

BAL HARBOUR

- V I L L A G E -

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

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

Bal Harbour Village Council

Regular Meeting Agenda

January 16, 2024

At 6:30 PM

Sea View Hotel - Crystal Ballroom • 9909 Collins Avenue • Bal Harbour • Florida 33154

This meeting will be conducted in-person. The meeting will also be 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 International Holocaust Remembrance Day - Proclamation

PA2 Beach Erosion Update - Cummins Cederberg
[Attachment - Council Meeting Presentation ADA.pdf](#)
[Attachment - Preliminary Beach Damage Assessment ADA.pdf](#)

CONSENT AGENDA

C6 - COUNCIL MINUTES

C6A December 18, 2023 Village Council Meeting and Workshop Minutes
[VillageCouncil-PublicWorkshopMinutes_Dec18_2023_ADA.pdf](#)
[VillageCouncil-RegularCouncilMeetingMinutes_Dec18_2023_ADA.pdf](#)

C7 - RESOLUTIONS

C7A Special Masters Re-Appointments
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RATIFYING THE RE-APPOINTMENTS OF VALERIE RENNERT AND

JONI BLACHAR TO SERVE AS SPECIAL MASTERS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Special Masters Re-Appointments ADA.pdf](#)

[Memorandum - Special Masters Re-Appointments ADA.pdf](#)

[Resolution - Special Masters Re-Appointments ADA.pdf](#)

C7B Fleur De Villes Program Funding Authorization

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RATIFYING IN THE AMOUNT NOT TO EXCEED \$50,000 TO FUND THE 2024 FLEURS DE VILLES GLOBAL EXHIBITION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Fleur De Villes Program Funding Authorization ADA.pdf](#)

[Memorandum - Fleur De Villes Program Funding Authorization ADA.pdf](#)

[Resolution - Fleur De Villes Program Funding Authorization ADA.pdf](#)

[Attachment - Artiste Overview ADA.pdf](#)

R5 - ORDINANCES

R5A Ordinance Amendment - Newspaper of General Circulation

AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING SECTION 2-384 "NOTICE BY PUBLICATION AND NOTICE BY MAIL; SECTION 6-61 "ESTABLISHMENT; DURATION; TERMINATION"; SECTION 18-116 "PUBLICATION OF RESOLUTION"; SECTION 18-117 "ASSESSMENT ROLL"; SECTION 21-52 "SAME-PUBLIC HEARING; NOTICE OF VILLAGE COUNCIL AND LOCAL PLANNING AGENCY HEARINGS" OF THE VILLAGE'S CODE TO REMOVE THE REQUIREMENT OF NEWSPAPER OF GENERAL CIRCULATION AND AUTHORIZE PUBLICATION IN ACCORDANCE WITH CHAPTER 50, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Newspaper of General Circulation ADA.pdf](#)

[Memorandum - Newspaper of General Circulation ADA.pdf](#)

[Ordinance - Newspaper of General Circulation ADA.pdf](#)

R7 - RESOLUTIONS

R7A Rescinding Village Hall Architect Selection

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RESCINDING AND REPEALING RESOLUTION NO. 2022-1481 WHICH APPROVED A PROFESSIONAL SERVICES AGREEMENT WITH ZYSCOVICH ARCHITECTS FOR THE PROVISION OF ARCHITECTURAL, ENGINEERING AND CONSTRUCTION ADMINISTRATIVE SERVICES FOR THE NEW VILLAGE HALL PROJECT ON AN AS NEEDED BASIS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Rescinding Village Hall Architect Selection ADA.pdf](#)
[Memorandum - Rescinding Village Hall Architect Selection ADA.pdf](#)
[Resolution - Rescinding Village Hall Architect Selection ADA.pdf](#)
[Attachment - Reso 2022-1481 ADA.pdf](#)

R7B Art in Public Spaces

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE SELECTION AND INSTALLATION OF A PROPOSED ART EXHIBIT CURATED BY THE OPERA GALLERY; TO BE PLACED IN PUBLIC SPACES LOCATED IN THE VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Art In Public Places ADA.pdf](#)
[Memorandum - Art In Public Places ADA.pdf](#)
[Resolution - Art In Public Places ADA.pdf](#)
[Attachment - October 2023 Memorandum ADA.pdf](#)
[Attachment - Images of Proposed Art Sculptures & Artist Biography ADA.pdf](#)

R7C Water Main Connection Agreement - Absolute Construction Services

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE AGREEMENT BETWEEN THE VILLAGE AND ABSOLUTE CONSTRUCTION SERVICES, INC. FOR THE COMPLETION OF THE TWELVE INCH DIAMETER WATER MAIN CONNECTION TO THE MIAMI DADE COUNTY WATER METER ADJACENT TO THE BAL HARBOUR WATERFRONT PARK SITE AS DETAILED WITHIN THE ABSOLUTE CONSTRUCTION SERVICES, INC. PROPOSAL DATED DECEMBER 12, 2023, IN THE AMOUNT NOT TO EXCEED FIFTY-FIVE THOUSAND SEVEN HUNDRED SIXTY EIGHT DOLLARS (\$55,768); INCLUSIVE OF A TEN PERCENT (10%) CONTINGENCY ALLOCATION IN THE AMOUNT OF FIVE THOUSAND SEVENTY DOLLARS (\$5,070), ROUNDED UP TO THE NEAREST DOLLAR; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Water Main Connection Agreement ACS ADA.pdf](#)
[Memorandum - Water Main Connection Agreement ACS ADA.pdf](#)
[Resolution - Water Main Connection Agreement ACS ADA.pdf](#)
[Attachment - Absolute Construction Services, Quote ADA.pdf](#)
[Attachment - Murphy Pipeline Contractors Proposal ADA.pdf](#)
[Attachment - Agreement ACS Water Main Connection ADA.pdf](#)

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

R9A Discussion Item - Update On Negotiations Regarding The Oceana Development Agreement - Village Manager Jorge M. Gonzalez

[Update On Negotiations Regarding The Oceana Development Agreement - Village Manager Jorge M. Gonzalez ADA.pdf](#)
[Attachment - Enea - Oceana Concept Presentation ADA.pdf](#)

R9B Discussion Item - Electric Bikes - Councilman Buzzy Sklar

[Electric Bikes - Councilman Buzzy Sklar ADA.pdf](#)

R9C Discussion Item - Filming on the Jetty - Councilman Buzzy Sklar
[Filming On The Jetty - Councilman Buzzy Sklar ADA.pdf](#)

R9D Discussion Item - Project Development Proposal from Bal Harbour Shops - Mayor Jeffrey P. Freimark
[Project Development Proposal from Bal Harbour Shops - Mayor Jeffrey P. Freimark ADA.pdf](#)

R9E - PUBLIC COMMENT

R10 - VILLAGE MANAGER REPORT

R11 - VILLAGE CLERK REPORT

R11A Lobbyist Report
[R11A1_Lobbyist Registration Report as of January9_2024_ADA.pdf](#)

R12 - VILLAGE ATTORNEY REPORT

R12A Monthly Attorney Report
[December 2023 - Monthly Attorney Report 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.

Village of Bal Harbour Beach Erosion

Tuesday, January 16, 2024



Storms Impacting VBH Since 2000



140-mile radius

2023
Nor'easters
(not depicted)

2022
Hurricane Ian
(Lee Co.)

Hurricane Nicole
(St. Lucie Co.)

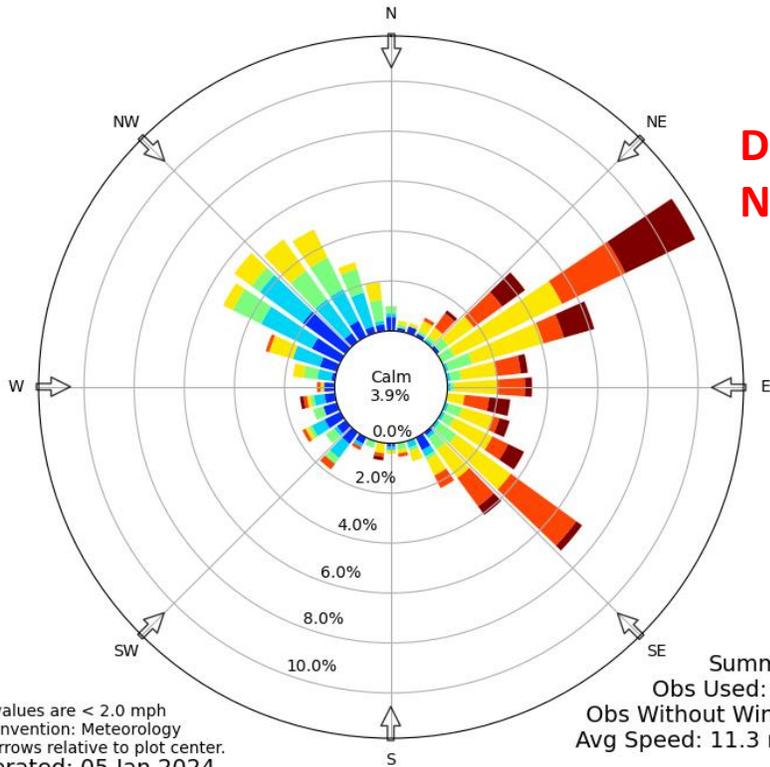
2017
Hurricane Irma
(Keys/Marco Isl.)

Wind Rose Plot Highlights 2023 Winter Nor'easters

12/1/23 - 12/30/23



Windrose Plot for [FLL] Fort Lauderdale - Hollywood
 Obs Between: 01 Dec 2023 12:53 AM - 30 Dec 2023 11:53 PM America/New_York



**December 2023
 Nor'easter, 20+ mph**

Calm values are < 2.0 mph
 Bar Convention: Meteorology
 Flow arrows relative to plot center.
 Generated: 05 Jan 2024

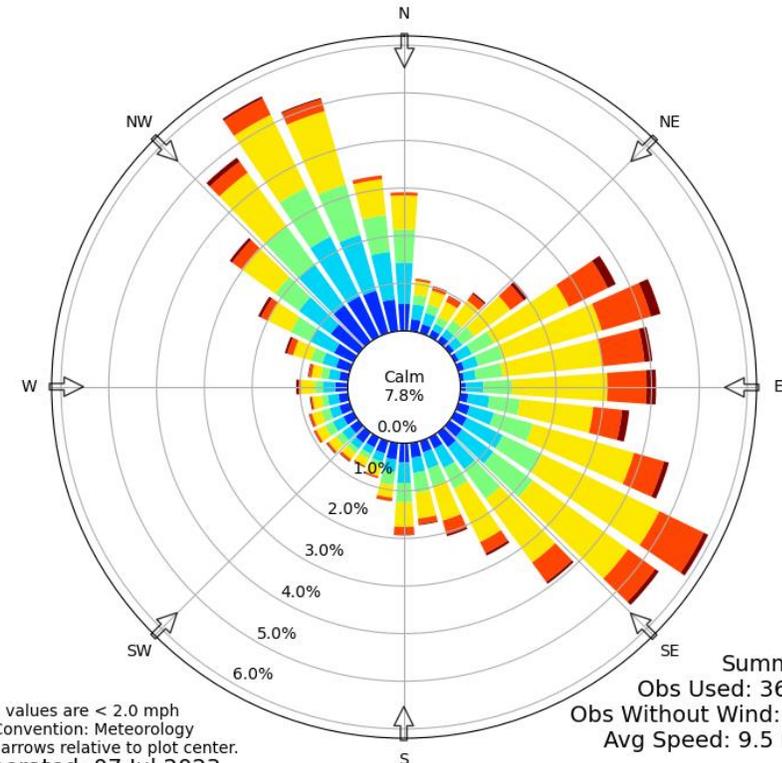
Summary
 Obs Used: 717
 Obs Without Wind: 6
 Avg Speed: 11.3 mph



Average December

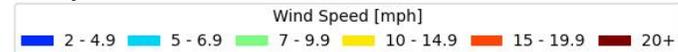


Windrose Plot for [FLL] FT LAUDERDALE/HOLLY
 Obs Between: 31 Dec 1972 07:00 PM - 31 Dec 2022 11:53 PM America/New_York
 ↳ constraints: Dec

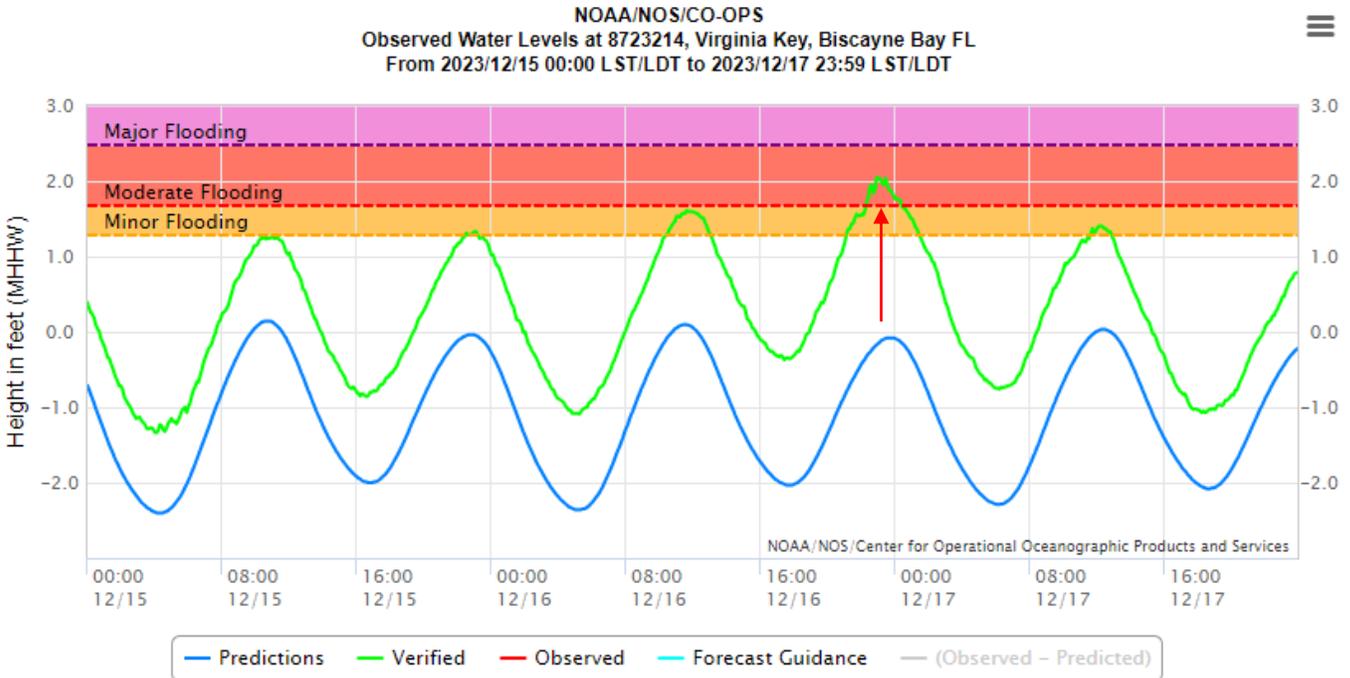


Calm values are < 2.0 mph
 Bar Convention: Meteorology
 Flow arrows relative to plot center.
 Generated: 07 Jul 2023

Summary
 Obs Used: 36018
 Obs Without Wind: 724
 Avg Speed: 9.5 mph



NOAA Tide Levels – 12/10/23 – 12/19/23



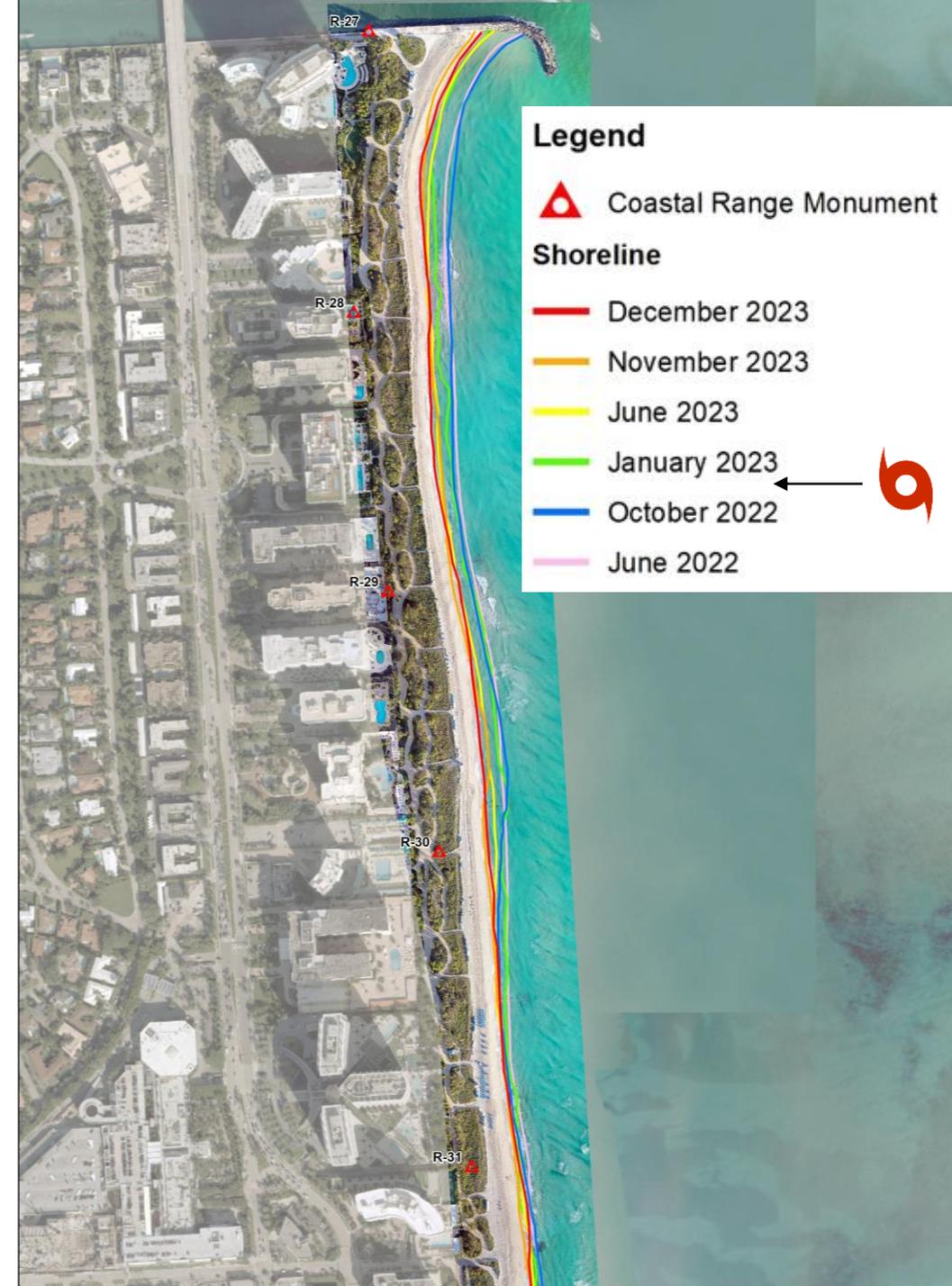
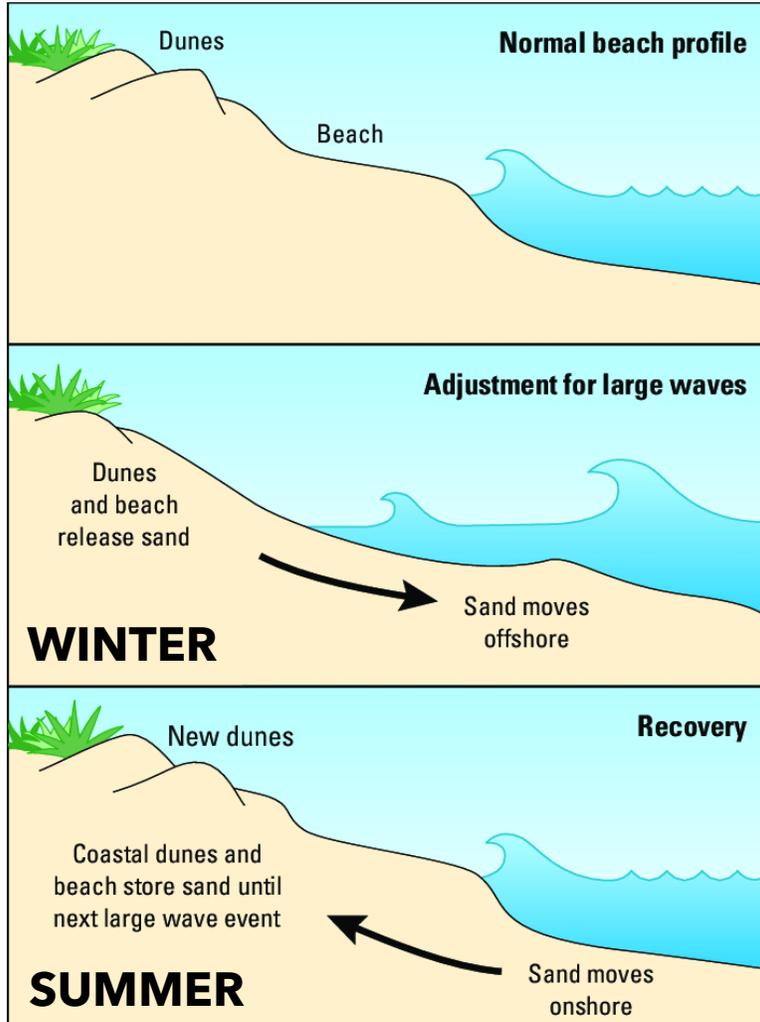
NOS/NOAA/CO-OPS
Top-10 Highest Water Levels
8723214, Virginia Key, Biscayne Bay FL

