a rain event. Groundwater within the Village contains hydrogen sulfide and creates an unpleasant odor when it is agitated and travels through the system.

ANALYSIS

The area South of Harbour Way along Bal Cross Camden Drives is an identified location which has received frequent odor complaints from nearby residents. Recent inspections and testing have identified sixteen (16) stormwater, two manholes and 14 catch basin structures within the area which require rehabilitation and lining.

Staff solicited quotes from three area vendors to provide the envisioned services. The Village received two quotes for this work, one from C&I Construction and Design, Inc., in the amount of one hundred twenty-six thousand dollars ($126,500) to perform the rehabilitation of fourteen (14) stormwater structures and one from National Water Main Cleaning Company in the amount of thirty-six thousand nine hundred ninety-three dollars ($36,993) for the rehabilitation of the requested sixteen (16) stormwater structures. The third vendor, Restate Construction LLC did not provide a quotation. The National Water Main Cleaning Company price of $36,993 is significantly lower than the quote provided by C&I Construction and Design, Inc.

During construction, professional report development and specialized utility maintenance activities, contingency funds are utilized as reserve monies used to cover unexpected costs which arise from unforeseen conditions. These funds are not allocated to any specific area of work and if they are not required, the funds are returned to the overall General Fund Budget at the completion of the work. To anticipate the cost of unforeseen conditions and additional materials not accounted for within the proposals, it is appropriate to include a contingency of ten percent (10%) of the total cost, which equates in this instance to three thousand seven hundred dollars ($3,700) rounded up to the nearest dollar.

Therefore, the total not to exceed cost for the stormwater structure rehabilitation and lining as detailed within the proposal provided by the National Water Main Cleaning Company is forty thousand six hundred ninety-three ($40,693), inclusive of the applied contingency, rounded up to the nearest dollar.

Scope of Service

The information below summarizes the scope of service contained within the National Water Main Cleaning Company Proposal dated May 24, 2023.

National Water Main Cleaning Company will provide a High-Pressure Jet/Vacuum truck, MH/CB Rehab equipment and Crew to pre-clean & coat manholes/catch basins as directed in sanitary sewers within the prints provided located in Bal Harbour, Florida.

1. Infiltration Repair
   Manholes having severe water infiltration shall be sealed by pressure chemical grouting. A hole shall be drilled at the point of infiltration through the wall of the manhole to the surrounding ground area. A grouting packer device shall be inserted into the hole and chemical grout pumped into the ground surrounding the manhole until the infiltration has stopped. This procedure may have to be exercised in multiple locations in a given manhole.

   Manholes Requiring Outside Grout - Drilling and Injection
   A. Injection holes shall be drilled through the manhole wall in the area surrounding the infiltration;
   B. Grout shall be injected through the holes under pressure with a suitable probe. Injection pressure shall not cause damage to the manhole structure or surrounding surface features;
   C. The procedure shall be repeated until the infiltration is externally sealed with grout. Additional injection points shall be drilled as needed to fully seal all leaks;
   D. Injection holes shall be cleaned and patched with a waterproof quick setting mortar.

   Chemical Grout Materials
   The chemical grout to be used will be Avanti International's AV-100 with the AV-101 Catalyst T+. It will be combined with Avanti International's AV-102 Catalyst AP per the manufacturer specifications. Quadex Company's Hyperform and Plug shall be utilized as the quick setting patching cements.

2. Cementitious Manhole Lining
   The floor and interior walls of the manhole shall be thoroughly cleaned and made free of all foreign materials including dirt, grit roots, grease, sludge and all debris or material that may be attached to the wall or bottom of the manhole. Minor infiltration will be stopped by hand application of fast drying plug. Cementitious lining of the manhole interior will be completed via trowel and/or spray nozzle.

   Manhole Cleaning & Preparation
   A. High pressure water blasting with a minimum of 3,500 psi shall be used to clean free all foreign material within the manhole;
   B. All materials resulting from the cleaning of the manhole shall be removed prior to application of the cement based coating;

C. All loose or defective brick, grout, ledges, steps and protruding ledges shall be removed to provide an even surface prior to application of cement based coating.

Sealing Active Leaks

The work consists of hand applying a dry quick-setting cementitious mix designed to instantly stop running water or seepage in all types of concrete and masonry structures. The applicator shall apply material in accordance with manufacturer's recommendations and following specifications:

A. The area to be repaired must be clean and free of all debris per the guidelines set forth in the section titled Manhole Cleaning and Preparation;
B. Once cleaned, prepare crack or hole by chipping out loose material to a minimum depth and width of ¾ inch;
C. With gloved hand, place a generous amount of the dry quick-setting cementitious material to the active leak, with a smooth fast motion, maintaining external pressure for 30 seconds, repeat until leak is stopped;
D. Proper application should not require any special mixing of product or special curing requirements.

3. Application of Cementitious Manhole Liner

The work consists of spray applying a cementitious based liner to the inside of the existing manhole. The necessary equipment and application methods to apply the cementitious based liner materials shall be only as approved by the material manufacturer.

A. Material shall be mixed with water in accordance with manufacturer's specifications and pumped via mono pump for spray application. Material shall be atomized by the introduction of air at the nozzle, creating a low-velocity spray pattern for material application.
B. Material shall be spray applied only when manhole is in a damp state, with no visible water dripping or running over the manhole walls.
C. Spraying shall be performed by starting at the base of the manhole and progressing up the wall to the corbel and chimney areas. Material shall be applied to a uniform minimum thickness of ½ inch. Material shall be applied to the bench area in such a manner as to provide for proper drainage without ponding.

Cementitious Lining Materials

GeoTree-Geo Plug will be used as a rapid set patching cement and mortar. Cementitious lining will be completed using GeoTree -Geospray/Geopolymer.

National Water Main Cleaning Company, a Carylon Corporation Company is headquartered in Kearny New Jersey with offices in Canton, Massachusetts; Rocky Hill, Connecticut; Buffalo and Utica, New York; and Loxahatchee Groves, Florida. Carylon Corporation, in business since 1949, is a nationally recognized leader in environmental infrastructure maintenance services. Their regional operating companies offer specialized

services in sewer system maintenance, water supply maintenance and soil/sludge remediation to maintain critical environmental stormwater infrastructure.

Since 2017, National Water Main has performed Stormwater structure inspections, cleaning, and lining services under contracts with several Florida Counties and Municipalities totaling seventeen million two hundred eighty-nine thousand six hundred eighty-two dollars ($17,289,682). The list of current and past clients within Florida is provided on the next page.

Contract references-Florida	Period	Contract Amount
City of St. Petersburg, FL	12/2019-10/2022	$3,750,000
Broward County, FL	11/2019-11/2022	$10,031,680
Florida Department of Transportation (FDOT)	12/2017-10/2018	$489,555
City of Miami Beach, FL	12/2018-ongoing	$1,197,500
Miami-Dade County, FL	10/2020	$961,571.32
City of Hollywood, FL	03/2018	$168,595
Palm Beach County, FL	06/2017-02/2021	$371,100
Toho Water Authority Kissimmee, FL	10/2020-ongoing	$319,680

Additionally, staff contacted three of the contract representatives provided by the vendor to obtain their feedback.
Mr. Bill Archibell, The Broward County Waste-Water Mgmt. Div.
Mr. Stanley Payne Superintendent, City of Miami Beach
Mr. Jose Alvarez, Miami Dade County Construction Mgr.

All three representatives reported satisfactory results with no outstanding issues with National Water Main cleaning company in the performance of their contracts.

THE BAL HARBOUR EXPERIENCE

This action is aligned with the Village's stated mission through the *Bal Harbour Experience*. The remedial lining of the manholes and catch basins to add capacity to disperse stormwater after rain events corresponds directly to the goal of Modernized Public Facilities and Infrastructure. Additionally, the enhancement of Village water conservation efforts ensuring the stormwater conveyance system does not allow groundwater infiltration, aligns with the goal of Resiliency and Sustainable Community.

CONCLUSION

The Village is currently implementing 4 major and distinct Utility/PW Projects within the Gated Community. A component of the planned remedial actions for the stormwater system includes rehabilitating manholes and catch basins to prevent infiltration of groundwater into the system.

The area South of Harbour Way along Bal Cross Camden Drives is an identified location which has received frequent odor complaints from nearby residents. Recent inspections and testing have identified sixteen (16) stormwater, two manholes and 14 catch basin structures within the area which require rehabilitation and lining.

Staff solicited quotes from three area vendors to provide the envisioned services. The Village received two quotes for this work. The quote from National Water Main Cleaning Company in the amount of $36,993, was deemed to be the lowest cost and most responsive submittal. A 10% contingency in the amount of $3,700., has been included to cover unforeseen conditions.

I have reviewed the submittal from National Water Main Cleaning Company, and I have determined that it is in the best interest of the Village to adopt this Resolution approving the agreement with National Water Main Cleaning Company for the envisioned stormwater structure rehabilitation and lining at a cost not to exceed $40,693, inclusive of the applied contingency, rounded up to the nearest dollar. The adoption of this Resolution also provides your authorization for me to negotiate future agreements as needed for this remedial work. This action will further streamline our ability to address these stormwater system repairs in an expeditious manner.

Attachments:

1. National Water Main Cleaning Company Proposal Dated May 24, 2023

RESOLUTION NO. 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH NATIONAL WATER MAIN CLEANING COMPANY FOR THE REHABILITATION AND LINING OF SIXTEEN (16) STORMWATER STRUCTURES, AT A COST NOT TO EXCEED FORTY THOUSAND SIX HUNDRED NINETY-THREE DOLLARS ($40,693), ROUNDED UP TO THE NEAREST DOLLAR, INCLUSIVE OF A TEN PERCENT (10%) CONTINGENCY IN THE AMOUNT OF THREE THOUSAND SEVEN HUNDRED DOLLARS ($3,700) TO ACCOUNT FOR UNFORESEEN CONDITIONS; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE FUTURE STORMWATER STRUCTURE REHABILITATION AND LINING AGREEMENTS AS NEEDED SUBJECT TO ANNUAL BUDGETARY ALLOCATIONS FOR THIS WORK; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is currently implementing four major and distinct Utility/Public Works Projects within the Gated Community; and

WHEREAS, a component of the planned remedial actions for the stormwater system includes rehabilitating and lining manholes and catch basins to prevent infiltration of groundwater into the system; and

WHEREAS, the area South of Harbour Way along Bal Cross and Camden Drive is an identified location which has received frequent odor complaints from nearby residents; and

WHEREAS, recent inspections and testing have identified sixteen (16) stormwater, two (2) manholes and fourteen (14) catch basin structures within the area which require rehabilitation and lining; and

WHEREAS, the requested quote submitted by National Water Main Cleaning Company (" National Water Main Cleaning") in the in the amount of $36,993, was deemed to be the lowest cost and most responsive submittal; and

WHEREAS, a 10% contingency allocation has been applied in the amount of $3,700 to account for unforeseen conditions and unplanned costs; and

WHEREAS, this Council has determined that it is the best interest of the Village to approve the Agreement with National Water Main Cleaning for the services as detailed within the National Water Main Cleaning proposal dated May 24, 2023; and

WHEREAS, the Village Council wishes to authorize the Village Manager to negotiate future agreements for storm water structure rehabilitation and lining as needed, subject to budgeted funds for such purpose.

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 National Water Main Cleaning Company for the stormwater structure rehabilitation and lining services as detailed within the National Water Main Cleaning proposal dated May 24, 2023, in the amount not to exceed cost of ($40,693), inclusive of the applied contingency, rounded up to the nearest dollar, is hereby approved and the Village Manager is hereby authorized to sign the agreement on behalf of the Village.

Section 3. Expenditure Approved. That the expenditure of budgeted funds for the envisioned stormwater structure rehabilitation and lining services is hereby approved.

Section 4. Future Agreements. That the Village Manager is hereby authorized to negotiate and enter into future agreements with National Water Main Cleaning for stormwater structure rehabilitation and lining services as needed, subject to budgeting of funds for such purpose.

Section 5. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution.

Section 6. **Effective Date.** That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 20th day of June 2023.

_____
Mayor Jeffrey P. Freimark

ATTEST:

_____
Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

NATIONAL WATER MAIN CLEANING COMPANY

15551 Okeechobee Boulevard
Loxahatchee Groves, FL 33470
Tel: (561) 855-6905
www.nwmcc.com

Wednesday, May 24, 2023

Village of Bal Harbour
Robert Clark
655 96th Street
Bal Harbour, FL 33154
(954) 684-2039

MH and Catch Basin Rehabilitation

Dear Mr. Curvel,

In accordance with your request, we are pleased to submit the following proposal for MH/Catch Basin pre-cleaning and coating services as directed.

SCOPE OF WORK

National Water Main Cleaning Company will provide a High-Pressure Jet/Vacuum truck, MH/CB Rehab equipment and Crew to pre-clean & coat manholes/catch basins as directed in sanitary sewers within the prints provided located in the Bal Harbour, Florida.

NATIONAL WATER MAIN CLEANING COMPANY SHALL FURNISH

1. All necessary supervision of our personnel
2. All necessary personnel, equipment, and materials to perform the work.
3. Transportation of men and equipment to and from the job site
4. Pre and post photographs of rehabilitated structures.
5. Confined Space Equipment.
6. Disposal of non-hazardous debris.
7. Localized MOT services only for our operations.

OWNER SHALL FURNISH

1. Access and rights of way to all openings; including coordination with other contractors
2. Water supply from local fire hydrants for MH Rehab.
3. Hydrant use permits and water meters supplied by customer.
4. All necessary work permits.
5. Numbering system and map of structures to be rehabbed prior to starting the work (If requested)
6. Responsibility of environmental impact of this work in its surroundings
7. Major MOT set ups.
8. Payment for disposal of debris removed from sewers; or provide a site for disposal. (If any)
9. Resident Notification's if required.
10. Flaggers provided at an additional charge. (if needed)

PRICE

The price for our services will be as follows:

Village of Bal Harbour-Structure Rehab

Bal Harbour

Item #	Description	Quantity	Unit	Price	Extension
1	Mobilization	1.00	LS	$ 1,500.00	$ 1,500.00
2	Dewatering	6.50	Day	$ 350.00	$ 2,275.00
3	Structure Cleaning	16.00	EA	$ 100.00	$ 1,600.00
4	*Active Leak Sealing	80.00	GAL	$ 25.00	$ 2,000.00
5	Structure Coating	1,180.00	*SF	$ 25.10	$ 29,618.00
					$ 36,993.00

*Quantities are estimated
*Active leak sealing (if required)
5 gallon per structure estimated

NOTES

1. During the progress of our services, should we encounter structural defect or failure in the pipeline, such will be reported to the owner, but under no condition are we to be held responsible for any correction or repair.
2. If customer is to supply water, National Water Main Cleaning Company would need written documentation from the water company authorizing the customer to access fire hydrants with appropriate permits and meters.
3. Copies of hydrant use permits need to be provided prior to crew mobilization.
4. Down time or standby time not caused by NWMCC will be billed @ $450 per hour, per instance.

GENERAL TERMS AND CONDITIONS

I. **GENERAL CONDITIONS:** These general conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer.

II. **CUSTOMER SUPPLIED LABOR:** Where the Customer supplies labor for the Contractor, the Customer will indemnify the Contractor for liability, loss, or expense for work-related injuries to the Customer's employees. The Customer agrees to waive all rights of subrogation against the Contractor arising out of the work in this Agreement.

III. **DAMAGE LIMITATIONS:** Under no circumstances will the Contractor be responsible for indirect, incidental, or consequential damages. The Contractor also is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services.