Units: Standard Datum: MHHW

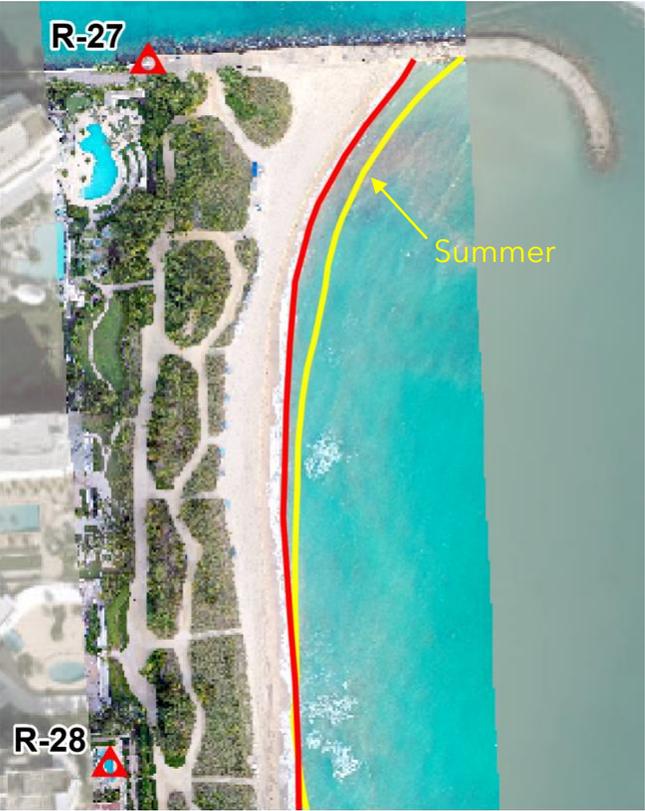
Date	Height (Feet above MHHW)	Event Category	Event
September 10, 2017	3.63	Tropical	Hurricane Irma
October 24, 2005	2.55	Tropical	Hurricane Wilma
October 15, 1999	2.53	Tropical	Hurricane Irene
November 10, 2022	2.14	Tropical	Hurricane Nicole
October 5, 2017	2.08	Other	Onshore Winds
December 17, 2023	2.05	Other	December East Coast Storm
October 1, 2019	1.96	Other	Onshore Winds
September 22, 2020	1.95	Other	Above Normal Tides & Onshore Winds
October 19, 2020	1.94	Other	Above Normal Tides & Onshore Winds
November 9, 2020	1.93	Tropical	Tropical Storm Eta

- Dec 17, 2023 elevated tide above +2 ft NAVD
- In top 10 water levels within last 20 yrs

Shoreline Comparison Map (Post-Nourishment)



2023 Seasonal Changes vs Annual Change



- Legend**
- ▲ Coastal Range Monument
 - Shoreline**
 - November 2023
 - June 2023



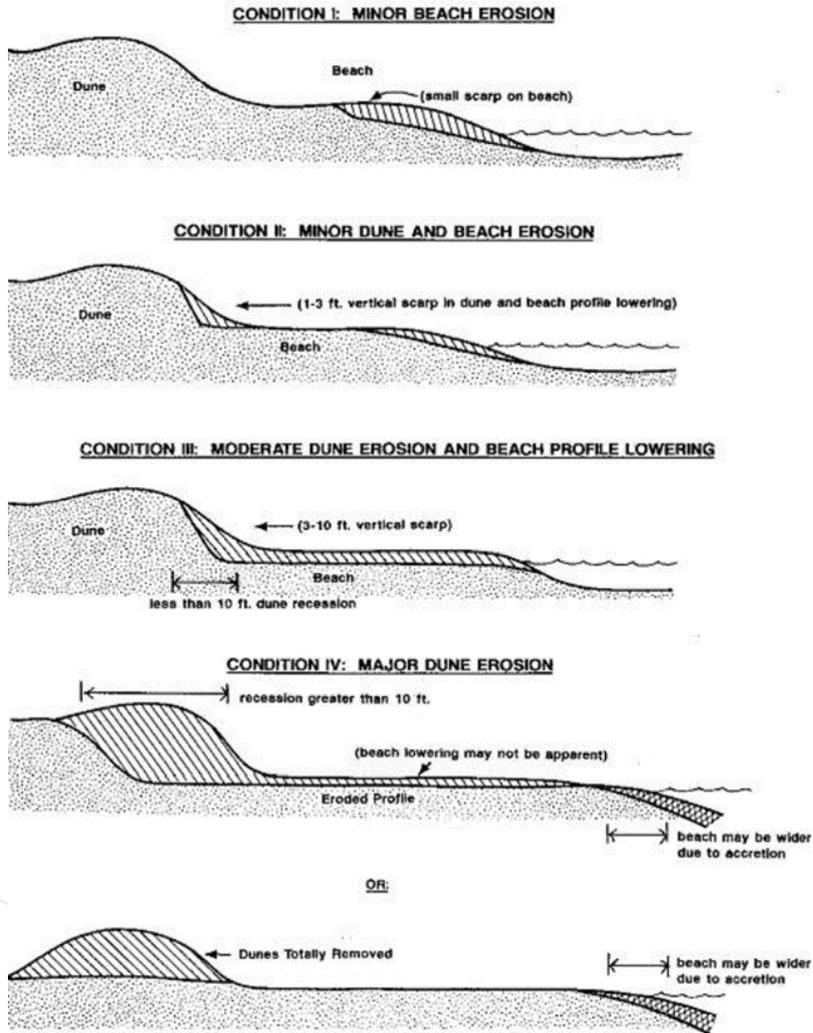
- Legend**
- ▲ Coastal Range Monument
 - Shoreline**
 - December 2023
 - November 2023
 - June 2023
 - January 2023
 - October 2022
 - June 2022
- Notes:
 1. Drone Imagery Date (Source): 12/19/2023 (Cummins Cederberg, Inc.)
 2. Background Imagery Date (Source): 1/24/2022 (State of Florida)



Pre- and Post-Storm Comparison



Beach Condition Map (12/23)



Legend	
Green line	Below Condition I
Yellow line	Condition I
Orange line	Condition II
Red line	Condition III

Post-Storm Conditions

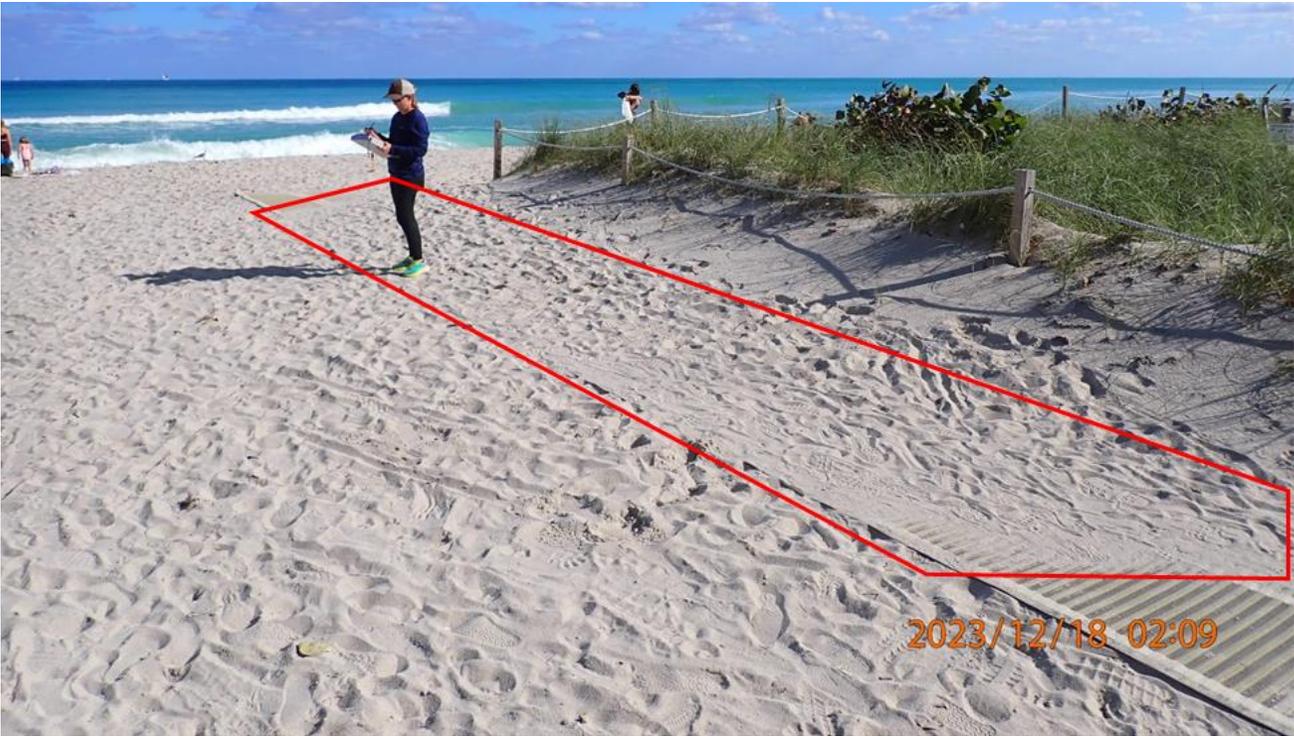


Sediment erosion south of jetty



Major settlement of beach kiosk (Access 15)

Post-Storm Conditions



Buried beach access mat (Access 1)



Burial of dune vegetation and fence barrier (Access 6-7)

Post-Storm Conditions



Vertical scarping at dune line (north of Access 13)



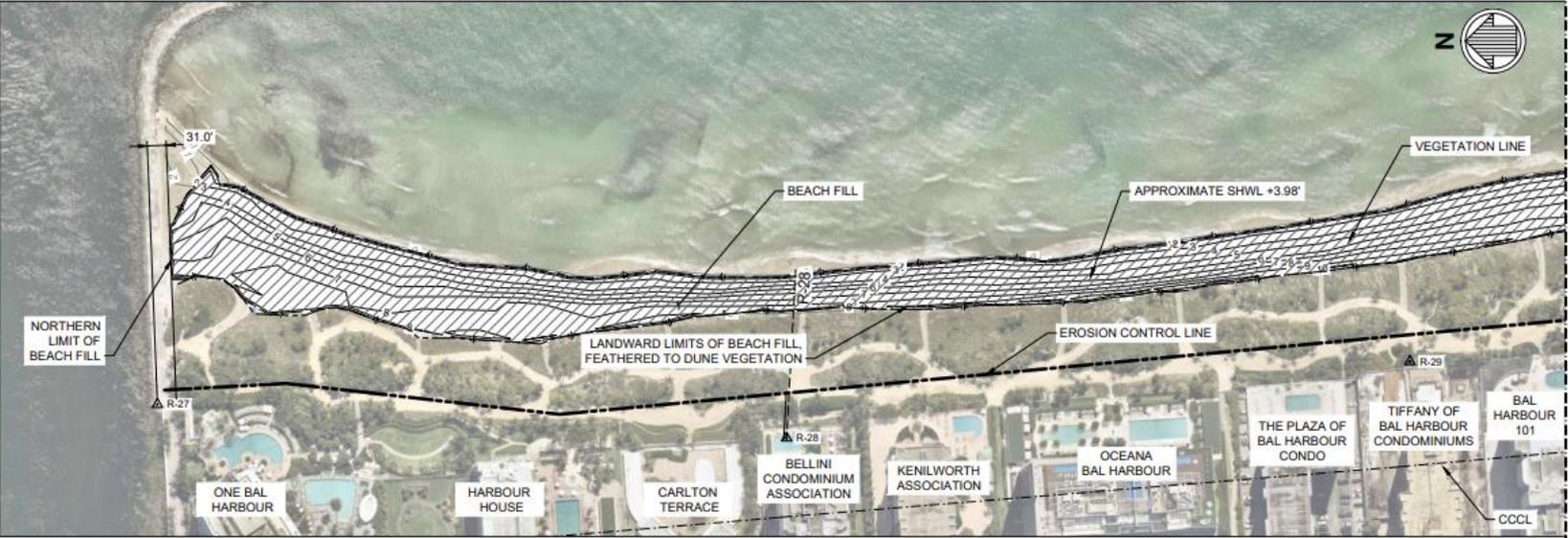
Dislodged fence posts and dune grasses (Access 14-15)

Options for Beach Recovery

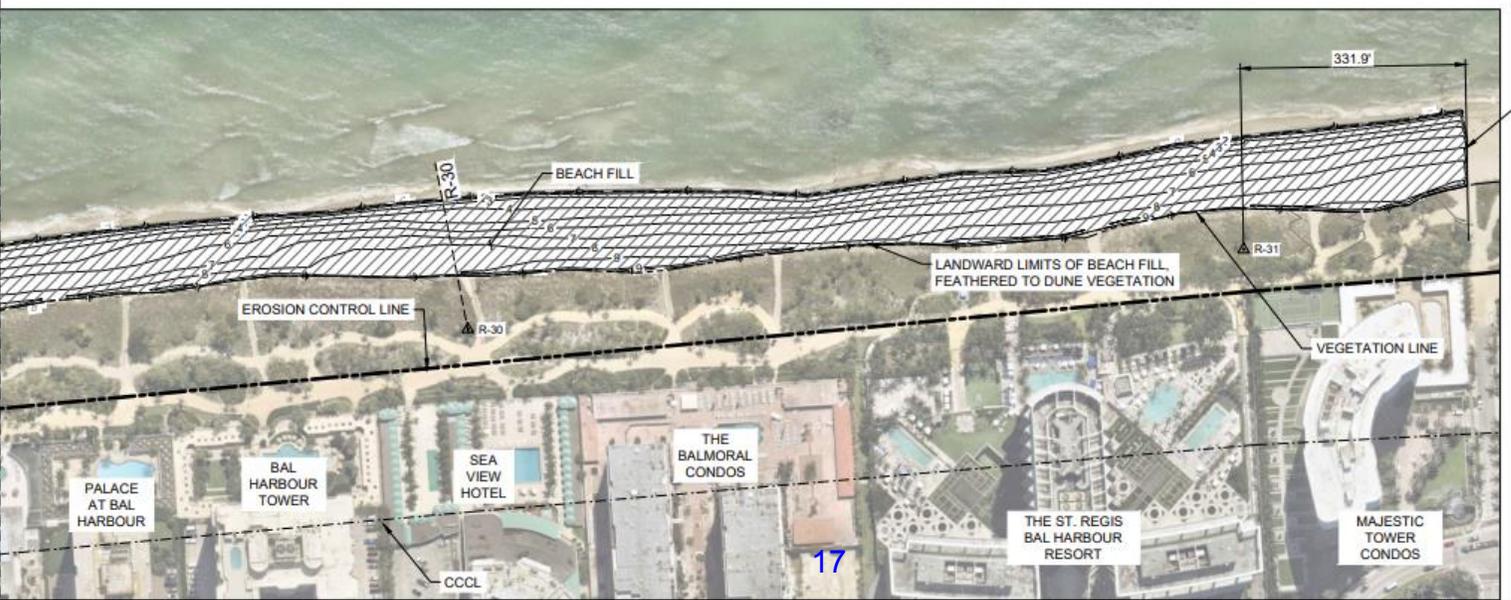
- + Seasonal natural recovery
- + MDC Parks regrading of dune escarpment (maybe)
- + Construction sands of opportunity (upland mine) - Rivage/Carlton Terrace Project
 - o End of 2024 (earliest)
 - o 21,147 cy, 18" of sand between MHW & vegetation
- + FCCE Storm repair project (2025)
 - o Full nourishment, ~175,000 cy
- + Mid-term - USACE/County restoration of groin field (WRDA)



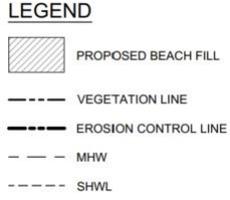
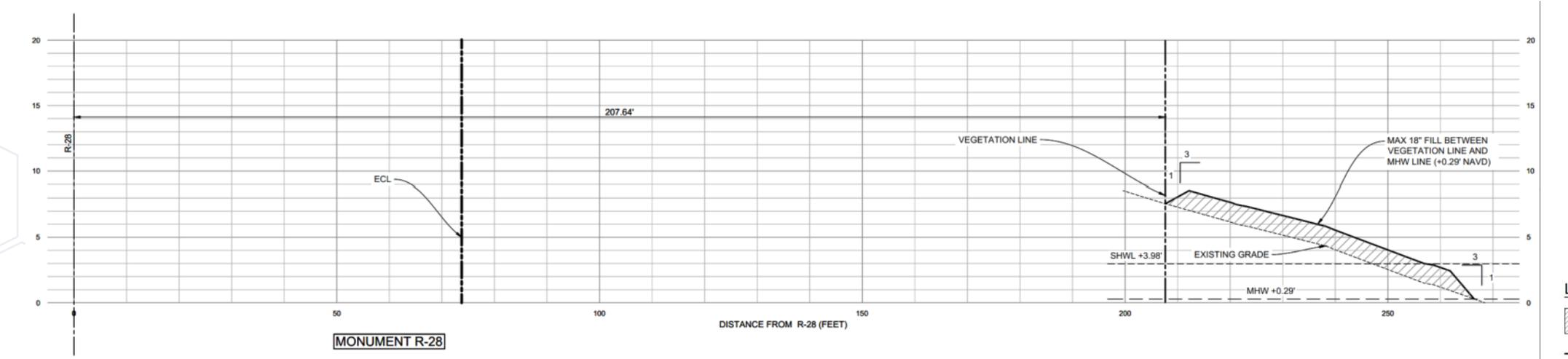
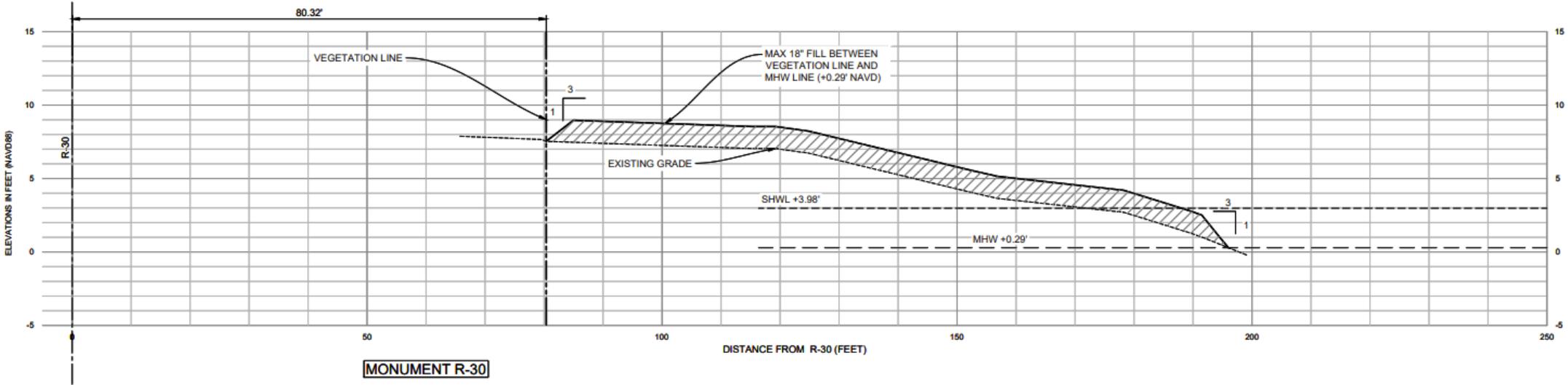
Rivage/Carlton Terrace – Beach Fill Plan View



- LEGEND**
-  PROPOSED BEACH FILL
 -  PROPOSED CONTOUR
 -  EXISTING CONTOUR
 -  VEGETATION LINE
 -  SHWL
 -  EROSION CONTROL LINE
 -  CCCL
 -  MONUMENT



Rivage/Carlton Terrace Beach Fill – Typical Sections



Recent Nourishment History (FDEP SBMP)



Date Completed	Volume (cy)	Source	Project Location (by R monument)	Length (mi)
2014	49,592	Bakers Haulover Inlet	R27-R31	0.8
January 2014	235,733	Bakers Haulover Inlet ebb shoal	R27-R31	0.8
December 2017	43,500	AIWW	R28-R29	0.2
April 2022	110,000*	Upland	R27 – R31	0.8

*Approximate volume.

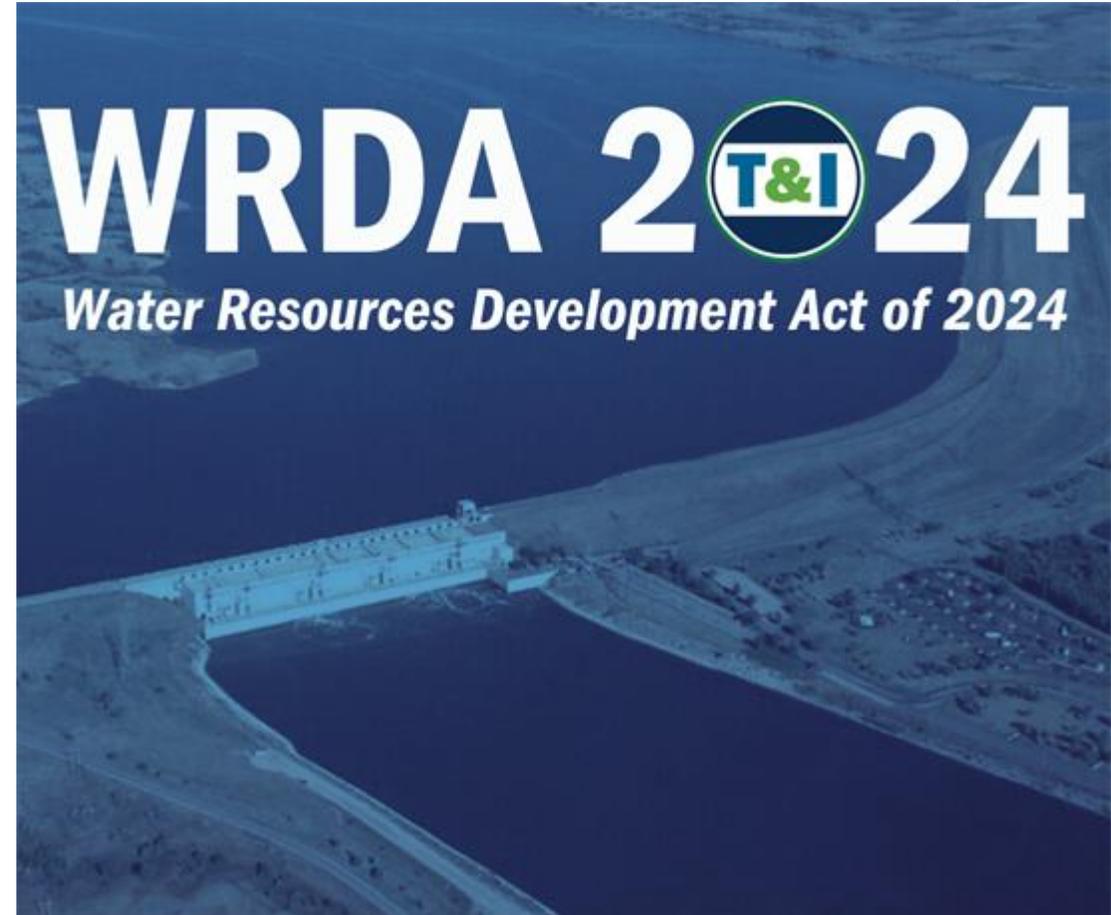
176,000 CY - mines & dredge

+ USACE/County FCCE Project planned for 2025

- Hurricanes Ian & Nicole storm recovery
- CC met USACE / County on beach, support USACE Project Impact Report (PIR)
- USACE has funding, 100% cost-share
- USACE Project Delivery Team (PDT) meets in early 2024
- New Cooperation Agreement between USACE & County needed

WRDA 2022 – Renewed 50-Year Authorization

- + 2025 thru 2075 nourishment, groins
- + Bal Harbour, Surfside, Miami Beach
- + USACE awaiting notice of appropriation
 - o WRDA 2024 - Dec 2023 Hearings
- + New USACE / County agmts needed
 - o Design Agreement (DA) - Pre-con Engineering & Design (PED)
 - o Project Partnership Agreement (PPA) - execute future construction



Questions?



Danielle Irwin, Senior Director
dirwin@cumminscederberg.com



Leonard Barrera Allen, Senior Engineer
lbarrara@cumminscederberg.com

Field Observation Report

Municipality Name:	CC Project Number:
Village of Bal Harbour	77800
Date of Observation:	Time In / Out:
December 18 th , 2023	2:00 PM / 4:30 PM
Weather	Temperature:
Partly Cloudy	~72 deg. F
Submitted By:	Date of Report:
Ryan Winslow, E.I., M.Eng.	January 15, 2024

Cummins Cederberg, the coastal engineering consultant for the Village of Bal Harbour (Village) was tasked by the Village to conduct a beach damage assessment following severe weather experienced during the preceding week. Nearly consistent northeast winds in excess of 20 knots impacted the Village from December 12th through December 17th. Cummins Cederberg arrived on site on December 18th and performed a walkthrough of the Village's beach to assess potential damage due to consistent northeasterly winds.

The Bal Harbour beach segment was nourished in April 2022 as part of a federal project by the U.S. Army Corps of Engineers to replenish the segment's eroded beaches. The passage of Hurricanes Nicole and Ian in 2022 caused some beach erosion, which was documented in a previous Preliminary Beach Damage Assessment, dated November 10, 2022. Cummins Cederberg conducted its most recent quarterly scheduled walkthrough of the beach on October 16, 2023, where the beach segment was characterized by a uniform, gently sloping beach profile. **Photo 1** shows a comparison between the pre- and post-wind event conditions at the beach.

Following the erosion event, qualitative assessments of the beach and dune erosion conditions were made using the graphic illustration shown in **Figure 1**. The graph provides guidelines for the preliminary classification of beach and dune erosion experienced following a storm.

General issues frequently observed included scarping, partial burial of beach access mats (**Photo 2**), spotty dune grass coverage (**Photo 6**), litter and beach furniture storage in the dune (**Photo 7 / Photo 12**), and fence post burial or withdrawal (**Photo 3 / Photo 13**). An intermittent wrack line predominantly composed of octocorals, rope sponges, tube sponges, and upland vegetative debris was observed to have accumulated on the beach face (**Photo 4**), with some lighter wrack material reaching the dune. No wrack line was observed between public beach accesses 13 and 15, where beach erosion was most severe.

Starting at the south end of Bal Harbour at public beach access 1, damage to the beach was relatively minor and exhibited a wide, flat beach berm, which extended north to access 8. Erosion was also minor north of access 20, where the Bal Harbour Jetty appeared to provide ample protection against the northeast wave action.

Access 8-9: **Condition I.** Continuing north along the Village’s beach, a small scarp with a max height of about 20 inches extended for about 216 feet between beach access 8 and 9 (**Photo 5**).

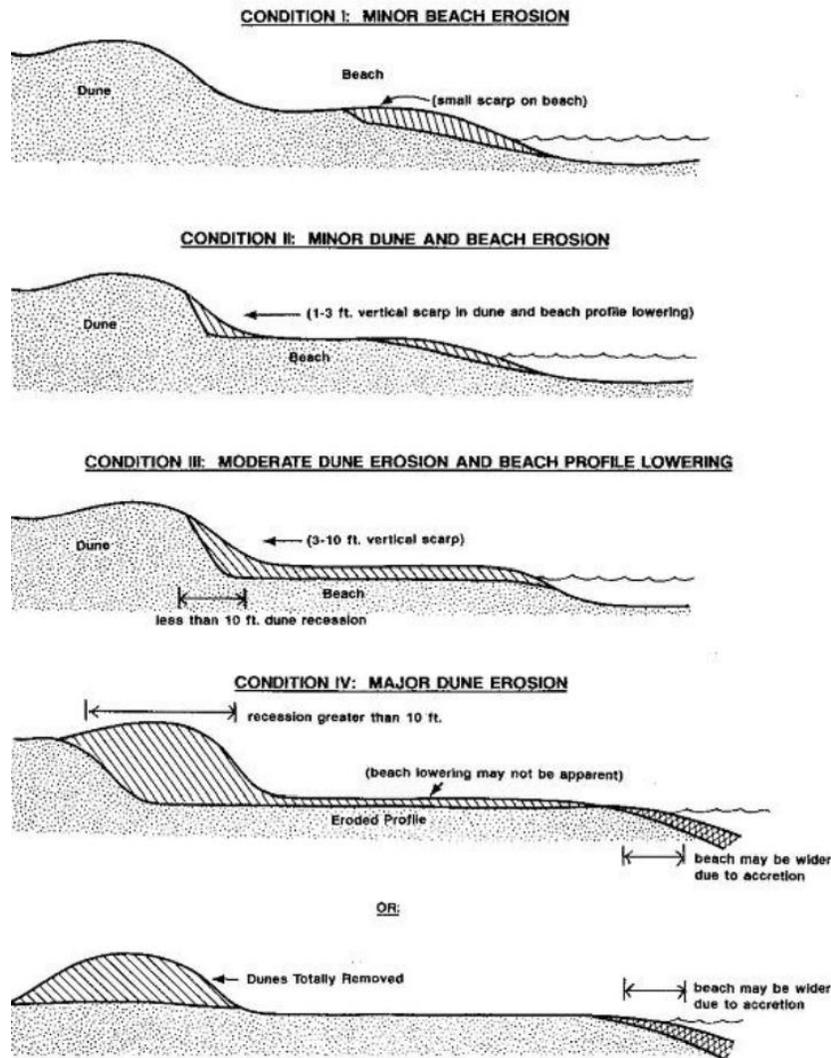
Access 9-14: **Condition II.** Around access 9, the small vertical scarp disappeared from the beach face and the flat berm transitioned into an upwards slope towards the dune (**Photo 9**). This slope progressively steepened to a vertical dune scarp at access 13, with visible dune grass roots.

Access 14-16: **Condition III.** Near access 14, the dune scarp height increased to beyond 3 feet, with the largest measured at 52 inches (**Photo 14**). Dune grasses near the scarp were uprooted and the majority of fence posts dislodged (**Photo 13**). Accesses 13-15 appeared potentially unsafe for some beach guests to traverse (**Photo 15**); the Village should consider closing these accesses or installing warning signage.

Access 16-19: **Condition II.** The scarp height abruptly decreased to below 3 feet in the vicinity of access 16 (**Photo 17**).

Access 19-20: **Condition I.** By access 19, the scarp had migrated sufficiently waterward of the dune such that dune grass roots were no longer seen protruding from the scarp. The beach scarp height was measured at 22 inches max (**Photo 20**).

A summary map outlining the extents of the observed beach and dune erosion conditions is provided in **Figure 2**.



R. J. CLARK 8/27/81

FIGURE 1. GRAPHIC ILLUSTRATING BEACH AND DUNE EROSION CONDITIONS



PHOTO 1. BAL HARBOUR BEACH COMPARISON LOOKING SOUTH FROM ACCESS 17

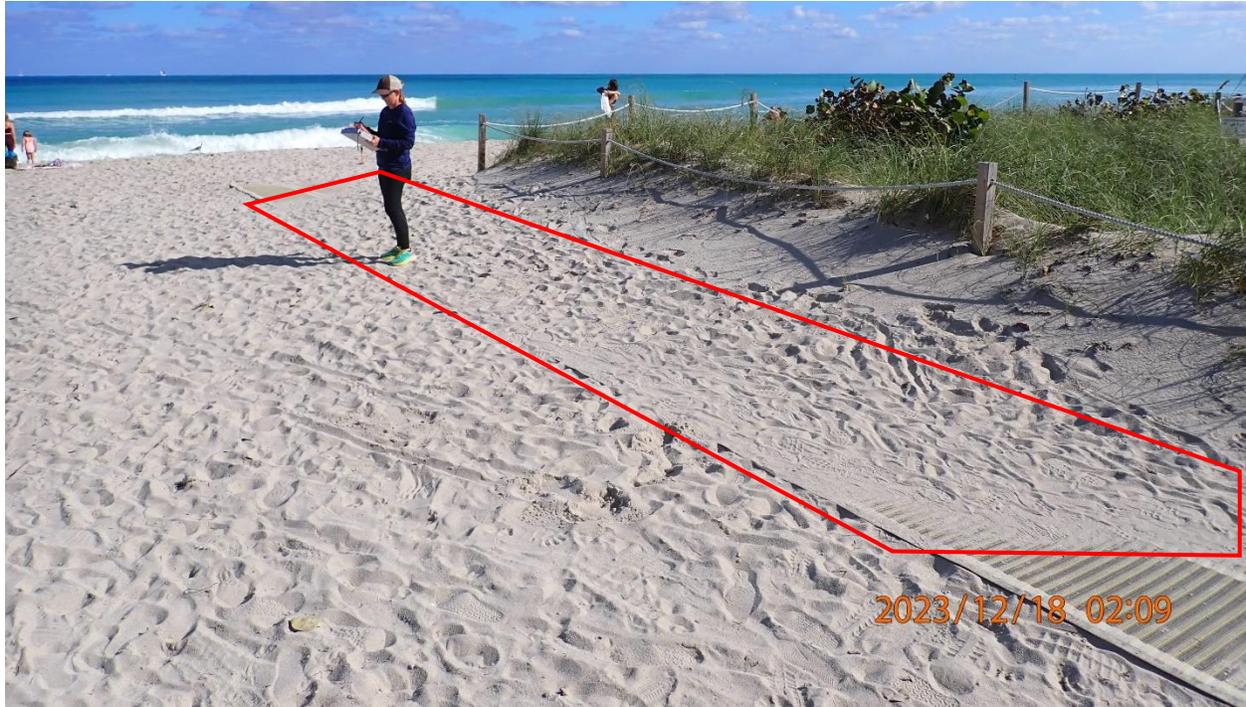


PHOTO 2. BURIED BEACH ACCESS MAT (ACCESS 1)



PHOTO 3. BURIAL OF DUNE VEGETATION AND FENCE BARRIER (ACCESS 6-7)



PHOTO 4. TYPICAL WRACK LINE AND MATERIAL COMPOSITION



PHOTO 5. 20-INCH HIGH SCARP, ABOUT 216 FEET IN LENGTH (ACCESS 8-9)



PHOTO 6. PATCHY DUNE VEGETATION; BEACH FURNITURE ON DUNE (ACCESS 8-9)



PHOTO 7. LITTER IN DUNE (SOUTH OF ACCESS 11)



PHOTO 8. DOWNED FENCE POST NORTH OF ACCESS 11



PHOTO 9. STEEP SLOPE WHERE BEACH MEETS DUNE, SOUTH OF ACCESS 12



PHOTO 10. VERY STEEP SLOPE TO DUNE WITH HEAVY WRACK, NORTH OF ACCESS 12



PHOTO 11. VERTICAL SCARPING AT DUNE LINE (NORTH OF ACCESS 13)



PHOTO 12. BEACH FURNITURE STORED IN DUNE (ACCESS 14-15)

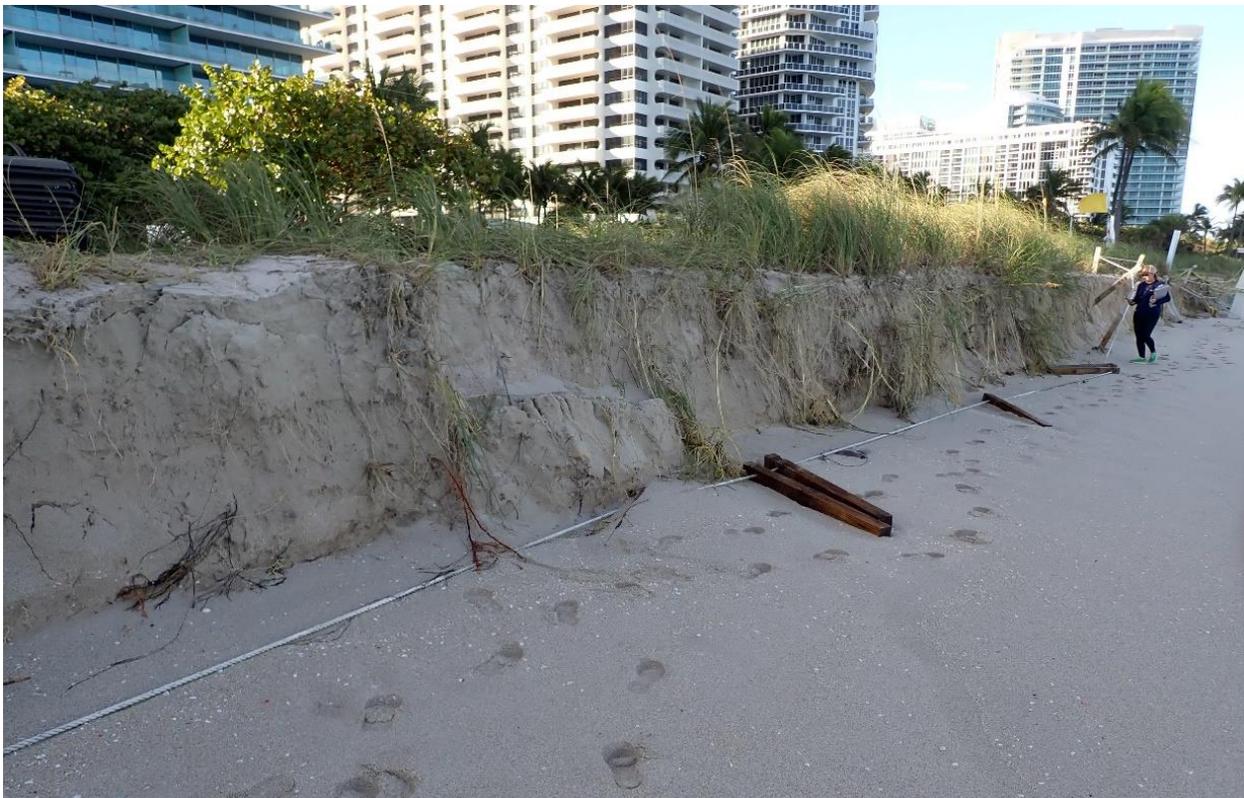


PHOTO 13. DISLODGED FENCE POSTS AND DUNE GRASSES (ACCESS 14-15)



PHOTO 14. LARGEST ESCARPMENT MEASURED (52 INCHES) BETWEEN ACCESS 14-15



PHOTO 15. EXPOSED POSTS AND UNSAFE BEACH ENTRY (ACCESS 15)



PHOTO 16. MAJOR SETTLEMENT OF ACCESS 15 BEACH KIOSK



PHOTO 17. BEACH EROSION AT ACCESS 16



PHOTO 18. BEACH FURNITURE STORED IN DUNE (ACCESS 17-18)



PHOTO 19. EXPOSED WOODEN PALLET AT DUNE SCARP NORTH OF ACCESS 18



PHOTO 20. BEACH SCARP NORTH OF ACCESS 19, MEASURED 22 INCHES MAX



PHOTO 21. SEDIMENT EROSION SOUTH OF JETTY

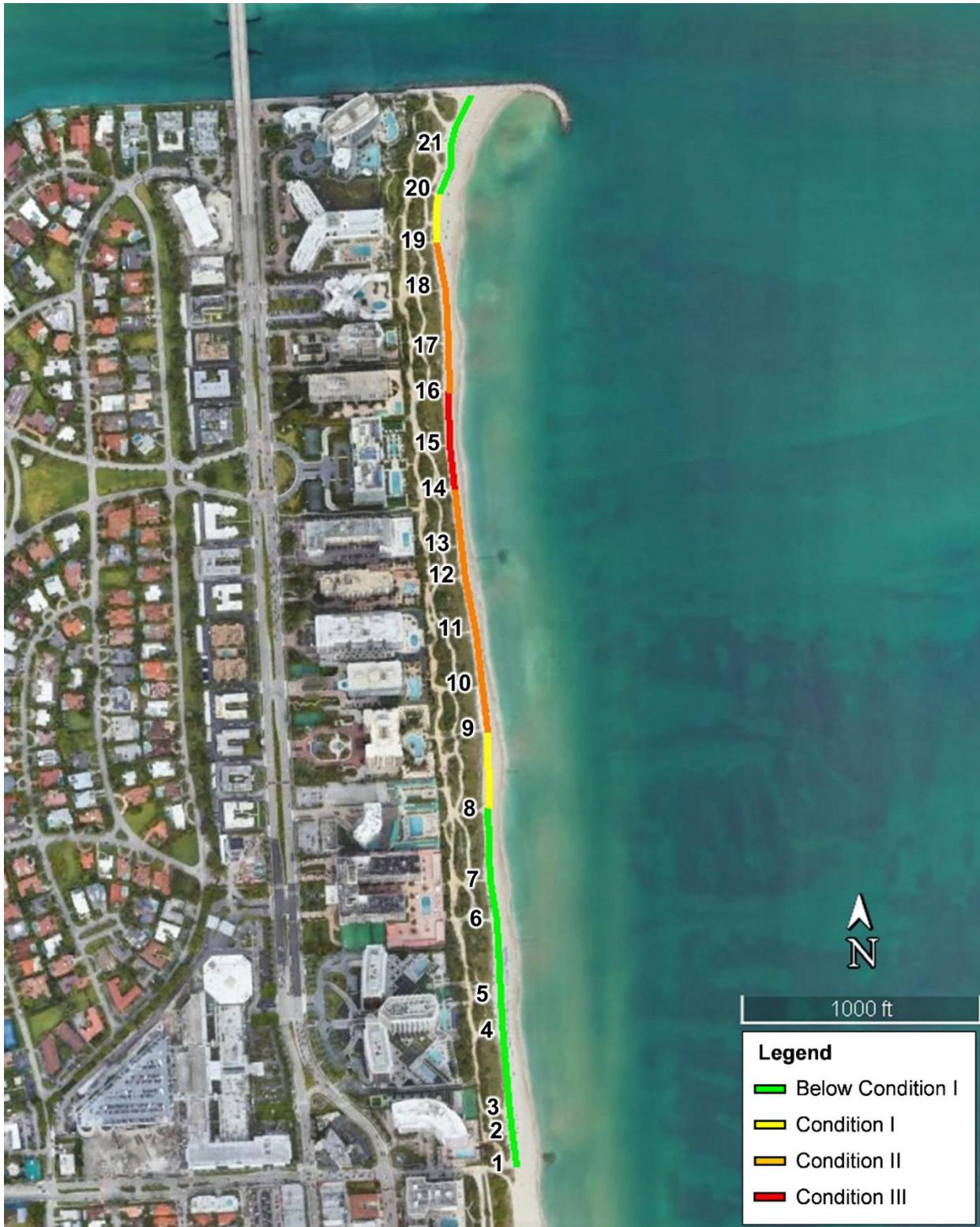


FIGURE 2. BAL HARBOUR BEACH AND DUNE EROSION CONDITION MAP

BAL HARBOUR

- V I L L A G E -

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

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

Bal Harbour Village Council

Public Workshop Minutes
December 18, 2023
At 6:15 P.M.