IV. **PREEXISTING CONDITIONS:** The Contractor will not be responsible for liability, loss or expense (including damage caused by the backup of basement sewers) where the primary cause of the claim or damage is preexisting conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service caused by the preexisting conditions at the jobsite.

V. **ENVIRONMENTAL CONDITIONS:** The Customer will indemnify the Contractor for liability, loss and expense caused by discharge, escape, release of liquids, gases or any other material, contaminant, or pollutant into the atmosphere or into or onto land, water or property. The Customer holds clear title to all waste debris or other materials that the Contractor might handle, process or transport and Customer agrees to supply all necessary manifests and indemnify Contractor for claims based on the handling, processing, transportation, disposal, or release of these materials.

VI. **INDEMNIFICATION:** The Customer and Contractor will each indemnify the other for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. If both parties are jointly at fault, each will indemnify the other in proportion to their relative fault. The Customer will also indemnify Contractor for liability, loss and expense resulting from Contractor's services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer.

VII. **PAYMENT/CREDIT POLICY:**

Regular Terms are Net 30 Days. The company may charge interest at the rate of 1.5% per month on all invoices outstanding 60 days past the invoice date. New customers will be asked for prepayment with a credit card or check. Completing a credit application is also available and may take up to 10 days to process.

VIII. **ENTIRE AGREEMENT:** This proposal together with any written documents which may be incorporated by specific reference herein, constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition, or provision hereof.

If this proposal is acceptable, please sign where indicated below and return with your order so that we may schedule the work.

Sincerely yours,

Curt Maring

NATIONAL WATER MAIN CLEANING COMPANY
Curt Maring
Vice President- Florida Division

Accepted By:
By signing this you agree to our terms and prices.

_____ _____
Print Name Title

_____ _____
Signature Date (Signed)

CONFIDENTIALITY NOTICE: This document is confidential. If you are not the intended recipient of this document, please contact the sender immediately and do not use or disclose the contents of this document for any purpose.

Water Usage Authorization Form (please print or type)

Name of Water Company _____

Billing Address _____

Contact _____

Phone # _____

Permit # _____

Meter Serial # _____

Customer's Name [Customer Company]

Job # _____

Billing Address [Customer Address]

Customer's Representative [Customer Name]

Phone # [Customer Phone and fax]

Signature of Customer _____

Registered Professional Engineer licensed to practice in the State of Florida.

In some instances, a credit may be due to the Department. Unless specifically authorized by the Engineer in writing, no additional contract time will be allowed, and a decrease in time may be appropriate.

5.01 MANHOLE REHABILITATION SYSTEMS

5.01.1 GENERAL

All concrete protective coating systems shall be pre-approved by the Water and Sewer Department based on testing done within the WASD system. Only products that have had a successful test application within the Miami-Dade Water and Sewer Department system and approved by WASD forces shall be allowed.

Each manhole shall be coated with an extremely low shrinkage cementitious repair product to waterproof and enhance the structural integrity of the manhole and then apply 100 percent solids epoxy for corrosion protection after the manhole has been properly prepared.

The materials used shall be designed, manufactured, and intended for sewer manhole rehabilitation and the specific application in which they are used. The selected product or system must bear the manufacturer's certification that it will fulfill the requirements described herein when applied in accordance with his recommendations. The Contractor shall supply a list of locations and references for other projects in which the product was used within the previous three years.

The materials shall be delivered to the job site in original unopened packages and clearly labeled with the manufacturer's identification and printed instructions. All material shall be stored and handled in accordance with recommendations of the manufacturer.

5.01.2 PRE-APPROVED PRODUCT LIST – CONCRETE PROTECTIVE COATING

A. PREAPROVED PRODUCTS LIST

1. Available Manufacturers: The manhole coating products below have passed the WASD testing protocol and have been approved for use for rehabilitation of standard manholes. The manhole rehabilitation products shall be used as a complete system with no third party products used unless approved in writing by the coating manufacturer. A one-year warranty on the complete coating system from the project completion is required.

- **a. Uroflex as manufactured by Epoxytec International**
- **b. PPC as Manufactured by Polymorphic Polymers Corporation**
- **c. SP15 Spray Mortar, Sewer Guard HBS 100 Epoxy Liner by BASF**
- **d. SprayRoq, Spray Wall and SprayShield GT Coating**
- **e. GEOKRETE Geopolymer System as manufactured by Quadex**
- **f. Mainstay DS-5 High Build Epoxy, Mainstay ML-72 Restoration Mortar**
- **g. GML Coating System: Green Monster Epoxy, GML-30 and GML-60 Epoxy Cement**
- **h. Raven Lining System: Raven 405 Epoxy, Raven 755 Epoxy Mortar**

i. Saureisen Coating System: SewerGard 210, RestoKrete F-120
j. Sherwin-Williams Duraplate 6100 Coating System
k. Geo Tree GeoSpray Geopolymer Mortar

2. If a product on the Pre-approved list proves to be unsuccessful in WASD applications, the product can be removed at the discretion of the Engineer. The Contractor shall be required to utilize another concrete protective coating system at no additional cost.

3. If the Contractor selects an approved product that is not suitable for an application on a particular manhole due to irregular surfaces, cure time, location, access or other reasons, another suitable concrete protective coating shall be applied. No additional compensation will be allowed.

4. The concrete protective coating system used shall have a cement underlayment approved by the coating manufacturer for application with the product. The Contractor shall not use any underlayment that may void the manufacturer's warranty. The epoxy cement used shall have written approval from the coating manufacturer.

5. Calcium Aluminate coatings are not acceptable for rehabilitation of WASD manholes.

5.02 PREPARATION OF CONCRETE SURFACES

A. Work in this Section includes hydroblasting (Water Pressure) cleaning, sandblasting, concrete removal and testing for moisture content and soundness of concrete.

B. Blasting Sand: Clean sand blasting sand free of impurities passing through 200 sieve. Verify that surfaces are ready to receive work. Prepare and protect adjacent work from damage.

C. REHABILITATION CLEANING:

1. Prior to any rehabilitation work, the manhole shall be thoroughly cleaned to produce a clean interior surface free of all coatings, sand, rock, sludge or other damaging materials.

2. During all cleaning and preparation operations all necessary precautions shall be taken to protect the chamber from damage.

3. All sludge, dirt, sand, rock, grease and other solid or semi-solid materials resulting from cleaning or surface preparation operations shall be removed from the immediate work site.

4. The rubber-based coating and any other coatings shall be completely removed by any means acceptable to the Engineer.

5. All waste materials and debris resulting from the manhole preparation shall be removed and conveyed to the County's Class I sanitary landfill, the South Dade Solid Waste Disposal Facility, 24000 S.W. 97th Avenue, Dade County,

SPECIFICATION SECTION

Manhole Rehabilitation

Infiltration Repair

Manholes having severe water infiltration shall be sealed by pressure chemical grouting. A hole shall be drilled at the point of infiltration through the wall of the manhole to the surrounding ground area. A grouting packer device shall be inserted into the hole and chemical grout pumped into the ground surrounding the manhole until the infiltration has stopped. This procedure may have to be exercised in multiple locations in a given manhole.

Manholes Requiring Outside Grout - Drilling and Injection

A. Injection holes shall be drilled through the manhole wall in the area surrounding the infiltration.
B. Grout shall be injected through the holes under pressure with a suitable probe. Injection pressure shall not cause damage to the manhole structure or surrounding surface features.
C. The procedure shall be repeated until the infiltration is externally sealed with grout. Additional injection points shall be drilled as needed to fully seal all leaks.
D. Injection holes shall be cleaned and patched with a waterproof quick setting mortar.

Chemical Grout Materials

The chemical grout to be used will be Avanti International's AV-100 with the AV-101 Catalyst T+. It will be combined with Avanti International's AV-102 Catalyst AP per the manufacturer specifications. Quadex Company's Hyperform and Plug shall be utilized as the quick setting patching cements.

Cementitious Manhole Lining

The floor and interior walls of the manhole shall be thoroughly cleaned and made free of all foreign materials including dirt, grit roots, grease, sludge and all debris or material that may be attached to the wall or bottom of the manhole. Minor infiltration will be stopped by hand application of fast drying plug. Cementitious lining of the manhole interior will be completed via trowel and/or spray nozzle.

Manhole Cleaning & Preparation

A. High pressure water blasting with a minimum of 3,500 psi shall be used to clean free all foreign material within the manhole.
B. All materials resulting from the cleaning of the manhole shall be removed prior to application of the cement based coating.
C. All loose or defective brick, grout, ledges, steps and protruding ledges shall be removed to provide an even surface prior to application of cement based coating.

Sealing Active Leaks

The work consists of hand applying a dry quick-setting cementitious mix designed to instantly stop running water or seepage in all types of concrete and masonry structures. The applicator shall apply material in accordance with manufacturer's recommendations and following specifications:

A. The area to be repaired must be clean and free of all debris per the guidelines set forth in the section titled Manhole Cleaning and Preparation.
B. Once cleaned, prepare crack or hole by chipping out loose material to a minimum depth and width of ¾ inch.
C. With gloved hand, place a generous amount of the dry quick-setting cementitious material to the active leak, with a smooth fast motion, maintaining external pressure for 30 seconds, repeat until leak is stopped.
D. Proper application should not require any special mixing of product or special curing requirements

Application of Cementitious Manhole Liner

The work consists of spray applying a cementitious based liner to the inside of the existing manhole. The necessary equipment and application methods to apply the cementitious based liner materials shall be only as approved by the material manufacturer.

A. Material shall be mixed with water in accordance with manufacturer's specifications and pumped via mono pump for spray application. Material shall be atomized by the introduction of air at the nozzle, creating a low-velocity spray pattern for material application.
B. Material shall be spray applied only when manhole is in a damp state, with no visible water dripping or running over the manhole walls.
C. Spraying shall be performed by starting at the base of the manhole and progressing up the wall to the corbel and chimney areas. Material shall be applied to a uniform minimum thickness of ½ inch. Material shall be applied to the bench area in such a manner as to provide for proper drainage without ponding.

Cementitious Lining Materials

GeoTree-Geo Plug will be used as a rapid set patching cement and mortar. Cementitious lining will be completed using GeoTree -Geospray/Geopolymer.

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2023 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and National Water Main Cleaning Company, an independent contractor ("Contractor"), with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the stormwater pipes connecting the manholes and catch basins on Biscay Drive were lined in 2019 with an epoxy liner to prevent infiltration in the pipes, but while infiltration was prevented from seeping into the pipes, manholes and catch basins are now the source of infiltration; and

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

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

I. **SCOPE OF SERVICES**. Contractor shall provide the scope of services ("Services" or "Work") set forth in Contractor's proposal ("Proposal"), incorporated herein and attached hereto as Exhibit "A." Contractor 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 an (**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 Contractor's completion of the Services rendered hereunder, the Village shall pay to Contractor, as provided for in the Proposal in the amount of $36,993.00. Additional services shall not be provided without the Village's prior written approval.

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, Contractor 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 Contractor sustained by the Village by virtue of any breach of the Agreement by the Contractor. 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 Contractor. 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 Contractor.

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 Contractor of such termination; which shall become effective thirty (30) days following receipt by Contractor of such notice. If the Agreement is terminated for convenience by the Village, Contractor 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 Contractor 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, Contractor shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

V. INSURANCE REQUIREMENTS

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

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

	Per Occurrence	Aggregate
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 Contractor 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. Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the Village. Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

Contractor 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 Contractor 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, Contractor'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.

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

terms of this Agreement and that Contractor has no obligation to any third party or otherwise that are inconsistent with any of its provisions. Contractor further represents and warrants that Contractor 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.

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

Contractor 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.

IX. 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.

X. ANTI-DISCRIMINATION

Bal Harbour Village ("Recipient") and National Water Main Cleaning Company, ("Contractor'). The Recipient by entering into an agreement with the State of Florida, Division of Emergency Management for American Rescue Plan Act funding allocations is required by federal law to incorporate the following contractual provisions in all Bal Harbour Village contracts which will be paid for in whole or in part with funds obtained from the federal government.

A) EQUAL OPPORTUNITY EMPLOYMENT

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to

employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. Contractor 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. Contractor further agrees that neither Contractor, nor any parent company, subsidiaries or affiliates of Contractor 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.

XI. SCRUTINIZED COMPANIES

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors

are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

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

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

XII. COPELAND ANTI-KICKBACK ACT

1. "Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract."

2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor accepts responsibility for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

XIII. CONTRACT WORK HOURS AND SAFETY STANDARDS

Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

XIV. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

"Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA)."

XV. SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.

XVI. BYRD ANTI-LOBBYING AMENDMENT

"Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractor shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient."

XVII. 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 Contractor: Curt Maring, National Water Main Cleaning Company.
15551 Okeechobee Boulevard
Loxahatchee Groves, FL 334470

XVIII. COMPLIANCE WITH LAWS.

Contractor 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. NO CONTINGENT FEES.

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, 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 Contractor any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

XXIII. 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.

XXIV. FORCE MAJEURE.

Non-performance of Contractor 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.

XXV. INDEPENDENT CONTRACTOR.

Contractor 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, Contractor 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. Contractor further understands that Florida Workers' Compensation benefits available to employees of the Village are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the Village under this Agreement.

XXVI. CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

B. Upon request from the Village's custodian of public records, Contractor 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 Contractor's workpapers shall remain the sole property of Contractor, 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 Contractor shall be delivered by Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor 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, Contractor 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 Contractor 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 Contractor shall be withheld until all records are received as provided herein.

F. Contractor'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 CONTRACTOR HAS QUESTIONS REGARDING THE

APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'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.

XXVII. 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/subContractors/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.

IN WITNESS WHEREOF, Contractor 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.

CONTRACTOR:
National Water Main Cleaning Company
15551 Okeechobee Boulevard
Loxahatchee Groves FL 33470

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

By: _____

Curt Maring

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
NEXT PAGE

NATIONAL WATER MAIN CLEANING COMPANY
15551 Okeechobee Boulevard
Loxahatchee Groves, FL 33470
Tel: (561) 855-6905
www.nwmcc.com

Wednesday, May 24, 2023

Village of Bal Harbour
Robert Clark
655 96th Street
Bal Harbour, FL 33154
(954) 684-2039

MH and Catch Basin Rehabilitation

Dear Mr. Curvel,

In accordance with your request, we are pleased to submit the following proposal for MH/Catch Basin pre-cleaning and coating services as directed.

SCOPE OF WORK

National Water Main Cleaning Company will provide a High-Pressure Jet/Vacuum truck, MH/CB Rehab equipment and Crew to pre-clean & coat manholes/catch basins as directed in sanitary sewers within the prints provided located in the Bal Harbour, Florida.

NATIONAL WATER MAIN CLEANING COMPANY SHALL FURNISH

1. All necessary supervision of our personnel
2. All necessary personnel, equipment, and materials to perform the work.
3. Transportation of men and equipment to and from the job site
4. Pre and post photographs of rehabilitated structures.
5. Confined Space Equipment.
6. Disposal of non-hazardous debris.
7. Localized MOT services only for our operations.