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

This meeting was conducted in person. Members of the public were also encouraged to participate by email (meetings@balharbourfl.gov) or by telephone at 305-865-6449.

CALL TO ORDER—Mayor Freimark began the workshop at 6:18 P.M.

The following were present:

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

Also present:

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

Mayor Freimark began by commending Mr. Gonzalez for his accomplishments and leadership during the last year. After a general discussion, it was a unanimous decision that a fair bonus for the Village Manager would be \$70 thousand.

ADJOURNMENT - The workshop was adjourned at 6:35 PM.

Mayor Jeffrey P. Freimark



Attest:

Dwight S. Danie, Village Clerk

BAL HARBOUR

- V I L L A G E -

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

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

Bal Harbour Village Council

Regular Meeting Minutes

December 18, 2023

At 6:30 PM

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

This meeting was conducted in person. The meeting was also broadcast on the Village's website (www.balharbourfl.gov). Members of the public were also encouraged to participate by email (meetings@balharbourfl.gov) or by telephone at 305-865-6449.

CALL TO ORDER/ PLEDGE OF ALLEGIANCE-- Mayor Freimark called the meeting to order at 6:15 P.M. following the public workshop on the Village Manager's Performance Evaluation.

The following were present:

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

Also present:

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

REQUESTS FOR ADDITIONS, WITHDRAWALS, AND DEFERRALS

There were no requests.

PRESENTATIONS AND AWARDS

PA1 Tourism Annual Presentation - FYE2023

Ramiro Inguanzo, Assistant Village Manager, introduced the item and introduced Jeffrey Lehman, Chair of the Resort Tax Committee, who provided an overview of the Tourism and Resort Tax Annual Review for Fiscal Year 2022-2023.

Mr. Lehman described the efforts being conducted by representatives from Mexico City Brazil, Argentina, Venezuela, and the UK, and the Village's partnership with the Greater Miami Convention and Visitor's Bureau. He described the recent engagement with Ernst

Young (EY) for the development of a five-year plan for Tourism and Resort Tax, that will allow the Village to be less reactive and would encourage long-term branding and visibility. He said that EY is a local and global, data-driven company that has already begun meeting with community stakeholders.

He provided a quick overview of FY2022-2023 Resort Tax collections saying that it was a very good year for the Village, after which he described the ongoing community events being conducted by the Village.

Mayor Freimark noted that EY recently announced changes at the partner level and for its employees and asked the EY team working with the Village would be affected, to which Mr. Inguanzo said that the EY team has not changed and would be expected to wrap up their work in early 2024.

CONSENT AGENDA

This item was considered at 7:11 P.M. following Agenda Item R10A.

C6 - COUNCIL MINUTES

November 21, 2023 Regular Council Meeting Minutes

C7 - RESOLUTIONS

C7A A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; SETTING COUNCIL MEETING DATES FOR THE 2024 CALENDAR YEAR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

R5 - ORDINANCES

R5A AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, ADOPTING THE HOMELESS AND DOMESTIC VIOLENCE TAX, PURSUANT TO SECTION 212.0306(2)(d), FLORIDA STATUTES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that this was the second reading of an ordinance that would allow Miami-Dade County to levy a food and beverage tax for homeless and domestic violence, subject to voter approval, on establishments grossing over \$400,000 annually that are licensed to sell alcoholic beverages. Ron Book, Chairman of the Homeless Trust said that the City of Miami Beach had already approved a referendum question for November 2024, and he would next be meeting with Surfside.

There were no comments from the public.

MOTION: A motion to approve the ordinance on second reading was moved by Councilman David J. Albaum and seconded by Mayor Jeffrey P. Freimark.

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** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA: PROVIDING FOR THE SUBMISSION TO THE VILLAGE ELECTORS, IN ACCORDANCE WITH SECTION 212.0306(2)(d), FLORIDA STATUTES, OF THE AUTHORIZATION FOR MIAMI-DADE COUNTY TO IMPOSE A ONE-PERCENT FOOD AND BEVERAGE TAX ON QUALIFIED ESTABLISHMENTS; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORATE; CALLING AN ELECTION ON THE PROPOSED AMENDMENT TO THE VILLAGE CODE TO BE HELD ON TUESDAY, NOVEMBER 5, 2024; PROVIDING NOTICE OF ELECTION; PROVIDING FOR BALLOTING; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that it was a companion item to Agenda Item R5A that calls for the referendum that would allow the County to levy a one-percent food and beverage tax. He said that the Miami-Dade County Supervisor of Elections has already given approval to conduct the election on November 5, 2024.

There were no comments from the public.

MOTION: A Motion to approve the Resolution was moved by Councilman David Wolf and seconded by Mayor Jeffrey P. Freimark.

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

R7B A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING DISBURSEMENT OF VILLAGE GENERAL EMPLOYEE AND VILLAGE MANAGER PERFORMANCE BONUSES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

This item was considered at 8:05 PM following Agenda Item R9D.

Mr. Gonzalez introduced the item saying that there were seventy-one staff members not covered by the Police union who are eligible to receive bonuses based on annual performance evaluations. He said that out of the \$265 thousand that had been budgeted, \$210 thousand had been awarded. He said that the resolution also item where the Council decides the Village Manager's bonus amount.

Mayor Freimark said that he was extremely pleased with everyone's performance that is done in a professional and collegial manner under the leadership of the Village Manager. He recommended \$70 thousand for the Village Manager's bonus.

Vice Mayor Salver thanked the Village Manager and the Staff and agreed with the Mayor's proposal. Councilman Wolf also thanked everyone and agreed with the Mayor's recommendation.

Councilman Sklar said that he appreciated all the hard work done by the staff and the Police Department under the leadership of the Manager, and he agreed with the Mayor's proposal.

Councilman Albaum agreed with the recommended bonuses, and he suggested continuing the tradition of awarding an additional day off for all employees. Mayor Freimark agreed and said that a more formal announcement would be made at the employees' holiday luncheon.

MOTION: A Motion to approve a \$70,000 bonus for the Village Manager was moved by Mayor Jeffrey P. Freimark and seconded by Vice Mayor Seth E. Salver.

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

MOTION: A Motion to approve the Resolution was moved by Mayor Jeffrey P. Freimark and seconded by Vice Mayor Seth E. Salver.

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

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

R9A Discussion Item - Boats on the Sandbar - Mayor Jeffrey P. Freimark

This item was considered at 7:20 P.M. following Agenda Item R7A.

Mayor Freimark introduced the item saying that he had placed the item on the agenda at the request of resident Nina Rudolf.

Nina Rudolf, 202 Bal Bay Drive, said that after the Haulover sandbar was dredged the party boats are now docking twenty feet off the seawall in front of the homes along the bay. She said she sees stripper poles and that loud music is being played that can be heard as far away as Collins Avenue. She said there are three restaurant boats and that they are destroying the sand bar, bringing in a bad element of people, and destroying property values.

She said that she has met with Micky Steinberg, Miami-Dade County Commissioner, and Councilman Buzzy Sklar to explore options for alleviating the problem. She said that she believed the Bal Harbour Police Department and Bay Harbor Islands have jurisdiction up to their boundary lines to enforce offenses. She said it should be decided whether the seagrass is protected, in which case the boats that are destroying it should not be allowed, or not protected, in which case the sandbar just off the seawall should be dredged.

Councilman Sklar agreed that there was a conflict as to whether the seagrass should be protected. He suggested that it should be determined if the restaurant boats had business licenses to operate, and that one possible option would be to place buoys along the Village boundary.

Chief Raleigh Flowers, Bal Harbour Police, said that he would discourage the placement of buoys in that boats would dock just outside the boundary, whereas now he and other departments can more easily move around to stop infractions. He said that it would be desirable to coordinate with other agencies in getting the Legislature to pass options for beefed-up enforcement.

Mayor Freimark said that the Village can participate in advocacy measures in the resolution of the seagrass question and the enhancement of enforcement, and it will continue working wherever it can to resolve the problem.

R9B Discussion Item - Village Hall Architect and Designer Change & Park Delay Remedies - Councilman Buzzy Sklar

Councilman Sklar introduced the item saying that the Village is \$2.3 million in overruns due to errors and omissions and that because of this and delays in the project, he would like the Council to consider a resolution at its January meeting that would rescind that

agreement with Zyscovich Architects as the architect for the new Village Hall. He added that Village should also investigate the value of litigation to recover costs. He thanked Matilde Reyes, Director of Capital Planning, for her diligence and hard work, saying that without her, the project would probably not be finished for another year.

Mr. Gonzalez said that he estimates that the cost overruns are around twenty-one percent, with the overwhelming percent being due to errors and omissions or design changes that were necessary because of conflicts between sub-trades. He said that he has already had the Village Attorneys review options regarding the new Village Hall and that he has not signed the contract with Zyscovich, so it would be possible to bring back a resolution that allows a new RFQ process to proceed.

Mayor Freimark said any cost overrun was well out of line and that he would be agreeable to having Counsel look at a potential litigation strategy. He said that he is supportive of seeking alternatives to replace the Village Hall architect.

Vice Mayor Salver agreed noting that the Village Hall project was much larger in scope and many things could go wrong.

Councilman Sklar said that a thorough cost/benefit analysis should be conducted before entering into a litigation scenario.

Councilman Albaum said that he was happy that a contract had not yet been executed and said that he hoped the Village would not have to litigate.

Councilman Wolf said that he supported the suggestion of replacing the architect for the new Village Hall.

Mr. Gonzalez said that he would bring a resolution to the January 2024 Council Meeting to negate the resolution that approved a professional services agreement with Zyscovich Architects for the new Village Hall and open a new RFQ process. He said that he would meet with the Village Attorney to explore numbers and determine whether further action should be taken.

R9C Discussion Item - Electric Bikes - Councilman Buzzy Sklar

Councilman Sklar asked that this item be deferred.

R9D Discussion Item - Beach Erosion - Councilman Buzzy Sklar

Councilman Sklar introduced the item presenting a drone video of the beach just after the renourishment project had been completed. He then showed a video taken the day of this meeting showing the significant loss of sand caused by recent storms with little room for beach chairs and berm formation. He noted that he had spoken with an expert who said

that sand being washed out can kill coral reefs. He said that since the beach is Bal Harbour's greatest tourist attraction, the Village needs to be proactive in its preservation.

Mr. Gonzalez added that the dune structure had also been damaged. He said that he had contacted the Army Corps of Engineers to have the beach immediately put in the cure for renourishment and that the problem extends the entire length of Florida.

Councilman Sklar suggested that the Village undertake its own renourishment project, to which Mayor Freimark said that the Village should be cautious in not biting off more than it could chew and setting up a bad precedent.

Mr. Gonzalez said that although the Rivage project would require the addition of additional sand to the beach, it would not be enough. He said that he could produce an emergency declaration and suggested that the Council pass an expression of sentiment urging the Army Corp to address the emergency.

There was a general consensus to send the before/after videos with a Council expression of sentiment to the Army Corps and County urging them to resolve the existing emergency, and while also alerting elected representatives. There was also an agreement to have Danielle Irwin, Cummins Cederberg, provide an update at the January 2024 Council Meeting and help the Village explore more permanent solutions.

R9E - PUBLIC COMMENT

Rita Collins, 155 Biscay Drive, expressed her frustration with the operation of the back gate. She said that traffic on Collins is a nightmare, and is about to get worse, and that continuing issues causing the shutting down of the gate for repairs is unacceptable. She asked that the Council get involved in resolving the issues.

Doug Rudolph, 202 Bal Bay Drive, said that all the residents of the Gated Community would agree that the gate is a disaster, that it is malfunctioning most of the time. He said he was asking Council for help in getting to the bottom of the issue.

Mr. Gonzalez said that the gate issues were part of the errors and omissions of the entire park project. He said the Village needed to get to the TCO stage in order to determine whether it was the sub of the architect and determine the solutions to make the gate work better.

Councilman Wolf said that the front gates were also problematic and said that it might be advantageous to file some type of action to either get rid of them or get a new company.

Mr. Gonzalez said that the Village would most likely be taking that route, and that he would be working with the Village Attorney to determine the best timing.

Vice Mayor Salver suggesting that instead of shutting down the gates during peak hours, have the gates manned.

R10 - VILLAGE MANAGER REPORT

R10A Update on the Bal Harbour Waterfront Park

This item was heard at 6:57 P.M. following Agenda Item PA1.

Mr. Gonzalez announced that a TCO (Temporary Certificate of Occupancy) has been approved for the Bal Harbour Waterfront Park project.

Sylvia Flores, Director of Recreation, Arts, and Culture, provided a presentation of the Grand Opening Events planned for January 2024, including a Grand Opening Debut on January 14 and a Grand Opening Finale and Fireworks on January 27.

R11 - VILLAGE CLERK REPORT

Lobbyist Report

R12 - VILLAGE ATTORNEY REPORT

R12A Monthly Attorney Report

END OF REGULAR AGENDA

ADJOURNMENT The meeting was adjourned at 8:28 PM.

Mayor Jeffrey P. Freimark



Attest:

Dwight S. Danie, Village Clerk

BAL HARBOUR

- V I L L A G E -

COUNCIL ITEM SUMMARY

Condensed Title:

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

Issue:

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

The Bal Harbour Experience:

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

Item Summary / Recommendation:

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

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION

Advisory Board Recommendation:

N/A

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

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

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: January 16, 2024

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

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

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

ANALYSIS

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

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

THE BAL HARBOUR EXPERIENCE

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

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

CONCLUSION

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

RESOLUTION NO. 2024-____

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this 16th day of January 2024.

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 OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE RATIFYING IN THE AMOUNT OF UP TO \$50,000 TO FUND THE 2024 FLEURS DE VILLES GLOBAL EXHIBITION; PROVIDING FOR IMPLEMENTATION AND EFFECTIVE DATE.

Issue:

Should the Village Council approve the Resolution to fund the 2024 Fleurs de Villes activation in Bal Harbour Village?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

The annual Fleurs de Villes will return to Bal Harbour Village for the fourth consecutive year in March 2024. This year's theme is ARTISTE, which celebrates stories of great artists, including, painters, photographers, and great "masters" of art. Bal Harbour Village and the Bal Harbour Shops will again play host to this one-of-a-kind- fresh floral installation featuring couture mannequins showcasing unique designs throughout Bal Harbour Village. This year's exhibit will run from March 1-10, 2024. Funding for this event is included in this fiscal year's budget in an amount not to exceed \$50,000. The strong results of the previous events Fleur de Villes events held in 2021, 2022 and 2023 provide the rationale for again hosting this event in Bal Harbour Village. Additionally, this activation fulfills our aim to deliver on the Bal Harbour Experience. These previous events have drawn strong participation as well as positive feedback from residents, guests and Hotel Partners, as well as positive press and social media coverage.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Advisory Board Recommendation:

This item was discussed at the Resort Tax Committee during the budgeting process with the Committee supporting the event and recommending that funds be allocated in the FY 2024 Resort Tax Fund Budget.

Financial Information:

	Amount	Account	Account #
	\$50,000	Tourism-Sponsorships, Organizations & Contributions	10-52-504826

Sign off:

Assistant Village Manager	Chief Financial Officer	Village Manager
Ramiro Inguanzo	Claudia Dixon	Jorge M. Gonzalez
		

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: January 16, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RATIFYING IN THE AMOUNT NOT TO EXCEED \$50,000 TO FUND THE 2024 FLEURS DE VILLES GLOBAL EXHIBITION IN BAL HARBOUR VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

The annual Fleurs de Villes will return to Bal Harbour Village for the fourth consecutive year in March 2024. This year's theme is ARTISTE, which celebrates stories of great artists, including, painters, photographers, and great "masters" of art. Bal Harbour Village and the Bal Harbour Shops will again play host to this one-of-a-kind- fresh floral installation featuring couture mannequins showcasing unique designs throughout Bal Harbour Village. This year's exhibit will run from March 1 through March 10, 2024. Funding for this event is included in this fiscal year's budget in an amount not to exceed \$50,000.

As a reminder, in 2021, as part of the Village's 75th Anniversary celebrations, Bal Harbour Village participated along with the Bal Harbour Shops in the world-wide inaugural launch of Fleurs de Ville. In 2022, the Village again served as the host city for the launch. In both 2021 and 2022, this event showcased floral activations throughout the Village in our public spaces, the Bal Harbour Shops and hotels. The 2023 edition took place with Bal Harbour Village once again serving as the inaugural launch of this world-wide event. Each year that this event has taken place, the Village has been adorned with floral activations on our entrance signs, on various sculptures of or public art program, throughout the Bal Harbour Shops and in the Ritz-Carlton Bal Harbour Resort and the St. Regis Bal Harbour Resort.

ANALYSIS

Given the enormous success of the previous Fleur de Villes events, which has drawn strong participation as well as positive feedback from residents, guests and Hotel Partners, as well as positive press and social media coverage, funding for this event for the 2024 year is recommended. During the 2024 fiscal year budgeting process, the Resort Tax Committee unanimously recommended that Bal Harbour Village participate in the Fleurs de Ville activation and allocated up to \$50,000 for this event. Bal Harbour Village will once again serve as the world-wide launch for the global exhibition which takes place during

International Women's Month and the kick-off of the Spring season, with this year's event taking place from March 1-10, 2024.

Section 19-41 of the Code of Bal Harbour Village states that Resort Tax funds collected by Bal Harbour Village shall:

"be used for the promotion of the tourist industry, which shall include but not be limited to the following: publicity, advertising, news bureau, promotional events, convention bureau activities, capital improvements and the maintenance of all physical assets in connection therewith, and the restoration and preservation of the ocean beach in the Village, the continued existence of which is essential to the maintenance of all other tourist attractions in the Village."

Using funds from the Resort Tax Fund to sponsor this event is appropriate given the media impressions and positive public relations which shall be generated.

THE BAL HARBOUR EXPERIENCE

The Fleurs de Villes activation affords the Village the opportunity to continue to deliver on the *Bal Harbour Experience* by enhancing the Beautiful Environment of our destination. Being the only location in Florida for this event, and the world-wide launch for the event, contributes to the Destination & Amenities and Unique & Elegant pillars that our residents and guests come to expect to take place in Bal Harbour Village.

CONCLUSION

Providing unique and elegant special events and activation opportunities which generate strong demand from both residents and guests as well as media coverage is the objective of our Resort Tax. During the Budget planning process, careful consideration was given as to what type of events and activations should be considered for the FY 2024 year and the Resort Tax Committee unanimously supported participating again in the Fleurs de Villes in 2024. The strong results of the previous events also provided the rationale for again hosting this event in Bal Harbour Village. Additionally, this activation fulfills our aim to deliver on the *Bal Harbour Experience*. Therefore, I recommend approval of this item.

RESOLUTION NO. 2024-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RATIFYING IN THE AMOUNT NOT TO EXCEED \$50,000 TO FUND THE 2024 FLEURS DE VILLES GLOBAL EXHIBITION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in March 2021, Bal Harbour Village (“Village”) in conjunction with the Bal Harbour Shops (“Shops”) participated in the world-wide launch of Fleurs de Village - ROSE, an event that showcased floral decorated mannequins in the Shops and at other locations throughout the Village and the Village again served as the host city for the launches for the 2022 and 2023 events; and

WHEREAS, the theme for the 2024 event is “ARTISTE” with the exhibit running from March 1 through March 10 and will celebrate the stories of great artists and the Shops playing host to the fresh floral installation featuring couture mannequins showing unique designs throughout the Village; and

WHEREAS, this Council desires to accept the recommendation of the Resort Tax Committee and to approve the expenditure in the amount of \$50,000 from Resort Tax funds to cover the costs associated with the 2024 Fleurs de Ville exhibit.

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. Expenditure Approved. That the expenditure to Fleurs de Ville in the amount of \$50,000 to underwrite the cost of the 2024 Fleurs de Ville global exhibit in Bal Harbour Village 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 16th day of January, 2024.



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.



FLEURS DE VILLES

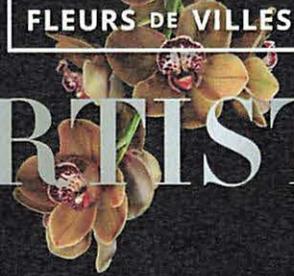
ARTISTE

Bal
Harbour
Shops

MARCH 1 - 10, 2024
WORLDWIDE LAUNCH
BAL HARBOUR SHOPS, MIAMI

FLEURS DE VILLES

ARTISTE



EVERY BRAND TELLS A STORY.

One of place. One of legacy. One of legend and heritage.

FLOWERS HAVE THE ABILITY TO TELL THAT STORY.

Building on the incredible success of
Fleurs de Villes VOYAGE this past year, and in celebration of
Women's History Month, we present the worldwide launch of
Fleurs de Villes ARTISTE at Bal Harbour Shops
March 1 - 10, 2024

WE INVITE YOU TO JOIN US

BAL HARBOUR

- V I L L A G E -

COUNCIL ITEM SUMMARY

Condensed Title:

AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING SECTION 2-384, SECTION 6-61, SECTION 18-116, SECTION 18-117, SECTION 21-52 OF THE VILLAGE'S CODE TO REMOVE THE REQUIREMENT OF NEWSPAPER OF GENERAL CIRCULATION AND AUTHORIZE PUBLICATION IN ACCORDANCE WITH CHAPTER 50, FLORIDA STATUTES.

Issue:

Shall the Village Council adopt the ordinance on first reading amending the requirements to publish public notices in newspapers of general circulation as now allowed by Section 50.0311, Florida Statutes?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

In 2023 the Florida Legislature amended Section 50.311 Florida Statutes to allow municipalities the ability to publish legal notices and advertisements on a publicly accessible website. Recent price increases and fewer options available for print ads have prompted the Village to explore other available and cost efficient options. The first step in moving forward is to amend sections of the Village Code that require publishing in a newspaper of general circulation. If this ordinance is passed on second reading, the next step would be to enter into an agreement with the provider of a publicly accessible website.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS ORDINANCE.

Advisory Board Recommendation:

N/A

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

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



BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager



DATE: January 16, 2024

SUBJECT: **AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING SECTION 2-384 "NOTICE BY PUBLICATION AND NOTICE BY MAIL; SECTION 6-61 "ESTABLISHMENT; DURATION; TERMINATION"; SECTION 18-116 "PUBLICATION OF RESOLUTION"; SECTION 18-117 "ASSESSMENT ROLL"; SECTION 21-52 "SAME-PUBLIC HEARING; NOTICE OF VILLAGE COUNCIL AND LOCAL PLANNING AGENCY HEARINGS" OF THE VILLAGE'S CODE TO REMOVE THE REQUIREMENT OF NEWSPAPER OF GENERAL CIRCULATION AND AUTHORIZE PUBLICATION IN ACCORDANCE WITH CHAPTER 50, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Ordinance on first reading.

BACKGROUND

In 2023 the Florida Legislature amended Section 50.311 Florida Statutes to allow municipalities the ability to publish legal notices and advertisements on a "publicly accessible website" which is defined as a county's official website or other private website designated by the county for the publication of legal notices and advertisements that is accessible via the Internet. The Statute allows a governmental agency to use the website for legally required advertisements and public notices if the cost of publishing on such a website is less than the cost of publishing in a newspaper.

The Village primarily has utilized the Daily Business Review (DBR) for publishing all legal ads requiring newspapers of general circulation, and the Miami Herald/El Nuevo Herald (Herald) for publishing legal ads that require placement in a newspaper of largest or widest circulation.

Following the DBR's announcement that on December 21, 2023, it would publish its last printed issue, the Miami-Dade County Municipal Clerks Association hosted a meeting where RealAuction.com, LLC, the provider of the publicly accessible website that the County uses for the publication of their public notices, presented an additional option for municipalities for the publication of all legal notices.

ANALYSIS

This year the budget for advertising legal notices included a total amount of \$2,000 for the DBR, where a typical ad for a 2nd reading ordinance can cost approximately \$120. This same ad would cost approximately \$20,000 in the Herald. A typical election or assessment ad in the Herald can cost approximately \$1,300 to \$3,000 or more. With the removal of the DBR as a publishing option, the only available newspaper of general circulation would be the Herald, which would require an increase in the annual budget for advertising at least an additional estimated \$20,000.

The estimated cost of a website publication would be a flat fee of around \$50 per ad, which substantially lowers the annual budgeted amount for legal advertising to \$1,500. The utilization of a publicly accessible website, with a site unique to the Village, would also eliminate additional costs for ad size, length of notice, number of characters, and duration of publication. In addition, the Village would control the timing of its own publications.

The first step in moving forward in this direction is to amend the sections of the Village Code that require publishing legal ads in a newspaper of general circulation. If this ordinance is passed on second reading, the next step would be to enter into an agreement with the provider of a publicly accessible website.

THE BAL HARBOUR EXPERIENCE

Other - Administrative Efficiency - The Village would realize substantial savings in annual costs for legal ads and the publication process would be streamlined.

CONCLUSION

I am recommending that the Village Council pass this Ordinance on first reading to amend parts of the Village Code requiring the publication of legal ads in a newspaper of general circulation.

ORDINANCE NO. 2024____

AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING SECTION 2-384 "NOTICE BY PUBLICATION AND NOTICE BY MAIL; SECTION 6-61 "ESTABLISHMENT; DURATION; TERMINATION"; SECTION 18-116 "PUBLICATION OF RESOLUTION"; SECTION 18-117 "ASSESSMENT ROLL"; SECTION 21-52 "SAME-PUBLIC HEARING; NOTICE OF VILLAGE COUNCIL AND LOCAL PLANNING AGENCY HEARINGS" OF THE VILLAGE'S CODE TO REMOVE THE REQUIREMENT OF NEWSPAPER OF GENERAL CIRCULATION AND AUTHORIZE PUBLICATION IN ACCORDANCE WITH CHAPTER 50, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 50, Florida Statutes, has been amended to allow municipalities the ability to publish all required notices and advertisements on a publicly accessible website as specified in Section 50.0311, Florida Statutes; and

WHEREAS, pursuant to its Code of Ordinances, the Village of Bal Harbour ("Village") has traditionally advertised and published required notices in newspapers of general circulation; however, there have been recent cost increases and fewer options available for publication in newspapers; and

WHEREAS, as a more cost-effective option, the Village desires to publish its official notices through a publicly accessible website in accordance with Section 50.0311, Florida Statutes; and

WHEREAS, Sections 2-384, 6-61, 18-116, 18-117, and 21-52 of the Village's Code of Ordinances ("Code") include language that limits the Village's options to publish its legal notices only in a "newspaper of general circulation"; and

WHEREAS, the Village desires to amend its Code to remove all limitations to publishing its legal notices in a newspaper of general circulation and to expand its options for publication by adding language to include publication by all permitted sources under Chapter 50; and

WHEREAS, the Village Council finds it is in the best interest of the Village to amend its Code to expand its options for publication that are authorized pursuant to Chapter 50.

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. Village Code Amended - Chapters 2, 6, 18, and 21. That Sections 2-384, 6-61, 18-116, 18-117, and 21-52 of the Code of Bal Harbour Village, Florida, are hereby amended to read as follows:¹

CHAPTER 2 - ADMINISTRATION

ARTICLE IX. - ASSESSMENTS

Sec. 2-384. - Notice by publication and notice by mail.

- (a) Upon completion of the Initial Assessment Roll, the Village Clerk shall publish, or direct the publication of, once in a newspaper of general circulation within the Village or otherwise in accordance with Chapter 50, Florida Statutes, as may be amended from time to time, a notice stating that at a meeting of the Village Council on a certain day and hour, not earlier than 20 calendar days from such publication, which meeting shall be a regular, adjourned, or special meeting, the Village Council will hear objections of all interested persons to the Final Assessment Resolution which shall establish the rate of Assessment and approve the aforementioned initial Assessment roll.

- (b) At the same time as the publication of the notice, the Village Clerk shall direct a mailed notice of the public hearing on the Assessment Roll only when and if required pursuant to the requirements of Section 197.3632, Florida Statutes. The published notice and the mailed notice shall conform to the requirements set forth in Section 197.3632, Florida Statutes, as may be amended from time to time, the "Uniform Assessment Collection Act," and may be provided in accordance with Chapter 50, Florida Statutes, as may be amended from time to time.

CHAPTER 6 - BUILDINGS AND BUILDING REGULATIONS

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

ARTICLE III. - BUILDING MORATORIUMS

Sec. 6-61. - Establishment; duration; termination.

(d) The clerk shall give reasonable notice, by publication in ~~a newspaper of general circulation in the Village~~ accordance with Chapter 50, Florida Statutes, as may be amended from time to time, of the public hearing which has been scheduled before the Village Council.

CHAPTER 18 - TAXATION AND FINANCE

ARTICLE V. - OFF-STREET PARKING FACILITIES

Sec. 18-116. - Publication of resolution.

Upon the adoption of the resolution provided for in section 18-115, the Village shall cause the resolution to be published one time in ~~a newspaper of general circulation published in Dade County~~ accordance with Chapter 50, Florida Statutes, as may be amended from time to time.

Sec. 18-117. - Assessment Roll.

(b) Notice of Public Hearing; Publication and Mailing.

(1) Upon the completion of the Assessment Roll, the Village Clerk shall direct the publication of a notice, ~~once in a newspaper of general circulation with the Village~~ in accordance with Chapter 50, Florida Statutes, as may be amended from time to time, stating that a meeting of the Village Council will be held on a certain day and hour, not earlier than 20 calendar days from such publication, at which meeting the Village Council will hear objections of all interested persons to the Final Assessment Resolution which shall establish the rate of Assessment and approve the aforementioned Assessment Roll.

(2) At the same time, the Clerk shall direct a notice of the public hearing on the Assessment Roll to be mailed pursuant to the requirements of Section 197.3632, Florida Statutes, as may be amended from time to time, the "Uniform Assessment Collection Act.," if required by that statute, ~~or in accordance with Chapter 50,~~ Florida Statutes, as may be amended from time to time.

(3) Both the published notice and the mailed notice shall conform to the requirements set forth in Section 197.3632, Florida Statutes, as may be amended from time to time, the "Uniform Assessment Collection Act," or in accordance with Chapter 50, Florida Statutes, as may be amended from time to time.

CHAPTER 21 - ZONING

ARTICLE II. - ADMINISTRATION

Sec. 21-52. - Same—Public hearing; notice of Village Council and Local Planning Agency hearings.

(b) *Notice of Village Council hearing.* No action on the application shall be taken by the Village Council until a public hearing has been held, upon at least ten days' notice as provided in this Subsection and in accordance with general law.

(1) *Published notice required.* The date, time and place of such hearing shall be published in ~~a newspaper of general circulation in the Village~~ accordance with Chapter 50, Florida Statutes, as may be amended from time to time, at least ten days prior to the date of the hearing. Such notice shall include: (i) the title of each proposed ordinance or resolution or a description of each proposed action, (ii) a statement that all interested parties may appear at the meeting and be heard on the proposed action, and (iii) the places within the Village where the proposed ordinance or resolution or information about the proposed action may be inspected by the public.

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 January, 2024.

PASSED AND ADOPTED on second reading this ___ day of _____, 2024.

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

- V I L L A G E -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RESCINDING AND REPEALING RESOLUTION NO. 2022-1481 WHICH APPROVED A PROFESSIONAL SERVICES AGREEMENT WITH ZYSCOVICH ARCHITECTS FOR THE PROVISION OF ARCHITECTURAL, ENGINEERING AND CONSTRUCTION ADMINISTRATIVE SERVICES FOR THE NEW VILLAGE HALL PROJECT.

Issue:

Should the Village Council approve rescinding and repealing Resolution No. 2022-1481 which approved a professional services agreement with Zyscovich Architects?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

In 2018, Bal Harbour Village initiated the preliminary for the construction of a new Village Hall and RFQ No. 2021-003 for Architecture, Engineering, and Construction Administration services was issued on March 26, 2021. At the July 20, 2021, Council Meeting, the item related to the selection of an Architect was deferred, and the Council requested oral presentations from the second and third-ranked firms. Following the presentations, at the September 13, 2021, Council Meeting, Zyscovich Architects ("Zyscovich") received the highest ranking, and the Council approved Resolution No. 2021-1409 to negotiate a professional services agreement with Zyscovich and the Village Council meeting of July 19, 2022, adopted Resolution No. 2022-1481, approving a professional services agreement with Zyscovich for architectural, engineering, and construction administration services.

As you know, there have been significant concerns with the performance of our A/E consultant and his sub-consultants on the Waterfront Park project. In addition, the final agreement for the Village Hall project has yet to be executed. Following the December 2023 Council meeting discussion item, this resolution rescinds and repeals Resolution 2022-1481 and allows us to issue a new Request for Qualification for the new Village Hall project.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

Amount	Account	Account #
X	X	X

Sign off:

Capital Program Director	Chief Financial Officer	Village Manager
Matilde E. Reyes	Claudia Dixon	Jorge M. Gonzalez



BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: January 16, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RESCINDING AND REPEALING RESOLUTION NO. 2022-1481 WHICH APPROVED A PROFESSIONAL SERVICES AGREEMENT WITH ZYSCOVICH ARCHITECTS FOR THE PROVISION OF ARCHITECTURAL, ENGINEERING AND CONSTRUCTION ADMINISTRATIVE SERVICES FOR THE NEW VILLAGE HALL PROJECT ON AN AS NEEDED BASIS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

In 2018, Bal Harbour Village initiated the preliminary design and space planning activities for the construction of a new Village Hall on a vacant parcel located at 9800 Collins Avenue within the village. The RFQ No. 2021-003 for Architecture, Engineering, and Construction Administration services was issued on March 26, 2021. This RFQ aimed to select a firm to design and oversee the construction of the new Village Hall. At the July 20, 2021, Council Meeting, the item related to the selection of an architect was deferred, and the Council requested oral presentations from the second and third-ranked firms. Following the presentations, at the September 13, 2021, Council Meeting, Zyscovich Architects received the highest ranking, and the Council approved Resolution No. 2021-1409 to negotiate a professional services agreement with Zyscovich.

The proposal submitted by Zyscovich included various phases such as Planning, Schematic Design, Design Development, Construction Documents, Permitting, Bidding, Construction Administration, Closeout, and other professional services necessary for the project. The Council determined that entering into a professional services agreement with Zyscovich for architectural, engineering, and construction administration services, amounting to \$2,000,000 (representing 10% of the construction budget), was in the best interest of the Village. Additionally, approval was granted for an amount of \$900,000 for specialty consultants who would provide specialized services related to security, audio-visual systems, specialty lighting, acoustics, landscape design, interior design, and LEED commissioning. An owner's contingency fund of \$200,000 was also approved to address any unforeseen changes during the design, permitting, and construction phases. This proposal was subsequently approved under Resolution No. 2022-1481 on July 19, 2022,

when the Village Council authorized entering into an agreement with Zyscovich for the amount proposed.

ANALYSIS:

Following the December 2023 Council meeting discussion item, this resolution rescinds and repeals Resolution 2022-1481 and allows us to issue a new Request for Qualification for the new Village Hall project.

One of the key factors driving this action is our significant concern regarding the performance of the A/E and their sub-consultants on the Village Park Waterfront Project. Their work on that project has failed to ensure QA/QC standards but also contributed to a substantial delay in obtaining our Certificate of Occupancy and resulting in costly budget overruns. These budget overruns far exceeded our allocation and approved contingencies, and are well beyond the industry standards. We continue to evaluate the remaining work on the Park, and a subsequent budget analysis will be conducted and amended as required. In addition, we are examining workmanship and performance by NV2A, the Park Project contractor, which may require funding approval for a consultant to assist with project closeout.

Given the importance of the new Village Hall project and its central role in our community, it is vital to collaborate with an architect capable of ensuring a high-quality outcome that resonates with our values and reflects our community's image.

Furthermore, due to the urgent need to solicit the services required for the design and construction of the new Village Hall, we must expedite the process of issuing a new Request for Qualifications (RFQ) to identify and secure another architectural and engineering services firm for the Village Hall project.

THE BAL HARBOUR EXPERIENCE

The recommendation to rescind and repeal Resolution 2022-1481, the agreement with Zyscovich Architects, aligns directly with our commitment to the high standards of our community and responsible stewardship of our Village resources. This decision emphasizes our dedication to providing a secure and smooth experience for our residents while ensuring that every project reflects the modernized public facilities and infrastructure quality and excellence that define Bal Harbour.

CONCLUSION

The decision to rescind the agreement with Zyscovich Architects is based on a combination of concerns related to their and their sub-consultant's performance on the Village Park Waterfront Project, potential budget implications, and the need to move forward promptly with a new RFQ to secure an architect that can align with our project standards and expectations for the Village Hall Project. As part of our ongoing commitment to excellence and accountability, and following the direction received from the Village Council at the December 2023 meeting, this Resolution rescinding Resolution 2022-1481, which

approved a professional service agreement for the provision of Architecture, Engineering, and Construction Administration services, is ready for action.

I, therefore, recommend approval of this resolution.

Attachments:

1. Resolution 2022-1481

RESOLUTION NO. 2024-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RESCINDING AND REPEALING RESOLUTION NO. 2022-1481 WHICH APPROVED A PROFESSIONAL SERVICES AGREEMENT WITH ZYSCOVICH ARCHITECTS FOR THE PROVISION OF ARCHITECTURAL, ENGINEERING AND CONSTRUCTION ADMINISTRATIVE SERVICES FOR THE NEW VILLAGE HALL PROJECT ON AN AS NEEDED BASIS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2018, Bal Harbour Village initiated the preliminary design and space planning activities for the construction of a new Village Hall on a vacant parcel located at 9800 Collins Avenue within the village and RFQ No. 2021-003 for Architecture, Engineering, and Construction Administration services was issued on March 26, 2021; and

WHEREAS, at the July 20, 2021, Council Meeting, the item related to the selection of an architect was deferred, and the Council requested oral presentations from the second and third-ranked firms. Following the presentations, at the September 13, 2021, Council Meeting, Zyscovich Architects (“Zyscovich”) received the highest ranking, and the Council approved Resolution No. 2021-1409 to negotiate a professional services agreement with Zyscovich; and

WHEREAS, the Village Council adopted Resolution No. 2022-1481 at the July 19, 2022 meeting, approving a professional services agreement with Zyscovich and directing the Village Manager to execute an agreement for architectural, engineering, and construction administration services, in the amount \$2,000,000 for services on an as needed basis with an additional allocation of \$900,000 for specialty services as well as an owner's contingency fund of \$200,000 to address any unforeseen changes during the design, permitting, and construction phases; and

WHEREAS, subsequent to the action taken by Village Council in July 2022, Zyscovich has completed some preliminary work on the Village Hall Project (“the Project”), but the parties have been unable to execute a professional services agreement; and

WHEREAS, on December 2023 Council meeting a discussion item was included and Council directed staff to prepare a resolution to rescind this action; and

WHEREAS, based on the contractor’s performance issues in connection with its work on the Village Park Waterfront project and the inability of the Village and Zyscovich to execute a professional services agreement approved approximately seventeen months ago for the new Village Hall, it is in the best interest of the Village and its residents to rescind and repeal Resolution No, 2022-1481 and issue a new Request for Qualifications (“RFQ”) to identify and secure another architectural and engineering services firm for this Project.

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. Rescinding Resolution No. 2022-1481 That Resolution No. 2022-1481 is hereby rescinded and repealed in its entirety.

Section 3. Implementation. That the Village Manager is hereby authorized to take all actions necessary, including the issuance of a new RFQ for professional services, 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 16th day of January 2024.



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.