OWNER SHALL FURNISH

1. Access and rights of way to all openings; including coordination with other contractors
2. Water supply from local fire hydrants for MH Rehab.
3. Hydrant use permits and water meters supplied by customer.
4. All necessary work permits.
5. Numbering system and map of structures to be rehabbed prior to starting the work (If requested)
6. Responsibility of environmental impact of this work in its surroundings
7. Major MOT set ups.
8. Payment for disposal of debris removed from sewers; or provide a site for disposal. (If any)
9. Resident Notification's if required.
10. Flaggers provided at an additional charge. (if needed)

PRICE

The price for our services will be as follows:

Village of Bal Harbour-Structure Rehab

Bal Harbour

Item #	Description	Quantity	Unit	Price	Extension
1	Mobilization	1.00	LS	$ 1,500.00	$ 1,500.00
2	Dewatering	6.50	Day	$ 350.00	$ 2,275.00
3	Structure Cleaning	16.00	EA	$ 100.00	$ 1,600.00
4	*Active Leak Sealing	80.00	GAL	$ 25.00	$ 2,000.00
5	Structure Coating	1,180.00	*SF	$ 25.10	$ 29,618.00
					$ 36,993.00

*Quantities are estimated
*Active leak sealing (if required)
5 gallon per structure estimated

NOTES

1. During the progress of our services, should we encounter structural defect or failure in the pipeline, such will be reported to the owner, but under no condition are we to be held responsible for any correction or repair.
2. If customer is to supply water, National Water Main Cleaning Company would need written documentation from the water company authorizing the customer to access fire hydrants with appropriate permits and meters.
3. Copies of hydrant use permits need to be provided prior to crew mobilization.
4. Down time or standby time not caused by NWMCC will be billed @ $450 per hour, per instance.

Registered Professional Engineer licensed to practice in the State of Florida.

In some instances, a credit may be due to the Department. Unless specifically authorized by the Engineer in writing, no additional contract time will be allowed, and a decrease in time may be appropriate.

5.01 MANHOLE REHABILITATION SYSTEMS

5.01.1 GENERAL

All concrete protective coating systems shall be pre-approved by the Water and Sewer Department based on testing done within the WASD system. Only products that have had a successful test application within the Miami-Dade Water and Sewer Department system and approved by WASD forces shall be allowed.

Each manhole shall be coated with an extremely low shrinkage cementitious repair product to waterproof and enhance the structural integrity of the manhole and then apply 100 percent solids epoxy for corrosion protection after the manhole has been properly prepared.

The materials used shall be designed, manufactured, and intended for sewer manhole rehabilitation and the specific application in which they are used. The selected product or system must bear the manufacturer's certification that it will fulfill the requirements described herein when applied in accordance with his recommendations. The Contractor shall supply a list of locations and references for other projects in which the product was used within the previous three years.

The materials shall be delivered to the job site in original unopened packages and clearly labeled with the manufacturer's identification and printed instructions. All material shall be stored and handled in accordance with recommendations of the manufacturer.

5.01.2 PRE-APPROVED PRODUCT LIST – CONCRETE PROTECTIVE COATING

A. PREAPROVED PRODUCTS LIST

1. Available Manufacturers: The manhole coating products below have passed the WASD testing protocol and have been approved for use for rehabilitation of standard manholes. The manhole rehabilitation products shall be used as a complete system with no third party products used unless approved in writing by the coating manufacturer. A one-year warranty on the complete coating system from the project completion is required.

- **a. Uroflex as manufactured by Epoxytec International**
- **b. PPC as Manufactured by Polymorphic Polymers Corporation**
- **c. SP15 Spray Mortar, Sewer Guard HBS 100 Epoxy Liner by BASF**
- **d. SprayRoq, Spray Wall and SprayShield GT Coating**
- **e. GEOKRETE Geopolymer System as manufactured by Quadex**
- **f. Mainstay DS-5 High Build Epoxy, Mainstay ML-72 Restoration Mortar**
- **g. GML Coating System: Green Monster Epoxy, GML-30 and GML-60 Epoxy Cement**
- **h. Raven Lining System: Raven 405 Epoxy, Raven 755 Epoxy Mortar**

RPQ P0260

i. **Saureisen Coating System: SewerGard 210, RestoKrete F-120**
j. **Sherwin-Williams Duraplate 6100 Coating System**
k. **Geo Tree GeoSpray Geopolymer Mortar**

2. If a product on the Pre-approved list proves to be unsuccessful in WASD applications, the product can be removed at the discretion of the Engineer. The Contractor shall be required to utilize another concrete protective coating system at no additional cost.

3. If the Contractor selects an approved product that is not suitable for an application on a particular manhole due to irregular surfaces, cure time, location, access or other reasons, another suitable concrete protective coating shall be applied. No additional compensation will be allowed.

4. The concrete protective coating system used shall have a cement underlayment approved by the coating manufacturer for application with the product. The Contractor shall not use any underlayment that may void the manufacturer's warranty. The epoxy cement used shall have written approval from the coating manufacturer.

5. Calcium Aluminate coatings are not acceptable for rehabilitation of WASD manholes.

5.02 PREPARATION OF CONCRETE SURFACES

A. Work in this Section includes hydroblasting (Water Pressure) cleaning, sandblasting, concrete removal and testing for moisture content and soundness of concrete.

B. Blasting Sand: Clean sand blasting sand free of impurities passing through 200 sieve. Verify that surfaces are ready to receive work. Prepare and protect adjacent work from damage.

C. REHABILITATION CLEANING:

1. Prior to any rehabilitation work, the manhole shall be thoroughly cleaned to produce a clean interior surface free of all coatings, sand, rock, sludge or other damaging materials.

2. During all cleaning and preparation operations all necessary precautions shall be taken to protect the chamber from damage.

3. All sludge, dirt, sand, rock, grease and other solid or semi-solid materials resulting from cleaning or surface preparation operations shall be removed from the immediate work site.

4. The rubber-based coating and any other coatings shall be completely removed by any means acceptable to the Engineer.

5. All waste materials and debris resulting from the manhole preparation shall be removed and conveyed to the County's Class I sanitary landfill, the South Dade Solid Waste Disposal Facility, 24000 S.W. 97th Avenue, Dade County,

SPECIFICATION SECTION

Manhole Rehabilitation

Infiltration Repair

Manholes having severe water infiltration shall be sealed by pressure chemical grouting. A hole shall be drilled at the point of infiltration through the wall of the manhole to the surrounding ground area. A grouting packer device shall be inserted into the hole and chemical grout pumped into the ground surrounding the manhole until the infiltration has stopped. This procedure may have to be exercised in multiple locations in a given manhole.

Manholes Requiring Outside Grout - Drilling and Injection

A. Injection holes shall be drilled through the manhole wall in the area surrounding the infiltration.
B. Grout shall be injected through the holes under pressure with a suitable probe. Injection pressure shall not cause damage to the manhole structure or surrounding surface features.
C. The procedure shall be repeated until the infiltration is externally sealed with grout. Additional injection points shall be drilled as needed to fully seal all leaks.
D. Injection holes shall be cleaned and patched with a waterproof quick setting mortar.

Chemical Grout Materials

The chemical grout to be used will be Avanti International's AV-100 with the AV-101 Catalyst T+. It will be combined with Avanti International's AV-102 Catalyst AP per the manufacturer specifications. Quadex Company's Hyperform and Plug shall be utilized as the quick setting patching cements.

Cementitious Manhole Lining

The floor and interior walls of the manhole shall be thoroughly cleaned and made free of all foreign materials including dirt, grit roots, grease, sludge and all debris or material that may be attached to the wall or bottom of the manhole. Minor infiltration will be stopped by hand application of fast drying plug. Cementitious lining of the manhole interior will be completed via trowel and/or spray nozzle.

Manhole Cleaning & Preparation

A. High pressure water blasting with a minimum of 3,500 psi shall be used to clean free all foreign material within the manhole.
B. All materials resulting from the cleaning of the manhole shall be removed prior to application of the cement based coating.
C. All loose or defective brick, grout, ledges, steps and protruding ledges shall be removed to provide an even surface prior to application of cement based coating.

Sealing Active Leaks

The work consists of hand applying a dry quick-setting cementitious mix designed to instantly stop running water or seepage in all types of concrete and masonry structures. The applicator shall apply material in accordance with manufacturer's recommendations and following specifications:

A. The area to be repaired must be clean and free of all debris per the guidelines set forth in the section titled Manhole Cleaning and Preparation.
B. Once cleaned, prepare crack or hole by chipping out loose material to a minimum depth and width of ¾ inch.
C. With gloved hand, place a generous amount of the dry quick-setting cementitious material to the active leak, with a smooth fast motion, maintaining external pressure for 30 seconds, repeat until leak is stopped.
D. Proper application should not require any special mixing of product or special curing requirements

Application of Cementitious Manhole Liner

The work consists of spray applying a cementitious based liner to the inside of the existing manhole. The necessary equipment and application methods to apply the cementitious based liner materials shall be only as approved by the material manufacturer.

A. Material shall be mixed with water in accordance with manufacturer's specifications and pumped via mono pump for spray application. Material shall be atomized by the introduction of air at the nozzle, creating a low-velocity spray pattern for material application.
B. Material shall be spray applied only when manhole is in a damp state, with no visible water dripping or running over the manhole walls.
C. Spraying shall be performed by starting at the base of the manhole and progressing up the wall to the corbel and chimney areas. Material shall be applied to a uniform minimum thickness of ½ inch. Material shall be applied to the bench area in such a manner as to provide for proper drainage without ponding.

Cementitious Lining Materials

GeoTree-Geo Plug will be used as a rapid set patching cement and mortar. Cementitious lining will be completed using GeoTree -Geospray/Geopolymer.

EXHIBIT B – NOTICE TO PROCEED

BAL HARBOUR

- VILLAGE -

JORGE M. GONZALEZ
VILLAGE MANAGER

Date

National Water Main Cleaning Company
15551 Okeechobee Boulevard
Loxahatchee Groves FL 33470

RE: Agreement - 2023 / Professional Services -Stormwater Structure Sealing, Lining

Mr. Curt Maring:

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 Robert Clark, Operations Manager, Public Works & Beautification Department 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: Public Works & Beautification Department John Oldenburg, Director
Claudia Dixon, Chief Financial Officer

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA AMENDING CHAPTER 2 OF THE VILLAGE CODE TO CREATE SECTION 2-113 "TRESPASS" OF CHAPTER 2 "ADMINISTRATION", ARTICLE IV "OFFICERS AND EMPLOYEES," DIVISION 2 "POLICE", SO THAT VILLAGE POLICE MAY TRESPASS INDIVIDUALS FROM PUBLIC PROPERTY IN THE VILLAGE. (SECOND READING)

Issue:

Should the Village Council approve an Ordinance on Second Reading which allows Village Police Officers to issue trespass orders for individuals violating laws or causing threats to public safety on Village property?

The Bal Harbour Experience:

☐ Beautiful Environment ☒ Safety ☐ Modernized Public Facilities/Infrastructure

☐ Destination & Amenities ☐ Unique & Elegant ☐ Resiliency & Sustainable Community

☐ Other: _____

Item Summary / Recommendation:

On April 18, 2023 the Village Council considered an Ordinance on First Reading creating regulations for the parks in the Village. As part of that discussion, Councilman Sklar inquired which would be the best method to address anyone trespassing on Village property to include parks and public open spaces. The consensus of the discussion was that a separate ordinance specifically addressing trespassing on public property would be the best course of action.

The proposed ordinance will enable the Village's police officers to issue trespass orders for Village property. This ordinance, presented for the Council's consideration at the May 16, 2023 Regular Council Meeting on First Reading, passed with a vote of 5-0. The Ordinance provides a mechanism for both issuing trespass orders in the case of violations of law or a threat to public safety and provides for an appeal process.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS ORDINANCE.

Advisory Board Recommendation:

N/A

Sign off:

Chief of Police	Chief Financial Officer	Village Manager
Raleigh M. Flowers, Jr.	Claudia Dixon	Jorge M. Gonzalez

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: June 20, 2023

SUBJECT: **AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA AMENDING CHAPTER 2 OF THE VILLAGE CODE TO CREATE SECTION 2-113 "TRESPASS" OF CHAPTER 2 "ADMINISTRATION", ARTICLE IV "OFFICERS AND EMPLOYEES," DIVISION 2 "POLICE", SO THAT VILLAGE POLICE MAY TRESPASS INDIVIDUALS FROM PUBLIC PROPERTY IN THE VILLAGE; PROVIDING FOR SEVERABILITY, INCLUSION IN THE VILLAGE CODE, CONFLICT, AND FOR AN EFFECTIVE DATE. (SECOND READING)**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Ordinance on Second Reading.

BACKGROUND

On April 18, 2023 the Village Council considered an Ordinance on First Reading creating regulations for the parks in the Village. As part of that discussion, Councilman Sklar inquired which would be the best method to address anyone trespassing on Village property to include parks and public open spaces. The consensus of the discussion was that a separate ordinance specifically addressing trespassing on public property would be the best course of action.

The proposed ordinance will enable the Village's police officers to issue trespass orders for Village property. This ordinance, presented for the Council's consideration at the May 16, 2023 Regular Council Meeting on First Reading, passed with a vote of 5-0. The Ordinance provides a mechanism for both issuing trespass orders in the case of violations of law or a threat to public safety and provides for an appeal process.

ANALYSIS

Generally, for the police to arrest someone for trespassing, the officer needs either to witness the property owner/representative warn the offender to leave, or the officer must have authorization from that owner/representative to issue that warning on their behalf. If the offender refuses to leave after warning, they are subject to arrest. The public has special interests in utilizing public property such as parks, beaches, and government buildings. As such, banishment from public property requires strict adherence to constitutional protections such as due process. Notice is a basic tenet of due process.

Furthermore, case law tells us an element of due process requires an appeals process be in place when banishment from public property is at issue. The proposed ordinance grants the Bal Harbour Police Department the authority to issue trespass orders from Village property, and satisfies due process requirements by providing notice of that authority to all, and by establishing a process in which an offender may appeal their banishment from public property.

The ordinance provides for the following:

1. This ordinance shall not be construed to inhibit or deny otherwise lawful expression or other lawful activity guaranteed by the federal or state Constitutions.

2. Allows for Village police officer(s) to issue a trespass order to any person for any lawful reason on any public property, including rights-of-way when closed to general vehicular or pedestrian use, when necessary or appropriate in the sole discretion of the police officer. Anyone who refuses to leave once warned, commits the offense of trespass pursuant to Florida Statutes Sections 810.08 and 810.09 and will subject the individual to arrest for a misdemeanor.

3. Provides for the officer(s) to issue a trespass order (Order) which is a written document provided to the individual indicating the individual has been lawfully warned against trespassing.
    a. The Order will specify the duration and location(s) of the banishment.
    b. A copy of the Order will be provided by mail or hand delivery to the individual and the Village Manager or their designee within seven (7) calendar days of the issuance.
    c. The scope and duration of the banishment will be based on the severity of the conduct associated with the Order
        i. For the trespass incident ("Incident"), the Order may ban the individual for a period not to exceed one year.
        ii. For a second or subsequent Incident, the trespass order may ban the individual for a period not to exceed two years
        iii. The trespass order shall apply to the location at which it was originally issued.
        iv. The Order will be reviewed by the Chief of Police or their designee and either be confirmed or revoked. The Order will advise the individual of their right to appeal along with the location and telephone for filing the appeal.
4. *First Amendment activity or Village Business*. A recipient of an Order may plea for a temporary reprieve of the Order for purposes of conducting business with the Village, or to participate in activities exercising his or her rights under the First Amendment. The Village Manager shall have the authority to rule on the plea. The

Village Manager may authorize an individual who has received an Order to enter the property at issue if there is no other reasonable alternative location to exercise such rights or to conduct necessary Village business. Such authorization must be in writing, shall specify the duration of the authorization and any conditions thereof, and shall not be unreasonably denied.