RESOLUTION NO. 2022-1481

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ZYSCOVICH ARCHITECTS ("ARCHITECT") FOR THE PROVISION OF ARCHITECTURAL, ENGINEERING AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE NEW VILLAGE HALL PROJECT, IN AN AMOUNT OF TWO-MILLION NINE-HUNDRED THOUSAND DOLLARS (\$2,900,000) FOR BASIC SERVICES AND SPECIALTY CONSULTANTS PLUS AN OWNER'S CONTINGENCY OF TWO-HUNDRED THOUSAND (\$200,000); AMENDING THE FY 2021-22 BUDGET TO FUND THESE SERVICES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2018, the Village initiated preliminary design and space planning activities to develop a Village-owned vacant parcel located at 9800 Collins Avenue within Bal Harbour Village to construct a new Village Hall; and

WHEREAS, Request for Qualifications (RFQ) No. 2021-003 for the provision of Architecture, Engineering and Construction Administration services, was developed and the solicitation was issued on March 26th, 2021; and

WHEREAS, at the July 20th, 2021, Council Meeting, the item was deferred and Council requested oral presentations from the second and third ranked firms; and

WHEREAS, at the September 13th 2021, Council Meeting, the Council's evaluation resulted in Zyscovich Architects (ZA) receiving the highest ranking and the Council approved Resolution No-2021-1409 for the negotiation of a professional services agreement with ZA; and

WHEREAS, a proposal was received from Zyscovich for the services envisioned in the agreement including but not limited to the following phases: Planning, Schematic Design, Design Development, Construction Documents, Permitting, Bidding, Construction Administration, Closeout and other professional services required by the Village; and

WHEREAS, this Council has determined that it is in the best interest of the Village to enter into a professional services agreement with Zyscovich Architects for the provision of architectural, engineering, and construction administration services as needed in the amount of \$2,000,000 which represents 10% of the construction budget; and

WHEREAS, approval of an amount of \$900,000 is also included for specialty consultants that will be providing the specialized consulting services for security, audio-visual, specialty lighting, acoustical, landscape design, interior design and LEED

commissioning with an owner's contingency of \$200,000 to address any additional required changes that may arise during the design, permitting and construction phases.

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 Zyscovich Architects for the provision of planning, architectural, engineering, and construction administration services as needed in the amount of \$2,900,000 for these services is hereby approved and the Village Manager is hereby authorized to execute the agreement on behalf of the Village.

Section 3. Appropriation Approved. That the FY 2021-22 General Fund Budget is amended for the expenditure with Zyscovich Architects for the provision of architectural, engineering, and construction administration services as needed in the amount of \$2,900,000 plus an owner's contingency of \$200,000.

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 19th day of July, 2022.





Mayor Gabriel Groisman

ATTEST:



Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



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

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL APPROVING THE SELECTION AND INSTALLATION OF A PROPOSED ART EXHIBIT CURATED BY THE OPERA GALLERY TO BE PLACED IN PUBLIC SPACES LOCATED THROUGHOUT BAL HARBOUR VILLAGE.

Issue:

Should the Village Council approve this Resolution to place art sculptures in public spaces throughout the Village?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

At the October 17, 2023 Village Council meeting, the Village Council approved an agreement with the Opera Gallery for the selection and installation of various sculptures as part of the Village's ongoing art in public places program. This proposal included the curation of an updated exhibit this year for Bal Harbour Village with the placement of sculptures by artists Manolo Valdes, Marc Quinn and Anthony James. Since the approval of this item in October 2023, the sculpture by Anthony James, which was to be placed on Founders Circle, is no longer available as that piece has been sold. The Opera Gallery is working to secure another sculpture by Anthony James to be placed in Founders Circle or elsewhere in the Village, or another suitable sculpture by another artist which can be placed in Founders Circle. Additionally, the Opera Gallery has also offered a series of sculptures by famed artist Kenny Scharf to be placed in a suitable location in the Village, either on the Jetty or the green space in front of the entrance to the gated community. Mr. Scharf is an American artist known for his participation in New York City's interdisciplinary East Village art scene during the 1980s, alongside Keith Haring. His work is included in many museums and public collections throughout the world.

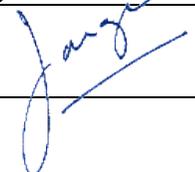
THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

Tourism Director	Chief Financial Officer	Village Manager
Ramiro J. Inguanzo	Claudia Dixon	Jorge M. Gonzalez



BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: January 16, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE SELECTION AND INSTALLATION OF A PROPOSED ART EXHIBIT CURATED BY THE OPERA GALLERY; TO BE PLACED IN PUBLIC SPACES LOCATED IN THE VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

At the October 17, 2023 Village Council meeting, the Village Council approved an agreement with the Opera Gallery for the selection and installation of various sculptures as part of the Village's ongoing art in public places program. This proposal included the curation of an updated exhibit this year for Bal Harbour Village with the placement of sculptures by artists Manolo Valdes, Marc Quinn and Anthony James. A copy of the Council Memorandum from the October 17, 2023 meeting is attached for reference.

Since the approval of this item back in October 2023, the sculpture by Anthony James, which was to be placed on Founders Circle, is no longer available as that piece has been sold. The Opera Gallery is working to secure another sculpture by Anthony James to be placed in Founders Circle or elsewhere in the Village, or another suitable sculpture by another artist which can be placed in Founders Circle.

Additionally, the Opera Gallery has also offered a series of sculptures by famed artist Kenny Scharf to be placed in a suitable location in the Village, either on the Jetty or the green space in front of the entrance to the gated community.

ANALYSIS

Bal Harbour Village is an avid supporter of arts and culture. Through our innovative *Unscripted* art projects, chats and access programs, residents and guests have been exposed to art and culture in several ways throughout the years.

In 2021, the Village Council approved the installation of an exhibition curated by the Opera Gallery of several art sculptures by artist Manolo Valdes at no cost to the Village. In 2022, the Village Council approved the installation of additional art sculptures that were placed throughout the Village. Several of these sculptures will be removed with new pieces being

installed in their place. The Opera Gallery curated an updated exhibit for this year, again at no cost to the Village, with the placement of sculptures by artists Manolo Valdes, Marc Quinn and working on identifying a replacement piece for the sculpture by Anthony James which had been approved by the Village Council in October 2023.

The Opera Gallery now has also offered a series of sculptures by Kenny Scharf, an American artist known for his participation in New York City's interdisciplinary East Village art scene during the 1980s, alongside Keith Haring. His work is included in public collections such as the Bass Museum of Art; the Jewish Museum in New York; the Ludwig Museum in Cologne, Germany; the Museo de Arte Contemporáneo, in Monterrey, Mexico; the Museu de Arte Moderna, in Rio de Janeiro, Brazil; the Museum of Contemporary Art, in Los Angeles; the Museum of Modern Art, in New York; the San Francisco Museum of Modern Art; the Sogetsu Museum, in Tokyo, Japan; the Stedelijk Museum, in Amsterdam, the Netherlands; and the Whitney Museum of American Art, in New York. Mr. Scharf's style is characterized as pop, surrealist, and imaginative and presents an engaging visual experience that is both intimate and fresh through various ecstatic compositions and dazzling colors. Mr. Scharf is also known for welcoming collaborations with popular culture and merchandising opportunities. He designed the cover art for the 1986 B-52's album *Bouncing Off the Satellites*. He has appeared in the documentaries *The Universe of Keith Haring* and *The Nomi Song*, about his friend, opera singer Klaus Nomi, as well as 2016's *Kenny Scharf's World: ART/New York No. 69* by Paul Tschinkel. In 2014, he also collaborated on an accessories line with art consultant Maria Gabriela Brito and in 2020 Dior luxury fashion house created a new collection in partnership with Kenny Scharf. The documentary *Kenny Scharf: When Worlds Collide*, was released in 2020. A bio with a listing of Mr. Scharf's most recent work is attached.

Renderings of the Kenny Scharf sculptures that the Opera Gallery has offered are attached. The pieces are a series of individual sculptures which reflect the artist's unmistakable and signature look marked by bold and illustrative lines.

THE BAL HARBOUR EXPERIENCE

Art in public places supports *The Bal Harbour Experience* by contributing to the pillars of Destination & Amenities and Unique & Elegant by providing art in our public places for the residents and visitors to enjoy.

CONCLUSION

Bal Harbour Village is an avid supporter of arts and culture and through our innovative *Unscripted* art projects, chats and access programs, residents and guests have been exposed to art and culture in several ways throughout the years. Given that the pillars of *The Bal Harbour Experience* support this project, while making contemporary art accessible, this item is recommended for approval.

Attachments:

1. Copy of October 17, 2023 Council Memorandum
2. Images of Proposed Art Sculptures + Artist Biography

RESOLUTION NO. 2024-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE SELECTION AND INSTALLATION OF A PROPOSED ART EXHIBIT CURATED BY THE OPERA GALLERY; TO BE PLACED IN PUBLIC SPACES LOCATED IN THE VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at the October 17, 2023 Village Council meeting, the Village Council approved an agreement with the Opera Gallery for the selection and installation of various sculptures as part of the Village's ongoing art in public places program; and

WHEREAS, subsequent to the Council approval in October 2023, the sculpture by Anthony James is no longer available and the Opera Gallery is working to secure another piece from him or locate a suitable sculpture by another artist to be placed in Founders Circle; and

WHEREAS, the Opera Gallery has also been offered a series of sculptures by famed artist Kenny Scharf to be located on the Jetty or the green space in front of the entrance to the gated community; and

WHEREAS, the Village Council finds that it is in the best interest and welfare of the residents of the Village to accept a suitable replacement sculpture from Anthony James, or a comparable artist for the Founders Circle location; and

WHEREAS, in addition, include a series of sculptures from Kenny Scharf.

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. **Approval of Exhibit.** That the Village Council hereby approves changing the exhibit curated by The Opera Gallery to enable the Gallery to secure another sculpture from Anthony James due to the unavailability of the original piece, or locate a sculpture from a comparable artist, and, in addition, include a series of sculptures from

Kenny Scharf.

Section 3. Approval of Permits. That any necessary permits for the installation of the new sculptures is hereby approved.

Section 4. Expenditure Approved. That the expenditure of budgeted funds for the display of the exhibit for the new pieces is hereby approved.

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

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

PASSED AND ADOPTED this 16th day of January, 2024.



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.

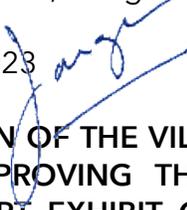
BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: October 17, 2023 

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE SELECTION AND INSTALLATION OF A PROPOSED ART EXHIBIT CURATED BY THE OPERA GALLERY; TO BE PLACED IN PUBLIC SPACES LOCATED IN THE VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

Bal Harbour Village is an avid supporter of arts and culture. Through our innovative *Unscripted* art projects, chats and access programs, residents and guests have been exposed to art and culture in several ways throughout the years. Since 2013, the *Unscripted* art programs have facilitated critical cultural dialogue while making contemporary art accessible.

Over the past several years, there have been a number of public art installations in the Village, including the Americana and Levittown House exhibits in 2013 and the Barefoot Mailman in 2014. In 2016, the Village Council approved the installation of the art panels on the beach path which displayed several exhibits beginning with the 70th Anniversary historical exhibit and including seven additional exhibitions which rotated periodically through 2020. In 2017, the Village Council approved the installation of the Robert Chambers' Rotorelief which was on display on Founders Circle from January 15, 2018 through November 15, 2018. In 2021, the Village partnered with the Opera Gallery on an installation of several art sculptures by artist Manolo Valdes. In 2022, the Village again partnered with Opera Gallery for the expansion and placement of several new art sculptures in public places throughout the Village.

ANALYSIS

In 2021, an opportunity presented itself to partner with the Opera Gallery. The Opera Gallery is one of the world's leading international dealers and representatives of Modern and Contemporary Art, with galleries located in major cities throughout the world, including with one location at the St. Regis Bal Harbour Resort. In 2021, the Opera Gallery curated an exhibit by Spanish artist Manolo Valdes in Paris, France, with ten of Manolo Valdes' monumental sculptures on display near the Champs-Elysees. Given the presence of the Opera Gallery in Bal Harbour Village, the gallery owner was open to doing a similar

exhibition of Manolo Valdes' work here in our Village to compliment two existing art sculptures by Valdes located on property at the St. Regis Bal Harbour Resort. The Opera Gallery committed to sponsor this exhibition at no cost to the Village. Lisa Austin, a former Bal Harbour Village Art Advisory Board member and resident, and a principal with an art consulting firm providing art advice for the public sector, businesses, and private collectors, worked with Opera Gallery on the selection of these pieces for this exhibition.

In 2022, the Opera Gallery agreed to create a new exhibition for Bal Harbour Village which was installed in late November 2022. Maria Vogel, Art Advisor and Curator for the Opera Gallery curated this new exhibition consisting of several art sculptures by the following artists: Manolo Valdes, Xavier Mascaro and Rotraut. In November 2023, the Opera Gallery will remove several of the currently displayed sculptures, including the two Guardians located on the east side of Collins Avenue on the greenspace leading into the gated community, and the sculptures located on Founders Circle, the beach path and on the corner of Collins Avenue and 96th Street. Current sculptures that will remain in place include the ones located on the Jetty and on the greenspace on the west side of Collins Avenue in front of the Oceana.

The Opera Gallery has agreed to curate an updated exhibit for this upcoming year for Bal Harbour Village with the placement of sculptures by artists Manolo Valdes, Marc Quinn and Anthony James. Images of the new proposed sculptures are attached, as is a biography for each of the artists whose work will be displayed. The locations of the sculptures are as follows: Jetty (the sculptures currently there will remain); Greenspace on the east side of Collins in front of the Oceana (the sculpture currently there will remain); Greenspace on the west side of Collins leading into the gated community; Beach path area near the Sea View Hotel; and Founders Circle (sculpture to be placed in January after the Christmas tree and holiday décor are removed).

THE BAL HARBOUR EXPERIENCE

Art in public places supports *The Bal Harbour Experience* by contributing to the pillars of Destination & Amenities and Unique & Elegant by providing art in our public places for the residents and visitors to enjoy.

CONCLUSION

Bal Harbour Village is an avid supporter of arts and culture and through our innovative *Unscripted* art projects, chats and access programs, residents and guests have been exposed to art and culture in several ways throughout the years. Given that the pillars of *The Bal Harbour Experience* support this project, while making contemporary art accessible, this item is recommended for approval.

Attachments:

1. Agreement with Opera Gallery
2. Images of Proposed Art Sculptures
3. Artists Biography

Kenny SCHARF



Title : GRR GUY, 1986 / 2021

Medium : Aluminium painted

Size : 183x122,9x37,2 Cm / 72x48,4x14,6 In

Kenny SCHARF



Title : YELLANGRY GUY, 1986 / 2021

Medium : Aluminium painted

Size : 183x122,6x28,3 Cm / 72x48,3x11,1 In

Kenny Scharf – Biography

Born 1958 in Los Angeles, CA.

Primary residence in Los Angeles, CA.

EDUCATION

1980 B.F.A. School of Visual Arts, New York, NY.

OBJECTIVE

My ambition as a professional artist is to maintain the course that I set 30 years ago by establishing my work in the fields of painting, sculpture, and performance. Every project I undertake is building on my past experiences. My original approach is unchanged; it is a personal challenge to produce the best work possible every time. One very important and guiding principle to my work is to reach out beyond the elitist boundaries of fine art and connect to popular culture through my art. My personal ambition has always been to live the example.

2023

“Evolution Revolution” Journal Gallery NYC

“I’m Baaaak” with Cosmic Cavern #44 Nanzuka Gallery Tokyo

“I’m Baaaack” Sogetsu Museum Tokyo

Group Exhibitions:

“Beyond the Streets” Shanghai

“Beyond the Streets” London UK

“Basquiat & Warhol, Four Hands” Fondation Louis Vuitton Paris

“City as a Studio” Deitch Hong Kong

“Tempo. Tempo! Tempo?” Kunstmuseum Schloss Derneburg June 23- Feb.24

2022

“Woodz ‘N Things” Totah Gallery, NYC April 2022

“Bestest Ever” with Cosmic Cavern #42 Honor Fraser Gallery, Los Angeles

“New! Now! Good!” Gallery Hyundai, Gangnam, Seoul

Group Exhibitions:

“Basquiat Haring Scharf” Opera Gallery, Hong Kong

“Shapeshifters” Kunstlinie Almere Flevoland, Netherlands

“Somewhere Downtown: Art in 1980’s New York, Center for Contemporary Art, Beijing

“Post Graffiti” Control Gallery, Los Angeles, Ca.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE AGREEMENT BETWEEN THE VILLAGE AND ABSOLUTE CONSTRUCTION SERVICES, INC. FOR THE COMPLETION OF THE 12" DIAMETER WATER MAIN CONNECTION TO THE MIAMI DADE COUNTY WATER METER ADJACENT TO THE BAL HARBOUR WATERFRONT PARK SITE AS DETAILED WITHIN THE ABSOLUTE CONSTRUCTION SERVICES, INC PROPOSAL DATED DECEMBER 12, 2023, IN THE AMOUNT NOT TO EXCEED \$55,768; INCLUSIVE OF 10% CONTINGENCY ALLOCATION IN THE AMOUNT OF \$5,070, ROUNDED UP TO THE NEAREST DOLLAR.

Issue:

Should the Village Council approve the Agreement with Absolute Construction Services for the completion of the water main connection to the County meter as detailed within the agreement?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

During the construction of the new Bal Harbour Waterfront Park, a new redundant 12", diameter water main line and fire hydrant was installed by the NV2A Group on behalf of the Public Works & Beautification Department utilizing Public Works Utility Projects funds. The water main was installed during the Park Project construction but the final connection to the county meters was postponed to avoid impacting the Park opening. A quote was obtained from the NV2A Group subcontractor who installed the new water main within the Park, Absolute Construction Services, Inc., in the amount of \$50,698 and a 10% or \$5,070 contingency has been applied. The total not to exceed cost for the work detailed within the Absolute Construction Services quote is \$55,768 rounded up to the nearest dollar.

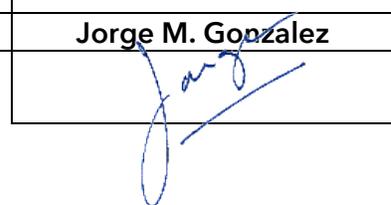
THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

Amount	Account	Account #
\$55,768	Utility Master Plan Project	40-36-506315

Sign off:

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



BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: January 16, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE AGREEMENT BETWEEN THE VILLAGE AND ABSOLUTE CONSTRUCTION SERVICES, INC. FOR THE COMPLETION OF THE TWELVE INCH DIAMETER WATER MAIN CONNECTION TO THE MIAMI DADE COUNTY WATER METER ADJACENT TO THE BAL HARBOUR WATERFRONT PARK SITE AS DETAILED WITHIN THE ABSOLUTE CONSTRUCTION SERVICES, INC. PROPOSAL DATED DECEMBER 12, 2023, IN THE AMOUNT NOT TO EXCEED FIFTY-FIVE THOUSAND SEVEN HUNDRED SIXTY EIGHT DOLLARS (\$55,768); INCLUSIVE OF A TEN PERCENT (10%) CONTINGENCY ALLOCATION IN THE AMOUNT OF FIVE THOUSAND SEVENTY DOLLARS (\$5,070), ROUNDED UP TO THE NEAREST DOLLAR; 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.
 - An 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. Project Phases 3 (a, b, c) and 4 are complete. The current focus is 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 planned component of the overall water system improvements included the installation of a new twelve-inch diameter (12"), water main within the New Bal Harbour Waterfront Park, to be connected to the Miami Dade County water meters along 96 Street at the south edge of the new park. This water main would connect north of Park to the new water main installed in the Phase 6b Bal Bay Drive location.

The new water main will serve as a redundancy measure to provide additional water volume from the Miami Dade County source and help ensure there is sufficient water system pressure throughout the entire Village. Also, in the event the 96-street water main suffers a catastrophic failure, the new water main, in conjunction with the existing emergency water main connection from the City of North Miami Beach, would provide sufficient water pressure to reduce the likelihood of an extreme water loss within the Village.

In order to avoid disrupting the Park Project construction activities, it was determined that the Park Project General Contractor, The NV2A Group, would install the new water main during the construction of the new Park. Therefore, during the construction of the new Bal Harbour Waterfront Park, a new twelve-inch diameter (12"), two hundred thirty foot (230'), long water main line and fire hydrant was installed within the Park by the NV2A Group on behalf of the Public Works & Beautification Department utilizing Public Works Utility Projects funds.

The water main was installed but the final connection to the Miami Dade County water meter was not completed, and the water main is not in service at this time. The final connection was postponed because the timeframe required to obtain all the necessary County permits to complete this work would potentially impact the overall project completion and Park opening. The final connection work was subsequently removed from the Park Project scope.

ANALYSIS

To obtain pricing to complete the new water main connection to the County meters, Village staff requested and obtained quotes from a current Village vendor, Murphy Pipeline Contractors in the amount of sixty-eight thousand six hundred dollars (\$68,600) and the NV2A Group sub-contractor who installed the new water main within the Park, Absolute Construction Services, Inc. (ACS), in the amount of fifty thousand six hundred ninety-eight dollars (\$50,698), rounded up to the nearest dollar.

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 meetings 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 five thousand seventy dollars (\$5,070), rounded up to the nearest dollar.

Therefore, the total not to exceed cost for the connection of the new 12" water main to the Miami Dade County water meters and place the new water main and fire hydrant into service as detailed within the quote provided ACS is fifty-five thousand seven hundred sixty-eight dollars (\$55,768), inclusive of the applied contingency, rounded up to the nearest dollar.

Once permitting activities are complete, the final connection work will be scheduled. During the completion of this work, a small section of the Park will be temporarily closed from patron use. The remaining Park grounds, outdoor play areas and the Community Center will not be impacted. Upon completion, the site will be fully restored, and the water main will be placed in service after testing and approval by the pertinent Miami Dade County regulatory agencies.

THE BAL HARBOUR EXPERIENCE

This action is aligned with the Village's stated mission through the *Bal Harbour Experience*. The installation of the new water main as a redundant water service measure improves Village water volume and pressure while ensuring there is adequate water service to the Village in the event of a partial service disruption. This action corresponds directly to the goals of Modernized Public Facilities and Infrastructure and Resiliency & Sustainable Community.

CONCLUSION

A planned component of the overall water system improvements included the installation of a new redundant twelve-inch diameter (12"), water main within the New Bal Harbour Waterfront Park, to be connected to the Miami Dade County water meters along 96 Street at the south edge of the new park. When connected and placed in service, the new water main will provide additional water system volume and pressure while ensuring there is sufficient water system pressure throughout the Village in the event of a partial water system failure. This Resolution, if approved, addresses the need to complete the connection of the newly constructed water main to the Miami Dade County water source meters as planned.

I have reviewed the proposals submitted by Murphy Pipeline Contractors and ACS. and deem the cost contained within the quote provided by ACS to be appropriate for the services requested. Consequently, I am recommending the approval of the Agreement with ACS for the services as detailed within their quote dated December 12, 2023, in the

not to exceed cost of fifty-five thousand seven hundred sixty-eight dollars (\$55,768), inclusive of the applied contingency, rounded up to the nearest dollar.

Attachments:

1. Absolute Construction Services, Quote
2. Murphy Pipeline Contractors. Proposal

RESOLUTION NO. 2024-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE AGREEMENT BETWEEN THE VILLAGE AND ABSOLUTE CONSTRUCTION SERVICES, INC. FOR THE COMPLETION OF THE TWELVE INCH DIAMETER WATER MAIN CONNECTION TO THE MIAMI DADE COUNTY WATER METER ADJACENT TO THE BAL HARBOUR WATERFRONT PARK SITE AS DETAILED WITHIN THE ABSOLUTE CONSTRUCTION SERVICES, INC. PROPOSAL DATED DECEMBER 12, 2023, IN THE AMOUNT NOT TO EXCEED FIFTY-FIVE THOUSAND SEVEN HUNDRED SIXTY EIGHT DOLLARS (\$55,768); INCLUSIVE OF A TEN PERCENT (10%) CONTINGENCY ALLOCATION IN THE AMOUNT OF FIVE THOUSAND SEVENTY DOLLARS (\$5,070), ROUNDED UP TO THE NEAREST DOLLAR; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a planned component of the overall Village water system improvements included the installation of a new twelve-inch diameter (12”), water main within the New Bal Harbour Waterfront Park, to be connected to the Miami Dade County water meters along 96 Street at the south edge of the new park; and

WHEREAS, the new water main will serve as a redundancy measure to provide additional water volume from the Miami -Dade County source and help ensure there is sufficient water system pressure throughout the entire Village; and

WHEREAS, during the construction of the new Bal Harbour Waterfront Park, a new twelve-inch diameter (12”), two hundred thirty foot (230’), long water main line and fire hydrant was installed within the park by the NV2A Group on behalf of the Public Works & Beautification Department utilizing Public Works Utility Projects funds; and

WHEREAS, the water main was installed but the final connection to the Miami -Dade County water meter was postponed because the timeframe required to obtain all the necessary County permits to complete the work would potentially impact the overall project completion and Park opening; and;

WHEREAS, a quote was obtained from the NV2A Group sub-contractor who installed the new water main within the Park, Absolute Construction Services, Inc., (ACS), in the amount of \$50,698, rounded up to the nearest dollar; and

WHEREAS, a 10% contingency allocation has been applied in the amount of \$5,070, rounded up to the nearest dollar 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 Absolute Construction Services Inc., for the services as detailed within ACS quote dated December 12, 2023, in the amount not to exceed \$55,768, inclusive of the contingency allocation, rounded up to the nearest dollar.

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. Task Agreement Approved. That the Agreement with ACS for the services as detailed within ACS quote dated December 12, 2023, not to exceed the cost of fifty-five thousand seven hundred sixty-eight dollars (\$55,768), inclusive of the applied contingency, rounded up to the nearest dollar, is hereby approved and the Village Manager is hereby authorized to sign the quote on behalf of the Village.

Section 3. Expenditure Approved. That the expenditure identifying budgeted funds for the envisioned water main connection to the Miami Dade County Meters, as required to place the water main in service 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 16th day of January 2024.



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.

PROPOSAL

Absolute Construction Services, Inc.

18541 SW 43rd Street
 Miramar, FL 33029
 Ph: (954) 673-2132
 Fx: (954) 639-7852

Date: 12/5/2023

Customer: **Bal Harbour**

Project Name: **Bal Harbour Village Park
 12" WM Connection**

ACS is directed to provide the following work:

**Provide connection of 12" WM as per Permit Drawings dated on 2/03/2023.*

Description	Qua.	Unit	U/P	Amount
Demo & Restore Concrete Sidewalk	1	LS	\$3,850.00	\$3,850.00
Cut & Fuse 12" Pipe for Added Fittings	1	LS	\$9,500.00	\$9,500.00
12" MJ 45 Zinc	2	EA	\$1,350.00	\$2,700.00
12"x1-1/2" Air Release Valve & Accessories	1	EA	\$2,500.00	\$2,500.00
Add for 12" Pipe Cannon Flush Material	1	LS	\$4,500.00	\$4,500.00
Utility Crew (5 Men)	40	HR	\$250.00	\$10,000.00
Equipment	40	HR	\$150.00	\$6,000.00
Add for Testing & Certification	8	HR	\$250.00	\$2,000.00
Add for HRS Sample Testing	1	EA	\$570.00	\$570.00
Add for Surveying	8	HR	\$230.00	\$1,840.00
Wet Tapping for ARV	1	EA	\$625.00	\$625.00

Sub-Total **\$44,085.00**

***Exclusions:** Fence removal, Landscape restoration and permits.

*All work is to be done during regular working hours.

*Above Proposal is Lump Sum.

15% Markup **\$6,612.75**

Net Total Add **\$50,697.75**

Net amount of previous change orders: _____

Total amount of this change order: \$50,697.75

CONTRACTOR:

Absolute Construction Services, Inc.

Company Name:

12/5/23

Date

Albert Morejon, Pres.

Signature

CLIENT:

BAL HARBOUR VILLAGE

Company Name:

11/6/2023

Date

Mike Alvarez

Signature

Reviewed

Mr. Alvarez:

Murphy Pipeline Contractors, Inc. (MPC) has discussed the Community Center water main tie-in scope and has presented the scope as follows.

Water Main Scope Overview:

- Fence will be taken down by others.
- No restoration. Only sidewalk.
- Flush and Clean existing 12" WM.
- Remove existing hydrant: cap main.
- 2 day BAC-TEE samples.
- Pressure test.
- Abandoned 12" connection.
- Connect new 12" DIP water main.
- No asbuilts or Survey included.

Mobilization/Demobilization	LS	1	\$11,500.00	\$11,500.00
Labor and Equipment	Daily	5	\$8,900.00	\$44,500.00
Materials	LS	1	\$9,100.00	\$9,100.00
Sidewalk Demo and Restoration	LS	1	\$3,500.00	\$3,500.00
			Total:	\$68,600.0

Thank you,

Richard Crow
Director of Engineering and Special Projects
Murphy Pipeline Contractors
m: [954-254-7898](tel:954-254-7898)
p: [954-842-4771](tel:954-842-4771)
w: murphypipelines.com

South Florida Office
5400 S. University Drive Ste #119
Davie, Florida, 33328
OFFICE: 954.842.4771
CELL: 954.254.7898

Corporate Headquarters
OFFICE: 904.764.6887 FAX: 904.379.6193

ADDRESS: 12235 New Berlin Rd., Jacksonville FL 32226

Feasibility Support Office

OFFICE: 414.321.2247 FAX: 414.321.2297

ADDRESS: P.O. Box 14366, Milwaukee, WI 53214 murphypipelines.com

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2024 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and Absolute Construction Services Inc., an independent contractor ("Contractor"), with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, during the construction of the new Bal Harbour Waterfront Park, a new twelve-inch diameter (12"), two hundred thirty foot (230'), long water main line and fire hydrant was installed within the park by the NV2A Group on behalf of the Public Works & Beautification Department utilizing Public Works Utility Projects funds; and

WHEREAS, the water main was installed but the final connection to the Miami - Dade County water meter was postponed because the timeframe required to obtain all the necessary County permits to complete the work would potentially impact the overall project completion and Park opening; 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 (**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 \$50,697.75. 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

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

This Agreement shall not be deemed approved until the 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: Albert Morejon, President
Absolute Construction Services, Inc.
18541 SW 43rd Street
Miramar, FL 33029

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 the 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) 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:
Absolute Construction Services, Inc.
18541 SW 43rd Street
Miramar, FL 33029

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

By: _____

Albert Morejon
President

By: _____

Jorge M. Gonzalez,
Village Manager

Attest: _____

Dwight S. Danie
Village Clerk

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

By: _____

Village Attorney

EXHIBIT "A" Scope of Services

PROPOSAL

Absolute Construction Services, Inc.

18541 SW 43rd Street
 Miramar, FL 33029
 Ph: (954) 673-2132
 Fx: (954) 639-7852

Date: 12/5/2023

Customer: **Bal Harbour**

Project Name: **Bal Harbour Village Park
 12" WM Connection**

ACS is directed to provide the following work:

***Provide connection of 12" WM as per Permit Drawings dated on 2/03/2023.**

Description	Qua.	Unit	U/P	Amount
Demo & Restore Concrete Sidewalk	1	LS	\$3,850.00	\$3,850.00
Cut & Fuse 12" Pipe for Added Fittings	1	LS	\$9,500.00	\$9,500.00
12" MJ 45 Zinc	2	EA	\$1,350.00	\$2,700.00
12"x1-1/2" Air Release Valve & Accessories	1	EA	\$2,500.00	\$2,500.00
Add for 12" Pipe Cannon Flush Material	1	LS	\$4,500.00	\$4,500.00
Utility Crew (5 Men)	40	HR	\$250.00	\$10,000.00
Equipment	40	HR	\$150.00	\$6,000.00
Add for Testing & Certification	8	HR	\$250.00	\$2,000.00
Add for HRS Sample Testing	1	EA	\$570.00	\$570.00
Add for Surveying	8	HR	\$230.00	\$1,840.00
Wet Tapping for ARV	1	EA	\$625.00	\$625.00
Sub-Total				\$44,085.00
*Exclusions: Fence removal, Landscape restoration and permits.				
*All work is to be done during regular working hours.				
*Above Proposal is Lump Sum.				
15% Markup				\$6,612.75
Net Total Add				\$50,697.75

Net amount of previous change orders: _____
 Total amount of this change order: \$50,697.75

CONTRACTOR:
Absolute Construction Services, Inc.
 Company Name:
12/5/23
 Date
Albert Morejon, Pres.
 Signature

CLIENT:
BAL HARBOUR VILLAGE
 Company Name:
11/6/2023
 Date
Mike Alvarez
 Signature

REVIEWED

EXHIBIT B - NOTICE TO PROCEED

BAL HARBOUR

- V I L L A G E -

JORGE M. GONZALEZ
VILLAGE MANAGER

Date

Absolute Construction Services, Inc.
18541 SW 43rd Street
Miramar, FL 33029

RE: Agreement - 2024 / Professional Services -12" Water Main Connection Bal Harbour Waterfront Park

Mr. Albert Morejon:

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 Michael Alvarez, Compliance Officer, 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

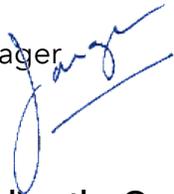
Cc: Public Works & Beautification Department John Oldenburg, Director
Claudia Dixon, Chief Financial Officer

BAL HARBOUR

- V I L L A G E -

DISCUSSION ITEM

TO: Mayor Jeffrey P. Freimark and Members of the Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: January 16, 2024

SUBJECT: **Update On Negotiations Regarding the Oceana Development Agreement**

At the November 21, 2023 Village Council meeting, the Council discussed this matter and formally requested Oceana make adjustments to their proposed voluntary proffer. These adjustments include a commitment to a full \$1 million contribution to Bal Harbour Village aimed at supporting local community initiatives such as, but not limited to, the jetty enhancements. This contribution will be in addition to the redesign and enhancement of the front crescent along Collins Avenue to emphasize landscaping and functional improvements, and whatever improvements to the beach access pathway can be accommodated given its dual purpose as a fire lane. The Council also requested that Oceana consider a program whereby Bal Harbour Village residents could have access to the beach chair and umbrella amenities provided by Oceana.

Oceana's representatives indicate that they are willing to satisfy most of the Council's additional requests. However, they have evaluated the proposed beach chair access program, and indicated that the association's board cannot support it given the sentiment of the unit owners. The representatives of the Oceana will attend the Council meeting should you wish to discuss further.

The previously provided background material is included again below, for ease of reference. Oceana's attorney Mickey Marrero will again be at the Council meeting to answer questions and explain the proposed improvements.

Background

The Oceana was approved in 2013, pursuant to a planned development approval and development agreement. That agreement called for the Oceana to make its restaurant available to Village residents as follows:

Section 17. Use Restrictions. Residential units shall be prohibited from being leased or otherwise rented for a period of less than six (6) consecutive months, with a limitation of a maximum of two leases per year. Non-residential or recreational uses that are not accessory to the residential uses and are not operated as part of a club where membership is required shall be open to Village residents. Any members-only club shall open

membership to Village residents according to the same general membership terms afforded to the regular members.

The Village recently became aware that the Oceana had not made its restaurant open to Village residents in accordance with the DA requirement. This was confirmed by the attorney for the developer during the process of reviewing the recent Carlton Terrace redevelopment. The Village Attorney reached out to the condo association attorney to inform them of the issue and seek a resolution. They had no knowledge of the issue and needed additional expertise, and therefore hired Mickey Marrero with the Law Firm of Bercow, Radell, Larkin, Fernandez & Tapanes to assist them in reviewing all the documentation and analyzing the options.

After the building was built, it was turned over to the condo association. The condo association representatives have advised that they were never told of this requirement, and it was never implemented. They have also indicated that many of their residents bought in the building specifically on the understanding that none of the facilities were open to anyone other than building residents and are concerned about any proposal to change that understanding.

Therefore, the Village Manager, Village Attorney, and condo association representatives have engaged in a process of documenting and understanding the DA requirement and seeking options for compliance. Depending on what is agreed to, that option will likely need to be returned to the Council for a development agreement amendment.

This issue was discussed at the Council retreat in February, including the association's proposal to provide alternative improvements for the benefit of the Village. Originally under discussion were the following improvements:

- Substantially improve the beach walk from Collins Ave. with additional landscaping and other amenities for the benefit of Village residents using this path to get to the beach.
- Substantially improve the front public easement area with additional landscaping and other amenities to make the space more usable and pleasant for village residents.
- Design and construct a high-quality playground at the south-east rear corner of the development, accessible via the residents' key fob.

The Oceana retained Enea to work on these changes, and indicated they are willing to design and construct high quality improvements for these areas serving Village residents.

While the Council inquired about the possibility of Village residents using Oceana's tennis courts, the association considered and rejected the proposal because according to Oceana representatives, the courts are continually in use by building residents and because of their concern over allowing outsiders into the private property.

In the course of meeting with Oceana representatives and discussing these matters, the Village inquired whether Section 17 of the Development Agreement was necessary to

support the use of underground parking for this building. More specifically, were any of the Oceana amenities required to be open to the public in order to allow the underground parking, as discussed in relation to recent redevelopment in the Village? After fleshing out the issues with the Village, Oceana hired special counsel in Washington, DC who specializes in FEMA matters to provide additional information. Oceana was ultimately able to provide historical documentation that its structure is located in Zone X, and therefore the FEMA rules regarding the ability to use underground parking do **not** apply to this site. That conclusively resolves any question as to the propriety of the existing underground parking.

Therefore, an amendment to Section 17 of the Development Agreement can be considered by the Village. Oceana proposes to amend Section 17 to remove the condition regarding amenities being open to Village residents, and instead voluntarily proffer the following benefits to the Village, via a Development Agreement amendment. Oceana is proposing to commit sufficient funding in the amount of \$1 million to accomplish the following:

- Beach walk: In studying the options for improvements, Enea identified severe constraints on enhancing the beach walk from Collins Ave. with amenities for the benefit of Village residents using this path to get to the beach. While the landscaping can be refreshed and improved to a degree, a 25-foot wide fire lane easement prevents all but the most minimal improvements to the vast majority of the path. Enea has designed improvements that comply with the fire lane restrictions.
- Front crescent: Enea has developed concepts for enhancing the front public easement area with additional landscaping and other amenities to make the space more usable and pleasant for Village residents. These include seating and an enhanced pad on which the Village can continue to display public art.
- Playground: Enea's studies demonstrated that there is not enough space for a playground to be placed where originally contemplated, on the southeast corner of its property, due to DERM requirements for the dune system there. However, Oceana remains committed to funding a high-quality playground to be located on Village property nearby, and Enea has developed concepts for it.

Attachments:

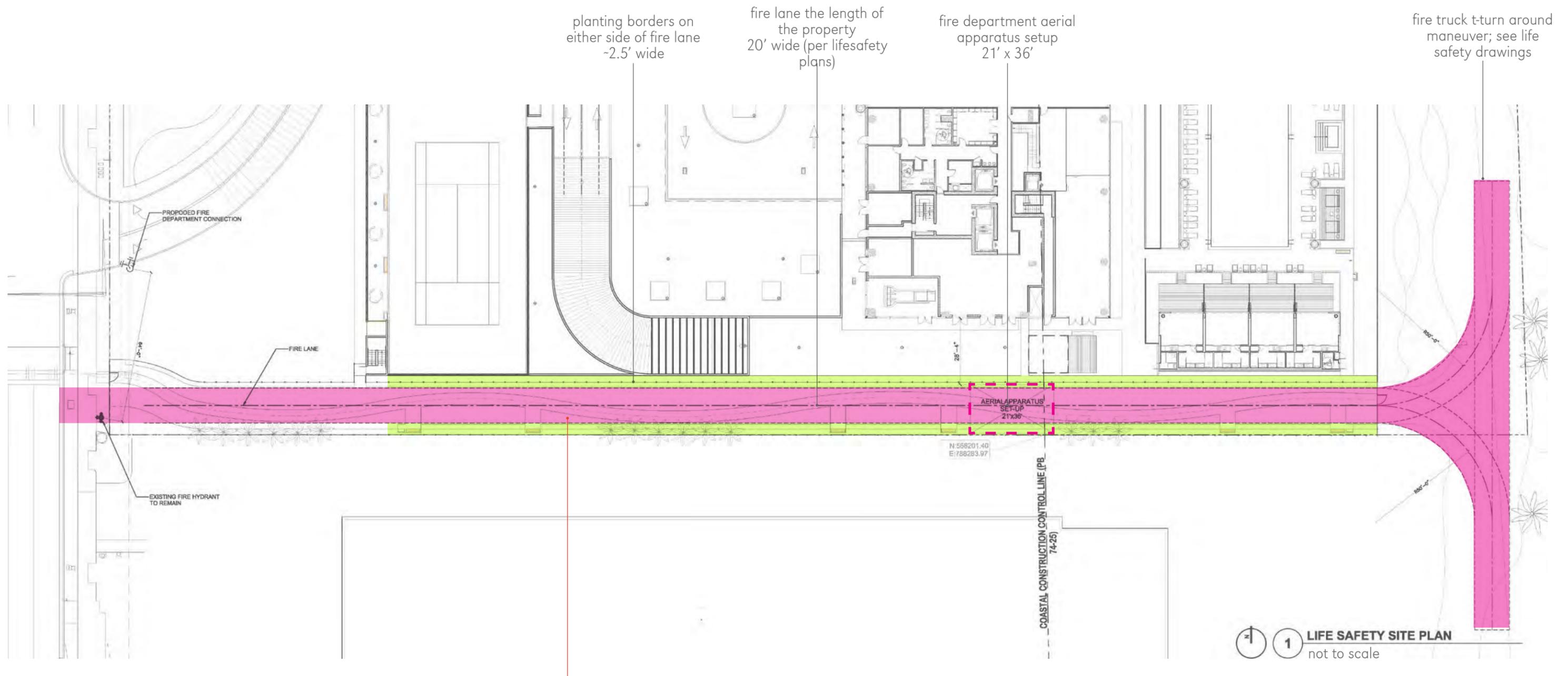
1. Enea presentation re Oceana improvements