5. An appeal of an Order will be handled through the Village's Special Master process. The hearing will occur no sooner than twenty (20) calendar days from the date of service. The appellant and the Village shall have the right to attend with an attorney, the right to testify, to call witnesses, to cross examine witnesses and to present evidence. The appellant shall have the right to bring a court reporter, at appellant's own expense.
6. The Special Master will issue a written decision on the appeal within five (5) business days of the initial hearing. The trespass decision of the Special Master shall constitute final Village action and the appellant shall be deemed to have exhausted all administrative remedies. Such decision is subject to judicial review in the manner provided by law for Village quasi-judicial decisions.
7. The Order and trespass decision shall remain in effect during the appeal and review process, including any judicial review unless required to be stayed under general law or rule, or stayed by a court.

THE BAL HARBOUR EXPERIENCE

The proposed Ordinance addresses *The Bal Harbour Experience* by enhancing the Village's ability to more effectively address individuals who are affecting the resident's quality of life through behavior which detracts from the safety of the community.

CONCLUSION

The adoption of this Ordinance will provide the Village with a framework by which the Police Department will be able to effectively address individuals who are violating laws and/or causing threats to public safety while protecting lawful expression and activity protected by law. The Ordinance provides for an appeal process and provides guidance for the duration for which an individual may be ordered to stay away from Village property.

I, therefore, recommend the Council approve this Ordinance on Second Reading.

ORDINANCE NO. 2023____

AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA AMENDING CHAPTER 2 OF THE VILLAGE CODE TO CREATE SECTION 2-113 "TRESPASS" OF CHAPTER 2 "ADMINISTRATION", ARTICLE IV "OFFICERS AND EMPLOYEES," DIVISION 2 "POLICE", SO THAT VILLAGE POLICE MAY TRESPASS INDIVIDUALS FROM PUBLIC PROPERTY IN THE VILLAGE; PROVIDING FOR SEVERABILITY, INCLUSION IN THE VILLAGE CODE, CONFLICT, AND FOR AN EFFECTIVE DATE. (SECOND READING)

WHEREAS, a person who remains in a property, structure, or conveyance in defiance of an order to leave, personally communicated to that person by the owner or an authorized person, commits the offense of trespass pursuant to Sections 810.08 and 810.09, Florida Statutes; and

WHEREAS, the Village seeks to assure that its police department has all the powers necessary to maintain peace and order at public properties, structures, and conveyances in the Village; and

WHEREAS, the Village therefore seeks to amend its Code of Ordinances to authorize its police department to issue trespass orders on public properties in the case of violations of law or a threat to public safety or welfare, and to specify rules of interpretation, standards and procedures related to trespass orders; and

WHEREAS, this Ordinance amends the Village Code of Ordinances to provide authorization for the police department through its police officers to trespass persons from public properties and to provide procedures for appeal of trespass orders.

NOW, THEREFORE, BE IT ORDAINED 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. Village Code Amended – Chapter 2. That Section 2-113 "Trespass" of Chapter 2 "Administration", Article IV "Officers and Employees," Division 2

"Police" of the Code of Bal Harbour Village, Florida, is hereby amended to read as follows:[1]

CHAPTER 2 – ADMINISTRATION

***

ARTICLE IV. – OFFICERS AND EMPLOYEES

***

DIVISION 2. – POLICE

***

Sec. 2-113. –Trespass.

(a) *Authorization*.

(1) *Interpretation*. This section is not intended to, and shall not be construed to, inhibit or deny otherwise lawful expression or other lawful activity guaranteed by the federal or state Constitutions. Nothing in this section is intended to limit the statutory authority of a police officer to issue trespass warnings or orders, or to enforce trespass laws in the manner provided in general law. This section shall not be construed to limit the authority of a police officer to issue a trespass order to any person for any lawful reason for any public property, including rights-of-way when closed to general vehicular or pedestrian use, when necessary or appropriate in the sole discretion of the police officer.

(2) *Police Department authorized*. The Village's Police Department and its police officers are authorized to act as agents of the Village, and issue trespass orders for all public property, structures, and conveyances in the Village.

(b) *Trespass*. Whoever, without being authorized, licensed, or invited, willfully enters or remains in any public property, structure, or conveyance, or, having been authorized, licensed, or invited, is ordered by a police officer to depart and refuses to do so, commits the offense of trespass pursuant to Florida Statutes Sections 810.08 and 810.09. Violators of this subsection shall be deemed trespassers, and may be ordered to be banished from the location of the trespass.

(c) *Trespass Orders*. A Trespass Order ("Order") is the written embodiment of the trespass

[1] Additions to existing Village Code text are shown by underline; deletions from existing Village Code text are shown by ~~strikethrough~~. Any changes between first and second reading are shown by highlighted double underline and ~~double strikethrough~~ font.

warning issued, banishing a person from Village property. A copy of the Order, specifying the duration of banishment and the location(s) to which the trespass order applies, shall be provided by mail or hand delivery to the individual and to the Village Manager or designee within 7 calendar days of issuance. The scope and duration of banishment shall be based upon the severity of the conduct prompting the trespass order, in accordance with departmental policy.

(1) For the trespass incident ("Incident"), the Order may ban the individual for a period not to exceed one year.

(2) For a second or subsequent Incident, the trespass order may ban the individual for a period not to exceed two years.

(3) The trespass order shall apply to the location at which it was originally issued.

All Orders issued pursuant to this section will be reviewed and either confirmed or revoked by the Chief or designee. The written trespass order shall advise the individual of the right to appeal, and the location and telephone number for filing the appeal. Violators of a trespass order may be subject to punishment as provided in section 1-14 of this Code, or Sections 810.08 or 810.09, Florida Statutes.

(d) *First Amendment activity or Village Business*. A recipient of an Order may plea for a temporary reprieve of the Order for purposes of conducting business with the Village, or to participate in activities exercising his or her rights under the First Amendment. The Village Manager shall have the authority to rule on the plea. The Village Manager may authorize an individual who has received an Order to enter the property at issue if there is no other reasonable alternative location to exercise such rights or to conduct necessary Village business. Such authorization must be in writing, shall specify the duration of the authorization and any conditions thereof, and shall not be unreasonably denied.

(e) *Appeal Process*. The Trespass Order may be appealed prior to the expiration of the period of banishment as follows:

(1) An appeal of the Order must be filed with the Village Clerk, in writing, within ten days of the issuance of the Order, and shall include the appellant's name, address and phone number, if any. No fee shall be charged for filing the appeal.

(2) The appeal shall be filed in writing or in person at the Office of the Village Clerk, located at 655 96th St, Bal Harbour, FL 33154.

(3) Appeals shall be heard by a Special Master, as provided in Section 2-182 of the Village Code.

(4) Within five days following the filing of the appeal, the Special Master shall schedule a hearing, in accordance with Section 2-187 of the Village Code.

(5) Notice of the hearing shall be provided to the appellant, as provided in Section 2-187 of the Village Code, as applicable.

(6) Notice shall be achieved in one of the following manners:

a. Hand delivery;

b. Certified mail, at an address provided by the appellant,

c. Posting the notice at the Bal Harbour Village Hall; or

d. Telephone, should no address be available and if a telephone number has been provided. If the appellant cannot be reached by telephone, then notice at the information desk shall be sufficient.

(7) The Special Master shall hold the hearing as soon as possible, in accordance with due process. No hearing shall be set sooner than 20 calendar days from the date of service of the Order, except as provided in section 2-183(f) of the Village Code.

(8) A hearing date shall not be postponed or continued unless a request for continuance, showing good cause for such continuance, is received in writing by the Special Master at least ten calendar days prior to the date set for the hearing.

(9) Copies of documents in the Village's control which are intended to be used at the hearing, and which directly relate to the issuance of the Order to the appellant, shall be made available to the appellant upon request.

(10) The appellant and the Village shall have the right to attend with an attorney, the right to testify, to call witnesses, to cross examine witnesses and to present evidence. The appellant shall have the right to bring a court reporter, at appellant's own expense.

(11) The Special Master shall consider the testimony, reports or other documentary evidence, and any other evidence presented at the hearing. Formal rules of evidence shall not apply, but fundamental due process shall govern the proceedings.

(12) The Village shall bear the burden of proof that the Order was properly issued pursuant to the criteria of this section.

(13) If the appellant fails to attend a scheduled hearing, the Special Master shall review the evidence presented and determine whether the Order was properly issued pursuant to the criteria of this section.

(14) Within five business days after the hearing, the Special Master shall issue a written decision on the appeal which shall be mailed to the appellant at the address provided. If no address is provided, a copy of the trespass decision shall be posted at the information desk of the police department or at the information board at Village Hall.

(15) The trespass decision of the Special Master shall constitute final Village action and the appellant shall be deemed to have exhausted all administrative remedies. Such decision is subject to judicial review in the manner provided by law for Village quasi-judicial decisions.

(16) The Order and trespass decision shall remain in effect during the appeal and review process, including any judicial review unless required to be stayed under general law or rule, or stayed by a court.

Sec. 2-113~~3~~4 – 2-125. – Reserved.

Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion in the Code. That it is the intention of the Village Council, and it is hereby ordained that this Ordinance shall become and be made a part of the Bal Harbour Village Code; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Conflict. That all Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions, or parts of resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. Effective Date. That this Ordinance shall be effective immediately upon adoption on second reading.

PASSED AND ADOPTED on first reading this 16th day of May, 2023.

PASSED AND ADOPTED on second reading this 20th day of June, 2023.

_____
Mayor Jeffrey P. 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:

AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA AMENDING CHAPTER 11 "NUISANCES," ARTICLE II "NOISE" OF THE CODE OF ORDINANCES. (SECOND READING)

Issue:

Should the Council adopt an amendment to the noise ordinance which restricts exterior construction noises on Saturdays, continue to allow for landscaping activities on Saturdays, and allow for a courtesy period for implementation?

The Bal Harbour Experience:

☒ Beautiful Environment ☐ Safety ☐ Modernized Public Facilities/Infrastructure

☐ Destination & Amenities ☐ Unique & Elegant ☐ Resiliency & Sustainable Community

☐ Other: _____

Item Summary / Recommendation:

At the Village Council retreat, the Village Council gave direction to make certain amendments to the Village's Noise Ordinance, particularly to prohibit exterior construction noises on Saturdays in residential areas.

The proposed amendment would prohibit exterior construction noises which are currently allowed on Saturdays and allow for landscaping and similar activities to continue to occur on Saturdays. The proposed amendment would not affect the restricted holidays as they currently appear in the code, and does not affect the business district.

On May 16, 2023 at the Regular Council Meeting, the Council amended the ordinance to remove the Village exception and considered and adopted the proposed amendment on First Reading by a vote of 5-0.

The desire to provide a respite from noisy work which affects the overall quality of life for residents is addressed through the proposed amendments. The Council is requested to determine whether the landscaping and similar noises will be allowed on Saturdays, and to provide direction on the plan for implementation of this new requirement.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS ORDINANCE.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

Chief of Police	Chief Financial Officer	Village Manager
Raleigh M. Flowers, Jr.	Claudia Dixon	Jorge M. Gonzalez

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: June 20, 2023

SUBJECT: **AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA AMENDING CHAPTER 11 "NUISANCES," ARTICLE II "NOISE" OF THE CODE OF ORDINANCES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE. (SECOND READING)**

ADMINISTRATIVE RECOMMENDATION

The Council is asked to consider the proposed amendment prohibiting exterior construction noises on Saturdays, whether you wish to continue to allow for landscaping and similar type noises to occur on Saturdays, and allow for a courtesy period for implementation. Upon the determination of these factors, I recommend approval of the Ordinance on Second Reading.

BACKGROUND

At the Village Council retreat this year, the Village Council expressed concerns about construction noises being a nuisance on Saturdays. The Council provided direction to explore amending the current ordinance which allows for exterior construction from Monday through Saturday from 8:30 a.m. through 5:30 p.m., excluding certain holidays. The proposed amendment to Chapter 11 of the Village Code, which regulates nuisances such as construction noises, would prohibit exterior construction noises on Saturdays.

On May 16, 2023 at the Regular Council Meeting the Village Council considered the proposed amendment to the Ordinance on First Reading. The Council discussed all the factors related to this proposed amendment and a motion was presented to remove the exemption for Village personnel from the proposal and leave the remainder of the proposed amendment as written. The motion carried with a vote of 5-0. Additionally, another motion was presented to allow for an additional half hour of work at the start of the morning hours Monday through Friday, but that motion did not carry.

The Council further discussed whether they would consider also prohibiting landscaping noise and all other noises of similar intensity, which are currently allowed on Saturdays. The consensus of the Council was that Councilman Wolf would seek input from the Bal Harbour Civic Association (BHCA), as this is the area which would be most impacted. The Council also discussed that the Ordinance might include a sixty (60) or ninety (90) day courtesy period to be determined at the Second Reading of the Ordinance. The final motion to approve the proposed amendment to the Ordinance on First Reading carried with a vote of 5-0.

ANALYSIS

The activities which are listed in this section of the Village Code all pertain to exterior activities that, due to their nature and characteristics, could become a nuisance to a neighboring property or to the quality of life of the neighborhood in general. The purpose of this regulation is to balance the need for residents to accomplish these activities which are necessary for the construction or maintenance of their property, against the needs of other residents' enjoyment of their own property or open space.

Currently, Section 11-31 prohibits certain noises, listed below, in all zoning districts, except the "B" Business District, at any hour on certain holidays and Sundays, and on Monday through Saturday from 5:30p.m. to 8:30a.m.:

(a) Regulated Noises. Noises, other than those enumerated in section 11-29 because of their nature and characteristics, shall be grouped as follows for the purpose of control and restriction:

(1) In all zoning districts other than the "B" Business District:

a. Steam, gasoline or oil-operated cranes, pile drivers, excavators, dredges, ditchers and all other similar machinery;

b. One-cylinder steam or internal-combustion engines, horizontal or vertical;

c. Air compressors and pneumatic riveting machines, jackhammers, drills and other similar air equipment;

d. Power band and circular saws working in the open;

e. Hand hammers on steel or iron, structural, rivet or otherwise;

f. Stationary or portable concrete mixers, with engines multi-cylindered and properly muffled;

g. Power band and circular saws, sanders, planers, grinding machines, drills, bar benders and cutters, and similar machinery, when enclosed;

h. Hand operations in connection with plumbing, electrical, roofing and framing work in the open;

i. Transit concrete mixers, with engines multi-cylindered and properly muffled, operated to cause the least possible noise;

j. Hand operations in connection with plumbing, electrical, roofing and framing work, when enclosed;

k. Hand loading and unloading and the handling of building materials and other similar heavy trucking;

l. Masonry work and the hand mixing of mortar;

m. Plastering and the hand mixing of plaster;

n. Painting; and

p. Glazing.

To be considered enclosed, Noises shall originate within the exterior walls of a Building.

(2) In all zoning districts:

a. Landscaping; and

b. All other Noises of similar intensity and/or annoyance to landscaping or the uses listed in subsection 11-31(a)(2).

Proposed Ordinance

The proposed amendment would restrict exterior construction noises which are currently allowed on Saturdays, and allow for landscaping and similar activities to continue to occur on Saturdays.

Currently, the Village Code lists the following prohibited times in Section 11-31(b):

(b) Prohibited Times. The Noises set forth in subsection (a) of this section are hereby prohibited at any location and at any hour on Sundays and on New Year's Day, Christmas Day, Independence Day, Labor Day, Thanksgiving Day, Memorial Day, Veteran's Day, Good Friday, Yom Kippur, and Rosh Hashanah, and on Mondays through Saturdays from 5:30 p.m. to 8:30 a.m., except as provided in subsections (d) and (e) of this section.

The proposed amendment would make the following changes to Section 11-31(b), and reflects the Council direction to remove the Village exception:

(b) *Prohibited Times*.

(1) The Noises set forth in subsection (a)(1) of this section are hereby prohibited at any location and at any hour on Saturdays and Sundays and on New Year's Day, Christmas Day, Independence Day, Labor Day, Thanksgiving Day, Memorial Day, Veteran's Day, Good Friday, Yom Kippur, and Rosh Hashanah, and on Mondays through Fridays ~~Saturdays~~ from 5:30 p.m. to 8:30 a.m., except as provided in subsections (d) and (e) of this section. ~~Notwithstanding the foregoing, persons in the course of their work as employees or contractors of the Village shall be exempt from the requirement not to work on Saturday pursuant to this subsection.~~

(2) The Noises set forth in subsection (a)(2) of this section are hereby prohibited at any location and at any hour on Sundays and on New Year's Day, Christmas Day, Independence Day, Labor Day, Thanksgiving Day, Memorial Day, Veteran's Day, Good Friday, Yom Kippur, and Rosh Hashanah, and on Mondays through

Saturdays from 5:30 p.m. to 8:30 a.m., except as provided in subsections (d) and (e) of this section.

In the event that the Council wishes to prohibit landscaping activities on Saturdays, then the proposed Ordinance would be simplified so that all noises in subsection (a) are treated similarly:

(b) *Prohibited Times*.

(1) The Noises set forth in subsection (a)~~(1)~~ of this section are hereby prohibited at any location and at any hour on Saturdays and Sundays and on New Year's Day, Christmas Day, Independence Day, Labor Day, Thanksgiving Day, Memorial Day, Veteran's Day, Good Friday, Yom Kippur, and Rosh Hashanah, and on Mondays through Fridays ~~Saturdays~~ from 5:30 p.m. to 8:30 a.m., except as provided in subsections (d) and (e) of this section. ~~Notwithstanding the foregoing, persons in the course of their work as employees or contractors of the Village shall be exempt from the requirement not to work on Saturday pursuant to this subsection.~~

~~(2) The Noises set forth in subsection (a)(2) of this section are hereby prohibited at any location and at any hour on Sundays and on New Year's Day, Christmas Day, Independence Day, Labor Day, Thanksgiving Day, Memorial Day, Veteran's Day, Good Friday, Yom Kippur, and Rosh Hashanah, and on Mondays through Saturdays from 5:30 p.m. to 8:30 a.m., except as provided in subsections (d) and (e) of this section~~.

In order for exterior construction noise to be prohibited on Saturdays, while still allowing for landscaping activities, the code needs to be amended to differentiate between those activities. The proposed amendment to Section11-31(b)(1) would prohibit exterior construction noises on Saturdays that are currently allowed. The proposed language for subsection (b)(2) allows for landscaping work and activities of similar intensity to landscaping to continue to occur on Saturdays. The prohibited holidays would not change and continue as they are currently identified in the code.

The Council may also wish to consider providing for a courtesy period for the implementation of this amendment to the code upon approval at Second Reading. The elimination of currently available workdays may affect the timeline and scheduling of certain projects and vendors. The additional time provided for implementation would afford these owners and vendors the ability to adjust their project accordingly.

Additionally, the proposed amendments only apply to the residential areas of the Village. The regulation of these activities in the "B" Business District are listed in Section 11-32 of the Village Code and would not be affected by these amendments.

THE BAL HARBOUR EXPERIENCE

The approval of these amendments would meet *The Bal Harbour Experience* by enhancing *the Beautiful Environment of the Village* by allowing for additional days during which noisy work is restricted, thereby increasing the quality of life.

CONCLUSION

The proposed amendments are provided as a result of feedback received from the Village Council during the retreat, as modified by the direction received at first reading. The desire to provide a respite from noisy work which affects the overall quality of life for residents is addressed through the proposed amendment.

The Council is asked to provide direction on the desire to allow for landscaping and similar type noises to occur on Saturdays upon approval at Second Reading. The Administration recommends the approval of the Ordinance on Second Reading, and will follow the Council's direction concerning the rollout of enforcements of these new requirements.

ORDINANCE NO. 2023____

AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA AMENDING CHAPTER 11 "NUISANCES" ARTICLE II "NOISE" OF THE CODE OF ORDINANCES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council of Bal Harbour Village ("Village") seeks to prohibit certain noises on Saturdays in its Code of Ordinances; and

WHEREAS, the Village finds that these changes will improve the quality of life for its residents and further the public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED 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. Village Code Amended – Chapter 11. That Section 11-31 "Certain Noises restricted to specified hours" of Chapter 11 "Nuisances", Article II "Noise" of the Code of Bal Harbour Village, Florida, is hereby amended to read as follows:[1]

CHAPTER 11 – NUISANCES

****

ARTICLE II. – NOISE

****

Sec. 11-31. Certain Noises restricted to specified hours.

***

(b) *Prohibited Times*.

[1] Additions to existing Village Code text are shown by underline; deletions from existing Village Code text are shown by ~~strikethrough~~. Any changes between first and second reading are shown by highlighted double underline and ~~double strikethrough~~ font.

(1) The Noises set forth in subsection (a)(1) of this section are hereby prohibited at any location and at any hour on Saturdays and Sundays and on New Year's Day, Christmas Day, Independence Day, Labor Day, Thanksgiving Day, Memorial Day, Veteran's Day, Good Friday, Yom Kippur, and Rosh Hashanah, and on Mondays through Fridays ~~Saturdays~~ from 5:30 p.m. to 8:30 a.m., except as provided in subsections (d) and (e) of this section. ~~Notwithstanding the foregoing, persons in the course of their work as employees or contractors of the Village shall be exempt from the requirement not to work on Saturday pursuant to this subsection.~~

(2) The Noises set forth in subsection (a)(2) of this section are hereby prohibited at any location and at any hour on Sundays and on New Year's Day, Christmas Day, Independence Day, Labor Day, Thanksgiving Day, Memorial Day, Veteran's Day, Good Friday, Yom Kippur, and Rosh Hashanah, and on Mondays through Saturdays from 5:30 p.m. to 8:30 a.m., except as provided in subsections (d) and (e) of this section.

***

Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion in the Code. That it is the intention of the Village Council, and it is hereby ordained that this Ordinance shall become and be made a part of the Bal Harbour Village Code; that the sections of this Ordinance may be renumbered or relettered to accomplish such intention; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Conflict. That all Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions, or parts of resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. Effective Date. That this Ordinance shall be effective immediately upon adoption on second reading.

PASSED AND ADOPTED on first reading this 16th day of May, 2023.

PASSED AND ADOPTED on second reading this 20th day of June, 2023.

_____
Mayor Jeffrey P. 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 SETTING THE METHOD OF ASSESSING COSTS AND DIRECTING THE PREPARATION OF THE ASSESSMENT ROLL RELATING TO THE PROVISION OF SECURITY AND LANDSCAPE SERVICES, FACILITIES AND PROGRAMS IN THE GATED RESIDENTIAL SECTION OF BAL HARBOUR VILLAGE, FLORIDA.

Issue:

Should the Village Council direct the preparation of the Security and Landscape Assessment Roll and approve the initial assessment for FY 2023-24?

The Bal Harbour Experience:

☒ Beautiful Environment ☒ Safety ☐ Modernized Public Facilities/Infrastructure

☐ Destination & Amenities ☒ Unique & Elegant ☐ Resiliency & Sustainable Community

☐ Other: State Requirement

Item Summary / Recommendation:

At its most recent meeting, the Bal Harbour Civic Association requested that the Council set the assessment for Fiscal Year 2023-2024. It is recommended that the Council approve the request and set the initial Assessment for FY 2023-24, at a proposed rate of $7,000 for each Single-Family Residential Unit, $3,500 for each Unimproved Property, and $28,000 for each Private Recreational Facility. The current fiscal year rates are $8,000, $4,000 and $32,000, respectively.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Advisory Board Recommendation:

N/A

Financial Information:

	Amount	Account	Account #
	$1,605,510	Assessment	11-29-325200

Sign off:

	Chief Financial Officer	Village Manager
	Claudia Dixon	Jorge M. Gonzalez

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: June 20, 2023

SUBJECT: **A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA, RELATING TO THE PROVISION OF SECURITY AND LANDSCAPE SERVICES, FACILITIES AND PROGRAMS IN THE GATED RESIDENTIAL SECTION OF BAL HARBOUR VILLAGE, FLORIDA; DESCRIBING THE METHOD OF ASSESSING SECURITY AND LANDSCAPE COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE GATED RESIDENTIAL SECTION OF BAL HARBOUR, FLORIDA; DETERMINING THE COST OF SECURITY AND LANDSCAPE SERVICES, FACILITIES AND PROGRAMS AND THE INITIAL SECURITY AND LANDSCAPE ASSESSMENTS; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

At its most recent meeting, the Bal Harbour Civic Association requested that the Council increase the assessment for Fiscal Year 2023-2024. It is recommended that the Council approve the request, direct the preparation of an initial Security and Landscape Assessment Roll for the FY 2023-24, and approve the Security and Landscape Assessment Rate sufficient to provide services within the gated community throughout the coming fiscal year. The proposed assessment rate as requested by the BHCA for FY 2023-24 would be $7,000.00 for each Single-Family Residential Unit, half that number, $3,500.00, for each Unimproved Property and $28,000.00 for each Private Recreational Facility. The current fiscal year rates are $8,000, $4,000 and $32,000, respectively. Budgeted at ninety-five percent, for 241.43 units it is estimated that these rates will generate approximately $1,605,510.

BACKGROUND

In FY 2012, the Village began the use of the tax bill method of collection for the imposition and collection of annual Security and Landscape Assessments for the provision of security and landscape services, facilities or programs against certain properties located within the gated residential section of the Village. As authorized by Section 18-121 of the Village Code, the Uniform Method of Collection is used to facilitate collection through the tax bills for the assessment.

The Security and Landscape Assessment provides for the maintenance of the security wall surrounding the Assessment Area, the maintenance and operation of the security gate; the

provision, whether direct or indirect, of security personnel to operate the security gate; the provision, whether direct or indirect, of landscaping services (including the care, maintenance, replacement, installation of landscape materials on swales, medians, open space and parks), and paving and repaving of the roads within the Assessment Area. We added pavement as an eligible expense in Fiscal Year 2020-2021.

On January 30, 2018, the Village Council approved a Settlement Agreement between the Village and Bal Harbour Yacht Club, Inc.; Flamingo Way Enterprises, LLC; Park Preservation, LLC; Bal Harbour Civic Association, Inc.; and FSH Bal Harbour, LLC. In this agreement, the Village committed to continue to assess and collect the Village's security and landscape assessments for the gated portion of the residential section of Bal Harbour (the "Gated Community") to October 1, 2019, and for an additional period of eight years. At the June 16, 2020 Village Council meeting, amendments to the Milestone Agreement were approved by the Village Council. The amendment restated certain obligations, clarified responsibilities and extended the end date for collection of the assessment through FY 2047.

ANALYSIS

MEETING WITH COMMUNITY REPRESENTATIVES

We met with the gated community on two occasions to go over their budget, the expected expenses and to discuss the appropriate rate for the assessments for FY 2024. The gated community has requested that the assessment rate be set at for FY 2024 at $ 7,000.00 for each Single-Family Residential Unit, half that number, $3,500.00, for each Unimproved Property and $28,000.00 for each Private Recreational Facility. The requested rates should be sufficient to fully fund the anticipated recurring operations (including a Property Manager program and an enhanced security program) and will allow for the consideration of certain capital improvement type expenditures (i.e., reserves for future paving related repair and replacement; replacement of light pole infrastructure and the development of a capital program) for the coming year. Milling and repaving of the roads in the north phase of the assessment area is scheduled to begin on July 10, 2023. The remaining south phase of the assessment area will begin upon completion of the remaining utility work in that area sometime in FY 2025.

The action before you now is to approve the assessment rate sufficient to provide for services, for the coming fiscal year. The Proposed FY 2023-24 Budget for the Security and Landscape assessment will be presented in conjunction with the items at the first budget hearing in September. The Final Assessment Resolution must be adopted no later than September 15, 2023.

THE BAL HARBOUR EXPERIENCE

Approving the initial assessment rate will ensure the Security and Landscape Assessment will be sufficient to provide services within the gated community throughout the coming fiscal year resulting in both a Beautiful Environment as well as enhance Safety. In addition, the security measures result in a greater sense of Exclusivity & Access.

CONCLUSION

As requested by the BHCA, adoption of this resolution is recommended to direct the preparation of an initial Security and Landscape Assessment Roll for FY 2023-24 and approve an initial assessment rate equal to $7,000.00 for each Single-Family Residential Unit, $3,500.00 for each Unimproved Property, and $28,000.00 for each Private Recreational Facility, an amount sufficient to provide for security and landscape program services for the coming fiscal year.

Attachments:

1. Appendix A – Form of Notice to be Published

RESOLUTION NO. 2023-____

A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA, RELATING TO THE PROVISION OF SECURITY AND LANDSCAPE SERVICES, FACILITIES AND PROGRAMS IN THE GATED RESIDENTIAL SECTION OF BAL HARBOUR VILLAGE, FLORIDA; DESCRIBING THE METHOD OF ASSESSING SECURITY AND LANDSCAPE COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE GATED RESIDENTIAL SECTION OF BAL HARBOUR, FLORIDA; DETERMINING THE COST OF SECURITY AND LANDSCAPE SERVICES, FACILITIES AND PROGRAMS AND THE INITIAL SECURITY AND LANDSCAPE ASSESSMENTS; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council (the "Council") of Bal Harbour Village, Florida (the "Village"), via Ordinance No. 2012-562, previously adopted Section 18-121 "Uniform Method of Collection of Security and Landscape Special Assessments" of Chapter 18 of the Village Code, which authorizes the use of the Uniform Method of Collection for the imposition and collection of annual Security and Landscape Assessments for the provision of security and landscape services, facilities or programs against certain properties located within the gated residential section of the Village (the "Assessment Area") , as described in Exhibit "A" , a copy of which is attached hereto and incorporated herein); and

WHEREAS, the imposition of Security and Landscape Assessments for the provision of security and landscape services, facilities or programs is an equitable and efficient method of allocating and apportioning Security and Landscape Costs among parcels located in the Assessment Area; and

WHEREAS, the Council desires to continue the use of the Uniform Method of Collection of the annual Security and Landscape Assessments within the Assessment Area, in accordance with Village Ordinance No. 552, which is codified as Article IX ("Assessments" of Chapter 2) "Administration" of the Village Code (the "Master Assessment Ordinance"), and Section 18-121 "Uniform Method of Collection of Security and Landscape Special Assessments" of Chapter 18 of the Village Code, for the Fiscal Year beginning on October 1, 2022, and

WHEREAS, the Bal Harbour Civic Association, Inc. has requested the assessment rate for FY 2024 be set at $7,000.00 for each Single-Family Residential Unit, half that number, $3,500.00, for each Unimproved Property and $28,000.00 for each Private Recreational Facility.

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

Section 1. Authority. This resolution is adopted pursuant to the provisions of Article IX of Chapter 2 and Section 18-121 of Chapter 18 of the Village Code, and Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 2. Purpose and Definitions. This resolution constitutes the Initial Assessment Resolution as defined in the Master Assessment Ordinance. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Master Assessment Ordinance. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa. As used in this Initial Assessment Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

"Assessed Property" means all parcels of land included on the Assessment Roll that receive a special benefit from the delivery of the service, facility or program identified in the Initial Assessment Resolution.

"Assessment Area" means the gated residential section of the Village as described in Exhibit "A", attached hereto.

"Building" means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel, or property of any kind.

"Dwelling Unit" means a Building, or a portion thereof, which is located upon Residential Property and lawfully used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family unit only. The term Dwelling Unit shall include individual units located within Multifamily Residential Establishments.

"Improved Property" means all property within the Assessment Area on which a Building or other improvements have been placed or constructed.