oceana

concept presentation - 09.08.2023
bal harbour, florida



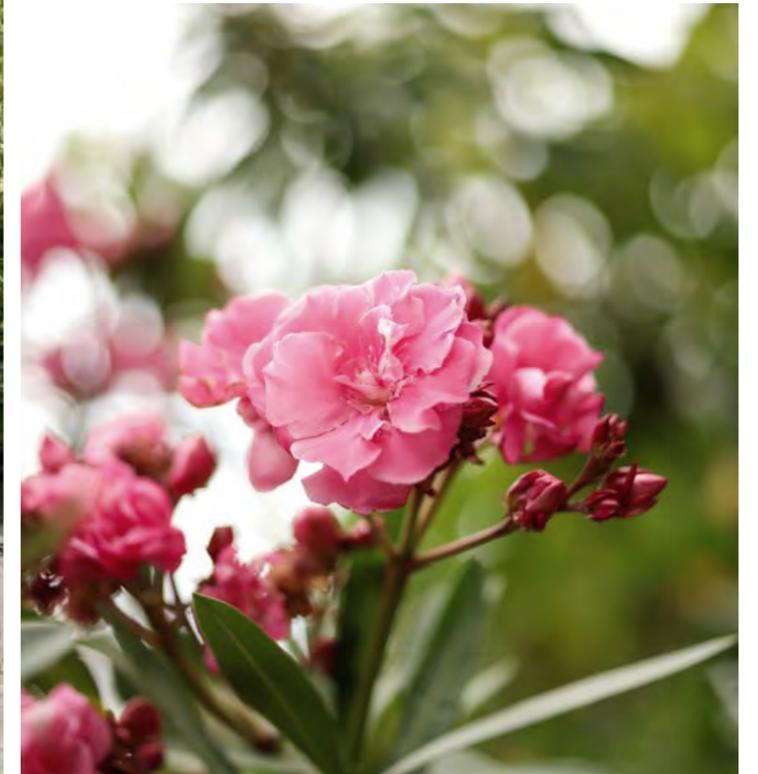
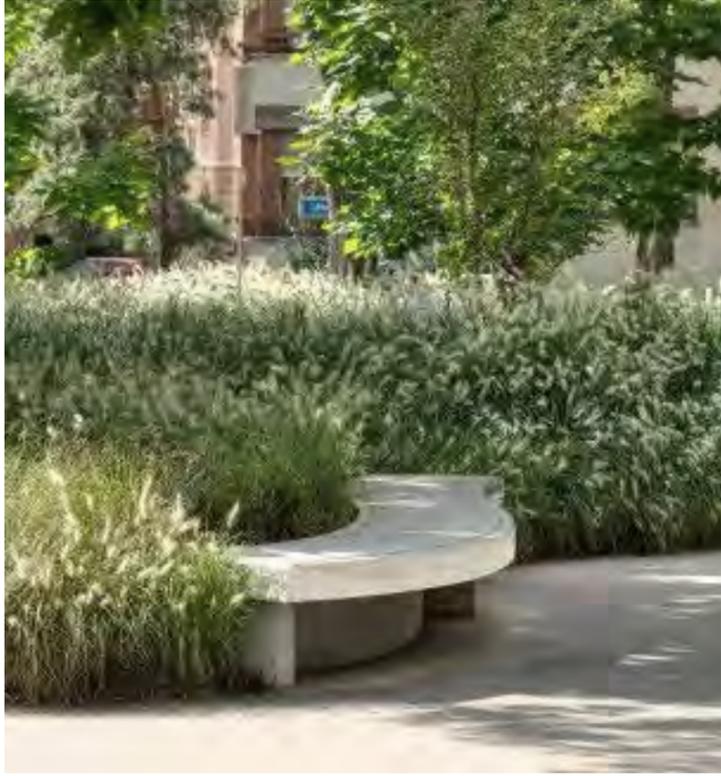




20' wide fire lane must be maintained unobstructed of any vertical elements (per the Florida Fire Prevention Code NFPA 1: 18.2.3.4.1.2), fixtures, or structures to allow passage by the fire department; refer to life safety drawings. Any modifications to be coordinated and approved with Fire Department.



entry sculpture garden beach garden - west beach garden - east 50' 



beach garden







20' wide fire lane must be maintained unobstructed of any vertical elements, fixtures, or structures to allow passage by the fire department (per the Florida Fire Prevention Code NFPA 1: 18.2.3.4.1.2); refer to life safety drawings. Any modifications to be coordinated and approved with Fire Department.





taller hedge planting

fire department aerial apparatus staging area

meandering path varies 6' to 12' wide

beach shower

privacy wood panels

play structure with safety barrier (within existing dune planting*)

play structure -66' x 55'

CCCL

CCCL



coastal construction control line (CCCL). significant development east of the CCCL requires permitting and approval with the Florida Department of Environmental Protection



fire truck t-turn; must remain unobstructed. refer to life safety drawings.

*any modification to existing beach dune planting and beach promenade must be coordinated with and approved by the Florida Department of Environmental Protection (FDEP) and the Village of Bal Harbour



Bal Harbour's former Waterfront Park playground. Image from Google Earth.



The under-construction playground at Waterfront Park, west of Bal Harbour Shops on Bal Bay Drive. Play components include multiple climbing towers (3-4), slides, and bridges.

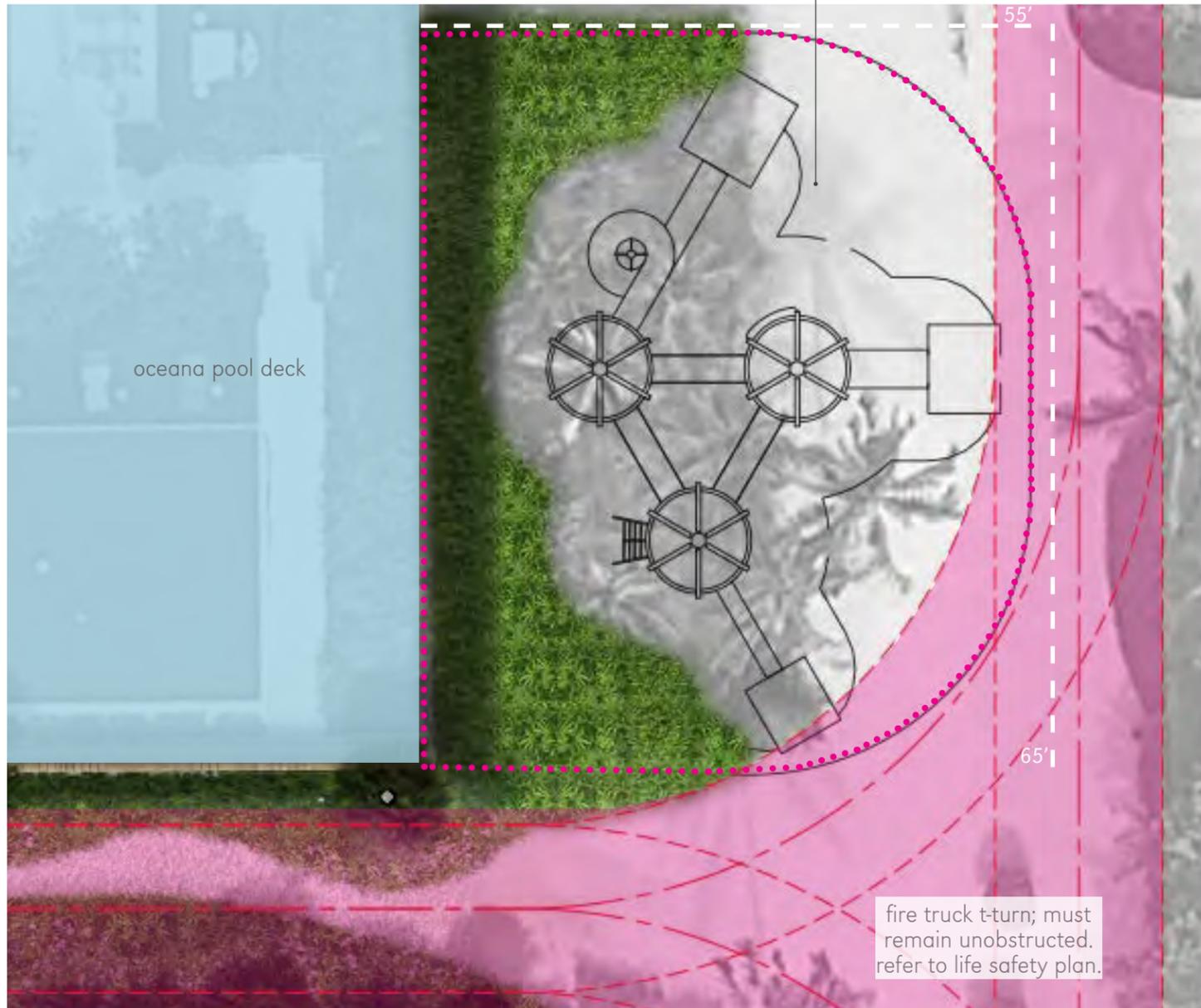


*any modification to existing beach dune planting and beach promenade must be coordinated with and approved by the Florida Department of Environmental Protection (FDEP) and the Village of Bal Harbour



Size comparison of Bal Harbour's former Waterfront Park playground with the Oceana site. Image from Google Earth.

play structure with safety barrier
(within existing dune planting* and
Bal Harbour beach promenade;
interferes with fire lane)



*any modification to existing beach dune planting and beach promenade must be coordinated with and approved by the Florida Department of Environmental Protection (FDEP) and the Village of Bal Harbour



example
play structure



example
play elements



example
safety barrier

Proposed play structure, including components seen at the new Waterfront Park playground: multiple climbing towers (3-4), slides, and bridges.

entry sculpture garden





specimen flowering trees
 public sculpture in gravel
 layers of grasses and shrubs



note: the sculpture image indicated on this sheet is for demonstrative purposes only. sculpture selections are by others.





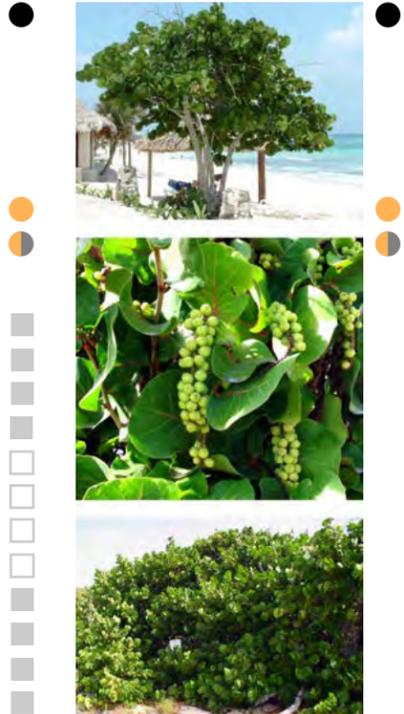
20' wide fire lane must be maintained unobstructed of any vertical elements (per the Florida Fire Prevention Code NFPA 1: 18.2.3.4.1.2), fixtures, or structures to allow passage by the fire department; refer to life safety drawings. Any modifications to be coordinated and approved with Fire Department.

TREES + PALMS

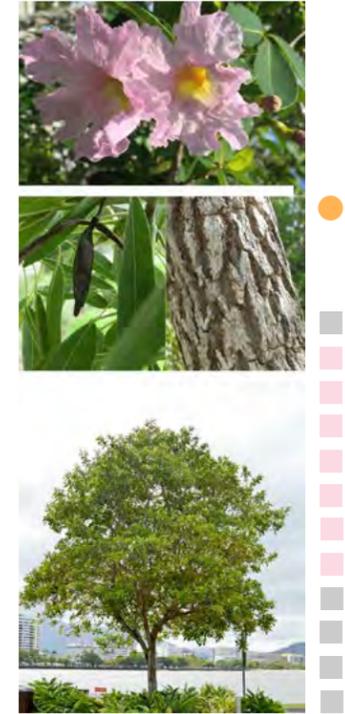
Pitch Apple
(*Clusia rosea*)



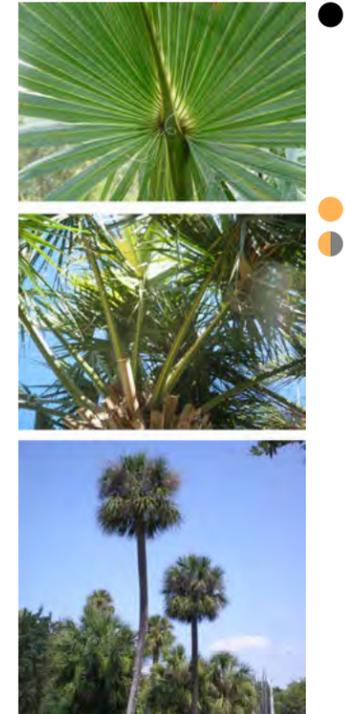
Seagrape
(*Coccoloba uvifera*)



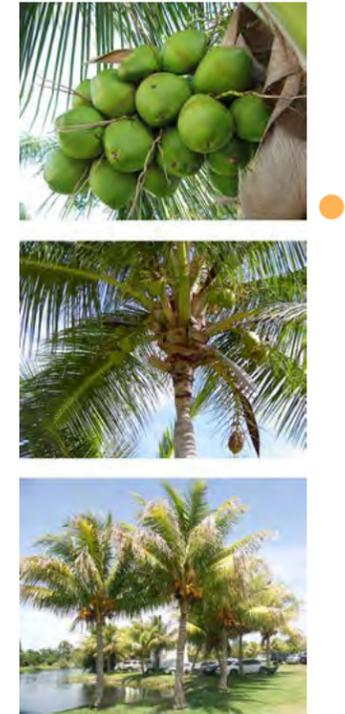
Pink Trumpet Tree
(*Tabebuia heterophylla*)



Cabbage Palm
(*Sabal palmetto*)



Coconut Palm
(*Cocos nucifera*)



LEGEND

light range

- florida native
- full sun
- partial shade
- shade

yearly blooming chart

- jan
- feb
- mar
- apr
- may
- jun
- jul
- aug
- sep
- oct
- nov
- dec

SHRUBS + GROUNDCOVERS

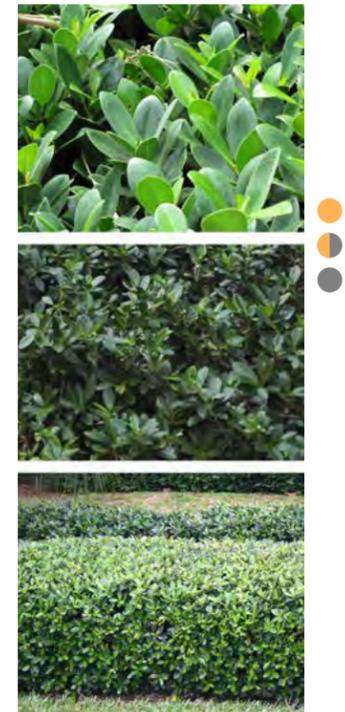
Small Leaf Clusia
(*Clusia guttifera*)



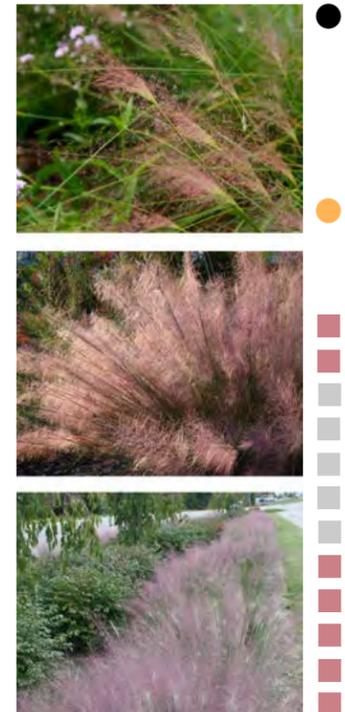
Petite Pink Oleander
(*Nerium oleander 'Petite Pink'*)



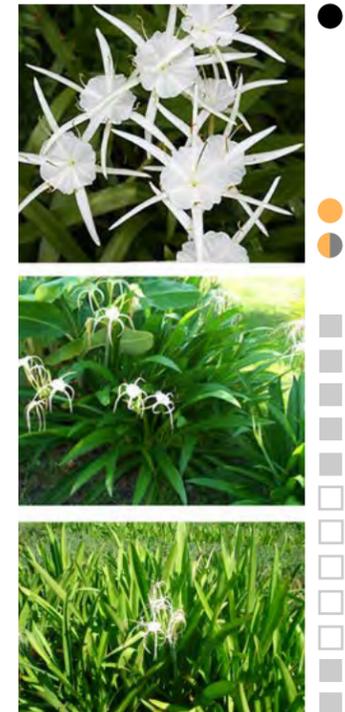
Green Island Ficus
(*Ficus microcarpa*)



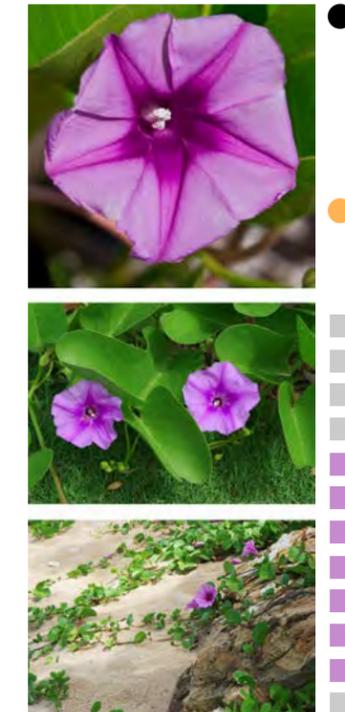
Muhly Grass
(*Muhlenbergia capillaris*)



Spider Lily
(*Hymenocallis latifolia*)



Railroad Vine
(*Ipomoea pes-caprae*)



Powderpuff Mimosa
(*Mimosa strigillosa*)



thank you



BAL HARBOUR

- V I L L A G E -

DISCUSSION ITEM

TO: Jorge M. Gonzalez, Village Manager

FROM: Buzzy Sklar, Councilman

DATE: January 16, 2024

SUBJECT: **Discussion Regarding Electric Bikes**

Please place an item on the January 16, 2024, Village Council Meeting Agenda for a discussion regarding electric bikes.

BAL HARBOUR

- V I L L A G E -

DISCUSSION ITEM

TO: Jorge M. Gonzalez, Village Manager

FROM: Buzzy Sklar, Councilman

DATE: January 16, 2024

SUBJECT: **Discussion Regarding Filming on the Jetty**

Please place an item on the January 16, 2024, Village Council Meeting Agenda for a discussion regarding filming on the Jetty.

BAL HARBOUR

- V I L L A G E -

DISCUSSION ITEM

TO: Jorge M. Gonzalez, Village Manager

FROM: Jeffrey P. Freimark, Mayor

DATE: January 16, 2024

SUBJECT: **Discussion Regarding a Project Development Proposal from Bal Harbour Shops**

Please place an item on the January 16, 2024, Village Council Meeting Agenda for a discussion regarding a Project Development Proposal from Bal Harbour Shops.

Thank You.

BAL HARBOUR

- VILLAGE -

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Dwight S. Danie, Village Clerk *OSD*

DATE: January 9, 2024

RE: Lobbyist Registration Report

Name of Lobbyist	Principal Represented	Date Registered
John Shubin	Mathew Whitman Lazenby	01/09/24
Ian DeMello	Mathew Whitman Lazenby	01/09/24

BAL HARBOUR

- VILLAGE -

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Susan L. Trevarthen

DATE: January 8, 2024

RE: Monthly Report of Village Attorney for December 2023 Activities

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

Retainer Services

Within the fixed fee retainer in December, we reviewed, advised and prepared documents for all agenda items for and attended the December Council meeting. We conferred with staff on various matters, and we attended the weekly staff meetings, the December ARB meeting, and the monthly agenda review and after action meetings. We began preparation for the January Council meeting.

Specific additional matters included:

- We reviewed communications and documents, and conferred with staff concerning Waterfront Park architect and construction issues. We reviewed case law concerning public entity construction/architect agreements, and awards of bids and contracts related to Village Hall.
- We analyzed a recent Florida Supreme Court Opinion on Marsy's Law and its application to Village's and public records policies.
- We conferred with Police Department, and reviewed proposed County Code changes regarding enforcement issued related to Sand Bar.
- We attended meetings and conferred with staff concerning statutory authority to regulate scooters and electric bicycles on sidewalks and roads.
- We attended conferences and conferred with staff concerning fence and hedge violations.
- We researched and worked with the Clerk's office on details related to the ballot question for the homeless tax.

- We drafted a summary of an appellate decision temporarily lifting the injunction against enforcement of lobbying amendments.
- We conferred and prepared materials for training staff on ethics matters.
- We conferred with staff concerning One Bal Harbour density issues.
- We analyzed the Code and statutes, and began drafting an ordinance to authorize online notices.

Additional Services

For the *Bellini* federal challenge, we attended to discovery issues.

Regarding the Red Light Camera program, we reviewed and analyzed correspondence from carrier concerning anticipated lack of coverage on new appeal of RLC final administrative order.