"Multifamily Residential Establishment" means any structure other than a Single Family Residential Unit which is used, or constructed for use, as a multiple dwelling facility. Multifamily Residential Establishments shall include, without limitation, rooming houses, tourist courts, trailer parks, apartment buildings with rental or cooperative apartments, or multiple-story condominiums with common means of ingress and egress.

"Private Recreational Facility" means a privately owned facility located within the Assessment Area that is designed to provide recreational and social activities for its users and may include boat docks, tennis courts, swimming pools and buildings directly related to and supportive of the recreational activities.

"Residential Property" means all Improved Property containing a Single Family Residential Unit or Multifamily Residential Establishment.

"Single Family Residential Unit" means any structure which is used, or constructed for use, as a single-family dwelling, duplex or townhouse, and which is located on a single lot, parcel or tract of land. The term "Single Family Residential Unit" shall not include any Multifamily Residential Establishment.

"Security and Landscape Program Assessment Roll" means the Assessment Roll as defined in the Ordinances (Master Assessment Ordinance and Village Code Section 18-121) relating to the Security and Landscape Program Assessments.

"Security and Landscape Program Assessment" means an Assessment, as defined in the Master Assessment Ordinance, lawfully imposed by the Village against Assessed Property to fund all or any portion of the cost of the provision of Security and Landscape services, facilities, or programs (the "Security and Landscape Program") providing a special benefit to property as a consequence of possessing a logical relationship to the value, use, or characteristics of the Assessed Property.

"Security and Landscape Program Cost" means the amount necessary to fund the Village's provision of the Security and Landscape Program that are allocable to Assessed Property during a Fiscal Year and shall include, but not be limited to: (A) the cost, whether direct or indirect, of all services, programs or facilities provided by the Village, or through

contractual arrangements with the Village relating to the provision of security services, facilities or programs within the Assessed Area; (B) the cost, whether direct or indirect, of all services, programs or facilities provided by the Village or through contractual arrangements with the Village relating to the provision of landscaping services (including the care, maintenance, replacement, and installation of landscape materials on swales, medians, open space and parks) within the Assessed Area; (C) the cost of any indemnity or surety bonds and premiums for insurance; (D) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits; (E) the cost of computer services, data processing, and communications; (F) the cost of training, travel and per diem; (G) the recovery of unpaid or delinquent fees or charges advanced by the Village and due to the provision of Security and Landscape services, programs or facilities allocable to specific parcels; (H) the cost of engineering, financial, legal or other professional services; (I) all costs associated with the structure, implementation, collection, and enforcement of the Security and Landscape Program Assessments or a prior year's assessment for a comparable service, facility or program, including any service charges of the Tax Collector or Property Appraiser; (J) all other costs and expenses necessary or incidental to the acquisition, provision, or delivery of the services, programs or facilities funded by the Security and Landscape Program Assessment, and such other expenses as may be necessary or incidental to any related financing authorized by the Village Council; (K) a reasonable amount for contingency to provide for Security and Landscaping services within the Assessed Area of the Village during hurricanes or other extreme weather events; (L) a reasonable amount for contingency and anticipated delinquencies and uncollectible Security and Landscape Program Assessments; (M) expenditures made in the defense or support of the Security and Landscape Program and (N) reimbursement to the Village or any other person for any monies advanced for any costs incurred by the Village or such person in connection with any of the foregoing items of Security and Landscape Cost.

"Security and Landscape Program" means the maintenance of the security wall surrounding the Assessment Area, the paving and repaving of the roads serving the Assessment Area, the maintenance and operation of the security gate; the provision, whether direct or indirect, of security personnel to operate the security gate; the provision,

whether direct or indirect, of landscaping services (including the care, maintenance, replacement, and installation of landscape materials on swales, medians, open space and parks) within the Assessment Area.

"Unimproved Property" means any vacant lot located within the Assessment Area of the Village.

Section 3. Legislative Determinations of Special Benefit and Fair Apportionment. It is hereby ascertained, declared and determined that the Security and Landscape Program provides a special benefit to the Assessed Property based upon the following legislative determinations:

General

(A) Upon the adoption of this Initial Assessment Resolution determining the Security and Landscape Costs and identifying the Assessed Property to be included in the Assessment Roll, the legislative determinations of special benefit ascertained and declared in Section 2-372 of the Village Code are hereby ratified and confirmed.

(B) Pursuant to Section 18-121 of the Village Code, the Village has the general authority to impose fees for the provision of the Security and Landscape Program within its jurisdiction.

(C) The imposition of a recurring annual Security and Landscape Program Assessments is an alternative, equitable and efficient method to fairly and reasonably apportion and recover the Security and Landscape Costs experienced by the Village for the provision of the Security and Landscape Program within the Assessment Area.

Special Benefit

(D) The Security and Landscape services, facilities, and programs furnished by the Village possess a logical relationship to the use and enjoyment of the Assessed Property by providing: (1) Security and Landscaping services, facilities, and programs to the Owners and occupants of Assessed Property, (2) better service to Owners and tenants, (3) the enhancement of the aesthetic appeal and enjoyment of Assessed Property, and (4) the protection of property values and the health and safety of the Owners and occupants of Assessed Property resulting from the uniform delivery and availability of such services,

facilities, and programs.

(E) The provision of comprehensive Security and Landscape services, facilities and programs furnished by or through the Village to Assessed Property enhances and strengthens the relationship of such services and programs to the use and enjoyment of Assessed Property within the Village.

Apportionment

(F) The size or value of Assessed Property does not determine the scope and cost of the Security and Landscape Program to be provided to such property. The use of Security and Landscape services, facilities, and programs is primarily driven by the existence of a Dwelling Unit or Private Recreational Facility, but also applies to Unimproved Property to a lesser extent.

(G) Apportioning the Security and Landscape Costs for Security and Landscape services provided to Residential Units within the Assessment Area on a per Dwelling Unit basis to Single Family Residential Properties as identified in Tax Roll data base, is required to avoid cost inefficiency and unnecessary administration, and is a fair and reasonable method of apportioning Security and Landscape Costs. Unimproved Property shall be assessed at 50% of the rate established for Single Family Residential Properties. Private Recreational Facilities shall be assessed at 400% of the rate established for Single Family Residential Properties.

(H) Apportioning the Security and Landscape Costs for Security and Landscape Services provided to Multifamily Residential Establishments within the Assessment Area on a Dwelling Unit basis as identified in the Tax Roll data base, is required to avoid cost inefficiency and unnecessary administration, and is a fair and reasonable method of apportioning Security and Landscape Costs. Unimproved Property shall be assessed at 50% of the rate established for Single Family Residential Properties and Private Recreational Facilities shall be assessed at 400% of the rate established for Single Family Residential Properties in order to ensure there is a fair and reasonable apportionment of Security and Landscape Costs. Each Multifamily Residential Establishment shall be assessed at a rate which is the sum of (a) the Single Family Residential Unit rate for the first unit in the Multifamily Residential Establishment and (b) the product of 40% of the Single

Family Residential Unit Rate multiplied by the number of remaining units in the Multifamily Residential Establishment. Each Dwelling Unit within a Multifamily Residential Establishment shall be apportioned an equal share of the Multifamily Residential Establishment rate.

Section 4. Security and Landscape Services, Facilities and Programs.

(A) Upon the imposition of Security and Landscape Program Assessments for the provision of Security and Landscape services, facilities or programs against Assessed Property located within the Assessment Area, the Village shall cause Security and Landscape services, facilities or programs to be provided to such Assessed Property. Security and Landscape Costs shall be paid from proceeds of the Security and Landscape Program Assessments.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property will be benefited by the Village's provision of Security and Landscape services, facilities or programs in an amount not less than the Security and Landscape Program Assessment upon such parcel computed in the manner set forth in this Initial Assessment Resolution.

Section 5. Determination of Security Cost and Landscape Cost; Establishment of Initial Security and Landscape Program Assessments.

(A) The Security and Landscape Cost to be assessed and apportioned among benefited parcels for the Fiscal Year beginning October 1, 2023, is $1,605,510. The approval of this Initial Assessment Resolution determines the amount of the Security and Landscape Cost.

(B) For the Fiscal Year in which Security and Landscape Service Assessments for the provision of Security and Landscape services, facilities or programs are imposed, the Security and Landscape Cost shall be allocated among all Assessed Property within the Assessment Area, based upon the number of Dwelling Units for such parcels. The portion of the Security and Landscape Service Assessment attributable to the cost of providing security and landscape services is $7,000.00 for each Single Family Residential Unit, $3,500.00 for each Unimproved Property and $28,000.00 for each Private Recreational Facility. Each Multifamily Residential Establishment shall be assessed at a rate which is the

sum of (a) the Single Family Residential Unit rate for the first unit in the Multifamily Residential Establishment and (b) the product of 40% of the Single Family Residential Unit Rate multiplied by the number of remaining units in the Multifamily Residential Establishment. Each Dwelling Unit within a Multifamily Residential Establishment shall be apportioned an equal share of the Multifamily Residential Establishment rate.

(C) The rate of the Security and Landscape Program Assessments established in this Initial Assessment Resolution shall be the rates applied by the Village Manager in the preparation of the initial Security and Landscape Program Assessment Roll for the Fiscal Year commencing October 1, 2023, as provided in Section 6 of this Initial Assessment Resolution.

Section 6. Security and Landscape Program Assessment Roll.

(A) The Village Manager is hereby directed to prepare, or cause to be prepared, an initial Security and Landscape Program Assessment Roll for the Fiscal Year beginning October 1, 2023. Such initial Security and Landscape Program Assessment Roll shall contain the following: (1) a summary description of all Assessed Property within the Village conforming to the description contained on the Tax Roll, (2) the name and address of the owner of record of each Assessed Property as shown on the Tax Roll, (3) the amount of the initial Security and Landscape Program Assessment for Security and Landscape services, facilities or programs, and (4) an accounting demonstrating the amount of the Security and Landscape Program Assessment attributable to the cost of providing security and landscaping services, facilities and programs. The initial Security and Landscape Program Assessment Roll shall be open to public inspection. The foregoing shall not be construed to require that the initial Security and Landscape Program Assessment Roll be in printed form if the amount of the Security and Landscape Program Assessment for each parcel of property can be determined by use of a computer terminal available to the public. Such Security and Landscape Program Assessment for each parcel of Assessed Property shall be computed by multiplying the applicable assessment rate by the number of Dwelling Units on the Assessed Property in accordance with Section 5 (B) above.

(B) It is hereby ascertained, determined, and declared that the foregoing method of determining the Security and Landscape Program Assessments for the

provision of Security and Landscape services, facilities or programs (1) is a fair and reasonable method of apportioning the Security and Landscape Cost among parcels of Assessed Property and (2) is an equitable and efficient mechanism to address payment delinquencies and recover funds advanced for Security and Landscape services, facilities or programs which are allocable to specific parcels of Assessed Property.

Section 7. Authorization of Public Hearing.

There is hereby established a public hearing to be held at **_____P.M., on_____, the ____ day of September 2023, in the Village Council Chamber**, Village Hall, 655 – 96th Street, Bal Harbour, Florida, for the purpose of (A) receiving and considering any comments on the Security and Landscape Program Assessments from affected property owners and (B) authorizing the imposition of such Security and Landscape Program Assessments for Security and Landscape services, facilities or programs and collection on the same bill as ad valorem taxes as a non-ad valorem assessment.

Section 8. Notice by Publication

The Village Clerk shall publish a notice, as required by Section 2-384 of the Village Code, in substantially the form attached hereto as Appendix A. Such notice shall be published not later than _____, 2023 in a newspaper generally circulated in the Village.

Section 9. Notice by Mail.

The Village Manager shall ensure that proper and timely notice is provided to the Owners of Assessed Property though use of the TRIM notices forwarded by the Property Appraiser's Office to all Owners of Assessed Property within the Village in a manner consistent with the requirements of the Village's Master Ordinance.

Section 10. Adjustment of Public Hearing Date.

In the event that the public hearing date or time which is provided for herein is revised because of scheduling or other conflicts, the Village Manager shall revise or direct the revision of the required public notices to conform to the revised date and time of the public hearing.

Section 11. Effective Date.

This Initial Assessment Resolution shall take effect immediately upon its passage and adoption and shall serve to ratify any action earlier taken by the Village in furtherance of the purposes of this Resolution.

PASSED AND ADOPTED this 20th day of June, 2023.

_____
Mayor Jeffrey P. Freimark

ATTEST:

_____
Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

To Be Published by _____, 2023

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR SECURITY AND LANDSCAPE PROGRAM SPECIAL ASSESSMENTS

Notice is hereby given that the Village Council of Bal Harbour Village, Florida, will conduct a public hearing to consider continuing to impose security and landscape special assessments against residential properties located within the Gated Residential Section of the Village, as described in Exhibit "A" attached hereto, and to authorize the continued collection of such assessments on the tax bill for the fiscal year beginning October 1, 2023, and future fiscal years.

The security and landscape special assessments will be imposed to fund the cost of providing security and landscaping services, facilities and programs provided to such properties. The Security and Landscape Cost to be assessed and apportioned among benefited parcels for the Fiscal Year beginning on October 1, 2023 is $1,609,510.

The hearing will be held at **_____P.M., on_____, the ___ day of September, 2023, in Council Chamber**, Village Hall, 655 – 96th Street, Bal Harbour, Florida, for the purpose of receiving public comment on the proposed assessments, and to impose the assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council within 20 days of this notice. If a person decides to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 866-4633, at least two days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Village Council action at the above hearing

(including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

The security and landscape assessments will be computed by multiplying the number of dwelling units on each parcel by the applicable rate of assessment. The annual rate of assessment for the upcoming fiscal year and future fiscal years shall be $7,000.00 for each Single Family Residential Unit, $3,500.00 for each Unimproved Property and $28,000.00 for each Private Recreational Facility. Each Multifamily Residential Establishment shall be assessed at a rate which is the sum of (a) the Single Family Residential Unit rate for the first unit in the Multifamily Residential Establishment and (b) the product of 40% of the Single Family Residential Unit Rate multiplied by the number of remaining units in the Multifamily Residential Establishment. Each Dwelling Unit within a Multifamily Residential Establishment shall be apportioned an equal share of the Multifamily Residential Establishment rate. Copies of the assessment roll, showing the amount of the assessment to be imposed against each parcel of property, and the legal documentation relating to the assessments are available for inspection at the office of the Village Clerk, located at Village Hall, 655 – 96th Street, Bal Harbour, Florida.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2023, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the Village at (305) 866-4633, Monday through Friday between 9:00 a.m. and 5:00 p.m.

[INSERT MAP OF VILLAGE WHICH DEPICTS THE GATED RESIDENTIAL SECTION]

VILLAGE CLERK
BAL HARBOUR VILLAGE, FLORIDA

EXHIBIT "A"
GEOGRAPHIC BOUNDARIES OF ASSESSED AREA

A portion of territorial boundaries of the municipality of Bal Harbour Village, in the County of Miami-Dade and State of Florida, described as follows:

a. Lots 1 through 3, Block 12A, Resubdivision of Residential Section of Bal Harbour, Plat Book 53, page 15.

b. All of Blocks 1, 2, 3, 4, 5 and 6, Residential Section of Bal Harbour, Plat Book 44, page 98.

c. All of Blocks 9, 10, 11 and 12, Residential Section of Bal Harbour, Plat Book 44, page 98.

d. Tract E, Residential Section of Bal Harbour, Plat Book 44, page 98.

(Excluding Lots 1 and 2 of Block 1 and Lot 3 of Block 12 A of District 3 as such District 3 is described in Village Code Sec. 18-111(a)(3)).

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLABLE MATERIALS IN BAL HARBOUR VILLAGE, FLORIDA; DESCRIBING THE METHOD OF ASSESSING SOLID WASTE COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN BAL HARBOUR, FLORIDA.

Issue:

Should the Village Council direct the preparation of the Solid Waste Assessment Roll and approve the initial Solid Waste Assessment for FY 2023-24?

The Bal Harbour Experience:

☒ Beautiful Environment ☐ Safety ☐ Modernized Public Facilities/Infrastructure

☐ Destination & Amenities ☐ Unique & Elegant ☒ Resiliency & Sustainable Community

☐ Other: _____

Item Summary / Recommendation:

It is recommended that the Council approve the initial Solid Waste Assessment for FY 2023-24 at a rate of assessment equal to $297.93 for each Dwelling Unit with a Multifamily Residential Establishment and $636.76 for each Single-Family Residential Unit. This rate provides for Solid Waste and Recyclable Materials collection and disposal services to residential customers; which is an increase from the current year rate of $283.74 and $606.44 to account for the contractually obligated Consumer Price Index ("CPI") adjustment fully cover administrative support costs and to avoid the negative impact to the general fund as a result of rising internal costs.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Advisory Board Recommendation:

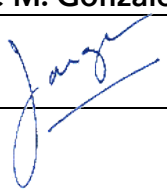
N/A

Financial Information:

	Amount	Account	Account #
	$918,166	Solid Waste Assessment	01-34-325200

Sign off:

	Chief Financial Officer	Village Manager
	Claudia Dixon	Jorge M. Gonzalez



BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: June 20, 2023

SUBJECT: **A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLABLE MATERIALS IN BAL HARBOUR VILLAGE, FLORIDA; DESCRIBING THE METHOD OF ASSESSING SOLID WASTE COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN BAL HARBOUR VILLAGE, FLORIDA; DETERMINING THE SOLID WASTE COST AND THE INITIAL SOLID WASTE SERVICE ASSESSMENTS; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Council approve the initial Solid Waste Assessment for FY 2023-24 at a rate of assessment equal to $297.93 for each Dwelling Unit within a Multifamily Residential Establishment and $636.76 for each Single-Family Residential Unit. This rate provides for Solid Waste and Recyclable Materials collection and disposal services to residential customers; which is an increase from the current year rate of $283.74 and $606.44 to account for the contractually obligated Consumer Price Index ("CPI") adjustment, to fully cover administrative support costs and to avoid the negative impact to the general fund as a result of rising internal costs.

BACKGROUND

To provide solid waste and recyclable materials collection and disposal services, the imposition of an annual Solid Waste Service Assessment was implemented as an equitable and efficient method of allocating and apportioning solid waste costs among parcels of assessed property by Ordinance No. 2011-552. Adoption of this initial assessment resolution provides for the determination of Solid Waste Costs, and the identification of the assessed property for inclusion in the assessment roll, for the provision of solid waste services.

ANALYSIS

Based on 3,020 units the rate of $297.93 for each Dwelling Unit within a Multifamily Residential Establishment and $636.76 for each Single-Family Residential Unit will generate approximately $918,166 budgeted at ninety-five percent to provide for solid waste collection services through FY 2023-24 using the tax bill method of collection.

In September of 2017, a renewed agreement between Bal Harbour Village and Progressive Waste Solutions of FL, Inc., was approved by Council extending through 2025. This agreement provided for the delivery of solid waste services, inclusive of service improvements, at rates fixed pursuant to the 2012 agreement through September 30, 2019, and CPI adjustments beginning October 1, 2019 and each year thereafter. This provides certainty for solid waste service delivery and future year costs for the Village.

The Final Assessment Resolution must be adopted no later than September 15, 2023. The required public hearing for the final solid waste assessment will coincide with the Village's first public budget hearing no later than September 15, 2023.

THE BAL HARBOUR EXPERIENCE

Approving the initial assessment rate will ensure the Solid Waste Assessment will be sufficient to provide services Solid Waste and Recycling Materials collection and disposal services to residential customers throughout the coming fiscal year resulting in Resiliency & Sustainable Community.

CONCLUSION

Adoption of this resolution is recommended to direct the preparation of an initial Solid Waste Assessment Roll for FY 2023-24 and approve an initial assessment rate equal to $297.97 for each Dwelling Unit within a Multifamily Residential Establishment and $636.76 for each Single-Family Residential Unit, an amount sufficient to provide for solid waste and recyclable materials collection and disposal services for the coming fiscal year.

Attachments:

1. Appendix A – Form of Notice to be Published

RESOLUTION NO. 2023-____

A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLABLE MATERIALS IN BAL HARBOUR VILLAGE, FLORIDA; DESCRIBING THE METHOD OF ASSESSING SOLID WASTE COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN BAL HARBOUR VILLAGE, FLORIDA; DETERMINING THE SOLID WASTE COST AND THE INITIAL SOLID WASTE SERVICE ASSESSMENTS; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council (the "Council") of Bal Harbour Village, Florida (the "Village"), currently provides for the imposition of annual Solid Waste Service Assessments for Solid Waste and Recyclable Materials collection and disposal services, facilities or programs against certain Assessed Property within the Village; and

WHEREAS, the continued imposition of a Solid Waste Service Assessment for Solid Waste and Recyclable Materials collection and disposal services, facilities or programs for Residential Properties is an equitable and efficient method of allocating and apportioning Solid Waste Costs among parcels of Assessed Property located in the Village; and

WHEREAS, the Council desires, as provided herein, to continue an annual Solid Waste and Recyclable Materials assessment program within the Village, using the Uniform Method of Collection for the Fiscal Year which commences on October 1, 2023.

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

Section 1. Authority. This resolution is adopted pursuant to the provisions of Section 16-5 of the Village Code, and Article IX of Chapter 2 of the Village Code (collectively, the "Ordinance"), and sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 2. Purpose and Definitions. This resolution constitutes the Initial Assessment Resolution as defined in the Ordinance. All capitalized words and terms not

otherwise defined herein shall have the meanings set forth in the Ordinance. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa. As used in this Initial Assessment Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

"Assessed Property" means all parcels of land included on the Assessment Roll that receive a special benefit from the delivery of the service, facility or program identified in the Initial Assessment Resolution.

"Biohazardous Waste" means any waste which may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts, laboratory and veterinary waste which contains human disease-causing agents, used disposable sharps, human blood, and human blood products and body fluids, and other materials which represent a significant risk of infection to persons outside of the generating facility.

"Building" means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel, or property of any kind. This term shall include mobile homes or any vehicles serving in any way the function of a Building.

"Commercial Establishment" means any structure used or constructed for use for business operations. For purposes of this article, hotels, hotel-condominiums and motels are commercial establishments. The term "commercial establishment" shall not include any residential unit or multifamily residential establishment.

"Construction Debris" means materials generally not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, or roofing material, pipe, gypsum wallboard, and lumber. Construction Debris shall include materials from the construction or destruction of a structure as part of a construction or demolition project, and including rocks, soils, stumps, and other vegetative matter which normally results from land clearing or land development operations for a construction or home improvement project.

"Dwelling Unit" means a Building, or a portion thereof, which is located upon Residential Property and lawfully used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family

unit only. The term Dwelling Unit shall include individual units located within Multifamily Residential Establishments.

"Garbage" means every refuse accumulation of animal, fruit, or vegetable matter that attends the preparation, use, cooking and dealing in, or storage of, meats, fish, fowl, fruit or vegetables, and decay, putrefaction and the generation of noxious or offensive gases or odors, or which, during or after decay, may serve as breeding or feeding material for flies or other germ carrying insects.

"Hazardous Waste" means waste which requires special handling, including, but not limited to explosives, wet cell lead acid batteries, pathological wastes, radioactive materials, acidic, caustic, toxic, highly flammable chemicals, paints, petroleum products or cleaning fluids.

"Improved Property" means all Residential Property within the incorporated area of the Village on which a Building or other improvements have been placed or constructed, which improvements result in such property generating Solid Waste or being capable of generating Solid Waste.

"Multifamily Residential Establishment" means any structure, other than a Single-Family Residential Unit, which is used, or constructed for use, as a multiple dwelling facility. Multifamily residential establishments shall include, without limitation, rooming houses, tourist courts, trailer parks, apartment buildings with rental or cooperative apartments, or multiple-story condominiums with common means of ingress and egress. The term Multifamily Residential Establishments shall not include buildings operated as hotel-condominiums. Hotel-condominiums constitute Commercial Establishments hereunder.

"Noncombustible Refuse" means refuse materials that are unburnable at ordinary incinerator temperature, eight hundred (800) degrees to eighteen hundred (1800) degrees, such as metals, mineral matter, large quantities of glass or crockery, metal furniture, auto bodies or parts and other similar material or refuse not usual to housekeeping or to operation of stores or offices.

"Prohibited Waste" means any Noncombustible Refuse, Hazardous Waste, Biohazardous Waste, or Special Waste.

"Recyclable Materials" means materials which would be Garbage, commercial refuse, industrial refuse or rubbish but for the fact that it is usable and/or has commercial value.

"Residential Property" means all Improved Property containing a Single-Family Residential Unit or Multifamily Residential Establishment.

"Single Family Residential Unit" means any structure which is used, or constructed for use, as a single-family dwelling, duplex or townhouse, and which is located on a single lot, parcel or tract of land. The term "Single Family Residential Unit" shall not include any Multifamily Residential Establishment.

"Solid Waste" includes Garbage, Trash, Yard and Garden Waste, White Goods, or other discarded material resulting from normal housekeeping activities, and shall exclude Prohibited Waste. The term Solid Waste shall also include debris that accumulates on property within the Village during hurricanes and other extreme storm events.

"Solid Waste Assessment Roll" means the Assessment Roll as defined in the Ordinance relating to the Solid Waste Service Assessments.

"Solid Waste Service Assessment" means an Assessment, as defined in the Ordinance, lawfully imposed by the Village against Assessed Property to fund all or any portion of the cost of the provision of Solid Waste and Recyclable Materials collection and disposal services, facilities, or programs providing a special benefit to property as a consequence of possessing a logical relationship to the value, use, or characteristics of the Assessed Property.

"Solid Waste Cost" means the amount necessary to fund the Village's collection and disposal of Solid Waste and the recycling activities of Recyclable Materials that are allocable to Assessed Property during a Fiscal Year and shall include, but not be limited to: (A) the cost, whether direct or indirect, of all services, programs or facilities provided by the Village, or through contractual arrangements with the Village relating to Solid Waste and Recyclable Materials collection and disposal services, facilities or programs; (B) the cost of any indemnity or surety bonds and premiums for insurance; (C) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits; (D) the cost of computer services, data processing, and communications; (E) the cost of

training, travel and per diem; (F) the recovery of unpaid or delinquent fees or charges advanced by the Village and due for Solid Waste and Recyclable Materials management and disposal services, programs or facilities allocable to specific parcels; (G) the cost of engineering, financial, legal or other professional services; (H) all costs associated with the structure, implementation, collection, and enforcement of the Solid Waste Service Assessments or a prior year's assessment for a comparable service, facility or program, including any service charges of the Tax Collector or Property Appraiser; (I) all other costs and expenses necessary or incidental to the acquisition, provision, or delivery of the services, programs or facilities funded by the Solid Waste Service Assessment, and such other expenses as may be necessary or incidental to any related financing authorized by the Village Council; (J) a reasonable amount for contingency to provide for clearing, removing and disposal of debris accumulated on property within the Village during hurricanes or other extreme weather events; (K) a reasonable amount for contingency and anticipated delinquencies and uncollectible Solid Waste Service Assessments; and (L) reimbursement to the Village or any other Person for any monies advanced for any costs incurred by the Village or such Person in connection with any of the foregoing items of Solid Waste Cost.

"Special Waste" means Solid Waste that requires special handling and management, including, but not limited to, asbestos, whole tires, used tires, used oil, lead acid batteries, and Biohazardous Wastes and shall include items that exceed any size limitations for Yard and Garden Waste or other bulk trash.

"Trash" means refuse, accumulations of paper, excelsior, rags or wooden or paper boxes or containers, sweepings and all other accumulations of a nature other than garbage, which are usual to housekeeping and to the operation of stores, offices and other business places; and any bottles, cans or other containers which, due to their ability to retain water, may serve as breeding places for mosquitoes or other water breeding insects. Trash shall not include Noncombustible Refuse.

"Unimproved Property" means any vacant lot located within the Village.

"White Goods" means discarded appliances, including but not limited to stoves, refrigerators, dishwashers, washing machines, dryers, water heaters, air conditioners, and heating units.

"Yard and Garden Waste" means grass, leaves, tree or shrubbery cuttings incidental to the care of lawns and gardens. This includes large tree or shrubbery cuttings including tree limbs and logs less than four (4) inches in diameter and no more than five (5) feet in length, stumps less than fifteen (15) inches in diameter or fifty (50) pounds in weight and palm fronds, but excluding debris from unimproved lots, soil and sod.

Section 3. Legislative Determinations of Special Benefit and Fair Apportionment. It is hereby ascertained, declared and determined that the Solid Waste Costs provide a special benefit to the Assessed Property based upon the following legislative determinations:

General

(A) Upon the adoption of this Initial Assessment Resolution determining the Solid Waste Costs and identifying the Assessed Property to be included in the Assessment Roll, the legislative determinations of special benefit ascertained and declared in Section 2-372 of the Village Code are hereby ratified and confirmed.

(B) Pursuant to Section 16-5 of the Village Code, the Village has the general authority to impose fees for the collection and transport of Solid Waste and Recyclable Materials generated within its jurisdiction to appropriate disposal facilities.

(C) The existence of any Building or other improvement on Improved Property results in such property generating Solid Waste and Recyclable Materials or being capable of generating Solid Waste and Recyclable Materials.

(D) The imposition of a recurring annual Solid Waste Service Assessment is an alternative, equitable and efficient method to fairly and reasonably apportion and recover the Solid Waste Costs experienced by the Village for the provision of Solid Waste collection services to Residential Property within the area assessed.

Special Benefit

(E) The Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs furnished by the Village possess a logical relationship to the use and enjoyment of Assessed Property by providing: (1) Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs to the Owners and occupants of Residential Property for proper, safe, and cost effective disposal of Solid Waste and Recyclable Materials generated on such property, (2) better service to Owners and tenants, (3) the enhancement of environmentally responsible use and enjoyment of Residential Property, and (4) the protection of property values and the health and safety of the Owners and occupants of Residential Property resulting from the uniform delivery and availability of such services, facilities, and programs.

(F) The provision of comprehensive Solid Waste and Recyclable Materials collection and disposal services and programs furnished by or through the Village to Assessed Property enhances and strengthens the relationship of such services and programs to the use and enjoyment of Assessed Property within the Village.

Apportionment

(G) The size or value of Assessed Property does not determine the scope and cost of Solid Waste and Recyclable Materials collection and disposal services to be provided to such property. The use of Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs is driven by the existence of a Dwelling Unit.

(H) Apportioning the Solid Waste Costs for Solid Waste and Recyclable Materials collection and disposal services provided to Single Family Residential Units within the incorporated area of the Village on a per Dwelling Unit basis to single family residential properties as identified in Tax Roll data base, is required to avoid cost inefficiency and unnecessary administration, and is a fair and reasonable method of apportioning Solid Waste Costs.

(I) Apportioning the Solid Waste Costs for Solid Waste and Recyclable Materials collection and disposal services provided to Multifamily Residential Establishments within the incorporated area of the Village on a Dwelling Unit basis as identified in the Tax Roll

data base, is required to avoid cost inefficiency and unnecessary administration, and is a fair and reasonable method of apportioning Solid Waste Costs.

(J) The owners of Commercial Properties shall obtain Solid Waste and Recyclable Materials collection services from an authorized franchisee of the Village at their own expense. The Village shall not provide for the collection of Solid Waste and Recyclable Materials from Commercial Properties located within the Village. Accordingly, Commercial Properties shall not be assessed pursuant to this Resolution.

Section 4. Solid Waste and Recyclable Materials Collection and Disposal Services.

(A) Upon the imposition of Solid Waste Service Assessments for Solid Waste and Recyclable Materials collection and disposal services, facilities or programs against Assessed Property located within the Village, the Village shall cause Solid Waste and Recyclable Materials collection and disposal services, facilities or programs to be provided to such Assessed Property. Solid Waste Costs shall be paid from proceeds of the Solid Waste Service Assessments.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property will be benefited by the Village's provision of Solid Waste and Recyclable Materials collection and disposal services, facilities or programs in an amount not less than the Solid Waste Service Assessment upon such parcel computed in the manner set forth in this Initial Assessment Resolution.

Section 5. Determination of Solid Waste Cost; Establishment of Initial Solid Waste Service Assessments.

(A) The Solid Waste Cost to be assessed and apportioned among benefited parcels for the Fiscal Year beginning October 1, 2023, is $918,166. The approval of this Initial Assessment Resolution determines the amount of the Solid Waste Cost.

(B) For the Fiscal Year in which Solid Waste Service Assessments for Solid Waste and Recyclable Materials collection and disposal services, facilities or programs are imposed, the Solid Waste Cost shall be allocated among all Assessed Property within the

Village, based upon each parcels' classification as Residential Property and the number of Dwelling Units for such parcels. A rate of assessment equal to $297.93 for each Dwelling Unit within a Multifamily Residential Establishment and $636.76 for each Single-Family Residential Unit for Solid Waste and Recyclable Materials collection and disposal services is hereby approved for the Fiscal Year beginning October 1, 2023.

(C) The rate of the Solid Waste Service Assessments established in this Initial Assessment Resolution shall be the rates applied by the Village Manager in the preparation of the initial Solid Waste Assessment Roll for the Fiscal Year commencing October 1, 2023, as provided in Section 6 of this Initial Assessment Resolution.

Section 6. Solid Waste Assessment Roll.

(A) The Village Manager is hereby directed to prepare, or cause to be prepared, an initial Solid Waste Assessment Roll for the Fiscal Year beginning October 1, 2023. Such initial Solid Waste Assessment Roll shall contain the following: (1) a summary description of all Assessed Property within the Village conforming to the description contained on the Tax Roll, (2) the name and address of the owner of record of each Assessed Property as shown on the Tax Roll, and (3) the amount of the initial Solid Waste Service Assessment for Solid Waste and Recyclable Materials collection and disposal services, facilities or programs. The initial Solid Waste Assessment Roll shall be open to public inspection. The foregoing shall not be construed to require that the initial Solid Waste Assessment Roll be in printed form if the amount of the Solid Waste Service Assessment for each parcel of property can be determined by use of a computer terminal available to the public. Such Solid Waste Service Assessment for each parcel of Assessed Property shall be computed by multiplying the applicable assessment rate by the number of Dwelling Units on the Assessed Property in accordance with Section 5 (B) above.

(B) It is hereby ascertained, determined, and declared that the foregoing method of determining the Solid Waste Service Assessments for Solid Waste and Recyclable Materials collection and disposal services, facilities or programs (1) is a fair and reasonable method of apportioning the Solid Waste Cost among parcels of Assessed Property and (2) is an equitable and efficient mechanism to address payment

delinquencies and recover funds advanced for Solid Waste and Recyclable Materials collection and disposal services, facilities or programs which are allocable to specific parcels of Assessed Property.

Section 7. Authorization of Public Hearing.

There is hereby established a public hearing to be held at _____P.M., on _____, the ___ day of September 2023, in the Village Council Chamber, Village Hall, 655 – 96th Street, Bal Harbour, Florida, for the purpose of (A) receiving and considering any comments on the Solid Waste Service Assessments from affected property owners and (B) authorizing the imposition of such Solid Waste Service Assessments for Solid Waste and Recyclable Materials collection and disposal services, facilities or programs and collection on the same bill as ad valorem taxes as a non-ad valorem assessment.

Section 8. Notice by Publication.

The Village Clerk shall publish a notice, as required by Section 2-384 of the Village Code, in substantially the form attached hereto as Appendix A. Such notice shall be published not later than _____, 2023 in a newspaper generally circulated in the Village.

Section 9. Notice by Mail.

The Village Manager shall ensure that proper and timely notice is provided to the Owners of Assessed Property though use of the TRIM notices forwarded by the Property Appraiser's Office to all Owners of Assessed Property within the Village in a manner consistent with the requirements of the Village's Ordinance.

Section 10. Adjustment of Public Hearing Date.

In the event that the public hearing date or time which is provided for herein is revised because of scheduling or other conflicts, the Village Manager shall revise or direct the revision of the required public notices to conform to the revised date and time of the public hearing.

Section 11. Effective Date.

This Initial Assessment Resolution shall take effect immediately upon its passage and adoption and shall serve to ratify any action earlier taken by the Village in furtherance of the purposes of this Resolution.

PASSED AND ADOPTED this 20th day of June, 2023.

_____
Mayor Jeffrey P. Freimark

ATTEST:

_____
Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

To Be Published by _____, 2023

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS SERVICE SPECIAL ASSESSMENTS

Notice is hereby given that the Village Council of Bal Harbour Village, Florida, will conduct a public hearing to consider continuing to impose solid waste and recyclable materials special assessments against residential properties located within the incorporated area of the Village and to authorize the continued collection of such assessments on the tax bill for the fiscal year which commences on October 1, 2023 and future fiscal years.

The solid waste service assessments will be imposed to fund the cost of solid waste and recyclable materials collection and disposal services, facilities and programs provided to such properties. The solid waste cost to be assessed and apportioned among benefited parcels for the Fiscal Year beginning on October 1, 2023 is $918,166.

The hearing will be held at **_____P.M., on _____, the ____ day of September, 2023, in Council Chamber,** Village Hall, 655 – 96th Street, Bal Harbour, Florida, for the purpose of receiving public comment on the proposed assessments and to impose the assessment. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council within 20 days of this notice. If a person decides to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305)866-4633, at least two days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Village Council action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of

assessments), such action shall be the final adjudication of the issues presented.

The solid waste service assessments will be computed by multiplying the number of dwelling units on each parcel by the applicable rate of assessment. The annual rate of assessment for the upcoming fiscal year and future fiscal years shall be $297.93 for each Multifamily Residential Establishment's Dwelling Unit within a multifamily residential building and $636.76 for each Single-Family Residential Unit Dwelling Unit on each parcel. Copies of the assessment roll, showing the amount of the assessment to be imposed against each parcel of property, and the legal documentation relating to the assessments are available for inspection at the office of the Village Clerk, located at Village Hall, 655 – 96th Street, Bal Harbour, Florida.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2023, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the Village at (305) 866-4633, Monday through Friday between 9:00 a.m. and 5:00 p.m.

[INSERT MAP OF VILLAGE]

VILLAGE CLERK
BAL HARBOUR VILLAGE, FLORIDA

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ACCEPTING THE ANNUAL COMPREHENSIVE FINANCIAL REPORT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Issue:

Should the Village Council approve the Resolution accepting the Fiscal Year (FY) 2021-22 Annual Comprehensive Financial Report (ACFR)?

The Bal Harbour Experience:

☐ Beautiful Environment ☐ Safety ☐ Modernized Public Facilities/Infrastructure

☐ Destination & Amenities ☐ Unique & Elegant ☐ Resiliency & Sustainable Community

☒ Other: State Requirement

Item Summary / Recommendation:

Florida Statutes Section 218.32 requires the books and records of the Village to be audited at the end of each Fiscal Year. RSM US LLP, the Village's independent auditors, performed the annual audit of the Village's financial records for the Fiscal Year ended September 30, 2022. The ACFR was prepared at the conclusion of the audit, and includes the basic financial statements, management discussion and analysis, and other financial reports compiled by Finance Department Staff. The Annual Comprehensive Financial Report for the Fiscal Year ended September 30, 2022 was produced after the completion of the audit for the fiscal year, and is transmitted to the Village Council for review and acceptance.

In addition, The Government Finance Officers Association (GFOA) of the United States and Canada awarded a Certificate of Achievement for Excellence in Financial Reporting to the Village, for its ACFR for the fiscal year ended September 30, 2021. This is the nineth consecutive year that the Village has achieved this prestigious award.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

	Chief Financial Officer	Village Manager
	Claudia Dixon	Jorge M. Gonzalez

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: June 20, 2023

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ACCEPTING THE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022, RELATING TO THE ANNUAL AUDIT PERFORMED BY THE VILLAGE'S INDEPENDENT AUDITOR, RSM US LLP; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending acceptance of the Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ended September 30, 2022.

BACKGROUND

Florida Statutes Section 218.32 requires the books and records of the Village to be audited at the end of each Fiscal Year. RSM US LLP, the Village's independent auditors, performed the annual audit of the Village's financial records for the Fiscal Year ended September 30, 2022. The ACFR was prepared at the conclusion of the audit, and includes the basic financial statements, management discussion and analysis, and other financial reports compiled by the Village's Finance Department Staff. The ACFR also includes reports of the Village's independent certified public accountants and other compliance reports prepared by the Village's auditors. The ACFR for Fiscal Year ended September 30, 2022, is provided to you in electronic form for your review. The bound copy will be distributed to Council Members in advance of the meeting. The ACFR will also be available on the Village's Web Site at www.balharbourfl.gov once issued.

The Government Finance Officers Association (GFOA) of the United States and Canada awarded a Certificate of Achievement for Excellence in Financial Reporting to the Village, for its ACFR for the fiscal year ended September 30, 2021. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting. The attainment of this award represents a significant accomplishment by a government and its financial management team. This is the nineth consecutive year that the Village has achieved this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized ACFR. This report must satisfy both the generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. We believe that our current ACFR continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

THE BAL HARBOUR EXPERIENCE

Florida Statutes Section 218.32 requires the books and records of the Village to be audited at the end of each Fiscal Year.

CONCLUSION

The Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2022 was produced after the completion of the audit for the fiscal year, and is transmitted to the Village Council for review and acceptance.

Attachments:

1. FYE 2022 ACFR

RESOLUTION NO. 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ACCEPTING THE COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022, RELATING TO THE ANNUAL AUDIT PERFORMED BY THE VILLAGE'S INDEPENDENT AUDITOR, RSM US LLP; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 218.32, Fla. Stat. requires an annual audit of the Village's books and records; and

WHEREAS, RSM US LLP, the Village's independent auditors, performed the annual audit of the Village's financial records for the Fiscal Year ended September 30, 2022; and

WHEREAS, the Village Council has received and reviewed the Village's Comprehensive Annual Financial Report (the "CAFR") for the Fiscal Year ended September 30, 2022, which includes the reports of independent certified public accountants and other reports on compliance prepared by RSM US LLP, as well as the report compiled by Village staff; and

WHEREAS, the Village Manager recommends acceptance of the CAFR for the Fiscal Year ended September 30, 2022; and

WHEREAS, the Village Council deems it to be in the best interest of the citizens and residents of Bal Harbour Village to accept the CAFR for the Fiscal Year ended September 30, 2022, attached as Exhibit "A".

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. ACFR Accepted. That the ACFR for Fiscal Year ended September 30, 2022 is hereby accepted and the Village Manager is hereby authorized to forward the ACFR to the appropriate agencies.

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. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 20th day of June, 2023.

_____
Mayor Jeffrey P. 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 -

DISCUSSION ITEM

TO: Jorge M. Gonzalez, Village Manager

FROM: Jeffrey P. Freimark, Mayor

DATE: June 20, 2023

SUBJECT: **Discussion Regarding a Sister City Proposal in Israel**

Please place an item on the June 20, 2023 Village Council Meeting Agenda for a discussion regarding a Sister City proposal in Israel.

Thank you.

BAL HARBOUR

- VILLAGE -

DISCUSSION ITEM

TO: Jorge M. Gonzalez, Village Manager

FROM: Buzzy Sklar, Councilman

DATE: June 20, 2023

SUBJECT: **Discussion Regarding flying a Pride Flag in Bal Harbour Village during "Pride Month"**

Please place an item on the June 20, 2023 Village Council Meeting Agenda for a discussion regarding flying a Pride Flag in Bal Harbour Village during "Pride Month".

Thank you.

BAL HARBOUR

- VILLAGE -

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Dwight S. Danie, Village Clerk

DATE: June 13, 2023

RE: Lobbyist Registration Report

Name of Lobbyist	Principal Represented	Date Registered
John Shubin	Mathew Whitman Lazenby	01/11/23
Ian DeMello	Mathew Whitman Lazenby	01/11/23
Carter McDowell	Carlton Terrace Owner, LLC	01/10/23
Keith Poliakoff	Bellini Condominium Association	01/17/23
Nicholas Noto	Carlton Terrace Owner, LLC	01/17/23
Richard Dewitt	Bellini Condominium Association	01/17/23
Mathew W. Lazenby	Bal Harbour Shops, LLC	01/31/23
Caroline Travis	Bal Harbour Shops, LLC	01/31/23
Ivor Nik Massey	Bal Harbour Shops, LLC	01/31/23
Sandy Goldfarb	Bal Harbour Civic Association	03/01/23
Neca Logan	Bal Harbour Civic Association	03/01/23

BAL HARBOUR
- VILLAGE -

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Susan L. Trevarthen SLT

DATE: June 20, 2023

RE: Monthly Report of Village Attorney for May 2023 Activities

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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 May, we reviewed, advised and prepared documents for all agenda items for and attended the May Council meeting and May ARB meeting. We conferred with staff on various matters, and we attended the weekly staff meetings, and the monthly agenda review and after action meetings. We began preparation for the June Council meeting.

Specific additional matters included:

- We prepared a PowerPoint presentation and facilitated training on stormwater/FDEP ordinance for Village staff. We attended a conference with Balmoral Group regarding establishing a stormwater utility, and reviewed and analyzed related documents.
- We reviewed multiple correspondence regarding jurisdiction over the sand bar and prepared responses to same, and attended a conference to discuss jurisdictional issues and enforcement of mooring. We analyzed issues regarding the trespass statute and the form of consent.
- We reviewed correspondence, conferred with staff, prepared for and attended the May code enforcement hearing. We conducted research and analyzed enforcement against unpermitted building work.
- We prepared an analysis, conferred with staff and attended a meeting with Village staff and Shops representatives regarding status of the Shops' compliance with conditions of approval. We also updated the checklist to incorporate conditions in the resolutions and TCO and prepared documents incorporating all changes to the development agreement.
- We conferred with staff and with the property owner's attorney regarding a One Bal Harbour proposal, and followed up with the Oceana attorney regarding their proposed actions to address the DA. We assisted with coordination and preparation, and defended a deposition of Village building staff.
- We researched and reviewed information regarding FPL issues.
- We analyzed new state legislation and its potential impact on Village. We reviewed and analyzed the County proposal concerning its mobility fee and conferred with Manager re its impact on Village. We conferred with the Village Clerk concerning new County regulations on posting of campaign reports.
- We reviewed and approved a letter regarding Indian Creek Village's use of the Bal Harbour building official.
- We conferred with staff concerning the renewal of the Zeta agreement.
- We prepared a Form 6 (Financial Disclosure) memorandum for the Council.

Additional Services

For the Security/Landscape assessment matter, we reviewed and evaluated a recent appellate court decision and the status of the motion for rehearing in *Graham*, and provided an update to Council.